

**VAULT TOILET REPLACEMENTS – SOUTHWEST DISTRICT
NELSON DEWEY, YELLOWSTONE LAKE AND TOWER HILL STATE PARKS
DEPARTMENT OF NATURAL RESOURCES
STATEWIDE, WISCONSIN**

**GPC (General Prime Contractor)
BID DOCUMENT
VOLUME 1**

Division Project No. **24L2M**

JUNE 5, 2026

FOR
THE STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF FACILITIES DEVELOPMENT
STATE OF WISCONSIN ADMINISTRATION BUILDING - 7TH FLOOR
101 EAST WILSON STREET - P.O. BOX 7866
MADISON, WISCONSIN 53707



6/5/26

By

**FOTH INFRASTRUCTURE & ENVIRONMENT
2418 CROSSROADS DRIVE, SUITE 3600
MADISON, WI 53718**

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1 **GPC INVITATION TO BID (Rev 10/2025)**

2 DIVISION OF FACILITIES DEVELOPMENT

3
4 **VAULT TOILET REPLACEMENTS – SOUTHWEST DISTRICT**
5 **NELSON DEWEY, YELLOWSTONE LAKE**
6 **AND TOWER HILL STATE PARKS**
7 **DEPARTMENT OF NATURAL RESOURCES**
8 **STATEWIDE, WISCONSIN**
9

10 Division Project No. 24L2M

11
12 **BID SUBMISSION DUE by 1:00 PM, BID OPENING for GPC BIDDERS: 2:00 P.M., July 22, 2026.**

13
14 OWNER: State of Wisconsin, Department of Administration, Division of Facilities Development, hereinafter
15 termed DFD.

16
17 **All potential bidders must be certified by DOA prior to submitting bids on state construction projects over**
18 **\$100,000.** All bids received from contractors who are not certified will be rejected. Contractor certification
19 applications and instructions for completing the form may be obtained from the DOA Website DFD Contractor
20 Certification page: <https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx> or upon request from
21 DFD--email dfdcertification@wisconsin.gov.
22

23 This project is being let using the single prime bidding and contracting process. DFD will publicly bid the applicable
24 mechanical, electrical, plumbing, and fire protection (MEP) divisions of work **first**. Within 5 days of the MEP bid
25 opening, DFD will identify a lowest, qualified, responsible, certified bidder in each applicable MEP division of
26 work. These successful MEP bids must be included in all general prime contractor bids received. No later than 5
27 days after DFD identifies the successful MEP bids, DFD will publicly open general prime contractor bids. **General**
28 **prime contractor bids that do not include the successful MEP bids will be rejected.** The state will enter into a
29 single contract with the lowest, qualified, responsible, certified general prime contractor and this general prime
30 contractor will enter into subcontracts with the successful MEP bidders. **If a project does not include any**
31 **mechanical, electrical, plumbing, or fire protection divisions of work, DFD will bid one bid package for all**
32 **work to general prime contractors.**
33

34 Sealed bids will be received as follows, before the time indicated above:

- 35 • **PDF scanned file of all required bid documents, including bid and bid bond forms with original wet**
36 **signatures or properly transmitted electronic signatures (only PDF files will be accepted) submitted**
37 **via the eBuilder Bidding Portal (this is the preferred method);**
- 38 • **US Mail or Third-party delivery (UPS, Fedex, or DHL) to State of Wisconsin, Administration**
39 **Building, 7th Floor, 101 East Wilson Street, Madison, Wisconsin 53703; or**
- 40 • **Hand delivery to the drop box labeled SEALED BIDS ONLY in front of the State of Wisconsin**
41 **Administration Building located at 101 East Wilson Street, Madison, Wisconsin 53703.**
42

43 The bidder is responsible for the sealed bid being delivered to the indicated location or submitted via the eBuilder
44 Bid Portal before the time specified for the bid submission. Third party delivery is entirely at the bidder's risk.
45

46 Bid opening will be conducted via Microsoft Teams. Bidders may call the Microsoft Teams teleconference number:
47 (608) 571-2209, conference ID: 484 588 360#, on the day of the bid to hear the bid results announced on the day
48 bids are due. The conference line will be open at 1:45 P.M. CDT and all bids will be opened after 2:00 P.M. CDT.
49 Bidders may also join the Microsoft Teams meeting via Microsoft Teams:

50 [Click here to join the meeting](#)

1 In general, the work consists of: the removal and replacement of vault toilet facilities. Site work includes removal
2 and replacement of concrete and asphalt pavements, concrete retaining walls, grading, asphalt paving, pavement
3 striping, concrete flatwork, relocating water lines and drinking fountains, and installing drain lines. Facilities are to
4 be installed to be ADA accessible.

5
6 Bidding documents (drawings, specifications, and addenda) may be obtained only as electronic files (in PDF
7 format): as a downloadable file from the Division's Projects Bidding website (see website address below). Bidding
8 documents may also be seen at various Builders' Exchanges. Additional project bidding information, including plan
9 holders lists are available on the Division of Facilities Development public website:
10 <https://doa.wi.gov/Pages/AboutDOA/FacilitiesDevelopment.aspx>. Bid submissions will occur in a unique bid portal
11 link available in each bid advertisement. After opening the bid portal link, confirm your company and contact
12 details, then click save.. No deposit is required to obtain documents for bidding purposes.

13
14 **Base Bid will be received for: A single lump sum bid for All Work.**

15
16 Bid Guarantee in the amount of 10% of the Bid must accompany each bid submitted.

17
18 Contract offer and construction phase records will be processed electronically via eBuilder.

19
20 **The 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) repealed Wisconsin's prevailing wage laws.**
21 **Effective September 23, 2017, state prevailing wage requirements on state building projects no longer apply.**
22 **These changes take effect for projects advertised for bid after September 23, 2017. This change does not**
23 **affect the Federal Davis Bacon Act requirements.**

24
25 No in-person pre-bid tour will be offered. Bidders are welcome to visit the sites to walk the exterior to see conditions
26 during normal property hours of operation.

27
28 A non-mandatory pre-bid conference will be held on Wednesday, July 8, 2026, promptly at 9:00 a.m. The pre-bid
29 conference will be held virtually via live webinar at the scheduled date and time. Advance registration for
30 participation in the webinar is required and bidders should contact Kurt Feuerstein, kurt.feuerstein1@wisconsin.gov,
31 a minimum of 36 hours in advance of the pre-bid conference to received invitation information.

32
33 WDNR
34 Kurt Feuerstein, P.E.
35 kurt.feuerstein1@wisconsin.gov
36 414-897-5896

37
38 Please contact Todd Deibert at Foth Infrastructure & Environment, 608-242-5615 or todd.deibert@foth.com for
39 questions regarding the bid documents.

40
41 **The application of the 5% permissive bidding preference pursuant to Wis. Stat. § 16.855(10m)(am)3. for**
42 **certified minority businesses is currently paused.**

43
44 Bidding Documents will be available online immediately upon the project being advertised for bid.

45
46 ***

GPC INSTRUCTIONS TO BIDDERS (Rev 10/2025)

Division Project No. **24L2M**

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1. DEFINITIONS

(a) "Mechanical, electrical, or plumbing subcontractor" ("MEP Subcontractor") is a contractor that performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection (fire suppression) work for the Project, and enters into a contract with the General Prime Contractor to perform their division of work.

(b) "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)1.

(c) "Qualified responsible bidder" means a contractor who is a qualified bidder and who is a responsible bidder.

(d) "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)2.

(e) "Single prime contracting" means bidding and contracting through a process in which only a general prime contractor has a contractual relationship with the state and all mechanical, electrical, or plumbing subcontractors are identified by the department and are subcontractors to the General Prime Contractor.

(f) "General Prime Contractor" is a contractor that enters into a contract with the state to perform all work as required by the Contract Documents and enters into contracts with subcontractors including MEP Subcontractors identified by DFD.

(g) "Non-MEP Subcontractor" is a subcontractor to a General Prime Contractor in divisions of work other than mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the General Prime Contractor.

(h) "Subcontractor" is all subcontractors on a project. This includes MEP Subcontractors, subcontractors to the MEP Subcontractors, and Non-MEP Subcontractors.

(i) "Contractor" is all contractors working on a project regardless of contractual relationship. This includes the General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all Subcontractors, regardless of tier of subcontract.

2. GENERAL

Time for bid opening shall be the prevailing central standard or daylight saving time in force at Madison, Wisconsin, on the date set forth in the Invitation to Bid.

All potential bidders must be certified by DOA prior to submitting bids on state construction projects over \$100,000. All bids received from contractors who are not certified will be rejected. Contractor certification applications and instructions for completing the form may be obtained from the DOA Website DFD Contractor Certification page: <https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx> or upon request from DFD--email dfdcertification@wisconsin.gov.

This project is being let using a new single prime bidding and contracting process. DFD will publicly bid the applicable mechanical, electrical, plumbing, and fire protection (MEP) divisions of work first. Within 5 days of the MEP bid opening, DFD will identify a lowest, qualified, responsible, certified bidder in each applicable MEP division of work. These successful MEP bids must be included in all general prime contractor bids received. No later than 5 days after DFD identifies the successful MEP bids, DFD will publicly open general prime contractor bids. General prime contractor bids that do not include the successful MEP bids will be rejected. The state will enter into a single contract with the lowest, qualified, responsible, certified general prime contractor and this general prime contractor will enter into subcontracts with the successful MEP bidders. **If a project does not include any mechanical, electrical, plumbing, or fire protection divisions of work, DFD will bid one bid package for all work to general prime contractors.**

DFD will issue an addendum if a successful MEP bid is withdrawn or rejected after the MEP Subcontractors have been identified but before the General Prime Contractor bid opening. This addendum will include a revised list of successful MEP bids that must be included in General Prime Contractor bids and will move the General Prime Contractor bid opening five days later to allow bidders sufficient time to update their bids based on the revised MEP list.

Before submitting a bid, the Bidder shall examine all of the Bidding and Contract Documents listed in the Table of Contents of these specifications. The successful Bidder will be required to do all work which is shown on the drawings, mentioned in the specifications or reasonably implied as necessary to complete the contract for this project.

The Bidder shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site, conditions of actual job site, and facilities for delivering, storing, placing, and handling of materials and equipment.

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

All bidders shall have established and diligently maintained a satisfactory safety program, and if eligible for Experience Modification Rating (EMR), must have a rating of 1.20 or less as established by the Wisconsin Compensation Rating Bureau (WCRB) or the National Council on Compensation Insurance (NCCI).

1 **3. DRAWINGS AND SPECIFICATIONS**

2 The drawings and specifications that form a part of this contract, as stated in Article 3 of the General Conditions, are
3 listed in the Table of Contents of these specifications.
4

5 Complete sets of Contract Documents for all trades will be issued to all Bidders, irrespective of the category of work
6 to be bid on, in order that all Bidders may be familiar with the work of other trades as they affect their bid.
7

8 **4. INTERPRETATION**

9 No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during
10 the bid period. Bidders shall bring inadequacies, omissions or conflicts to the Architect/Engineer's attention at least
11 ten (10) days before MEP bidding commences. If a project does not include any mechanical, electrical, plumbing, or
12 fire protection divisions of work, bidders shall bring inadequacies, omissions or conflicts to the Architects/Engineer's
13 attention at least ten (10) days before GPC bid opening. Prompt clarification will be supplied to all bidders of record
14 by addendum.
15

16 Failure to so request clarification or interpretation of the drawings and specifications will not relieve the successful
17 Bidder of responsibility. Signing of the contract will be considered as implicitly denoting that the Contractor has
18 thorough understanding of the scope of work and comprehension of the contract documents.
19

20 Neither the Architect/Engineer nor DFD will be responsible for verbal instructions.
21

22 **5. MANDATORY PRE-BID DOA CERTIFICATION**

23 All potential bidders must become certified as qualified and responsible bidders **before** they can bid on state projects
24 over \$100,000. The criteria for determining certification of qualified and responsible bidders are itemized in Wis.
25 Stat. s. 16.855(9m). If DFD determines that more experience is necessary for a particular project, DFD may include
26 additional requirements.
27

28 **6. BID GUARANTEE**

29 A bid bond prepared on the Bid Bond Form bound herein, payable to the State in the amount not less than 10% of the
30 maximum bid shall accompany each bid as a guarantee. A bank certified check or a cashier's check may accompany
31 each bid as a guarantee pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s). Failure to enter into the contract
32 with the state (including failure to obtain certificate of insurance and separate 100% performance and 100% payment
33 bonds) may result in forfeiture of the Bid Bond. The company issuing the Bonds must be licensed to do business in
34 Wisconsin.
35

36 Any bid which is not accompanied by a bid guarantee will not be accepted and will not be read at the bid opening.
37

38 All checks tendered as bid guarantee, except those of the three lowest bidders, will be returned to their makers within
39 three (3) days after bid opening. All such retained checks will be returned immediately upon execution of the contract
40 between the General Prime Contractor and the state.
41

42 **7. WITHDRAWAL OF BIDS**

43 Prior to the time fixed for bid opening, hand delivered or mailed bids may be withdrawn by written request from the
44 Bidder, bids submitted within the eBuilder Bidding Portal may be withdrawn using the "Recall Bid" feature in the
45 portal without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened.
46

47 After the bid has been opened, negligence on the part of the Bidder in preparing their bid confers **no** right for
48 withdrawal of the bid without penalty.
49

50 If a bid contains an error, omission, or mistake, the bidder may limit liability to the amount of their bid guarantee by
51 giving DFD written Notice, within seventy-two (72) hours of the bid opening, of their intent not to execute the contract
52 with the state. If no such notice is given, DFD reserves the right to obtain the amount of the difference in bid price
53 between the low bidder and the next low bidder.
54

1 **8. CONTRACT FORM**

2 These specifications include a copy of the contract the successful Bidder is required to enter into with the state. Bidders
3 shall read and understand the conditions contained in this contract. The successful Bidder will be offered a contract
4 through eBuilder to the contact provided by the bidder on the Bid Form.
5

6 **9. CONTRACT INTERESTS BY STATE PUBLIC OFFICIALS**

7 In accordance with section 19.45(6) of the Wisconsin Statutes, no state public official, member of a state public
8 official's immediate family, nor any organization with which the state public official or a member of the official's
9 immediate family owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness
10 may enter into any contract or lease involving a payment or payments of more than \$3,000 within a twelve (12) month
11 period, in whole or in part derived from state funds unless the state public official has first made written disclosure of
12 the nature and extent of such relationship or interest to the board and to the department acting for the state in regard
13 to such contract or lease. Any contract or lease entered into in violation of this subsection may be voided by the state
14 in an action commenced within three (3) years of the date on which the ethics board, or the department or officer
15 acting for the state in regard to the allocation of state funds from which such payment is derived, knew or should have
16 known that a violation of this subsection had occurred. This subsection does not affect the application of s.946.13.
17

18 **10. MINORITY BUSINESS ENTERPRISE AND DISABLED VETERAN-OWNED BUSINESS**
19 **INVOLVEMENT**

20
21 “Minority Business Enterprise” (MBE) means: a business certified by the Wisconsin Supplier Diversity Program
22 under Wis. Stat. s. 16.287(2).
23

24 “Disabled Veteran–Owned Business” (DVB) means: a business certified by the Wisconsin Supplier Diversity
25 Program under Wis. Stat. s. 16.283(3).
26

27 In awarding construction contracts, the Department of Administration shall attempt to ensure that 5 percent of the total
28 amount expended in each fiscal year is awarded to contractors which are minority businesses, as defined under Wis.
29 Stat. s. 16.75(3m)(a).
30

31 In awarding construction contracts, the Department of Administration shall attempt to ensure that at least 1 percent of
32 the total amount expended each fiscal year is awarded to contractors that are disabled veteran-owned businesses.
33

34 In order to assist the department in these endeavors we strongly encourage General Prime Contractors to use MBEs
35 and DVBs.
36

37 Every General Prime Contractor will be required to submit a report to DFD, on a monthly basis and upon completion
38 of the contract, which identifies the Minority Business Enterprises and Disabled Veteran-Owned Business to whom
39 work was directly subcontracted and the value of said work. Subcontractors, material suppliers, etc. under contract to
40 a subcontractor of a General Prime Contractor may not be used for reporting purposes under this paragraph unless
41 certified by the Wisconsin Supplier Diversity Program office. An MBE/DVB monthly report form will be sent to the
42 Bidder after the Notice to Proceed is issued.
43

44 For assistance in identifying DOA certified MBE and DVB companies:

- 45 1. Search the Supplier Diversity Program’s Database for Diverse, Certified Suppliers
46 <https://wisdp.wi.gov/Search.aspx>.
47 (Note: The search is dynamic and will allow you to search by Business Name, Construction Division of Work
48 Codes, Products/Services, Owner Name, etc.)
49
- 50 2. Email the certified, diverse suppliers you wish to consider and copy the Wisconsin Supplier Diversity
51 Program at DiverseSpend@wi.gov regarding logistics of them being considered for subcontracting
52 opportunity.

(Note: GPCs are encouraged to give certified, diverse suppliers at least 10 business days' notice when possible.)

3. Contact the Supplier Diversity Program with questions – DiverseSpend@wi.gov, or visit their website at: <https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>.

*The application of the 5% permissive bidding preference pursuant to Wis. Stat. § 16.855(10m)(am)3. for certified minority businesses is currently paused.

11. SUBSTANCE ABUSE PREVENTION

Mission/Purpose: The State of Wisconsin recognizes and supports drug-free workplace programs as an important element in the national strategy to reduce the devastating effects of drug and alcohol abuse in our society. The State requires contractors, subcontractors, suppliers and vendors to establish and enforce drug-free workplace policies and programs that conform to Sec 103.503 of the Wisconsin Statutes.

Statement: The possession, use of, distribution or purchase of illegal drugs, or use of alcohol at work by any employee on State of Wisconsin construction job sites, is strictly prohibited.

The terms of this Substance Abuse Program Statement shall cover all construction personnel who are working on State of Wisconsin job sites. This includes employees of all Contractors, Subcontractors, contractor suppliers, and their employees working at the job site.

General Prime Contractor's and Subcontractor's Written Program: Each General Prime Contractor and Subcontractor shall have in place a written Substance Abuse Program conforming to Sec 103.503(3) of the Wisconsin Statutes.

In addition, representatives of the State who believe that any General Prime Contractor's or Subcontractor's employee may be under the influence of alcohol or drugs shall, where deemed appropriate, contact the General Prime Contractor's or Subcontractor's appropriate management/supervision authority and request that appropriate action be taken. The General Prime Contractor's or Subcontractor's employer shall immediately remove an employee who is suspected of being under the influence of illegal drugs or alcohol shall be immediately removed from the job site.

Procedures for testing and handling of positive drug tests shall be in compliance and consistent with State and Federal laws.

Costs of Substance Abuse Programs and Testing: The cost associated with the development, implementation and enforcement of Substance Abuse Programs and any testing required shall be the responsibility of each individual General Prime Contractor and Subcontractor for their respective employees working on the job site. The State will not be responsible for any cost of substance abuse testing, rehabilitation or medical reviews related to substance abuse.

The General Prime Contractor and Subcontractors shall indemnify and hold the State harmless from any damages or other costs incurred that are related to the implementation or enforcement of any substance abuse policy or program.

12. METHOD OF AWARD - RESERVATION

General prime contractor bids that do not include the successful MEP bids identified by DFD will be rejected.

The general prime contract will be awarded based on the following, as long as the cost does not exceed the amount of project funds available:

The lowest dollar amount is submitted by a qualified, responsible, certified bidder on a SINGLE BASE BID for all work comprising the project.

Should a qualified, responsible, certified minority business enterprise or disabled veteran-owned business submit a bid that is no more than 5% higher than the apparent low bid, the Contract may be awarded to the minority business enterprise or disabled veteran-owned business.

Firms wishing to be considered for the 5% bidding preference must be certified as a minority business enterprise or disabled veteran-owned business by the Wisconsin Supplier Diversity Program and so indicate in the space provided on the Bid Form that preference is requested.

*The application of the 5% permissive bidding preference pursuant to Wis. Stat. § 16.855(10m)(am)3. for certified minority businesses is currently paused.

DFD reserves the right to reject any and all bids, or to waive any informality in any bid, or to accept any bid which will serve the best interests of the State.

Unit Prices and Informational Bids will not be considered in establishing low bidder.

13. SECURITY FOR SEPARATE 100% PERFORMANCE AND SEPARATE 100% PAYMENT

Bidder is required to furnish separate 100 % performance and 100 % payment bonds to the benefit of the Department of Administration as the sole obligee. These bonds shall be delivered to the State with the signed contract. The Surety Company shall be licensed to do business in Wisconsin. The Bond must be dated the same date or subsequent to the date of the Contract.

A certified copy of power of attorney shall be provided by the Surety Company showing that the agent who signs the Bond has the power of attorney to sign for the Surety Company. This power of attorney must be signed by the Secretary or Assistant Secretary of the company and not by an attorney-in-fact. The power of attorney must bear the same or later date as the bond.

If the Bidder is a partnership or a joint venture, a certified list providing the names of individuals constituting the partnership or joint venture must be furnished. The Contract itself may be signed by one partner of the partnership, or one partner of each firm comprising the joint venture, but the separate Performance and Payment Bonds must be signed by all of the partners.

If the Bidder is a corporation, a current certified copy of the resolution or other official act of the directors of the corporation must be submitted showing that the person who signs the contract is authorized to sign contracts for the corporation. The corporate seal must be affixed to the resolution, contract, and separate performance and payment bonds. If the Bidder's corporation has no seal, the above documents must include a statement or notation to the effect that the corporation has no seal.

14. TAXES

The Bidder shall include in the bid, all Sales, Consumer, Use and other similar taxes required by law.

In accordance with section 71.80(16)(a), Wis. Stats., SURETY BOND; NONRESIDENT CONTRACTOR. "All nonresident persons, whether incorporated or not, engaging in construction contracting in this state as contractor or subcontractor and not otherwise regularly engaged in business in this state, shall file a surety bond with the department (Wisconsin Department of Revenue MS 5-77 Attn: Non-Resident Surety Bonds, 2135 Rimrock Rd., Madison, WI 53713, telephone (608)266-2776) payable to the department of revenue, to guarantee the 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. The amount of the bond shall be 3% of the contract or subcontract price on all contracts of \$100,000 or more..."

15. SUBMISSION OF BIDS

All bids shall be submitted on the standard Bid Forms and only bids that are made on the Bid Forms will be considered. The entire Bid Form including the Addendum Receipt/Signature page, the Bid Bond Form, (if used), and other supporting documents (if any), shall be filled out and submitted in the manner specified hereinafter.

SPECIFICATIONS SHALL NOT ACCOMPANY BID.

1 No bids for any subdivision or any subclassification of this work, except as indicated, will be accepted. Any
2 conditional bid, amendment to the Bid Form or appendant thereto, the inclusion of any correspondence, written or
3 printed matter, unsolicited material or data, or details of any nature other than the information specifically called for,
4 will disqualify the Bid. Telecommunication alterations to the bid will not be accepted.

5
6 Space is provided on the Bid Form for General Prime Contractor's single bid. Appropriate insertions are as follows:
7 numerals indicating the cost of the work, \$0 if there is no cost for the work, or the words 'No Bid' if the bidder is not
8 intending to bid the work. Blank space(s) will be considered the same as 'No Bid'.
9

10 **Bidders shall submit a Single Base Bid for all the work.**

11
12 Spaces are also provided on the Bid Form for General Prime Contractor's to list the successful MEP Subcontractors
13 bids included in the General Prime Contractor's single base bid.
14

15 **General prime contractor bids that do not include the successful MEP bids identified by DFD will be rejected.**

16
17 Any addendum issued during the time of bidding shall become a part of the Contract Documents. Bidders shall
18 acknowledge receipt of such addendum in the appropriate space provided on the Bid Form. A bid will be rejected if
19 receipt of an addendum applicable to the award of contract has not been acknowledged on the Bid Form. Note that
20 while acknowledging addenda in the bid portal is essential, it is not the only acknowledgement required. Ensure that
21 all addenda are acknowledged on the provided lines of the DFD Bid Form to avoid potential rejection.
22

23 **15A. SUBMISSION OF BIDS IN THE EBUILDER BIDDING PORTAL**

24
25 **Note:** The eBuilder Bidding Portal uses a separate log in from the standard eBuilder accounts used for project access.
26 To submit bids, bidders must create a Bidding Portal account. If this is your first time bidding, navigate to the unique
27 bidding link and choose "Create Account" under "Are you a first time bidder?"
28

29 The preferred method for bid submission is a PDF scanned file of all required bid documents, including bid and bid
30 bond forms with original wet signatures or properly transmitted electronic signatures (only PDF files will be accepted)
31 submitted via the eBuilder Bidding Portal.
32

33 For bids being hand delivered, mailed, or sent via a third party deliver service, bidders are encouraged to submit their
34 bids using the **SEALED BID** envelope label that is provided within the specifications. DFD is not responsible for
35 bids not clearly labeled as required. Bids shall be signed, sealed, and delivered to the place indicated in the Invitation
36 to Bid before the time designated in the Invitation to Bid. All bids shall be identified with the Project Name, Project
37 Number, Project Location, Category of Work being bid on, Bid Date, and the Name and Address of Bidder. **Delivery**
38 **to a post office box does not constitute receipt of a bid.**
39

40 The eBuilder Bidding Portal will still require that bidders upload PDFs of bid forms, bonds, and powers of attorney
41 containing e-signatures, e-corporate seals, and e-notaries affixed to each document in accordance with the Surety's
42 obligations. We will require telephone numbers for all signatories as well as the bond principal and issuing surety
43 for oral verification. Bids must be accompanied by a bid guarantee, which may take the form of a properly executed
44 DFD form of bid bond. If a bidder elects to use a bid bond as their bid guarantee, such bid bond must be
45 accompanied by a power of attorney, which DFD will only accept as genuine if it is properly notarized. Wisconsin
46 law permits the use of (electronic) remote online notarization if it is performed using **technology providers that**
47 **have been approved by the Department of Financial Institutions (DFI).** If a bidder elects to use remote online
48 notarization it is the responsibility of the bidder and its surety to ensure that the technology provider has been
49 approved by DFI. DFD reserves the right to reject bids submitted electronically if a bidder uses a remote online
50 notarization technology provider that has not been approved by DFI.
51

52 Bid forms containing electronic signatures must be obtained using approved software in order to be accepted.
53 **DocuSign software and Adobe Digital Signature software are approved for e-signatures for submission of**
54 **bids.** Use of any other e-signature software will require additional verification and approval at least three (3)

business days prior to submission of bids. Please contact loadfdmbidsubmission@wisconsin.gov regarding any proposed electronic signature software. Failure to obtain pre-approval may result in bid rejection.

Electronically signed Bid Forms and Bid Bonds are recommended. DFD will require the apparent low bidders to submit "hard copy" versions of their bid documents if they are not electronically signed with approved software, prior to contract initiation. DFD may also require the other bidders to submit hard copy versions of bid documents before any contracts are initiated. Hard copy versions must be received within seven (7) days of request.

1. Accessing the Bid Package:

- Navigate to the projects out for bid page and select the project of interest
- Click on the unique bid package link to access the eBuilder Bidding Portal.
- Please note that the login credentials for the Bidding Portal will differ from your standard eBuilder Single Sign-On account login.
- If this is your first time bidding, navigate to the unique bidding link and choose "Create Account" under "Are you a first time bidder?"
- After logging into the Bid Portal, confirm your company and contact details, then click save.
- Upon logging in to the project, locate and "Accept" the package invitation.

2. Viewing and Downloading Documents:

- Navigate to the "Invitation Documents" tab to view and download all relevant project documents.
- Any additional addenda notifications will be accessible under the "Addenda" section. Ensure to download the addenda files from the "Invitation Documents" tab.

3. Submitting Your Bid:

- Return to the Bidding Portal and proceed to the "Response Form" section.
- Step 1: Enter your bid amount and total cost in the designated fields.
- Step 2: Upload your Bid Bond and Bid Form documents as required.
- Step 3: Acknowledge any applicable addenda. Note that while acknowledging addenda in the bid portal is essential, it is not the only acknowledgement required. Ensure that all addenda are acknowledged on the provided lines of the DFD Bid Form to avoid potential rejection.

Bidders shall be responsible for the sealed bid being delivered to the place designated for the bid opening before the time specified. Bids received after the time indicated in the Invitation to Bid will be rejected and returned to Bidder unopened.

Bids will be considered invalid and will be rejected if it has not been signed by the Bidder.

Bids will be rejected if the bidder is not certified by DOA in the division(s) of work they bid on and/or if their bid amount exceeds their certification threshold in that division of work.

16. BASE BID

Base Bids shall be received as follows:

SINGLE BASE BID FOR ALL THE WORK.

Base Bid No. 1. All Work, as per specification Divisions 2 thru 34, applicable provisions of Division 01 and related drawings.

General prime contractor bids that do not include the successful MEP bids identified by DFD will be rejected.

1 **17. INFORMATIONAL BIDS**

2
3 None.

4
5 **18. UNIT PRICES**

6 Unit prices requested on the Bid Form shall be given and, if included in the General Prime Contract, will be used for
7 additions to or deductions from amount of work required under the Contract. Unit prices shall include all costs of
8 materials, labor, insurance, taxes, overhead and profit.

9
10 DFD reserves the right to reject any unit prices as given in the bid if they are considered excessive or unreasonable,
11 or to accept any or all of the unit prices that may be considered fair and reasonable. If any unit price is rejected, the
12 work governed by such unit price, if required, shall be treated as specified in General Conditions, Article entitled
13 "Changes in the Work".

14
15 The Bidder shall refer to the Bid Form and the applicable technical section to determine the basis of unit measure and
16 the detailed information related to each unit price item requested.

17
18 The GPC shall list a **total** unit price for each item requested on the Bid Form. The **total** unit price listed should be
19 calculated by adding the unit price included with the MEP bid to the cost of any GPC work required for that item.

20
21 **19. STATED ALLOWANCES**

22
23 None.

24
25 **20. SUBCONTRACTORS**

26
27 **GENERAL PRIME CONTRACTOR SUBCONTRACT WITH MEP SUBCONTRACTORS:**

28 The successful General Prime Contractor will offer a subcontract to the successful MEP Subcontractors identified by
29 DFD and included in the General Prime Contractor's bid. This subcontract between a General Prime Contractor and
30 a MEP Subcontractor must include a scope of work clause identical to the scope of work clause included in the Bid
31 Documents and the contract between the General Prime Contractor and the state. A General Prime Contractor and an
32 MEP Subcontractor may not enter any agreement in connection with bids submitted that would alter or affect the
33 scope or price of the contracts entered into. This prohibition does not apply to DFD change orders that result in
34 changes to the plans or specifications, or to back charges allowed by the contract.

35
36 The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors and
37 General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP
38 Subcontractor.

39
40 As the work progresses under any MEP subcontract for construction of a project, the General Prime Contractor shall,
41 upon request of a subcontractor, pay to the subcontractor an amount equal to the proportionate value of the
42 subcontractor's work properly completed, less retainage. The retainage shall be an amount equal to not more than 5
43 percent of the subcontractor's work completed until 50 percent of the subcontractor's work has been completed. At 50
44 percent completion, no additional amounts may be retained, and partial payments shall be made in full to the
45 subcontractor unless the department certifies that the subcontractor's work is not proceeding satisfactorily. At 50
46 percent completion or any time thereafter when the progress of the subcontractor's work is not satisfactory, additional
47 amounts may be retained but the total retainage may not be more than 10 percent of the value of the work completed.
48 Upon substantial completion of the subcontractor's work, any amount retained shall be paid to the subcontractor, less
49 the value of any required corrective work or uncompleted work. All payments the General Prime Contractor makes
50 under this paragraph shall be within 7 calendar days after the date on which the General Prime Contractor receives
51 payment from the department.

52
53 The contract entered into between the General Prime Contractor and an MEP Subcontractor must contain all of the
54 following clauses:

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Scope of Work. The MEP Subcontractor scope of work is identical to the General Prime Contractor scope of work included in these bidding and contract documents. By submitting and signing a bid, all bidders have examined all of the Bidding Documents listed in the Table of Contents of the project specifications. The successful bidders will be required to do all work which is shown on the drawings, mentioned in the specifications, or reasonably implied as necessary to complete the division of work bid for this project.

Prompt Payment. (general prime contractor) shall pay (mechanical, electrical, or plumbing subcontractor) in accordance with section 16.855(19)(b), Wisconsin stats, for work that has been satisfactorily completed and properly invoiced by (mechanical, electrical, or plumbing subcontractor). A payment is timely if it is mailed, delivered, or transferred to (mechanical, electrical, or plumbing subcontractor) by the deadline under section 16.855(19)(b), Wisconsin stats.

If (mechanical, electrical, or plumbing subcontractor) is not paid by the deadline in this contract, (general prime contractor) shall pay interest on the balance due from the eighth day after the (general prime contractor) receives payment from the Department of Administration for the work for which payment is due and owing to (mechanical, electrical, or plumbing subcontractor), at the rate specified in section 71.82, Wisconsin stats., compounded monthly.

A (mechanical, electrical, or plumbing subcontractor) that receives payment as provided under this contract and that subcontracts with another entity shall pay those subcontractors, and be liable for interest on late payments to those subcontractors, in the same manner as the (general prime contractor) is required to pay the (mechanical, electrical, or plumbing subcontractor) under this contract.

Insurance and Bonds. (mechanical, electrical, or plumbing subcontractor) shall not commence work under this contract until it has obtained all necessary insurance required of (mechanical, electrical, or plumbing subcontractor) in the contract between the (general prime contractor) and the Department of Administration. (mechanical, electrical, or plumbing subcontractor) shall provide a separate 100 percent performance bond and a separate 100 percent payment bond to the benefit of the (general prime contractor) as the sole named obligee. Original bonds shall be given to the (general prime contractor) and a copy shall be given to the Department of Administration no later than 10 days after execution of this contract.

Indemnification. To the fullest extent permitted by law, (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold harmless (general prime contractor) and its officers, directors, agents, and any others whom (general prime contractor) is required to indemnify under its contract with the department, and the employees of any of them, from and against claims, damages, fines, penalties, losses, and expenses, including but not limited to attorney fees, arising in any way out of or resulting from the performance of the work under this contract, but only to the extent such claim, damage, fine, penalty, loss, or expense: (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including but not limited to loss of use resulting therefrom and is caused by the negligence, or acts or omissions, of (mechanical, electrical, or plumbing subcontractor), its subcontractors, any of their employees, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (2) as related to such claims, damages, fines, penalties, losses, and expense of or against (general prime contractor), results from or arises out of the negligence of the (general prime contractor) or other fault in providing general supervision or oversight of the work of (mechanical, electrical, or plumbing subcontractor) or (3) as related to claims, damages, fines, penalties, losses, and expense against the Department of Administration, arises out of the department's status as owner of the project or project site.

In addition (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold harmless (general prime contractor) and its officers, directors, agents, and any others (general prime contractor) is required to indemnify under its contract with the department, and the employees of any of them, from any liability, including liability resulting from a violation of any applicable safe place act, that (general prime contractor) or the state incurs to any employee of (mechanical, electrical, or plumbing subcontractor) or any third party where the liability arises from a derivative claim from said employee, when the liability arises out of the failure of the (general prime contractor) or the state to properly supervise, inspect, or approve the work or work area of (mechanical, electrical, or plumbing subcontractor), but only to the extent that the liability arises out of the acts or omissions of (mechanical, electrical, or plumbing subcontractor), its employees, or

1 anyone for whom (mechanical, electrical, or plumbing subcontractor) may be liable, or from (mechanical,
2 electrical, or plumbing subcontractor's) breach of its contractual responsibilities or arises out of (general
3 prime contractor's) negligence or other fault in providing general supervision or oversight of (mechanical,
4 electrical, or plumbing subcontractor's) work or arises out of the Department of Administration's status as
5 owner of the project or project site. In claims against (general prime contractor) or the state by an employee
6 of (mechanical, electrical, or plumbing subcontractor) or its subcontractors or anyone for whose acts
7 (mechanical, electrical, or plumbing subcontractor) may be liable, the indemnification obligation of this
8 paragraph is not limited by a limitation on amount or type of damage, compensation, or other benefits payable
9 by or for the (mechanical, electrical, or plumbing subcontractor) subcontractors under workers compensation
10 act.

11 Except as identified above, the obligations of (mechanical, electrical, or plumbing subcontractor) under this
12 indemnification do not extend to the liability of (general prime contractor) and its agents or employees arising
13 out of (1) preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or
14 specifications; (2) the giving of or failure to give directions or instructions by the (general prime contractor)
15 or the Department of Administration or their agents or employees provided the giving or failure to give is the
16 cause of the injury or damage; or (3) the acts or omissions of other subcontractors.

17
18 **Retainage.** Retainage shall occur and be in amounts and on a schedule equal to that in the contract between
19 (general prime contractor) and the Department of Administration.
20

21 **MEP AND NON-MEP SUBCONTRACTORS:**

22 Bidders shall submit a completed Request for Subcontractor Approval (Form DOA-4225) with their bid or within
23 seven days of the general prime contractor bid opening. The Request for Subcontractor Form shall also include, to the
24 extent practicable, a list of their suppliers furnishing materials for the project. Submission of a completed Request for
25 Subcontractor Approval form is an element of responsiveness. Failure to submit this completed form within the above
26 time limits will be considered unresponsiveness and may result in contract award to the next apparent low bidder.
27 Refer to Article 11 of the General Conditions for further information.
28

29 **21. COMMENCEMENT AND COMPLETION**

30 The successful General Prime Contractor Bidder must agree to commence the work on or after a date to be specified
31 in a written "Notice to Proceed" issued by the state and to fully complete all the work within **639** consecutive
32 calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is
33 issued. Refer also to General Conditions, Article entitled "Time for Completion of the Project." **The vault toilets
34 are pre-manufactured buildings that are to be supplied by the owner and set in place by the vault toilet
35 supplier, all under a separate contract. The GPC shall be responsible for coordinating/scheduling the delivery
36 and setting of the vault toilets. The GPC shall take into account varied installation times based on the
37 availability of the pre-manufactured vault toilet buildings from the manufacturer. The GPC shall be
38 responsible for coordinating with the manufacturer before conducting excavation and site preparation work.**
39

40 **The GPC shall coordinate exact delivery dates with pre-manufactured building supplier HuffCutt Concrete,
41 Reed Sorenson (715-723-7446). Demolition, site preparation, vault toilet delivery and installation, paving
42 (concrete and asphalt) and retaining walls shall be completed within 30 consecutive calendar days per site.**
43

44 **Construction work and vault installations at the following locations shall only be allowed between Labor Day
45 and Memorial Day (September 8, 2026 to May 26, 2027; or September 7, 2027 to May 24, 2028):**

- 46 1. Yellowstone Shelter Building
- 47 2. Yellowstone Campground #125
- 48 3. Yellowstone Campground #42
- 49 4. Yellowstone Campground #34
- 50 5. Yellowstone Boat Rental
- 51 6. Nelson Dewey Campground #16
- 52 7. Nelson Dewey Campground #38
- 53 8. Nelson Dewey Campground #41
- 54 9. Nelson Dewey Walnut Group Campground

Construction work and vault installations at the following locations shall be allowed at any time between Labor Day to Memorial Day (Septmeber 8, 2026 to May 24, 2028). GPC shall provide two (2) portable toilets with one (1) being ADA accessible or existing vaults must be left operational and accessible.

1. Tower Hill
2. Yellowstone Dam
3. Nelson Dewey Picnic Area

Alternative installation windows will require the approval of the park manager.

The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors and General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP Subcontractor. These milestones will be incorporated into the master project schedule after the Notice to Proceed is issued. The schedule must include, but is not limited to, the following milestone categories as they apply to the project:

Start Date (Month/Year)	End Date (Month/Year)	Schedule Milestones
September 2026	September 2027	PreConstruction Activities (Submittals, Procurement, Permitting, etc.)
September 2026	May 2028	Demolition, Excavation, Vault Installations, Site Work
May 2028	May 2028	Substantial Completion

22. EBUILDER PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

Contract offer and construction phase records including Questions, Requests for Information, Construction Bulletins, Proposals, Change Orders, Schedule of Values, and Requests for Payment will be processed electronically on the eBuilder PMIS. Other construction phase records and applications will be implemented, as they become available.

Successful Bidders shall have available for use within 72 hours of the bid date and maintain over the course of the construction phase, from date of Notice-to-Proceed through receipt of Final Payment, an Internet connection to access and utilize the eBuilder PMIS.

23. WORK BY THE STATE

The following work will be accomplished by DFD or will be let under separate contracts and will not be included under the General Prime Contract:

- VAULT TOILET PROCUREMENT – The vault toilets are pre-manufactured buildings that will be supplied by the Owner.
- SETTING OF VAULT TOILET – The setting of the pre-manufactured vault toilet buildings will be by the vault toilet supplier. The GPC shall be fully responsible for coordinating delivery date(s) of pre-manufactured buildings and scheduling work activities.
- ELECTRICAL SITE WORK – All electrical work will be completed by others. This includes de-energizing existing building services, pulling back existing wiring, and removing items designated to be removed prior to demolition. Work by others also includes running electrical service to the new vault toilet buildings once they are set in place.
- SALVAGE OF EXISTING MATERIALS – The Owner may salvage fixtures from existing vault toilet buildings prior to construction.
- ASBESTOS ABATEMENT – None anticipated. Refer to Division 01, General Requirements, Article 5, HAZARDOUS SUBSTANCES for regulatory requirements, materials testing results, and Contractors responsibility regarding ACM.

BID FORM – GENERAL PRIME CONTRACTOR (GPC) (Rev 10/2025)
DIVISION OF FACILITIES DEVELOPMENT
s.16.855 Wis. Stats.

**VAULT TOILET REPLACEMENTS – SOUTHWEST DISTRICT
NELSON DEWEY, YELLOWSTONE LAKE
AND TOWER HILL STATE PARKS
DEPARTMENT OF NATURAL RESOURCES
STATEWIDE, WISCONSIN**

Division Project No. **24L2M**

**BID SUBMISSION DUE by 1:00PM,
General Prime Contractor (GPC) Bid Opening: 2:00 P.M., July 22, 2026.**

To: State of Wisconsin, Department of Administration, Division of Facilities Development

We _____
(a joint venture)
(Limited Liability Company (LLC)
(a corporation)
(a partnership)
(an individual)
(Cross out inapplicable)

Of _____
Street City County State Zip

hereby agree to execute a contract with the Division of Facilities Development (DFD) and a subcontract with all successful MEP Bidders identified by DFD and listed in this bid, and to furnish satisfactory separate 100% Performance Bond and 100% Payment Bond in the amount specified no later than ten (10) days of the contract offer, and to provide all labor and material required for the construction of the project designated above, for the prices hereinafter set forth, in strict accordance with the Contract Documents prepared by **Foth Infrastructure & Environment, 2418 Crossroads Drive, Suite 3600, Madison, WI 53718** for DFD and dated **June 5, 2026**.

eBuilder Contact for Contract Offer:
(For use by DFD to offer the contract within eBuilder)

Contact Name: _____

Telephone Number: _____

Email Address: _____

IMPORTANT: BEFORE SUBMITTING YOUR BID, PLEASE VERIFY THAT:

1. You have been **certified by DOA as a qualified and responsible bidder** for the amount of your bid within the division(s) of work being bid.
2. You have **entered all Bid amounts in numeric characters** (Example: \$9,999);
3. You have **acknowledged receipt of all addenda**;
4. You have **signed the Bid Form**
5. You have **included a valid Bid Guarantee** for not less than 10% of the value of the bid as either:
 - a) a Bid Bond signed by the contractor and surety and with a Power of Attorney attached, **or**
 - b) a Cashier's Check or Bank Check pursuant to Wis stats. s. 779.14(1m)(c)2.b. and 779.14(1s). A Company or Personal Check will not be accepted.

SINGLE BASE BID - GENERAL PRIME CONTRACTOR

ALL WORK

BASE BID NO 1. ALL WORK required to fully complete the project in accordance with the Contract Documents,

for the sum of (\$_____)

Enter bid amount in numeric characters only (Example: \$9,999). See Instructions to Bidders 'Article 15 Submission of Base Bids' for detailed instructions.

UNIT PRICES (listed below are for additions to or deductions from amount of work required under the contract. See Instructions to Bidders 'Article 18 Unit Prices' for detailed instructions.) (Applicable to Base Bid No. 1)

Unit Description	Specification Section	Unit Price	Quantity Included in All Work (Lump Sum Base Bid)
Tree Removal, Under and including 12" Diameter (Additional trees above and beyond the removals as shown on the drawings.)	31 10 00	\$_____ Per Tree	Tree removals as shown on the drawings.
Tree Removal, 12" to 24" Diameter (Additional trees above and beyond the removals as shown on the drawings.)	31 10 00	\$_____ Per Tree	Tree removals as shown on the drawings.

Base Bid No. 1 includes the bids from the following successful MEP Subcontractors identified by DFD for the mechanical, electrical, plumbing, and fire protection divisions of work in this project. The General Prime Contractor shall enter into subcontracts with these MEP Subcontractors:

Fire Suppression Base Bid No. 2:

Identified Subcontractor: N/A

Amount: N/A

Plumbing Base Bid No. 3:

Identified Subcontractor: N/A

Amount: N/A

Heating Ventilating and Air Conditioning Base Bid No. 4:

Identified Subcontractor: N/A

Amount: N/A

Electrical Base Bid No. 5:

Identified Subcontractor: N/A

Amount: N/A

1 COMMENCEMENT AND COMPLETION OF CONTRACT WORK

2 The undersigned agrees, if awarded the contract, to enter into a subcontract with the MEP Bidders identified by DFD,
3 and to commence the Contract work on or before a date to be specified in a written Notice to Proceed, and to complete
4 the work in accordance with the project schedule in the Instructions to Bidders.

5
6 ADDENDUM RECEIPT

7 We acknowledge receipt of the following Addenda:

8
9 Addendum No. _____ Date _____

10
11 Addendum No. _____ Date _____

12
13 Addendum No. _____ Date _____

14
15 Addendum No. _____ Date _____

16
17 Addendum No. _____ Date _____

18
19 PRIOR TO SIGNING, BIDDERS' ATTENTION IS DIRECTED TO INSTRUCTIONS TO BIDDERS TO AVOID
20 THE POSSIBILITY OF INVALIDATING THIS BID.

21
22 BY SIGNING THIS BID FORM, THE BIDDER ATTESTS TO PERSONAL KNOWLEDGE OF THE
23 FOLLOWING:

- | | |
|----|--|
| 24 | 1. Bidder is <u>certified</u> by DOA as a qualified and responsible bidder for the amount of the bid submitted, within the division(s) of work being bid. |
| | 2. In accordance with Wis. Stats. 16.855 (13) and (14) and ARTICLE 21 of these Bidding Documents, Bidder agrees to enter into a subcontract with the successful MEP Subcontractors identified by DFD. |
| | 3. Bidder has examined the drawings and specifications, carefully prepared the bid form, and has reviewed all forms in detail before submitting bid; and bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, bid rigging, bid rotation, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid. |
| | 4. That all work will be performed at the Bidder's own proper cost and expense, that the Bidder will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract. |

25
26
27
28 _____
29 (Firm Name)

30
31 (Seal, if bid is by a corporation) _____
32 (Bidder's Printed Name)

33 Date: _____ By _____
34 (Signature of Bidder)
35 (Digital Preferred)

36
37 [] Place an "X" in the box if Bidder is certified as a disabled veteran-owned business by the Wisconsin
38 Supplier Diversity Program and wishes to be considered for the 5% bidder preference.

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From:

IMPORTANT: BEFORE SUBMITTING YOUR BID, PLEASE VERIFY THAT:

- 1. You have been **certified by DOA as a qualified and responsible bidder** for the amount of your bid within the division(s) of work being bid.
- 2. You have **entered all Bid amounts in numeric characters** (Example: \$9,999);
- 3. You have **acknowledged receipt of all addenda**;
- 4. You have **signed the Bid Form**
- 5. You have **included a valid Bid Guarantee** for not less than 10% of the value of the bid as either:
 - a) a Bid Bond signed by the contractor and surety and with a Power of Attorney attached, **or**
 - b) a Cashier’s Check or Bank Check pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s). A Company or Personal Check will not be accepted.

SEALED BID

Project Name	
Project No.	
Location	
Bid Category	
Bid Date	

To: **Department of Administration
Division of Facilities Development
101 E. Wilson Street, 7th Floor
Madison, WI 53703**

(Complete and securely tape to exterior of sealed envelope – only if submitting a hard copy of your bid)

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GENERAL PRIME CONTRACTOR (GPC) BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that _____
(a corporation of the State of _____) (individual), (partnership) (hereinafter referred to as the
"Principal"), and _____, a corporation of the State of _____

Name of Surety

(thereinafter referred to as the "Surety"), are held and firmly bound unto the State of Wisconsin, for Department of Administration, Division of Facilities Development (hereinafter referred to as "DFD"), in the penal sum of ten percent (10%) of the amount of the total bid or bids of the Principal herein accepted by DFD, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, or is about to submit, to the State of Wisconsin a certain bid, including the related combined bids attached hereto and hereby made a part hereof, to enter into a Contract in writing for _____

Type of Work

for the _____
Project

- (1) If said bid is rejected by DFD, then this obligation shall be void; or
- (2) If said bid is accepted by DFD and the Principal shall execute and deliver a Contract in the form specified by DFD (properly completed in accordance with said bid) and shall furnish a separate 100% performance bond for the Principal's faithful performance of said Contract, and a 100% payment bond for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; or
- (3) If said bid is accepted by DFD and the Principal shall fail to execute and deliver the Contract and the performance and payment bonds noted in (2) above, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to DFD the penal sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as stated. Notice will be given by DFD to the Principal and Surety of intent to request payment of all or any part of the penal sum, a minimum of 7 calendar days before making demand of payment. Payment of the penal sum by the Surety and its bond shall be received by DFD within 72 hours following demand by DFD.

The Surety, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which DFD may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

SEAL:

Principal

Date

By: _____

SEAL:

Name of Surety

Date

By: _____

NOTE TO SURETY AND PRINCIPAL: The bid submitted, which this bond guarantees, may be rejected if the following instrument is not attached to this bond: Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

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DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # _____ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Name - Authorized Representative

Signature - Authorized Representative

Company Name

Date

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REQUEST FOR SUBMITTAL APPROVAL

Project Name _____

DFD Project No. _____

Contractor Name _____

Contractor Phone No. _____

Subcontractor/Supplier Name _____

Specification Section No. _____

☐ By checking this box the contractor certifies that the product(s) in this submittal comply with the Build America, Buy America (BABA) Act.

☐ Check this box if the product(s) is/are exempt of compliance with the Build America, Buy America (BABA) Act. Attach the waiver(s) with this submittal.

☐ Check this box if Building America, Buy America (BABA) Act is not applicable to the project(s).

- a. This Submittal is made under the provisions of the General Conditions of the Contract Documents. The Contractor makes an express warranty to DFD, by express affirmation, that if installed into or made a part of this project, the work which forms the basis of this Submittal will conform to the design requirements of the Contract Documents.
- b. It is the purpose of this Submittal to describe the goods proposed for use by the Contractor and to demonstrate conformance of that description to the Contract Documents.
- c. At the time of this submission, the Contractor acknowledges awareness that the purpose of this Submittal is to obtain DFD's authorization to use this Work for purposes of Contract Document compliance by the Contractor, and further, that DFD, in doing so, relies upon the skill, judgment and integrity of the Contractor to insure that this submitted Work complies with requirements of the Contract Documents. Contractor hereby acknowledges that it has, through the use of its own resources, found and selected the Work submitted herewith and that the Work submitted is usable for the purpose of being fit and suitable in the final construction under this Contract Documents.
- d. Notwithstanding any provision of this Contract Documents to the contrary, the Contractor hereby notifies DFD that the following features of the Submittal MAY NOT BE IN CONFORMANCE with Contract Document requirements, but nevertheless asks approval thereof. (Contractor shall include brief, specific description of each potential nonconformity. If NONE, Contractor shall so state.)

1.

2.

3.

4.

☐ Check if additional page(s) of potential nonconformity are attached.

Signed _____

Contractor's Authorized Representative

_____ Date

Note: Contractors are required to copy and use this form as a cover sheet accompanying all submittals, as described in the General Conditions of the Contract Documents. All pages of submittals are to be consecutively numbered, with a front index page listing the total sequence of pages included.

This form can be made available in accessible formats to qualified individuals with disabilities upon request.

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Request for Subcontractor Approval

Contractor Name		Project Title
Street Address	PO Box	Location
City	State	ZIP + 4
Contact Person	Phone Number	DFD Project Manager
Prime Contractor Business Certification ☐ MBE* ☐ DVB*		Contract Amount \$

The use of any subcontractors for this project must have prior approval by DFD.

☐ Revised Form _____

☐ **No Subcontractors will be used on this project**

Subcontractor Name / Phone Contact Person / Email	City, State	Type of Work/Service	Estimated Contract Amount	MBE*	DVB*
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐

* MBE Minority Business Enterprise / DVB Disabled Veteran-Owned Business

☐ Additional Pages Attached

Prepared By:

Signature Date (mm/dd/ccyy)

Printed Name

Title

For DFD Use Only

Screened By Date (mm/dd/ccyy)

☐ Subcontractors Approved

☐ Subcontractors Approved Except as Noted

Project Manager Date (mm/dd/ccyy)

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PERFORMANCE BOND (100%)

This Surety Bond instrument is hereby executed to guarantee performance of a proposed contract between the herein named Principal and the State, dated _____, 20____, a copy of which is hereto attached and made a part hereof, herein called "Contract," for the construction of

Project Title and Location _____

Project Number _____ Contract For Work _____

KNOW ALL PEOPLE BY THESE PRESENTS That

Name of Contractor

as contractor, herein called "Principal", and

Name of Surety

of

City and State

as Surety, herein called "Surety", are held firmly bound to the State of Wisconsin, for the Department of Administration, Division of Facilities Development herein called "the Owner", in the amount of \$ _____ for the faithful performance of the Contract as hereinafter set forth. For the payment of which, well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the said bounded Principal shall promptly and faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the Contract, in all respects, and within the time prescribed in the Contract (or as such time may be extended as provided in the Contract), and shall indemnify and save harmless the Owner, its officers, employees and agents against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by Principal or its subcontractors, and shall in all respects perform the Contract according to law, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

FURTHER, that no change, extension of time, alteration or addition to the work to be performed, or amount of, the Contract shall in any way affect Principal's or Surety's obligations on this bond, and Surety does hereby waive notice of any change, extension of time, alterations or additions thereunder.

PROVIDED, FURTHER, that the undersigned states that pursuant to express authority the corporate seal affixed to this instrument is the seal of this surety company, that the seal was affixed and this instrument was executed for and on behalf of this surety company; that authority has not been revoked by this surety company; that this instrument was executed as the free act and deed of this surety company; that the certificate of authority from the Commissioner of Insurance showing authority of this surety company to transact business in the State of Wisconsin has been obtained and will be provided to the Owner upon request; and further, that this surety bond was written through an agent duly licensed as such on the date thereof.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20 _____.

FOR THE PRINCIPAL

By _____

Corporate Secretary Signature

(Seal)

President, Partner or Individual Signature

Witnessed by _____

Witnessed by _____

Two witnesses must attest above signatures.

FOR THE SURETY

By _____

*Corporate Secretary Signature

(Seal)

Attorney in Fact or Authorized Officer

Street or PO Box

City, State and Zip Code

Telephone Number

Email Address

(This email address will be used to notify Surety of Project Start Date)

ACKNOWLEDGEMENT

STATE OF _____)

) ss

COUNTY OF _____)

I, _____, a Notary Public of said County and State, do hereby certify that _____

_____, Attorney-in-Fact or authorized officer of _____,
Name of Surety

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument
for and on behalf of _____,

for the uses and purposes therein set forth. Name of Surety

Given under my hand and notarial seal at my office at _____, _____, in said county,
City State

this _____ day of _____, 20_____, A.D.

Notary Public

My commission expires _____

This Performance Bond is

APPROVED

Administrator, Division of Facilities Development



PAYMENT BOND (100%)

This Surety Bond instrument is hereby executed to guarantee payment of a proposed contract between the herein named Principal and the State, dated _____, 20____, a copy of which is hereto attached and made a part hereof, herein called "Contract," for the construction of

Project Title and Location _____

Project Number _____ Contract For Work _____

KNOW ALL PEOPLE BY THESE PRESENTS That

Name of Contractor

as contractor, herein called "Principal", and

Name of Surety

of

City and State

as Surety, "Surety", are held firmly bound to the State of Wisconsin, for the Department of Administration, Division of Facilities Development herein called "the Owner", in the amount of \$_____ for the payment of all claims, costs, charges and other amounts arising in connection with, or related to, the Contract as hereinafter set forth. For the payment of which, well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the said bounded Principal shall promptly make payment pursuant to Section 779.14 of the Wisconsin Statutes to all persons who supply labor and material to said project in the prosecution of the work arising in connection with, or related to, the Contract, and shall pay all other just debts, dues and demands incurred in the performance of the Contract, and shall indemnify and save harmless the Owner, its officers, employees and agents against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered as the result of Principal's failure to pay any amounts in connection with, or related to, the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

FURTHER, labor performed and materials furnished, used or consumed in making the public improvement or performing the public work, include, without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for worker's compensation insurance and contributions for unemployment compensation.

FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

FURTHER, that no change, extension of time, alteration or addition to the work to be performed, or amount of, the Contract shall in any way affect Principal's or Surety's obligations on this bond, and Surety does hereby waive notice of any change, extension of time, alterations or additions thereunder.

PROVIDED, FURTHER, that the undersigned states that pursuant to express authority the corporate seal affixed to this instrument is the seal of this surety company, that the seal was affixed and this instrument was executed for and on behalf of this surety company; that authority has not been revoked by this surety company; that this instrument was executed as the free act and deed of this surety company; that the certificate of authority from the Commissioner of Insurance showing authority of this surety company to transact business in the State of Wisconsin has been obtained and will be provided to the Owner upon request; and further, that this surety bond was written through an agent duly licensed as such on the date thereof.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20_____.

FOR THE PRINCIPAL

By _____
Corporate Secretary Signature

(Seal)

President, Partner or Individual Signature

Witnessed by _____

Witnessed by _____

Two witnesses must attest above signatures.

FOR THE SURETY

By _____
*Corporate Secretary Signature

(Seal)

Attorney in Fact or Authorized Officer

Street or PO Box

City, State and Zip Code

Telephone Number

Email Address

(This email address will be used to notify Surety of Project Start Date)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

I, _____, a Notary Public of said County and State, do hereby certify that _____

_____, Attorney-in-Fact or authorized officer of _____,
Name of Surety

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument
for and on behalf of _____,
Name of Surety
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office at _____, _____, in said county,
City State

this _____ day of _____, 20_____, A.D.

Notary Public

My commission expires _____

This Payment Bond is

APPROVED

Administrator, Division of Facilities Development

* If signatory is a corporation, Secretary of corporation shall attest, otherwise leave blank.



CONSTRUCTION CONTRACT

Date _____

Project No. _____

THIS AGREEMENT is between the State of Wisconsin by its Department of Administration, represented by its Division of Facilities Development, herein called "DFD", and _____ doing business as a
_____ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and arrangements hereinafter mentioned, to be directed by DFD, the CONTRACTOR will commence and complete the construction described as follows:

hereinafter called the "Project", for the sum of _____ Dollars (\$ _____ .00)
and all other work in connection therewith, under the terms as stated in the Contract Documents; 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 said Project in accordance with the conditions and prices stated in the Bid Form, Bidding and Contract Requirements, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the technical portion of the specifications therefor; as prepared by _____ herein called the A/E, and as enumerated in the Specification's Table of Contents, all of which are made a part hereof and collectively evidence and constitute the Contract Documents.

The CONTRACTOR hereby agrees to commence work under this Contract on or after a date to be specified in a written "Notice to Proceed" and to complete this work **within ##### consecutive calendar days thereafter.**

DFD agrees to have the CONTRACTOR paid in current funds for the performance of the contract subject to additions and deductions, as provided in the General Conditions of the Contract, and to authorize payments on account thereof as provided in the Article entitled, "Payments to Contractor" of the General Conditions.

DFD has the delegated power and duty pursuant to Sec. 16.85(l), to act on all matters and for all purposes under this Contract; including additions and modifications therein incorporated.

IN WITNESS WHEREOF, DFD and the CONTRACTOR have executed this contract.

(Seal)

CONTRACTOR:

Company Name

By _____
Signature Date

Printed Name

Secretary of Corp.

Title

Witness

Employer Number (FEIN) or Social Security Number

This Contract is not valid or effectual for any purpose until executed by all parties, and no work is authorized until the CONTRACTOR has been given Notice to Proceed by DFD.

APPROVED (*if Contract is over \$600,000*)

Administrator, Division of Facilities Development Date

Governor of Wisconsin Date

Note: If Contractor is a corporation, Secretary should attest. In accordance with current Federal IRS Regulations, all service provider entities are required to submit either their Employer Number or Social Security Number in order to receive payment for services rendered. The State of Wisconsin requests Tax ID numbers for all entities providing either goods or services, to facilitate approved payments to vendors in accordance with certain State Statutes and/or Administrative Rules.



GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

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GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

1. CONTRACT ADMINISTRATION

- A. The intention of the Contract Documents is to include all labor, materials, and equipment necessary for the completion of the Work in accordance with the standard of quality established by the Contract Documents and within the allowable time period specified.
- B. The General Prime Contractor shall attend a Pre-Construction Meeting, which will be scheduled by DFD. DFD shall designate DFD'S "PROJECT REPRESENTATIVE" at the Project Pre-Construction Meeting. This person is delegated authority to act on behalf of DFD, unless the Contract Documents specifically identify another party responsible for DFD Work activities. It is the intent of DFD to provide, to the extent possible, a single point of contact and communication for the General Prime Contractor to facilitate efficient, timely, and cost cost-effective completion of the Work.
- C. The General Prime Contractor shall employ, and specifically assign to the Project, a construction superintendent or foreman, experienced in Work of the character required by the Contract Documents. This person shall be delegated authority to act on behalf of the General Prime Contractor, and shall be, to the extent possible, a single point of contact and communication for DFD and all Subcontractors to facilitate efficient, timely, and cost-effective completion of the Work.
- D. DFD will periodically schedule progress meetings. At each such progress meeting, the parties will discuss the above-mentioned items, cooperate with others to assure successful completion of the Work, and help to quickly resolve problems which arise.

2. DEFINITIONS

THE FOLLOWING TERMS AS USED IN THE CONTRACT DOCUMENTS ARE DEFINED AS FOLLOWS:

- A. "ADDENDUM" means a written or graphic instruction which clarifies, amends, or interprets the Bidding Documents.
- B. "A/E" and "ARCHITECT/ENGINEER" means a person, partnership, corporation, or other business organization under Contract with DFD to prepare drawings and specifications, to advise DFD, to provide DFD with design services, and in certain cases, to perform inspection and review for the sole benefit of DFD during construction.
- C. "BIDDING AND CONTRACT REQUIREMENTS" means all items as described in Division 1 including "Bidding Requirements," "Contract Forms," "General Conditions," "Supplementary General Conditions," "General Requirements."
- D. "CONTRACT DOCUMENTS" means collectively, all documents listed in the Table of Contents of this Specification, the Drawings, Addenda, Change Orders, Notice to Proceed, and any changes in the Work approved by DFD and General Prime Contractor before the execution of the Contract.
- E. "CONTRACTOR" means any individual, firm, corporation, or other non-governmental organization which, in cooperation with other Contractors and persons, performs Work required by the Contract Documents. "Contractor" is all contractors working on a project regardless of contractual relationship. This includes the General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all Subcontractors, regardless of tier of subcontract. The term "Contractor" does not include the State or the A/E.
- F. "DAMAGES FOR UNTIMELY PERFORMANCE" means a predetermined monetary amount to be paid to the State, based on anticipated real costs which the State will incur, due to the General Prime Contractor's failure to complete the Work within the allowable time identified in the Contract Documents.
- G. "DELAY" means an event that causes an increase in the duration of the Project, or that changes the sequence of the Work or individual Work activities, thereby preventing completion of the Project within the time period specified in the Contract Documents.
- H. "DFD" means Division of Facilities Development. (See "OWNER").

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

- I. "DFD'S PROJECT REPRESENTATIVE" means the person or persons' delegated authority to act on behalf of DFD. Such person or persons may be the employees of DFD, or Consultants hired to perform the activities and responsibilities of DFD. "DFD's Project Representative" will be designated in writing at the Pre-Construction Meeting. DFD reserves the right to change its designated Project Representative at any stage of the Work, upon prior written notice to the General Prime Contractor.
- J. "DRAWINGS" means the graphic and pictorial portions of the Contract Documents, showing the design, type of construction, location, dimension and character of the Work to be provided by the General Prime Contractor, generally including, but not limited to plans, elevations, sections, details, schedules, diagrams, notes and portions of Specification.
- K. "EQUALS" means material, equipment or methods proposed and warranted by the General Prime Contractor as being equivalent to essential attributes of the material, equipment or method specified in the Contract Documents, and approved by DFD.
- L. "EXTENDED AND UNABSORBED OVERHEAD COSTS" means extended and unabsorbed overhead costs and related damages calculated pursuant to the original and modified Eichleay formulas adopted and recognized by the Armed Services Board of Contract Appeals and the United States Court of Appeals for the Federal Circuit.
- M. "FIELD ORDER" means changes in the Work made by DFD through use of direction, instruction, interpretation, determination, or any other mode or manner.
- N. "GENERAL PRIME CONTRACTOR" means the individual, firm, corporation, or other non-governmental organization that enters into a contract with the state to perform all work as required by the Contract Documents and enters into contracts with subcontractors including MEP Subcontractors identified by DFD. The term "General Prime Contractor" does not include the State or the A/E.
- O. "MECHANICAL, ELECTRICAL, OR PLUMBING SUBCONTRACTOR" ("MEP SUBCONTRACTOR") is any individual, firm, corporation, or other non-governmental organization that performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection (fire suppression) work for the Project, and is identified by DFD as the successful MEP Subcontractor to enter into a contract with the General Prime Contractor to perform their division of work described in the contract documents.
- P. "NON-MEP SUBCONTRACTOR" means any subcontractor to a General Prime Contractor in divisions of work other than mechanical, electrical, plumbing, and fire protection. "Non-MEP Subcontractor" includes suppliers and installers to the General Prime Contractor.
- Q. "SUBCONTRACTOR" means all subcontractors on a project. "Subcontractor" includes MEP Subcontractors, subcontractors to the MEP Subcontractors, and Non-MEP Subcontractors.
- R. "NOTICE TO PROCEED" means a written notice provided by DFD to the General Prime Contractor authorizing the General Prime Contractor to proceed with the Work and establishing the date for completion of the Work.
- S. "OWNER" means the State of Wisconsin, Department of Administration, Division of Facilities Development, herein termed "DFD." DFD exercises the powers and duties prescribed by Wis. Stats. §§ 16.85 and 16.855.
- T. "PROJECT" means the total and complete construction of the Work required by the Contract Documents.
- U. "PROJECT SCHEDULE" means a graphic and written analysis of activity duration and sequencing, which is required for successful completion of the Project within the time period identified in the Contract Documents.
- V. "SHOP DRAWINGS" means drawings, diagrams, illustrations, schedules, performance charts, brochures, catalog data, and other data or samples specially prepared or provided by the General Prime Contractor, a Subcontractor including MEP Subcontractor Non-MEP Subcontractor, or Material Supplier to illustrate some portion of the Work. The terms "SHOP DRAWINGS" and "SUBMITTALS" may be used interchangeably in the Contract Documents.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

- W. "SPECIFICATIONS" means the Volume assembled for the Work which typically includes the Bidding and Contract Requirements, forms, and Technical Sections.
- X. "STATE" means the State of Wisconsin and its officers, employees, agents, divisions, bureaus, commissions, boards, authorities, and universities, colleges, and other institutions of higher learning.
- Y. "SUBMITTALS" means the terms "SUBMITTALS" and "SHOP DRAWINGS" may be used interchangeably in the Contract Documents. Refer to the definition of "SHOP DRAWINGS" contained herein.
- Z. "SUBSTANTIAL COMPLETION" means the stage in the progress of the Work when DFD determines that the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Project, or designated portion thereof, can be occupied and used for its intended purpose.
- AA. "SUBSTITUTIONS" means the use of material or equipment not specified in the Contract Documents, but that the General Prime Contractor proposes and warrants as suitable for the use intended and conforms to all other physical, functional, and performance requirements of the Contract Documents.
- BB. "SURETY" means a person or entity licensed to do business in the State of Wisconsin, who provides separate Performance Bonds and Payment Bonds to a General Prime Contractor to indemnify the State against all damages suffered by failure of the General Prime Contractor to perform the Work and to pay all lawful claims of Subcontractors, Material Suppliers, and laborers.
- CC. "WORK" means the plant, labor, materials, service, supplies, equipment, and other facilities and items comprising the whole of the Contract Documents.

3. CONTRACT DOCUMENTS

- A. The Contract Documents as defined in Article 2 shall form a part of this Contract. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
- B. The technical provisions of this Contract are set forth in the Specifications. The Specifications are complemented by the "Drawings" which may also be referred to as the "Plans." The Specifications and Drawings for this Contract are complementary and are to be so interpreted, unless that interpretation is so clearly erroneous as to defy the intent of the parties.
- C. The General Prime Contractor's bid price shall include complementary interpretation, and the performance of all Work which;
 - 1. in accordance with industry standards, customary practice, or by reasonable inference are details of Work that are necessary as part of the construction, operation, and coordination and interface of the Work;
 - 2. would necessarily be readily apparent to one skilled in the trades; or,
 - 3. a competent and experienced contractor would recognize as part of its responsibility.
- D. The failure of the General Prime Contractor to include in its bid the Work as defined in Paragraph 3.B. shall not relieve the General Prime Contractor from performing such Work and it shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.
- E. Periodically, DFD may provide the General Prime Contractor additional instructions and drawings necessary to perform the Work. DFD shall make a good faith effort to coordinate such instructions and drawings with the Contract Documents, preparing them so they can be reasonably interpreted as a part thereof.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

4. CONFLICTING CONDITIONS

- A. DFD shall take all reasonable steps to assure that the Contract Documents are as accurate as possible, and provide information which, in the opinion of DFD, is necessary in preparing bids and constructing the Project. However, it is mutually understood that discrepancies or conflicts in the Contract Documents may be identified, in which case:
 - 1. Amendments and addenda take precedence over the Specifications;
 - 2. The Specifications take precedence over the Drawings;
 - 3. Stated dimensions take precedence over scaled dimensions;
 - 4. Large-scale detail drawings take precedence over small-scale drawings;
 - 5. Schedules take precedence over other data on the plans.
- B. Notwithstanding the above order of precedence, any clearly stated requirement of duties of the General Prime Contractor shall control over any rule of contract interpretation which might otherwise place those duties in conflict with other provisions of the Contract, and such duties shall be included in the General Prime Contractor's bid.
- C. The failure to inquire about any ambiguity in any provision of the Contract Documents which would be reasonably apparent to any bidder knowledgeable and skilled in the Work required by the bid shall grant DFD the right to interpret that ambiguity.
- D. Where the terms "A/E," "Architect/Engineer," "Architect," or "Engineer" are used in technical Sections of the Specifications, the General Prime Contractor shall understand that actions indicated to be accomplished by such named parties are actions which are solely as the professional technical advisor and consultant to DFD and such actions thus require final approval by DFD.
- E. In the event of any conflict between the terms of this Contract and any provision of law, the provision of law shall control and the parties hereto shall not be free to Contract contrary to law.

5. CONTRACT SECURITY

- A. The General Prime Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, and a Payment Bond in an amount equal to one hundred percent (100%) of the Contract price, as security for the faithful performance of this Contract, payment of all persons performing labor or furnishing materials for the Project, and payment of all other debts incurred in the performance of the Work.
- B. The Performance Bond and Payment Bond Forms that the General Prime Contractor is required to execute are bound into the Specifications. Before the Construction Contract can be executed, the Performance Bond and Payment Bond must be delivered to and approved by DFD. Such approval will be predicated on prior satisfactory performance of a Surety.

6. SAFETY AND ACCIDENT PREVENTION

- A. The General Prime Contractor shall provide and maintain a Work environment and procedures which will:
 - 1. Safeguard the public and State personnel and agents, property, material, supplies, and equipment exposed to General Prime Contractor and all Subcontractors including, MEP Subcontractors and Non-MEP Subcontractors operations and activities;
 - 2. Avoid interruptions of user agency operations and delays in Contract completion dates; and,
 - 3. Control costs in the performance of this Contract.
- B. For these purposes, the General Prime Contractor shall:

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1. Provide appropriate safety barricades, signs, and signal lights;
 2. Comply with any safety requirement published by any governmental authority with jurisdiction over the site, including Federal, State, or local jurisdictions;
 3. Ensure that any additional measures which are reasonably necessary for the purposes stated are taken.
- C. The General Prime Contractor shall strictly comply with, and bear full responsibility for, any safety procedure set forth in the Contract Documents. In the absence of such compliance, the General Prime Contractor shall be responsible for indemnification of the State for any cost or expense, including legal fees. At the discretion of DFD, the General Prime Contractor may also be subject to termination of the Contract for default.
- D. If DFD becomes aware of any noncompliance by the General Prime Contractor or any Subcontractor, with the safety conditions of this Contract or of any condition caused by the General Prime Contractor or any Subcontractor, which poses a serious or imminent danger to the health or safety of the public or to State personnel, DFD's Project Representative shall notify the General Prime Contractor orally, with written confirmation, and direct immediate initiation of corrective action. This Notice, when given to the General Prime Contractor or the General Prime Contractor's Representative at the Work site, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving the Notice, the General Prime Contractor shall immediately take corrective action. If the General Prime Contractor fails or refuses to promptly take corrective action, DFD may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The General Prime Contractor shall not be entitled to an equitable adjustment of the Contract price or an extension of the performance schedule by reason of the issuance of any stop Work order under this Article 6.
- E. The General Prime Contractor shall cause this Article 6, including this Paragraph E., with appropriate changes in paragraph designation, to be incorporated in all MEP Subcontracts and Non-MEP Subcontracts, regardless of tier.

7. PROTECTION OF WORK AND PROPERTY

- A. The General Prime Contractor shall at all times safely guard State property and adjacent property from injury, loss, release of hazardous or toxic materials, or damage in connection with the Contract Documents or the performance of the Work hereunder. The General Prime Contractor shall replace or make good any damage, loss, or injury caused as a result of failure to comply with Contract Documents. This contract provision shall be incorporated into the contracts between the General Prime Contractor, MEP Subcontractors, and Non-MEP Subcontractor.
- B. In case of an emergency which threatens loss or injury of property, or safety of life, the General Prime Contractor will be allowed to act, without previous instructions from DFD, in a diligent manner. The General Prime Contractor shall notify DFD immediately thereafter. Any claim for compensation by the General Prime Contractor due to such extra Work shall be promptly submitted to DFD for approval as provided for in Article 18 of the General Conditions.
- C. In the event of temporary suspension of Work, or during inclement weather, or whenever DFD shall direct, the General Prime Contractor shall carefully protect all Work and materials against damage or injury from the weather. This contract provision shall be incorporated into the contracts between the General Prime Contractor, MEP Subcontractors, and Non-MEP Subcontractors. If, in the opinion of DFD, any Work or materials have been damaged or injured by reason of failure on the part of the General Prime Contractor Subcontractors including MEP Subcontractor or Non-MEP Subcontractors to protect the Work, such materials shall be removed and replaced at the expense of the General Prime Contractor.
- D. The General Prime Contractor shall promptly, and without prior demand by DFD, remedy and repair any damage caused by the General Prime Contractor and all Subcontractors, suppliers, and vendors to completed or partially completed construction or to property of DFD or other Subcontractors

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8. PERMITS, REGULATIONS, UTILITIES, AND TAXES

- A. The General Prime Contractor shall procure all permits, licenses, and approvals necessary for the execution of this Contract and performance of the Work, and shall provide evidence of such permits, licenses, and approvals at the Pre-Construction Meeting or before commencement of the Work.
- B. Where Contract Documents require abatement of asbestos containing materials, prior written Notice to the State of Wisconsin, Department of Natural Resources is required. The General Prime Contractor shall provide evidence of such Notice prior to commencement of the Work.
- C. Work under this Contract shall be in compliance with all applicable state laws, codes, and regulations relating to environmental quality and safety, the performance of the Work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities. Such Work shall not be subject to the ordinances or regulations (except land use zoning) of the municipality in which the construction takes place, including ordinances or regulations relating to materials used, permits, supervision of construction or installation, payment of permit fees, or other restrictions of any nature whatsoever. DFD shall be notified by the General Prime Contractor of any Notices of noncompliance or violation associated with Work required by the Contract Documents.
- D. The General Prime Contractor shall pay all Sales, Consumer, Use, and other similar taxes required by law assessed to or arising out of the construction of the Project.
- E. If the General Prime Contractor believes that any of the Work required by the Contract Documents is in violation of any State law, code, rule, or regulation, the General Prime Contractor shall promptly notify DFD. Upon such notification, DFD will determine whether corrective action is required and make such changes, if any, at no additional cost to the General Prime Contractor provided such violation was not caused by the General Prime Contractor or a Subcontractor including, a MEP Subcontractors, or a Non-MEP Subcontractors.
- F. Charges for water, sewer, and other utility connections made by municipalities will be paid by the State. Payment for use of such services and utilities before Substantial Completion shall be in accordance with provisions of the General Requirements of the Contract.

9. STATE RESPONSIBILITY FOR THE SITE

- A. Prior to start of construction, the State shall furnish all land and rights-of-way necessary for the carrying out and completion of the Work to be performed under this Contract.
- B. DFD will furnish to the General Prime Contractor site, topography, and property surveys which DFD reasonably believes necessary for the execution of the Work.
- C. DFD, upon receipt of the Notice set forth in Paragraph 10.E., shall promptly investigate the site conditions reported by the General Prime Contractor to determine whether the conditions discovered differ materially from those indicated in the Contract Documents, are of an unknown and unusual nature which could not have been discovered by a reasonable site investigation by the General Prime Contractor as required by the Contract Documents, or which differ materially from those ordinarily encountered and generally recognized as being inherent in the Work of the character required by the Contract Documents at the site where Work is to be performed.
- D. DFD shall act on any General Prime Contractor Notice, as described in Paragraph 10.E. of the General Conditions, as soon as practicable, but in no case later than ten (10) working days after the receipt of such Notice. If DFD determines that the conditions reported by the General Prime Contractor differ materially from those indicated in the Contract Documents, or are of an unknown and unusual nature which could not have been discovered during a reasonable site investigation by the General Prime Contractor, then to the extent established by the General Prime Contractor and approved by DFD, DFD shall authorize an increase or decrease in the cost or time required for performing any part of the Work under this Contract.
- E. No request by the General Prime Contractor for an equitable adjustment to the Contract under this Article 9 shall be allowed, unless the General Prime Contractor gives proper Notice, which is a CONDITION PRECEDENT to any liability on the part of the State.

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- F. In no event shall any claim by the General Prime Contractor for equitable adjustment to the Contract for differing site conditions be allowed if presented after final payment under this Contract is made.

10. GENERAL PRIME CONTRACTOR RESPONSIBILITY FOR CONDITIONS AT THE SITE

- A. The General Prime Contractor is responsible for and hereby acknowledges that it has taken the steps reasonably necessary to prepare a bid which includes the costs for Work, the requirement for which would reasonably be known to a competent contractor, in overcoming normal subsurface conditions at the site where the Work is to be performed and in order to accomplish the Work described in the Contract Documents. Additionally, the General Prime Contractor certifies that it has investigated the site and satisfied itself as to the general and local conditions which affect the Work or its cost, including, but not limited to:
 - 1. Conditions bearing upon transportation, disposal, handling, and storage of materials;
 - 2. The availability of labor, water, electric power, and roads or access;
 - 3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - 4. The conformations and conditions of the ground; and
 - 5. The character of facilities and equipment as represented by the Contract Documents.
- B. The General Prime Contractor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, and information included in the Contract Documents.
- C. Any failure of the General Prime Contractor to take the actions described and acknowledged in this Article 10 will not relieve the General Prime Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the State.
- D. The State assumes no responsibility for any erroneous conclusions or interpretations made by the General Prime Contractor based on the information made available by DFD. If an analysis of such data is only meaningful to a person skilled in the geotechnical sciences, then the General Prime Contractor is responsible for, and certifies that it has obtained, such an analysis or has otherwise decided that the data is understandable by it, as presented. The State assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers, representatives, or agents before the execution of this Contract, unless that understanding, or representation is expressly stated in the Contract Documents.
- E. If the General Prime Contractor discovers, in the performance of the Work, a subsurface or latent physical condition at the site, including but not limited to possible environmental contamination or hazardous substances, which it did not discover pursuant to this Article 10, then the General Prime Contractor shall promptly, and before the condition is disturbed, give written Notice to DFD. Such Notice shall be subject to the procedures and limitations set forth in Article 20 hereof, entitled "Notice Requirements. The General Prime Contractor shall disclose in such Notice all the facts and circumstances then known to it, including the impact of such condition on the price, time, or quality of the Work remaining to be done.

11. SUBCONTRACTS

- A. The General Prime Contractor must subcontract with all successful MEP Subcontractors identified by DFD. The General Prime Contractor may enter into subcontracts for work other than MEP Subcontractor work, if subcontractors are approved by DFD through the Request for Subcontractor Approval Form. However, the election to subcontract Work shall not relieve the General Prime Contractor from responsibility or liability which it has assumed under this Contract. The General Prime Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the General Prime Contractor's own employees. If the Specifications require or otherwise designate only one Subcontractor or source of supply for Work required under the Contract Documents, the General Prime Contractor's failure to acquire suitable Contract arrangements with such Subcontractor or source of

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supply shall not excuse the General Prime Contractor from full responsibility and liability for any failure or default of such source of supply.

- B. All Non-MEP Subcontractors are subject to DFD approval. DFD may request, or the General Prime Contractor may provide, any of the following information to substantiate the proposed Subcontractors' qualifications or ability to perform the Work. DFD shall consider such information when reviewing the qualifications of proposed Subcontractors to determine whether such qualifications serve the best interests of the Project.
1. The amount of experience completing similar Work to that required by the Contract Documents;
 2. The quality of Work the proposed Subcontractor has provided on past Projects;
 3. The extent of available staffing and financial resources of the proposed Subcontractor;
 4. The General Prime Contractor's intended method of monitoring the proposed Subcontractor's Work;
 5. The level of supervision of the Subcontractor's Work which the General Prime Contractor will provide;
 6. Any other information regarding the proposed Subcontractor's ability to complete the Work.
- C. Bidders shall submit a completed Request for Subcontractor Approval Form with their bid or within seven days of the general prime contractor bid opening. Submission of a completed Request for Subcontractor Approval Form is an element of responsiveness. Failure to submit this completed form within the above time limits will be considered unresponsiveness and may result in contract award to the next apparent low bidder. When no Subcontractors are anticipated, the General Prime Contractor shall give DFD notice of this fact on the Form within the time limits noted above.
- D. The General Prime Contractor shall not replace any DFD identified or approved Subcontractor or material supplier without written approval of DFD. Any General Prime Contractor request for replacement of a Subcontractor previously approved by DFD shall include the reason(s) for such replacement and all documentation necessary to substantiate such change.
- E. The General Prime Contractor agrees, to the extent practicable, to maintain a list of all Subcontractors and suppliers performing labor or furnishing materials for the project.
- F. The General Prime Contractor shall be fully responsible for all acts and omissions of all Subcontractors and shall be responsible for scheduling and coordinating the Work of all Subcontractors, including MEP Subcontractors, Non-MEP Subcontractors and material suppliers.
- G. Nothing herein shall be construed to create any express or implied Contractual relationship between DFD and any of the General Prime Contractor's MEP Subcontractors, Non-MEP Subcontractors, suppliers or vendors.
- H. Notwithstanding Paragraphs 11.C. and 11.D., the General Prime Contractor shall insert the following mandatory provisions in all subcontracts with Subcontractors s:
1. All provisions of this Article 11
 2. Article 26 - Payments to General Prime Contractor
 3. Article 27 - Payments by General Prime Contractor
 4. Article 32 - Nondiscrimination/Affirmative Action
 5. Article 33 - Minimum Wages

The General Prime Contractor shall include the mandatory provisions in Article 12 MEP SUBCONTRACTORS in all MEP subcontracts.

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12. MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION (MEP) SUBCONTRACTORS

- A. The General Prime Contractor will offer a subcontract to the successful MEP Subcontractors identified by DFD and included in the General Prime Contractor's bid. This subcontract between a General Prime Contractor and a MEP Subcontractor must include a scope of work clause identical to the scope of work clause included in the Bid Documents and the contract between the General Prime Contractor and the state (see item D below). A General Prime Contractor and an MEP Subcontractor may not enter any agreement in connection with bids submitted that would alter or affect the scope or price of the contracts entered into. This prohibition does not apply to DFD change orders that result in changes to the plans or specifications, or to back charges allowed by the contract. The General Prime Contractor shall base its project schedule on the schedule in the specifications or bid instructions unless otherwise agreed to by the MEP Subcontractor.

- B. **Pursuant to Wis. Stat. §16.855 (14m)(a), The contract entered into between the General Prime Contractor and an MEP Subcontractor must contain all of the following clauses:**

Prompt Payment. (general prime contractor) shall pay (mechanical, electrical, or plumbing subcontractor) in accordance with section 16.855(19)(b), Wisconsin stats, for work that has been satisfactorily completed and properly invoiced by (mechanical, electrical, or plumbing subcontractor). A payment is timely if it is mailed, delivered, or transferred to (mechanical, electrical, or plumbing subcontractor) by the deadline under section 16.855(19)(b), Wisconsin stats.

If (mechanical, electrical, or plumbing subcontractor) is not paid by the deadline in this contract, (general prime contractor) shall pay interest on the balance due from the eighth day after the (general prime contractor) receives payment from the Department of Administration for the work for which payment is due and owing to (mechanical, electrical, or plumbing subcontractor), at the rate specified in section 71.82, Wisconsin stats., compounded monthly. A (mechanical, electrical, or plumbing subcontractor) that receives payment as provided under this contract and that subcontracts with another entity shall pay those subcontractors, and be liable for interest on late payments to those subcontractors, in the same manner as the (general prime contractor) is required to pay the (mechanical, electrical, or plumbing subcontractor) under this contract.

Insurance and Bonds. (mechanical, electrical, or plumbing subcontractor) shall not commence work under this contract until it has obtained all necessary insurance required of (mechanical, electrical, or plumbing subcontractor) in the contract between the (general prime contractor) and the Department of Administration. (mechanical, electrical, or plumbing subcontractor) shall provide a separate 100 percent performance bond and a separate 100 percent payment bond to the benefit of the (general prime contractor) as the sole named obligee. Original bonds shall be given to the (general prime contractor) and a copy shall be given to the Department of Administration no later than 10 days after execution of this contract.

Indemnification. To the fullest extent permitted by law, (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold harmless (general prime contractor) and its officers, directors, agents, and any others whom (general prime contractor) is required to indemnify under its contract with the department, and the employees of any of them, from and against claims, damages, fines, penalties, losses, and expenses, including but not limited to attorney fees, arising in any way out of or resulting from the performance of the work under this contract, but only to the extent such claim, damage, fine, penalty, loss, or expense: (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including but not limited to loss of use resulting therefrom and is caused by the negligence, or acts or omissions, of (mechanical, electrical, or plumbing subcontractor), its subcontractors, any of their employees, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (2) as related to such claims, damages, fines, penalties, losses, and expense of or against (general prime contractor), results from or arises out of the negligence of the (general prime contractor) or other fault in providing general supervision or oversight of the work of (mechanical, electrical, or plumbing subcontractor) or (3) as related to claims, damages, fines, penalties, losses, and expense against the Department of Administration, arises out of the department's status as owner of the project or project site.

In addition (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold harmless (general prime contractor) and its officers, directors, agents, and any others (general prime contractor) is required to indemnify under its contract with the department, and the employees of any of them, from any liability, including

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liability resulting from a violation of any applicable safe place act, that (general prime contractor) or the state incurs to any employee of (mechanical, electrical, or plumbing subcontractor) or any third party where the liability arises from a derivative claim from said employee, when the liability arises out of the failure of the (general prime contractor) or the state to properly supervise, inspect, or approve the work or work area of (mechanical, electrical, or plumbing subcontractor), but only to the extent that the liability arises out of the acts or omissions of (mechanical, electrical, or plumbing subcontractor), its employees, or anyone for whom (mechanical, electrical, or plumbing subcontractor) may be liable, or from (mechanical, electrical, or plumbing subcontractor's) breach of its contractual responsibilities or arises out of (general prime contractor's) negligence or other fault in providing general supervision or oversight of (mechanical, electrical, or plumbing subcontractor's) work or arises out of the Department of Administration's status as owner of the project or project site. In claims against (general prime contractor) or the state by an employee of (mechanical, electrical, or plumbing subcontractor) or its subcontractors or anyone for whose acts (mechanical, electrical, or plumbing subcontractor) may be liable, the indemnification obligation of this paragraph is not limited by a limitation on amount or type of damage, compensation, or other benefits payable by or for the (mechanical, electrical, or plumbing subcontractor) subcontractors under workers compensation act.

Except as identified above, the obligations of (mechanical, electrical, or plumbing subcontractor) under this indemnification do not extend to the liability of (general prime contractor) and its agents or employees arising out of (1) preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; (2) the giving of or failure to give directions or instructions by the (general prime contractor) or the Department of Administration or their agents or employees provided the giving or failure to give is the cause of the injury or damage; or (3) the acts or omissions of other subcontractors.

Retainage. Retainage shall occur and be in amounts and on a schedule equal to that in the contract between (general prime contractor) and the Department of Administration.

- C. Pursuant to Wis. Stat. § 16.855(19)(b), Retainage between General Prime Contractor and MEP Subcontractors is governed as follows:

As the work progresses under any MEP subcontract for construction of a project, the general prime contractor shall, upon request of a subcontractor, pay to the subcontractor an amount equal to the proportionate value of the subcontractor's work properly completed, less retainage. The retainage shall be an amount equal to not more than 5 percent of the subcontractor's work completed until 50 percent of the subcontractor's work has been completed. At 50 percent completion, no additional amounts may be retained, and partial payments shall be made in full to the subcontractor unless the department certifies that the subcontractor's work is not proceeding satisfactorily. At 50 percent completion or any time thereafter when the progress of the subcontractor's work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 10 percent of the value of the work completed. Upon substantial completion of the subcontractor's work, any amount retained shall be paid to the subcontractor, less the value of any required corrective work or uncompleted work. All payments the general prime contractor makes under this paragraph shall be within 7 calendar days after the date on which the general prime contractor receives payment from the department.

- D. Pursuant to Wis. Stat. § 16.855(14m)(b), the MEP Subcontracts must include a scope of work clause that is identical to the scope of work clause on which the MEP Subcontractor bid. The following Scope of Work language shall be included in the contracts between the General Prime Contractor and MEP Subcontractors:

Scope of Work. The MEP Subcontractor scope of work is identical to the General Prime Contractor scope of work included in these bidding and contract documents. By submitting and signing a bid, all bidders have examined all of the Bidding Documents listed in the Table of Contents of the project specifications. The successful bidders will be required to do all work which is shown on the drawings, mentioned in the specifications, or reasonably implied as necessary to complete the division of work bid for this project.

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13. SCHEDULING AND COORDINATION OF WORK

- A. The General Prime Contractor has the full and complete responsibility for the accomplishment of all Work within the specified time indicated in the Contract Documents, except where the Contract Documents explicitly and specifically place a limited duty for completion on the State.
- B. DFD and the General Prime Contractor hereby commit themselves to good faith negotiation, coordination, and cooperation to assure the timely completion of the Project. By accepting this Contract, the General Prime Contractor agrees that scheduling, coordination, and monitoring activity for All Work will be placed under the direct control and supervision of a person experienced in construction scheduling, means and methods. If such experience and knowledge must be obtained by Contracting with a separate scheduling consultant, the entire cost of such consultant shall be borne by the General Prime Contractor. Additionally, the General Prime Contractor fully agrees to cooperate in all respects with all Subcontractors, including MEP Subcontractors, Non-MEP Subcontractors, and suppliers to provide all data required, and shall coordinate the activities of its own Work forces and the Work forces of the Subcontractors, in such manner and at such time as to not cause a delay in the Project.
- C. The General Prime Contractor and the State shall be given the opportunity to schedule its own Work as conveniently as is consistent with the overall needs of the Project Schedule.
- D. The General Prime Contractor shall afford the State and any other parties performing Work on the Project, reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities at the site.
- E. The Project Schedule shall incorporate all activities, events, and milestones required for successful Project completion within the allowable time for completion specified in the Contract Documents. The General Prime Contractor shall prepare a breakdown of all Work activities or events, whether the activities are to be performed by the General Prime Contractor's own forces, those of Subcontractors, including MEP Subcontractors and Non-MEP Subcontractors, or the State, indicating the proposed duration and sequencing of such activities for successful completion of the Project within the allowable time specified in the Contract Documents. The General Prime Contractor shall also identify whether any Work activity or event is dependent on the Work of its own forces or with those of the State. The failure to list any activity or to perform any other duty required by or incident to that required by these General Conditions shall not be the basis of a claim for adjustment of any provision of this Contract, or of any other type of claim whatsoever.
- F. The General Prime Contractor shall, within fourteen (14) calendar days from the Notice to Proceed, develop and publish a Project Schedule for the first sixty (60) calendar days of the Project. The completed Project Schedule, for all Work activities through Project completion, shall be developed and published within this sixty (60) day period. **Pursuant to 16.855 (14m)(d), the General Prime Contractor must base this Project Schedule on the schedule that the MEP Subcontractors and General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP Subcontractor.** No provision of this Contract shall be construed to relieve the General Prime Contractor of this requirement. Monthly updates of the schedule shall be developed, analyzed and published and each subsequent update shall include a breakdown of major activities to be performed by each separate Contractor or entity, and all activities required for development, monitoring, and updating the Project Schedule.
- G. If the General Prime Contractor's Work depends upon construction or operations by the State, the General Prime Contractor shall, prior to proceeding with that portion of the Work, promptly give Notice to DFD of any apparent deficiencies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the General Prime Contractor to so report shall constitute an acknowledgment that the State's completed or partially completed construction is fit and proper to receive the General Prime Contractor's Work, except as to defects not then reasonably discoverable.
- H. The General Prime Contractor shall identify forthwith any critical event which will require DFD to act or to refrain from acting, or critical time periods within which the State must complete activities or Work for which DFD is responsible under the Contract. Timely Notice of any such identified event or time period shall be given to DFD. The giving of such Notice is a CONDITION PRECEDENT to the creation of any duty of DFD to take any action or to refrain from taking any action. The failure of the General Prime Contractor to give such Notice forthwith shall

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thereafter bar and preclude any claim by the General Prime Contractor for adjustment of any Contract provision or claim predicated on the breach of any obligation by DFD.

- I. Where any Work activity required for completion of the Project, is completed in less time than that required, anticipated, or otherwise allowed by the Project Schedule, the unused time, hereinafter called Float, shall belong to the Project, to be used by the General Prime Contractor as the Project needs determine, including but not limited to providing additional time for completion of any other Work activities required for completion of the Project. Float shall not be considered owned, subject to the exclusive use, or management by any of the interested participants. No claim against DFD or the General Prime Contractor shall be made by any party for the loss of Float time.
- J. The General Prime Contractor shall be independently responsible for resolving any time related matters with Subcontractors, including MEP Subcontractors, Non-MEP Subcontractors, suppliers, or others who may furnish supplies or services on the Project, as a result of Contractual relations with the General Prime Contractor. No liability shall attach to the State, for the failure of any party to carry out the coordination and scheduling responsibilities which they have assumed under this Article 13.
- K. The General Prime Contractor is hereby put on Notice that failure to furnish data or cooperate in good faith is a MATERIAL BREACH OF CONTRACT and may be the basis for a Termination for Default under the procedures set forth in these General Conditions. In such cases DFD, in addition to, and not in lieu of the right to termination for default, may acquire the services of a scheduling specialist to perform any such duties and charge the cost thereof to the General Prime Contractor. In the event that DFD is required to acquire any replacement scheduling services, the General Prime Contractor shall conform to any revised schedule resulting therefrom.
- L. In addition to the criteria set forth in these General Conditions, the full and complete performance of duties required to be performed under this Article 13, is a CONDITION PRECEDENT to the right of the General Prime Contractor to payment of any sums due.. In the event of any delays by the General Prime Contractor or other breach hereof which gives rise to penalties and/or damages to the State, then in any such event DFD may offset such penalties and damages against the sums due or to become due the General Prime Contractor hereunder.
- M. The bonds furnished to secure these commitments shall be applicable to each and every one of these time and scheduling commitments and may be enforced by any person or entity who is entitled to enforce the bonds as a matter of law and who is damaged as a result of breach of these commitments by the General Prime Contractor on the Project to which these provisions apply. The State shall not be responsible for the default of the General Prime Contractor and the remedies of any damaged party shall be limited to an action by the damaged party against the defaulting General Prime Contractor and/or its bonding company, in addition to any other coverage for the bond.
- N. The General Prime Contractor is cautioned that the reporting requirements specified in or for the Schedule Requirements, are in addition to any such similar requirements set forth in the Articles hereof entitled, "REPORTS, RECORDS AND DATA", "QUALITY CONTROL & INSPECTION, and "NOTICE".
- O. In the event it becomes necessary to interpret this Article 13, the construction or interpretation shall strive to achieve the purpose for which this Article 13 was designed to accomplish, i.e. timely, effective and efficient performance of the Work under the Contract within the allowable time identified in the Contract Documents, and at no extra cost or inconvenience to any party, if at all possible.

14. GENERAL PRIME CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE

- A. The General Prime Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, and superintendence necessary to execute, complete, and deliver the Work within the specified time.
- B. Where technically and economically feasible, the General Prime Contractor shall use the least hazardous materials, equipment, and processes to execute the Work. If materials are used which are considered an OSHA hazardous material, the General Prime Contractor shall comply with all OSHA rules and regulations.
- C. No materials or supplies which are to become part of the Work shall be purchased by the General Prime Contractor or by any Subcontractor, including MEP Subcontractor or Non-MEP Subcontractor subject to any chattel mortgage, conditional sale contract, or other agreement by which a security interest is retained by the seller. Upon Substantial

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Completion of the Work, good title to all materials and supplies incorporated into the Work shall be conveyed to the State, free and clear of all liens and encumbrances.

- D. General Prime Contractor's obligation for inspection and quality control shall be as provided for in Article 15, entitled "QUALITY CONTROL & INSPECTION", of these General Conditions.
- E. General Prime Contractor's obligation for scheduling of Work and coordination with other entities performing Work required for the completion of the Project shall be as provided for in Article 13, entitled "SCHEDULING AND COORDINATION OF WORK", of these General Conditions.
- F. Any Work necessary to be performed after regular working hours, on Sundays, or Legal Holidays, and for which the General Prime Contractor is responsible, shall be performed without additional expense to the State.
- G. The General Prime Contractor shall furnish, erect, maintain, and remove such temporary Works as identified in the General Requirements of the Contract.
- H. The General Prime Contractor shall give continuous personal superintendence to the Work and its performance at the site, or shall employ a construction superintendent or foreman, experienced in Work of the character covered by the Contract Documents, who shall have full authority to act for the General Prime Contractor.
- I. The presence and observation of the Work by DFD's Project Representative shall not relieve the General Prime Contractor of any obligations.
- J. The premises and surrounding area shall be kept reasonably free from accumulation of waste material or rubbish as specified in the General Requirements of the Contract.
- K. Unused and discarded materials shall be managed or disposed of as specified in the General Requirements of the Contract.
- L. If, in the opinion of DFD, the actions or Work of an employee of the General Prime Contractor or a Subcontractor, including MEP Subcontractor or Non-MEP Subcontractor are judged to be unsatisfactory, careless, incompetent, unskilled, in violation of any environmental or safety standards, or otherwise objectionable, the employee shall be removed from the Project or other corrective action taken upon Notice from DFD.

15. QUALITY CONTROL & INSPECTION

- A. The General Prime Contractor shall, except where a provision of the Contract Documents explicitly states to the contrary, have the full, complete, and absolute responsibility and obligation for insuring that the Work performed by the General Prime Contractor and Subcontractors, including MEP Subcontractors, and Non-MEP Subcontractors strictly conforms to the requirements set forth in the Contract Documents. The General Prime Contractor shall maintain an adequate inspection and quality control system and shall perform such inspections as will ensure that the Work performed under this Contract conforms to the requirements of the Contract Documents.
- B. At the Pre-Construction Meeting, the General Prime Contractor shall provide DFD a full description of the General Prime Contractor's quality control and inspection system and method of implementation.
- C. Prior to the start of significant on-site work by any trade, DFD's Project Representative, the General Prime Contractor's Superintendent and the Subcontractor's foremen, including the MEP Subcontractor foremen and Non-MEP Subcontractors' foremen, shall conduct a pre-installation conference. The purpose of the meeting is to review and discuss Contract requirements applicable to the work, samples required, level of quality necessary, and find answers to any questions that may arise. Such meeting is in addition to regularly-scheduled progress meetings and will be arranged on-site by DFD's Project Representative.
- D. The General Prime Contractor shall maintain complete inspection records and test data to ensure that quality of the Work is in strict compliance with the terms of the Contract Documents. These records shall be available to DFD's Project Representative at all reasonable times and places. The doctrine of "substantial conformity" to the quality

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requirements of the Contract Documents, shall have no application, unless DFD accepts the Work in accordance with Paragraph 15.F

- E. DFD reserves the right to conduct its own quality assurance verification, and to observe, inspect, and /or conduct tests relative to General Prime Contractor and Subcontractor performance. If, when conducting its own quality assurance program, DFD determines that the Work or a portion thereof does not comply with requirements of the Contract Documents, DFD shall attempt to notify the General Prime Contractor of such deficiencies as soon as practicable. However, DFD's exercise of rights under this provision does not:
 - 1. Relieve the General Prime Contractor of the responsibility for providing adequate inspection and quality control measures or the proper documentation of the occurrence of the events required to be tested or monitored in the performance of the Work required by the Contract Documents; and shall provide no basis for waiver or estoppel claims to be asserted against the State;
 - 2. Relieve the General Prime Contractor of responsibility for damage to or loss of the material before acceptance;
 - 3. Constitute or imply acceptance on the part of DFD;
 - 4. Affect the continuing rights of the State after acceptance of the completed Work, except as specifically stated to the contrary, in the Contract Documents.
- F. The presence or absence of DFD's Project Representative does not relieve the General Prime Contractor from any Contract requirement. If the General Prime Contractor desires waiver of any technical or Contract requirement or any other deviation from the strict requirements of the Contract Documents, a specific request for such waiver or deviation must be made to DFD's Project Representative for consideration.
- G. The General Prime Contractor shall, without charge, replace or correct Work found not to conform to the Contract Document requirements, unless in the public interest, DFD agrees to accept the non-conforming Work with an appropriate adjustment in the Contract price thereof. Such acceptance of non-conforming Work shall, whether the determination is to be made at the time of final completion or during the performance of Work, be based upon a determination by DFD that the deviation from Contract Document requirements does not adversely affect the integrity of completed Work.
- H. When DFD directs the General Prime Contractor to replace or correct rejected Work and the General Prime Contractor fails to take such action within the time period identified by DFD, DFD may:
 - 1. Terminate this Contract for default under Article 29, hereof entitled "DFD'S RIGHT TO TERMINATE CONTRACT", or
 - 2. Suspend or stop the Work under Article 28, hereof entitled "DFD'S RIGHT TO SUSPEND, STOP, OR COMPLETE WORK".
- I. If, before acceptance, DFD decides to examine already completed Work by removing it, or removing other Work to expose it, the General Prime Contractor shall promptly furnish all necessary facilities, labor, and material necessary to accomplish the examination. If the Work is found to be defective or non-conforming in any material respect due to the fault of the General Prime Contractor or Subcontractor, or otherwise fails, in the judgment of DFD, to meet the requirements set forth in Paragraph 15.F., the General Prime Contractor shall be responsible for all costs associated with replacement or repair of the defective Work, including the costs of removing or tearing the Work out and satisfactory reconstruction. However, if the Work is found to meet Contract requirements, DFD shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of time.
- J. Costs caused by defective construction shall be borne by the General Prime Contractor.
- K. Unless otherwise specified in the Contract, DFD shall accept, as reasonably as practicable after completion and inspection, all Work completed under the Contract or that portion of the Work which DFD determines can be accepted separately.

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16. SUBMITTALS

- A. The General Prime Contractor shall submit at the Pre-Construction Meeting a register listing all known submittals required for the project.
- B. When the General Prime Contractor makes a "Submittal" to describe how it will fulfill its responsibility under this Contract by submitting Shop Drawings, Samples, Cuts, Catalogues, Models, Mockups, or other preliminary information, the following provisions shall apply:
 - 1. THE GENERAL PRIME CONTRACTOR NOTES THE CONSPICUOUS NATURE OF THIS ARTICLE and agrees that these provisions are material provisions and are to be enforced, in the event of controversy, in such a manner as to place upon the General Prime Contractor the full, complete, and total responsibility for the submittal's conformance with the requirements of this Contract, and suitability or usability of preliminary submissions by the General Prime Contractor, without regard to any DFD action or failure to act;
 - 2. All Submittals and supporting information shall be delivered to a party designated by DFD, who shall act on any such Submittal within ten (10) working days or notify the General Prime Contractor in writing, of the time required for such action if greater than the aforementioned ten (10) day period. Such designation shall take place at the Project Pre-Construction Meeting. Review of the Submittals for conformance with requirements of the Contract Documents shall be completed by the party responsible to DFD for Project design. A copy of all such submittal and transmittal forms shall also be sent to DFD's Project Representative;
 - 3. The General Prime Contractor shall make submittals in a timely fashion to assure completion of the entire Project within the allowable time specified in the Contract Documents. The timing of such Submittals shall be subject to the provisions of Paragraphs 13.C. and 13.H.;
 - 4. Each Submittal by the General Prime Contractor shall contain the cover page included in the Specifications. Such cover page shall be signed by a representative of the General Prime Contractor responsible for review of the Submittal to assure compliance with requirements of the Contract Documents.
- C. Submittals shall be provided in response to requests for submittals by DFD, or whenever required by the Contract Documents.
- D. If the General Prime Contractor submits for approval items which do not strictly comply with the design requirements of Contract Documents, the General Prime Contractor shall provide all engineering or design information necessary for complete evaluation of the Submittal by DFD. If it is determined by the General Prime Contractor or DFD that the services of a professional consultant, engineer or architect are required to provide such information, the General Prime Contractor shall acquire such services at its own expense.
- E. If the General Prime Contractor believes that requirements of the Contract Documents are in conflict with the manufacturer's recommended method of installation or application of specified materials, products, or systems, the General Prime Contractor shall indicate such possible conflicts at the time of submittal.

17. EQUALS AND SUBSTITUTIONS

- A. It is not the intention of DFD to limit or restrict competition by the use of any "Brand Name", reference to a particular manufacturer, process, technique, catalog number or other identifying information. Such proprietary specifications or use of "Brand Names" are intended to establish a level of quality or the minimum essential requirements to which the General Prime Contractor must conform, unless more explicit restrictions are stated to apply.
- B. When the Contract Documents list performance or functional characteristics in connection with Work to be performed, these characteristics are mandatory for reasons of design. Use of any "Equal" or "Substitution" shall be subject to the prior written approval of DFD.
- C. Material, equipment, or processes offered for use as an "Equal" or "Substitution" may be proposed by the General Prime Contractor in writing. Such proposals shall guarantee the proposed "Equal" or "Substitution" to be capable of

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performing the duties of the originally specified material, equipment, or process. DFD shall respond to any such proposal as soon as practicable, but in no case later than seven (7) working days after receipt of such proposal.

- D. It shall be the sole responsibility of the General Prime Contractor to provide all documentation, regardless of type or quantity, to clearly establish the qualifications of items proposed as "Equals" or "Substitutions" under this Article 17. If the value of the "Equal" or "Substitution" is less than the item specified in the Contract Documents, then an equitable reduction of the price of the Contract shall be made.
- E. When "Equals" or "Substitutions" are approved by DFD and incorporated into the Project by the General Prime Contractor, all costs incurred to 1) correct deficiencies in items, 2) provide for installation or hookup, or 3) to achieve performance specified in the Contract Documents, will be borne by the General Prime Contractor.
- F. Any substitute material or equipment installed by the General Prime Contractor without approval of DFD shall be subject to immediate removal and all costs required to conform to the Contract Documents shall be borne by the General Prime Contractor.
- G. The General Prime Contractor shall assume all liability and responsibility for any changes in the Work or additional Work required to accommodate use of proposed and approved "Equals" or "Substitutions." DFD's approval of such "Equals" or "Substitutions" does not relieve the General Prime Contractor from the obligation to pay all additional costs resulting from their inclusion in the Work, even if additional costs or Work become apparent after execution of the change or installation of the "Equal" or "Substitution." The General Prime Contractor's liability shall include payment of any additional costs incurred by the State, made necessary by, or directly connected to, such changes.

18. CHANGES IN THE WORK

- A. Except in cases of emergency, no changes in the Work required by the Contract Documents may be made by the General Prime Contractor without having prior approval of DFD.
- B. DFD may at any time, without invalidating the Contract and without Notice to Sureties, order changes in the Work by written Change Order or Field Order. Such changes may include additions and/or deletions.
- C. Where DFD desires to make changes in the Work through use of written Change Order, the following procedures shall apply:
 - 1. If requested by DFD, the General Prime Contractor shall prepare and submit a detailed proposal, including all cost and time adjustments to which the General Prime Contractor believes it will be entitled if the change proposed is incorporated into the Contract. DFD shall be under no legal obligation to issue a Change Order for such proposal;
 - 2. The parties shall attempt in good faith to reach agreement on the adjustments needed to the Contract to properly incorporate the proposed change(s) into the Work. In the event that the parties agree on such adjustments, DFD may issue a Change Order and incorporate such changes and agreed to adjustments, if any;
 - 3. In some instances, it may be necessary for DFD to authorize Work or direct changes in Work for which no final and binding agreement has been reached and for which unit prices are not applicable. In such cases the following shall apply:
 - a. Upon written request by DFD, the General Prime Contractor shall perform the proposed Work;
 - b. The cost of such changes shall be determined in accordance with subparagraph 18.I.3..
 - c. In the event agreement cannot be accomplished as contemplated herein, DFD may authorize the Work to be performed by State forces or to hire others to complete the Work. Such action on the part of the State shall not be the basis of a claim by the General Prime Contractor for failure to allow it to perform the changed Work.

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- D. Where changes in the Work are made by DFD through use of a Field Order, the General Prime Contractor shall as soon as practicable, and in no case later than ten (10) working days from the receipt of such order, unless another time period has been agreed to by both parties, give DFD written Notice, stating:
1. The date, circumstances and source of the Field Order; and,
 2. The cost of performing Work described by such Order, if any; and,
 3. Effect of the order on the required completion date of the Project, if any.
- E. The giving of each Notice by the General Prime Contractor as prescribed by this Article 18, shall be a CONDITION PRECEDENT to liability of the State for payment of any additional costs incurred by the General Prime Contractor in implementing changes in the Work. Under this Article 18, no order or statement of the State shall be treated as a Change Order, or shall entitle the General Prime Contractor to an equitable adjustment of the terms of this Contract or damages for costs incurred by the General Prime Contractor on any activity for which the Notice was not given.
- F. In the event Work is required due to an emergency as described in Article 7.B., the General Prime Contractor must request an equitable adjustment as soon as practicable, and in no case later than ten (10) working days of the commencement of such emergency.
- G. All General Prime Contractor requests for equitable adjustment shall be submitted to DFD's Project Representative in written form. Such requests shall set forth with specificity the amount of and reason(s) for the proposed adjustment and shall be accompanied by supporting information and documents. The review, resolution, and payment of such requests shall be governed by Article 30.
- H. No adjustment of any kind shall be made to this Contract, if asserted by the General Prime Contractor for the first time, after the date of final payment.
- I. When DFD makes changes in the Work through written Change Order or Field Order, an amount to be added to or deducted from the Contract shall, at the sole discretion of DFD, be calculated using one of the following methods:
1. By unit prices stated in the Contract Documents or subsequently agreed upon by DFD and the General Prime Contractor; or
 2. By a lump sum agreed upon by the General Prime Contractor and DFD, which includes and is limited to the following:
 - a. **LABOR:** Actual labor rate includes the base rate, taxes, insurance and fringe benefits required by agreement or custom. Unit labor is the labor time anticipated to be expended to install the corresponding unit of actual materials, as taken from the appropriate column of a DFD pre-approved current national manual of labor units. Labor cost is the labor hours approved by DFD multiplied by the DFD pre-approved composite hourly labor rates;
 - b. **MATERIAL:** Actual material cost is the amount paid or to be paid by the General Prime Contractor for materials, supplies and equipment entering permanently into the Work, including cost of transportation and applicable taxes. This cost shall be substantiated by the Vendor/Supplier's verified invoices/quotes or by using a DFD approved current national pricing service, lowest column price, multiplied by 0.75. The cost shall not exceed the usual and customary cost for such items available in the geographical area of the project. DFD shall have the option of using either or both methods of substantiation to determine the cost to be used;
 - c. **LARGE TOOLS AND MAJOR EQUIPMENT:** Large tools and major equipment are those with an initial cost greater than \$1,000, whether from the General Prime Contractor or other sources. Allowable rental rate is the lesser of the General Prime Contractor's actual rental schedule pre-approved by DFD or a DFD-approved nationally accepted manual of equipment rental rates, lowest column price, multiplied by 0.75. The rental rate shall not exceed the usual and customary amount for such items available in the geographical area of the project. Tool and equipment use time allowed is only for the

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extra Change Order work. Rental cost is the above tool and equipment time approved by DFD multiplied by the DFD pre-approved rental rates also described above. When large tools and equipment needed for Change Order work are not already at the job site, the actual labor cost to get them there is also reimbursable;

- d. BOND COST: The cost is the actual rate paid for the performance and payment bonds;
 - e. SUBCONTRACTOR COSTS: Subcontractor costs (including MEP Subcontractor and Non-MEP Subcontractor costs) are for those subcontracted specialties required to complete the Change Order work, with maximum markups as outlined hereinafter;
 - f. OVERHEAD AND PROFIT ALLOWANCE: The maximum allowable markup for overhead and profit markup on Change Order proposals shall not exceed 15 percent total. The General Prime Contractor markup of change order work done by Subcontractors shall not exceed 7 ½ percent. When the value of a Change Order proposal exceeds \$30,000, a declining scale will be used to negotiate the allowable combined overhead and profit margin. Where Change Order proposals involve a credit only, a reasonable allowance for overhead and profit are properly included as part of the downward adjustment for a deductive change exceeding \$15,000. The amount of such allowance is subject to negotiation.
 - g. EXCLUSIONS: All other Change Order expenses are part of the overhead and profit allowance which are not reimbursable as separate items and include the following:
 - (1) CHANGE ORDER PREPARATION: All costs associated with the processing of the Change Order are included in the overhead and profit allowance;
 - (2) DESIGN, ESTIMATING, AND SUPERVISION: All such efforts, unless specifically requested by DFD as additional Work to be documented as a Change Order proposal or portion thereof, is included in the overhead and profit allowance;
 - (3) INSTALLATION LAYOUT: The layout required for the installation of material and equipment, and installation design, is the responsibility of the General Prime Contractor and is included in the overhead and profit allowance;
 - (4) SMALL TOOLS AND SUPPLIES: The cost of small hand tools with an initial cost of \$1,000 or less, along with consumable supplies and expendable items such as drill bits, saw blades, gasoline, lubricating or cutting oil, and similar items, is included in the overhead and profit allowance;
 - (5) GENERAL EXPENSE: The general expense, which is those items that are a specific job cost not associated with direct labor and material, is included in the overhead and profit allowance;
 - (6) RECORD DRAWINGS: The preparation of record or as-built drawings required is included in the overhead and profit allowance;
 - (7) OTHER COSTS: a) All association dues, assessments, and similar items are included in the overhead and profit allowance. b) All education, training, and similar items are included in the overhead and profit allowance. c) All drafting and/or engineering, unless specifically requested by DFD as additional Work to be documented as a Change Order proposal or portion thereof, is included in the overhead and profit allowance. d) All other cost items such as, but not necessarily limited to, review, coordination, estimating, and expediting, relative to Change Order proposals, are associated with field and office supervision and are included in the overhead and profit allowance.
3. By segregating the cost for Work performed and monitoring such costs. These costs shall be recorded daily, reported as a part of the General Prime Contractor's daily report procedure, and certified by DFD's Project Representative. Such costs shall be limited to those identified in subparagraph 18.I.2., except that actual rather than estimated labor expended and material installed shall be used in determining the cost adjustment.
- J. The General Prime Contractor shall provide DFD with costs for all proposed Change Orders as outlined in the "Procedures for the Change Order Proposal" document, to be provided by DFD to the General Prime Contractor at the Pre-construction meeting. Typical labor rates to be used shall be provided by the General Prime Contractor to DFD no later than submittal of the first payment request.

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- K. The completion date is determined by DFD. The schedule, however, is the responsibility of the General Prime Contractor. Time extensions for extra Work will be considered when a schedule analysis shows that the Change Order places the Work beyond the completion date stated in the Notice To Proceed. Unless the cumulative time extensions for extra Work places the Work beyond the original completion time specified in the Instructions to Bidders, all extended overhead costs are included in the overhead and profit allowance. If significant scope changes occur which places the extra Work beyond the original completion time specified in the Instructions to Bidders, actual additional costs will be considered in accordance with Article 30, CLAIMS.

19. REPORTS, RECORDS AND DATA

- A. The General Prime Contractor shall submit to DFD's Project Representative daily Work activity reports for each day on which Work is performed by any employee or entity for which the General Prime Contractor is responsible. Such reports shall include all relevant data concerning the progress of Work activities the General Prime Contractor and Subcontractors are responsible for and the effect of that activity on the time of performance of the Contract or the cost thereof.
- B. Daily Work activity reports shall be completed and signed by the General Prime Contractor's Job Superintendent or other on-site representative authorized by the General Prime Contractor to make such reports, who shall be personally responsible for assuring that each such report is current, accurate and complete. The signature of the General Prime Contractor's representative shall constitute a warranty to DFD that, after suitable inquiry, to the best of their knowledge and belief, all such data is current, accurate and complete as of the date of the report.
- C. The General Prime Contractor shall submit to DFD's Project Representative schedules of quantities and costs, progress schedules, wage rates, reports, estimates, invoices, records and other data as DFD may request concerning Work performed or to be performed under this Contract if DFD determines such information is needed to substantiate Change Order proposals, claims, or to resolve disputes.

20. NOTICE REQUIREMENTS

- A. Except as otherwise expressly provided in the Contract Documents, all notices, demands and other communications that are required to be made or delivered to DFD shall be signed by or on behalf of the General Prime Contractor, and shall be deemed fully made and effective immediately upon presentation to DFD's Project Representative or the deposit thereof in the United States mail, postage prepaid and addressed to DFD's Project Representative.
- B. The General Prime Contractor's presentation to DFD's Project Representative or mailing of such Notice to DFD's Project Representative is a CONDITION PRECEDENT to any liability of DFD for any actual or alleged breach of DFD's contractual obligations hereunder. The General Prime Contractor's failure to give such written Notice in the manner and time prescribed by the Contract Documents shall result in the waiver of any and all claims, demands and causes of action that the General Prime Contractor may have against DFD arising from or in connection with the actual or alleged breach.

21. TIME FOR COMPLETION OF THE PROJECT

- A. It is hereby understood and mutually agreed, by and between the General Prime Contractor and DFD that the time for completion of the Work required by the Contract Documents is an ESSENTIAL CONDITION of this Contract.
- B. The General Prime Contractor agrees that the Work required by the Contract Documents will be prosecuted regularly and diligently at a rate of progress that will ensure its full completion within the time specified in the Contract Documents. It is expressly understood and agreed, by and between the General Prime Contractor and DFD, that the specified time period for completion of the Work described in the Contract Documents is a reasonable time for the completion of the Work, taking into consideration the average weather conditions and usual industrial conditions prevailing in the locality in which the Work is to be completed.
- C. When events occur which, in the opinion of the General Prime Contractor, prevent completion of the Project within the time period allowed by the Contract Documents, the General Prime Contractor shall request an extension of the specified time for completion. Such request shall include the reasons for delay, the amount of time extension being

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requested, and any cost(s) associated with the delay. All such requests shall be made in writing and delivered to DFD's Project Representative within ten (10) working days from the beginning of such delay, or within ten (10) working days from the time when the circumstance with potential for delay becomes reasonably known to the General Prime Contractor, whichever is earlier. DFD shall act on such requests as soon as practicable and notify the General Prime Contractor of DFD's decision.

- D. If any activity is delayed, or anticipated to be delayed, thereby delaying the completion of the entire Project, the General Prime Contractor shall have the right to take action as may be necessary to recapture any delay. Such action shall include, but not be limited to:
 - 1. Increase in staffing
 - 2. Increase in shifts, hours of Work, or number of days of Work
 - 3. Use of available float
 - 4. Changing the sequence of Work activities
- E. Costs caused by delays or improperly timed activities shall be borne by the party responsible therefor, and Change Orders, as deemed appropriate by DFD, shall be issued in accordance with Article 18 of these General Conditions.
- F. Costs for acceleration of Work activities to allow completion of the Project in less time than that allowed by the Contract Documents shall be borne by the party requesting such acceleration or early completion. No claim for delay shall be valid against DFD for compensation for delayed completion which extends completion beyond the early finish date, but which does not continue beyond the stated time for completion as set forth in the Contract.
- G. Where abnormal weather conditions may have substantially contributed to the delay of Project completion, such determination shall only be made by DFD upon written request by the General Prime Contractor, and by comparing the total season in which such weather occurs with the average of the previous five years. Where DFD determines that weather has substantially delayed Work, thereby delaying completion of the Project within the time specified in the Contract Documents, DFD shall extend the allowable time for completion an amount equal, in the opinion of DFD, to the delay caused by such weather conditions. Extension(s) in the allowable time for completion, when granted by DFD as a result of abnormal weather conditions, shall not be cause for any request for additional compensation by the General Prime Contractor.
- H. Where, under the Contract, DFD extends the amount of time specified for completion of the Project, the new time limit fixed by such extension shall be the essence of this Contract.
- I. Time extensions and associated adjustments in the Contract Documents which are implemented by, or based on Change Orders and Field Orders for which an overhead allowance would otherwise be permitted hereunder, shall not include any allowance for extended and unabsorbed overhead costs.
- J. Permitting the Work or any part of it to continue after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of DFD, of any of DFD's rights under the Contract or a waiver of any default by the General Prime Contractor.
- K. If the General Prime Contractor fails to complete the Work within the time specified in the Contract and such failure is due to reasons which were not beyond the reasonable control of the General Prime Contractor or if the General Prime Contractor fails to complete the Work within the time specified in the Contract and fails to make the written request as provided for in Paragraph 21(C), then in any such event the General Prime Contractor shall pay to DFD actual damages. When such damages can be reasonably predetermined, the amount will be indicated in the Supplementary General Conditions.
- L. If DFD terminates the Contract, or suspends or stops Work in accordance with Paragraphs 28.B. or 29.A. due to the fault of the General Prime Contractor, the damages described in Paragraph 22.M shall be assessed for each day (or any part thereof) such Work is stopped on the Project. If DFD does not elect to terminate the Contract or to suspend or stop the Work, the damages shall be assessed for each day of delay in Substantial Completion.

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- M. Nothing contained herein shall be construed as limiting the right of the State to recover actual damages sustained as a result of any delay by the General Prime Contractor which exceed the amounts specified in the Supplementary General Conditions.
- N. DFD may, at its discretion, waive damages due the State, or any portion thereof.

22. USE AND POSSESSION PRIOR TO COMPLETION

- A. DFD shall have the right to authorize possession or use of any completed or partially completed part of the Work. Before the State takes possession or uses any part of the Project:
 - 1. DFD and the General Prime Contractor shall prepare a list of items of Work remaining to be performed or corrected on those portions of the Project that the State intends to take possession of or use;
 - 2. Failure to include on this list any item of Work clearly required to be performed by the General Prime Contractor shall not relieve the General Prime Contractor of responsibility for complying with the terms of the Contract;
 - 3. The State's possession or use shall not be deemed an acceptance of any Work under the Contract Documents.
- B. While the State has such possession or use, the General Prime Contractor shall be relieved of the responsibility for loss or damage to the Work resulting from the State's possession or use.

23. SUBSTANTIAL COMPLETION

- A. Prior to the General Prime Contractor's request for final inspection by DFD, the General Prime Contractor shall conduct an inspection to determine if building systems are functional, Work activities complete, and the Work product is in strict accordance with the requirements of the Contract Documents. If, in the course of this inspection, items are identified which are in need of repair, replacement, correction, or completion, the General Prime Contractor shall make every attempt to complete or correct those items prior to any request for DFD inspection of the Work or Certification of Substantial Completion.
- B. When the General Prime Contractor considers that the Work, or a designated portion thereof, is Substantially Complete, the General Prime Contractor shall provide written Notice and Request for Inspection to DFD. Such Notice shall include a list of all known incomplete and non-conforming work along with a schedule for completing each item as appropriate. Upon the receipt of the General Prime Contractor's Notice, DFD will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If, during such inspection, DFD identifies items not complete, in need of correction, replacement, or otherwise not in accordance with the requirements of the Contract Documents, the General Prime Contractor shall complete or correct such items. After completion of such punch list items, the General Prime Contractor may request subsequent inspection by DFD.
- C. When in the judgment of DFD the Work, or designated portion thereof is Substantially Complete, DFD will prepare a Certificate of Substantial Completion, establishing the responsibilities of the State and General Prime Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance.
- D. Where items have been identified which are not complete or are in need of correction DFD may, at its sole discretion declare the Work, or designated portion thereof Substantially Complete, noting such deficiencies. In such case, the Certificate of Substantial Completion shall fix the time within which the General Prime Contractor shall finish all items not completed or corrected.
- E. At the time DFD declares the Work or designated portion thereof Substantially Complete, the General Prime Contractor may request payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

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24. FINAL COMPLETION AND FINAL PAYMENT

- A. Prior to Request for Final Payment, the General Prime Contractor shall provide a Certification that all debts and claims against this Project have either been paid in full or otherwise satisfied and give final evidence of release of all liens against the Project, the State, and all proceeds payable hereunder. The General Prime Contractor shall certify upon such payment request that the data contained therein is current, accurate, and complete. General Prime Contractor shall permit, if requested by DFD, the final inspection to be jointly conducted by the General Prime Contractor and DFD's Project Representative. The General Prime Contractor shall give Notice at least 72 hours in advance of the time set for final inspection.
- B. Upon completion of the project and before receiving final payment for work on the project, the General Prime Contractor shall file with DFD an affidavit stating that the General Prime Contractor has complied fully with Section 103.49(4r) Wis. Stat. and that the General Prime Contractor has received an affidavit from each of the General Prime Contractor's agents, MEP Subcontractors, and Non-MEP Subcontractors stating that they also have complied fully with Wis. Stat. § 103.49(4r).
- C. As a CONDITION PRECEDENT to Final Payment, all corrective action to remedy deficiencies in the Work required by Contract Documents and Work identified on the punch list must have been completed. In addition, where required by Contract Documents, all training of the user agency's staff in the proper operation and maintenance of the Work shall have been completed, Operating and Maintenance Manuals and Instructions as well as drawings marked up to reflect "as built" conditions must have been transmitted to DFD's Project Representative, and all Warranty certificates signed and presented for DFD acceptance.
- D. When to the satisfaction of DFD the Work has been completed, and is of the quality required by the Contract Documents, DFD may authorize payment of all sums then due the General Prime Contractor. Receipt of the final payment, as provided for herein shall constitute a waiver of any and all claims against the State arising out of, under, or incident to the Work performed under the Contract.
- E. If the General Prime Contractor fails to submit a Request for Final Payment or make satisfactory arrangements with DFD within thirty (30) calendar days of notification, no further payments will be made and the Contract will be closed. The last Request for Certification for Payment will be considered the Final Payment under the terms and conditions of the Contract.
- F. The authorizing of Final Payment by DFD shall constitute the final acceptance of the Work but shall not constitute a waiver of any claims by DFD including, but not limited to the following:
 - 1. Outstanding lien claims or claims for liens;
 - 2. Defective Work which was specifically identified before the making of final payment;
 - 3. Defects which result from the General Prime Contractor's failure to perform the Work in strict accordance with the Contract Documents;
 - 4. Any warranty or guarantee required by the Contract Documents;
 - 5. Any other right surviving the State as to which the General Prime Contractor was specifically given notice before or during the final inspection and final payment process;
 - 6. Rights surviving to the State as a matter of law.

25. WARRANTIES

- A. The General Prime Contractor Warrants to DFD that all materials and supplies used in the Work are free from all liens, claims, or encumbrances, and good title to materials and supplies is retained by the General Prime Contractor and shall be conveyed to DFD on or before the date of Substantial Completion.

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- B. The General Prime Contractor Warrants to DFD that all materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- C. Printed, signed copies of Manufacturer's warranties, which are required by the Contract Documents, shall be presented to DFD prior to approval of final payment.
- D. All warranties, including manufacturer's warranties and General Prime Contractor warranties, shall take effect on the date of Substantial Completion and shall remain in effect for a period of one (1) year thereafter, unless Contract Documents specifically require a different warranty period.
- E. If any part of the Work is declared Substantially Complete by DFD, and the user agency takes possession of that portion of the Work before completion of the entire Project, the warranty for that portion of the Work shall continue for a period of one (1) year from the date of Substantial Completion for that portion of the Work, unless Contract Documents specifically require a different warranty period.
- F. The General Prime Contractor shall remedy, at the General Prime Contractor's expense, any defect in the Work. In addition, the General Prime Contractor shall remedy, at the General Prime Contractor's expense, any damage to State owned or controlled real or personal property, when the damage is the result of:
 - 1. The General Prime Contractor's failure to conform to Contract Document requirements; or
 - 2. Any defect in equipment, material, Workmanship, or design furnished by the General Prime Contractor or Subcontractors regardless of tier.
- G. The General Prime Contractor shall warrant any Work restored or replaced due to damage caused in fulfilling the terms and conditions of this Article 25, or during performance of any Work required by the Contract Documents. The General Prime Contractor's warranty with respect to Work repaired or replaced will run for one (1) year from the date of Substantial Completion of said repair or replacement.
- H. DFD shall notify the General Prime Contractor, in writing, within a reasonable time after discovery of any failure, defect, or damage.
- I. If, after the receipt of Notice of a claim under this warranty, the General Prime Contractor fails to remedy any failure, defect, or damage within a time judged reasonable by DFD, DFD shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage, at the General Prime Contractor's expense.
- J. All warranties under this Contract or in any related to this contract, express or implied, shall be obtained for and shall be subject to direct enforcement by DFD. The General Prime Contractor shall provide in each subcontract, or other purchase agreement, for the assignment to DFD of all such warranties and for the right of enforcement by DFD. In addition, if necessary the General Prime Contractor shall:
 - 1. Obtain for the State's benefit all warranties that would be given in normal commercial practice;
 - 2. Require all warranties to be executed, in writing, for the benefit of the State, if so directed by DFD;
 - 3. Enforce all warranties for the benefit of the State, if directed to do so by DFD;
 - 4. Obtain for the State's benefit all warranties given by any Subcontractor, at any tier, if such warranty is in excess of the one (1) year warranty period set forth herein.
- K. Unless a defect is caused by the negligence of the General Prime Contractor or Subcontractors at any tier, the General Prime Contractor shall not be liable for the repair of any defects of material or design furnished by the State.
- L. This warranty shall not limit the State's rights under Articles entitled:

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1. Article 15 - "QUALITY CONTROL & INSPECTION"
 2. Article 26 - "PAYMENTS TO GENERAL PRIME CONTRACTOR"
 3. Article 27 - "PAYMENTS BY GENERAL PRIME CONTRACTOR"
- M. Defects in design or manufacture of equipment specified by DFD on a "Brand Name" basis shall not be included in this warranty. In this event, the General Prime Contractor shall require any Subcontractor manufacturers, or suppliers to execute their warranties, in writing, directly to DFD.

26. PAYMENTS TO GENERAL PRIME CONTRACTOR

- A. Payments to the General Prime Contractor under the Contract Documents will be made as provided for in Wis. Stat. § 16.855(19)(a), as the Work progresses on this Project. Payment requests will be processed monthly, except for special circumstances approved by DFD. The General Prime Contractor must perform all of the conditions required for payment and must have met the obligations which are necessary to qualify for any partial payments.
1. No General Prime Contractor whose Work is deficient or whose Work fails to conform to the quality standards set forth in the Contract Documents shall be entitled to interim, progress or partial payments;
 2. As a CONDITION PRECEDENT to entitlement to payment, the General Prime Contractor shall, at the request of DFD, submit satisfactory evidence to establish that the sum set forth in any application for payment represents the "Proportionate Value" of Work completed;
 3. The General Prime Contractor shall certify each request for payment as being a true, accurate, and complete statement of account as of the date on which the certificate was made, and that the stated sums are then earned and payable to the General Prime Contractor;
 4. The General Prime Contractor shall certify that it holds clear title to all property of every description which serves as the basis for the application for payment. General Prime Contractor warrants that title to any such property is being transferred to the State free and clear of all liens. If requested by DFD, the General Prime Contractor shall produce satisfactory evidence of transfer of title from suppliers and Subcontractors, including MEP Subcontractors or Non-MEP Subcontractors, to the General Prime Contractor, without reservation, or with adequate waiver of lien. These payments may include any fabricated or manufactured materials and components specified, previously paid for by General Prime Contractor and delivered to the site, properly stored, and suitable for incorporation into the Work embraced in the Contract;
 5. All material and Work, title to which has been transferred to the State as a result of the making of a partial payment, shall become the sole property of the State. Nothing in this Article shall be construed as relieving the General Prime Contractor from the risk of loss or damage to any such property. The General Prime Contractor shall have the sole responsibility for obtaining proper insurance on, as well as the responsibility for the care and protection of materials and Work upon which payments have been made. The General Prime Contractor shall be responsible for the restoration of any damaged Work. Nothing herein shall operate as a waiver of the rights of DFD to require fulfillment of all of the terms of the Contract.
 6. As soon as possible after the notice to proceed is received, the General Prime Contractor shall submit to DFD's Project Representative a cost breakdown of the proposed values for work to be performed, as prescribed by the Contract Documents and in the detail requested by DFD. The cost breakdown items shall reflect actual work progress stages as closely as feasible which, if approved by DFD, will become the basis for construction progress payments.
- B. All requests for payment shall be submitted to DFD's Project Representative. To expedite payment of sums due under the Contract, the General Prime Contractor and DFD's Project Representative shall, where possible, jointly review any such request for payment at the site, inspecting the Work, if necessary to determine the validity of the request or modifications to the request which are necessary to accurately represent the value of Work completed in accordance with the Contract Documents.

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- C. The General Prime Contractor shall furnish any and all accounting records requested by DFD to validate all or any part of any request for payment. The General Prime Contractor shall maintain these accounting records for a period of three (3) years from the date DFD authorizes final payment.
- D. For the purposes of this Article 26, requests for payment may include any fabricated or manufactured materials or components specified, previously paid for by the General Prime Contractor and delivered to the Work site, or properly stored and suitable for incorporation in the Work embraced in the Contract Documents. The General Prime Contractor shall identify the method of storage for such materials and shall complete an "Off-site Storage Agreement" form which is available from DFD. Proper evidence of insurance shall be presented to protect the interest of the State. If payment is intended to be requested for any off-site storage items, such items shall be listed as separate lines in the request and certification for payment, cost breakdown.
- E. If separate prices are set forth in the Contract Documents for identifiable items of Work, payment for such prices shall be made at the time of completion of those items of Work. Payment under this Paragraph (E) shall be an interim payment until the time of Final Payment and acceptance of the Work by DFD.
- F. As the work progresses under the general prime contract for construction of a project the department, from time to time, shall grant to the General Prime Contractor an estimate of the amount and proportionate value of the work properly completed, which shall entitle the contractor to receive the amount, less the retainage, from the proper fund. The retainage shall be an amount equal to not more than 5% of the estimate until 50% of the work has been completed. At 50% completion, no additional amounts shall be retained, and partial payments shall be made in full to the contractor unless the department certifies that the job is not proceeding satisfactorily. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained shall be paid to the General Prime Contractor, less the value of any required corrective work or uncompleted work. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by General Prime Contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract.

Nothing herein shall preclude DFD from deducting from any request for payment such amounts as will properly represent the value of Work which fails to meet the quality standards of the Contract Documents or which the General Prime Contractor fails to complete.

- G. In the event DFD receives Notice from any person, Subcontractor, or other third party, that the Contractor has failed to pay such person(s) for Work performed in accordance with the Contract Documents, the Contractor shall, at the request of DFD, and in no more than 10 calendar days, provide all documentation DFD believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event DFD determines the claim to be valid and payment is due, or in the absence of aforementioned documentation, DFD may authorize direct payment of any unpaid bills, withholding from the General Prime Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory documentation is furnished that all liabilities have been fully discharged or reasons for non-payment of disputed amounts are provided by the General Prime Contractor. In no event shall these provisions be construed to impose any obligations upon the State to either the General Prime Contractor or the General Prime Contractor's Surety.
- H. In paying any unpaid bills of the General Prime Contractor relating to the Work, the State shall be deemed the agent of the General Prime Contractor, and any payment so made by the State shall be considered as a payment made under the Contract by the State to the General Prime Contractor for its account and the State shall not be liable to the General Prime Contractor for any such payment made in good faith.
- I. The General Prime Contractor agrees to indemnify and hold the State harmless from all claims growing out of lawful demands of Subcontractors (including MEP Subcontractors and Non-MEP Subcontractors), laborers, Workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance the Work required by Contract Documents.
- J. The General Prime Contractor shall, at DFD's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived.

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27. PAYMENTS BY GENERAL PRIME CONTRACTOR

- A. Please see Article 12 for specific information regarding Prompt Payment from General Prime Contractors to MEP Subcontractors and the specific Prompt Payment clause that must be inserted into the contract between General Prime Contractors and MEP Subcontractors.
- B. Not more than seven (7) calendar days following the receipt of each Payment authorized by DFD, the General Prime Contractor shall make payment to each and every person, Subcontractors, (including MEP Subcontractors, and Non-MEP Subcontractors), or entity who furnished goods or services for the progress of the Work on the Project, the value of which goods or services were included in the General Prime Contractor's "Request and Certification for Payment" under Article 26 of the General Conditions, or who by law or Contract payment is due upon the receipt of the payment most recently received from the State. The General Prime Contractor shall insert a provision in all subcontracts requiring payment in the manner herein specified. The General Prime Contractor shall also require Subcontractors to include a like provision in all contracts with their subcontractors or suppliers, regardless of tier.
- C. Upon request of DFD, satisfactory evidence of payment under this Article 27 shall be furnished to DFD forthwith.
- D. Please see Article 12 for specific information regarding retainage on contracts between General Prime Contractors and MEP Subcontractors. In short, retainage on an MEP Subcontract shall occur and be in amounts and on a schedule equal to the retainage schedule in the contract between the General Prime contractor and the State.
- E. Nothing herein shall preclude the General Prime Contractor from deducting from any request for payment such amounts as will properly represent the value of Work which fails to meet the quality standards of the Contract Documents or which the MEP Subcontractor fails to complete.

28. DFD'S RIGHT TO SUSPEND, CORRECT, OR COMPLETE WORK

- A. DFD may order the General Prime Contractor, in writing, to suspend or delay all or any part of the Work of the General Prime Contractor for the period of time that DFD determines appropriate for the convenience of the State.
 - 1. If the General Prime Contractor determines that the cost of the Work is altered by such suspension, or the time for completion of such Work is altered or delayed, the General Prime Contractor shall provide Notice to DFD of any such costs or delay;
 - 2. Such Notice shall be made within ten (10) calendar days of the order to stop or suspend Work;
 - 3. Provision of such Notice to DFD shall be a CONDITION PRECEDENT to any State liability for increased costs, delay, or time extension.
- B. In the event that any of the Work in progress, or Work already completed by the General Prime Contractor, Subcontractors, including MEP Subcontractors, or Non-MEP Subcontractors, is determined by DFD to be of substandard quality, defective, or otherwise in violation of requirements of the Contract Documents, or in the event that the General Prime Contractor fails or refuses to complete Work required by the Contract Documents, DFD may serve written Notice upon the General Prime Contractor requiring that corrective action be taken by the General Prime Contractor to remedy, correct, complete, or replace such Work.
 - 1. The General Prime Contractor shall have ten (10) calendar days after the serving of such Notice within which to take corrective action or to make arrangements judged satisfactory by DFD for the corrections to be made. The Contract shall terminate in accordance with the provisions of Paragraph 29.A. of the General Conditions if corrective action is not taken or other arrangements, judged satisfactory by DFD, are not made by the General Prime Contractor;
 - 2. If the General Prime Contractor fails within the ten (10) calendar day period after receipt of written Notice to commence and continue correction of such default or neglect with diligence and promptness, DFD may order the General Prime Contractor to stop the Work or any portion thereof until the cause for such order has been

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eliminated. DFD may then, without prejudice to other remedies DFD may have, correct such deficiencies through whatever means necessary;

3. The cost of any corrective action, replacement, or repair shall be chargeable to the General Prime Contractor and its Surety. In such cases DFD may deduct from payments then or thereafter due the General Prime Contractor the cost of correcting such deficiencies, compensation for the State's additional services, and expenses made necessary by such default, neglect, or failure. Such action by the State shall not prevent the State from recovery of other damages or penalties sustained as a result of the General Prime Contractor's default or neglect. If payments then or thereafter due the General Prime Contractor are not sufficient to cover such amounts, the General Prime Contractor and its Surety shall pay the difference to the State;
 4. If, after suspension of the Work, it is determined that the General Prime Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the State under Paragraph 29.B.
- C. The right of DFD to stop or suspend the Work shall not give rise to a duty on the part of DFD to exercise this right for the benefit of the General Prime Contractor or any other person or entity.
- D. DFD may exercise any and all rights or remedies provided for herein, by law or in equity, either concurrently or singly in its sole discretion.

29. DFD'S RIGHT TO TERMINATE CONTRACT

- A. In the event that any of the provisions of this Contract, including time for completion, are violated by the General Prime Contractor, DFD may serve written Notice upon the General Prime Contractor and the Surety of its intention to terminate this Contract, including the reasons for such intention to terminate. The General Prime Contractor shall have ten (10) calendar days after the serving of such Notice within which to cease the default or violation, to take corrective action, or to make arrangements judged satisfactory by DFD for the corrections to be made. Contract shall terminate upon expiration of the said ten (10) calendar day period if corrective action is not taken by the General Prime Contractor.
1. In the event of termination of the Contract, DFD shall immediately serve Notice thereof upon the Surety and the General Prime Contractor, and the Surety shall have the right to take over and perform the Contract subject to DFD's approval;
 2. The Surety shall take over and perform the Contract without need for further agreement with DFD. All Subcontractors shall be subject to approval of DFD in accordance with Article 11. DFD will not consider a General Prime Contractor or a subsidiary of a General Prime Contractor whose contract was terminated as a qualified, responsible Subcontractor.
 3. Within ten (10) calendar days after the serving of such Notice of termination, the Surety shall provide DFD with a comprehensive plan for completion of the Work required by the Contract Documents. Such plan must include performance of the Work within a time period acceptable to DFD. In the absence of such a plan, DFD may take possession of materials, appliances, and facilities as may be on the site of the Work, and complete the Work by whatever means necessary;
 4. All costs for completion of the Work and any additional damages sustained by the State thereby shall be at the expense of the General Prime Contractor and its Surety.
- B. Notwithstanding any contrary provision of the Contract or these General Conditions, DFD shall also have the right, exercisable by it in its sole discretion, to terminate this Contract at any time without cause following the expiration of thirty (30) calendar days after written Notice to the General Prime Contractor. In such event, the General Prime Contractor shall be paid for all Work performed to the effective date of termination, and any "Reimbursable Expenses" outstanding as of the date of termination. The term "Reimbursable Expenses" shall include the cost of personal property or materials which meet requirements of the Contract Documents and have been purchased by the General Prime Contractor for incorporation into the Work but not yet incorporated therein; lease payments due to an unaffiliated third party lessor for equipment provided to the Project, where the lease term extends beyond the

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termination date of this Contract and the General Prime Contractor is unable to terminate said lease; and other costs approved by DFD. Reimbursable Expenses do not include lost profits or payments due to Subcontractors, including MEP Subcontractors or Non-MEP Subcontractors for any period of time subsequent to termination of the Contract. Upon payment of the Reimbursable Expenses, the General Prime Contractor shall deliver to the State any materials or personal property for which said payment has been made.

- C. The right of DFD to terminate the Contract shall not give rise to a duty on the part of DFD to exercise this right for the benefit of the General Prime Contractor or any other person or entity.
- D. DFD may exercise any and all rights or remedies provided for herein, by law or in equity, either concurrently or singly in its sole discretion.

30. CLAIMS

- A. The General Prime Contractor shall be barred from asserting or pursuing any claims, demands, and causes of action against the State unless the General Prime Contractor complies with the following requirements:
 - 1. First, the General Prime Contractor shall present its claim to DFD's Project Representative who shall have twenty-one (21) calendar days after presentation of the claim to act thereon or notify the General Prime Contractor in writing of the additional time required for such action if greater than the aforementioned twenty-one (21) day period. Failure by DFD's Project Representative to so act within the aforesaid period of time shall constitute a rejection of the General Prime Contractor's claim;
 - 2. If the General Prime Contractor's claim is rejected by DFD's Project Representative, the General Prime Contractor may appeal it in writing to the Administrator of Division of Facilities Development. Any such appeal shall be made within twenty-one (21) calendar days after it is rejected by DFD's Project Representative. If no such appeal is made, the decision of DFD's Project Representative shall become final and binding and the General Prime Contractor shall waive its right to pursue the claim further;
 - 3. If the General Prime Contractor files a timely appeal of the decision of DFD's Project Representative, the Administrator of the Division of Facilities Development shall act on the General Prime Contractor's claim within fourteen (14) calendar days or notify the General Prime Contractor in writing, of the time required for such action if greater than the aforementioned fourteen (14) day period. Failure by the Administrator of the Division of Facilities Development to so act within the aforesaid period of time shall constitute a rejection of the claim;
 - 4. If the General Prime Contractor's claim is rejected by the Administrator of the Division of Facilities Development, the General Prime Contractor shall, as a CONDITION PRECEDENT to filing suit against the State, comply with the two-step claims resolution procedure set forth in Wis. Stat. §§ 16.007, 775.01.
- B. Any judicial action relating to the construction, interpretation, or enforcement of the Contract Documents including without limitation, the General Prime Contractor's claims, demands, and causes of action for additional construction costs, delay damages, and other amounts owed hereunder, shall be brought and venued in the Dane County Circuit Court in Madison, Wisconsin. The General Prime Contractor hereby consents to personal jurisdiction in that venue, and waives any defenses that the General Prime Contractor otherwise might have relating thereto.
- C. The General Prime Contractor hereby waives its right to a jury trial in connection with any judicial action or proceeding that may arise by and between the State and the General Prime Contractor concerning the construction, interpretation, or enforcement of the Contract Documents including, without limitation, any claims, demands, or causes of action that the General Prime Contractor hereafter may assert against the State for additional construction costs, delay damages, and other amounts.
- D. The General Prime Contractor shall proceed diligently with the performance of the Work, as directed by DFD, pending the final decision of DFD's Project Representative, the Administrator of the Division of Facilities Development, the State Claims Board, the Legislature, and any subsequent judicial action or appeal.

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- E. It is recognized by DFD and General Prime Contractor that performance of DFD's duties may require or cause the interruption or suspension of the Work for periods other than the reasonable time allowed under Article 28. In the event of such interruption or suspension, DFD and the General Prime Contractor shall negotiate in good faith in an effort to agree upon the additional construction costs and other amounts, if any, that shall be paid the General Prime Contractor because of the interruption or suspension of Work. Anything in the Contract Documents to the contrary notwithstanding, however, it is expressly understood and agreed that:
1. The total amount recoverable by and payable to the General Prime Contractor shall be limited to an amount equal to the sum of:
 - a. The additional construction costs and other amounts actually incurred by the General Prime Contractor because of DFD's actions and omissions; plus
 - b. A maximum overhead and profit allowance equal to fifteen (15) percent of the sum of additional construction costs and other amounts.
 2. Overhead costs for extended or unabsorbed overhead shall not be used as the basis for calculating or determining the amount of any additional construction costs or other amounts recoverable by or payable to the General Prime Contractor; and
 3. By entering into this Contract with DFD, the General Prime Contractor hereby waives any rights that it otherwise might have to pursue recovery of overhead costs for extended or unabsorbed overhead from DFD.
- F. DFD and the General Prime Contractor shall act in good faith to efficiently and fairly resolve claims and disputes arising under the Contract in order to avoid wherever possible, formal legal proceedings.

31. INSURANCE

- A. The General Prime Contractor shall not commence Work under this Contract until the General Prime Contractor has obtained all the insurance required under this Paragraph 31.A. Such insurance must be approved by DFD. The company providing the insurance must be lawfully authorized to do business in Wisconsin and/or be approved by DFD with a minimum A.M. Best rating of (A-). The General Prime Contractor shall provide the following insurance:
1. Worker's Compensation Insurance:
 - a. The General Prime Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors, including MEP Subcontractors and Non-MEP Subcontractors, to maintain, Worker's Compensation Insurance as required by State of Wisconsin Statutes and any applicable Federal Act coverage such as the Longshoremen's and Harbor Workers Act, the Jones Act or the Admiralty Act for all employees engaged in Work associated with the Project under this Contract. Minimum coverage is listed in paragraph 31.A.5.
 - b. The General Prime Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors, including MEP Subcontractors and Non-MEP Subcontractors, to maintain, Employer's Liability Insurance. Minimum coverage is listed in paragraph 31.A.5.
 2. Commercial General Liability Insurance and Excess Liability-Umbrella:
 - a. The General Prime Contractor shall maintain during the life of this Contract, and until two years after completion of this Contract, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Contract. Minimum coverage is listed in paragraph 31.A.5. Such coverage shall be of the "occurrence" type form.
 - b. The General Prime Contractor's Commercial General Liability and Umbrella Insurance shall apply to the provisions of indemnity obligations under Section 37 of these General Conditions.

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- c. Such Commercial General Liability coverage shall include employees of the General Prime Contractor as insureds.
 - d. The General Prime Contractor shall require Subcontractors to procure and maintain Commercial General Liability Insurance and Excess Liability equal to that required in subparagraph 31.A.2.a. The General Prime Contractor shall require each MEP Subcontractor to procure and maintain Commercial General Liability and Umbrella Insurance equal to that required in subparagraph 31.A.2.a. However, the General Prime Contractor may insure the activities of the Non-MEP Subcontractor(s) in the General Prime Contractor's policy. The General Prime Contractor's policy shall include coverage for Independent Contractors.
3. Auto Liability Insurance:
- a. The General Prime Contractor shall procure and shall maintain during the life of the Contract Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Contract. Minimum coverage is listed in paragraph 31.A.5.
 - b. The General Prime Contractor shall require each Subcontractor, including MEP Subcontractors and Non-MEP Subcontractors, to procure and maintain Commercial Auto Liability Insurance equal to that required in paragraph 31.A.3.a of the General Conditions.
4. The minimum required limits do not represent the coverage and limits necessary to protect the General Prime Contractor. The limits should not be construed in any way to limit the General Prime Contractor's liability to the State.

5. Minimum Limits Required:

TYPE	Limits
Commercial General Liability	\$1,000,000 General Aggregate (applies per project)
	\$1,000,000 Products Aggregate
	\$1,000,000 Personal Injury
	\$1,000,000 Each Occurrence
	\$50,000 Fire Damage
	\$5,000 Medical Expense Per Person
Automobile Liability	\$1,000,000 Combined Single Limit
Excess Liability Umbrella	\$5,000,000 Each Occurrence
	\$5,000,000 Aggregate

Worker's Compensation/Employers Liability Insurance

1. State: Statutory to all states the work is being performed;
 2. Federal: As Applicable;
 3. All Employees, partners, individuals, any managers on project site must be included for coverage.
6. The Commercial General Liability and Umbrella policies described in paragraph 31.A.2. of the General Conditions shall include the State as an Additional Insured as respects the activities carried out under this Contract. Additional coverage on the General Prime Contractor's Umbrella policy can be used to make up the required limits.
7. Proof of Insurance: The General Prime Contractor shall provide a certificate of insurance to DFD from a company lawfully authorized to do business in the State of Wisconsin indicating coverage is in place at the limits set forth in this Article. The insurer shall give DFD thirty (30) day notice of cancellation or changes in coverage. The insurance certificate shall be provided before commencement of the Contract. If the General Prime Contractor is self-insured, audited financial records will need to be provided that clearly demonstrate the

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financial ability to cover losses up to the limits of insurance required. The General Prime Contractor shall also be required to disclose deductibles or Self-Insured Retention's (SIR).

8. Commercial General Liability and Auto Liability carried under Article 31 shall contain a provision making it primary and non-contributory to any other coverage available to the State.
- B. The State shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Wisconsin, Builder's Risk insurance in the amount of, at least, the initial Contract sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis.
 1. Property Insurance shall include insurance for physical loss or damage to the Work, temporary buildings, and equipment or material consumed in the construction of the Work.
 2. Off-Site and Transit Coverage: Upon the request of the General Prime Contractor and written approval of DFD, the Property Insurance policy, subject to policy terms, definitions, and conditions, will provide a \$250,000 limit for materials and/or Work stored off the site or in transit. It is the General Prime Contractor's responsibility to insure materials and/or Work in excess of this amount. The State will not be responsible for materials or completed Work under the care, custody, and control of the manufacturer prior to delivery;
 3. Deductible: The property insurance shall be written with a deductible sum of no more than \$10,000 for each occurrence. If the Contract value is less than \$1,000,000 and the loss is attributable to the General Prime Contractor, a Subcontractor, including MEP Subcontractor or Non-MEP Subcontractor, a \$5,000 deductible per occurrence will apply. The risk of loss within the deductible amount will be borne by the General Prime Contractor;
 4. Loss of Use Insurance: The State, at DFD's option, may maintain such property insurance as will insure the State against loss of use of the State's property due to fire or other hazards, however caused. Except as set forth in section C.2. below, DFD waives all rights of action against the General Prime Contractor for loss of use of the State's property, including consequential losses due to fire or other hazards covered by the Property Insurance described in subparagraph 31.B.1
 5. Policy Review: A copy of the property insurance policy or policies may be obtained pursuant to the Public Records and Property Provisions of the Wisconsin State Statutes.
- C.
 1. The State and General Prime Contractor waive all rights against each other and shall require its insurers to waive any rights of subrogation or recovery, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article 31 or other property insurance applicable to the Work. The policies shall provide such waivers of subrogation by endorsement or otherwise, except as set forth in C.2. below. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise; did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged. This waiver shall be effective only to the extent any policy of insurance is not impaired thereby. This contract provision shall be incorporated into the contracts between the General Prime Contractor, MEP Subcontractors, and Non-MEP Subcontractors.
 2. DFD retains the right to subrogate against General Prime Contractor, Subcontractors including MEP Subcontractor and Non-MEP Subcontractor(s), up to \$1,000,000 per occurrence, for damage to property, including loss of use thereof, provided said property damage is to work performed by other parties and provided said General Prime Contractor's, Subcontractors' including MEP Subcontractors', and Non-MEP Subcontractors', negligence contributed in any way to said damage. This contract provision shall be incorporated into the contracts between the General Prime Contractor and Subcontractors, including MEP Subcontractors, and Non-MEP Subcontractors.

32. NONDISCRIMINATION/AFFIRMATIVE ACTION

- A. In connection with the performance of Work under this Contract, the General Prime Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex,

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

physical condition, developmental disability as defined in Wis. Stat. §51.01(5), sexual orientation, national origin, or any other basis prohibited by law. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Except with respect to sexual orientation, the General Prime Contractor further agrees to take affirmative action to ensure equal employment opportunities. This contract provision shall be incorporated into the contracts between the General Prime Contractor, MEP Subcontractors, and Non-MEP Subcontractors.

- B. Contracts with a value of fifty thousand dollars (\$50,000) or more require the General Prime Contractor to submit a written affirmative action plan acceptable under Wisconsin Statutes and Administrative Code. An exemption occurs from this requirement if the General Prime Contractor has a Work force of less than thirty (50) employees. The General Prime Contractor is responsible for obtaining affirmative action compliance from MEP Subcontractors and Non-MEP Subcontractors. Instructions on satisfying these requirements will be sent with the Notice to Proceed. Technical assistance regarding this Article 32 is available from the Wisconsin Office of Contract Compliance, telephone (608) 266-5462.
- C. The General Prime Contractor should establish and take appropriate initiatives to reach goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic, or other relevant data which shall cover construction projects or construction contracts performed in specific geographical areas. The goals shall be applicable to the General Prime Contractor's, MEP Subcontractor's, or Non-MEP Subcontractor's entire work force which is working in the area covered by the goals. The goals are established and are as follows:

County	Women Goal	Minority Goal
Adams/Juneau/Monroe/Vernon	12%	2%
Ashland/Bayfield/Douglas/Price	9%	6%
Barron/Sawyer/Washburn	13%	4%
Brown	11%	9%
Buffalo/Jackson/Pepin/Trempealeau	12%	5%
Burnett/Polk	11%	2%
Calumet/Winnebago	11%	3%
Chippewa/Rusk	12%	2%
Clark/Taylor	16%	2%
Columbia	12%	2%
Crawford/Grant/Richland	14%	2%
Dane	9%	9%
Dodge	12%	3%
Door/Kewaunee/Manitowoc	13%	3%
Dunn/Eau Claire	11%	3%
Florence/Forest/Marinette/Oconto	13%	2%
Fond du Lac	11%	4%
Green/Iowa/LaFayette	13%	1%
Green Lake/Marquette/Waushara	10%	4%
Iron/Oneida/Vilas	9%	3%
Jefferson	12%	4%
Kenosha	7%	10%
La Crosse	10%	4%
Langlade/Lincoln/Menominee/Shawano	11%	7%
Marathon	12%	4%
Milwaukee	10%	29%
Outagamie	10%	5%
Ozaukee	8%	3%
Pierce/St Croix	12%	2%
Portage	13%	3%
Racine	8%	13%

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

Rock	11%	7%
Sauk	10%	2%
Sheboygan	14%	5%
Walworth	10%	8%
Washington	9%	3%
Waukesha	7%	4%
Waupaca	11%	2%
Wood	12%	2%
Source: Combined Occupation Distribution: 2000 Census		

- D. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom a General Prime Contractor has a collective bargaining agreement, to refer to either minorities or women shall excuse the General Prime Contractor's required initiatives under these specifications.
- E. The General Prime Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the State that sets forth the provisions of this Article 32.
- F. Failure to comply with the conditions of this Article 32 may result in the General Prime Contractor becoming declared an "ineligible" General Prime Contractor, termination of the Contract, or withholding of payment.

33. MINIMUM WAGES

- A. Wage determinations, when required by Federal Law, are listed in the Supplementary General Conditions.
- B. The specified federal wage rates are minimum rates only, and DFD will not consider any claims for additional compensation made by the General Prime Contractor because of payment by the General Prime Contractor of any wage rate in excess of the applicable rate contained in this Contract. Any disputes in regard to the payment of wages in excess of those specified in this Contract shall be adjusted by the General Prime Contractor.
- C. Failure to comply with the conditions of this Article 33 may result in the General Prime Contractor becoming declared an "ineligible" Contractor, termination of the Contract, or withholding of payment.

34. ASSIGNMENTS

- A. The General Prime Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without the prior written consent of DFD. In case the General Prime Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain an Article substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the General Prime Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and subject to the terms of this Contract and claims of offset by the State.
- B. On the date of Substantial Completion, the General Prime Contractor shall assign to the State all warranties and guarantees of labor or material incorporated into the Work which are provided by third party vendors, suppliers, manufacturers, and Subcontractors, including MEP Subcontractors or Non-MEP Subcontractors.

35. ANTITRUST AGREEMENT

The General Prime Contractor and the State recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State. Therefore, the General Prime Contractor hereby assigns to the State 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 the price is established under this Contract and any Change Order thereto.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

36. INDEMNIFICATION

- A. To the fullest extent permitted by law, and in addition to any other indemnification provisions provided for herein, the General Prime Contractor shall indemnify and hold harmless the State, the A/E and its agents and employees and any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, and (2) is caused in whole or in part by acts or omissions of the General Prime Contractor, a Subcontractor thereof, a MEP Subcontractor, a Non-MEP Subcontractor thereof, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.
- B. The obligations of the General Prime Contractor under this indemnification shall not extend to the liability of the State, the A/E and its agents or employees thereof arising out of (1) preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by DFD, or the A/E or its agents or employees thereof provided such giving or failure to give is the cause of the injury or damage.

37. GENERAL PRIME CONTRACTOR PERFORMANCE EVALUATION

- A. The General Prime Contractor acknowledges that following completion of the Work, DFD's Project Representative will evaluate the General Prime Contractor's performance under and pursuant to this Contract. Such evaluation may take place after Substantial Completion or after Final Completion of the Work, as determined by DFD's Project Representative. The purpose of such evaluation includes, but is not limited to, determining whether or not the General Prime Contractor responsibly performed its Contractual obligations and whether or not the best interests of the State were promoted thereby.
- B. DFD shall provide a copy of any such performance evaluation to the General Prime Contractor, as soon as practicable after completion of such evaluation.
- C. The General Prime Contractor may appeal results of the General Prime Contractor's performance evaluation completed by DFD's Project Representative by submitting a request for performance review to the Administrator of the Division of Facilities Development. Any such request must include the reasons for such request, and documentation necessary to substantiate the General Prime Contractor's claim that initial performance evaluation was inappropriate or otherwise in error. The Administrator shall notify the General Prime Contractor of the results of this review as soon as practicable.
- D. DFD reserves the right to waive the results of such performance evaluation(s) if, in the opinion of DFD, corrective action has been taken to remediate substandard performance, events beyond the control of the General Prime Contractor resulted in substandard performance, or the best interests of the State will be served.
- E. The General Prime Contractor acknowledges and agrees that such evaluation(s) may be used by DFD pursuant to Wis. Stat. § 16.855(9m) when determining whether the General Prime Contractor is a "qualified responsible bidder" for future Project(s); provided, however, any such evaluation made more than five (5) years prior to the submission of any such subsequent bid shall not be considered in any event.
- F. The General Prime Contractor acknowledges and agrees that all such evaluations so prepared by DFD shall constitute "open public records" available for inspection and copying as provided for by law.

1 **SUPPLEMENTARY GENERAL CONDITIONS (Rev 10/2025)**

2 Division Project No. **24L2M**

3
4 **INDEX**

5
6 1. Definitions

7 2. Insurance

8 3. Schedule of Occupational Classifications and Minimum Hourly Wage Rates (REPEALED)

9
10 1. **DEFINITIONS**

11 General Conditions, Article 2.B. shall be supplemented with the following:

12
13 Architect/Engineer (A/E) for this project: **Todd Deibert, Foth Infrastructure & Environment, 2418**
14 **Crossroads Drive, Suite 3600, Madison, WI 53518, 608-242-5915.**

15
16 2. **INSURANCE**

17 General Conditions, Article 31.A.(4), shall be supplemented with "special hazard" coverage as follows:

18
19 "General Prime Contractor's, MEP Subcontractor's and Subcontractor's Public Liability and Property
20 Damage Insurance shall provide adequate protection against the following special hazards, unless provided
21 as part of Comprehensive General Liability coverage: loading and unloading; excavating; filling; drilling;
22 blasting; explosions; demolition; underpinning; elevator; hoist. Coverages shall be in the amounts
23 specified in Article 31 of the General Conditions."

24
25 3. **SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY**
26 **WAGE RATES (REPEALED)**

27 **The 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) repealed Wisconsin's prevailing**
28 **wage laws. Effective September 23, 2017, state prevailing wage requirements on state building**
29 **projects no longer apply. These changes take effect for projects advertised for bid after September**
30 **23, 2017. This change does not affect the Federal Davis Bacon Act requirements.**

31
32 ***

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SUBMITTAL LOG (2024)
Products, Shop Drawings, Mock-ups, Training, Attic Stock, Warranties

PROJECT NAME: Vault Toilet Replacements - Southwest District				TYPE OF SUBMITTAL CODE						ACTIONS					
PROJECT NO: 24L2M				AT = Attic Stock		SA = Samples		R = Reviewed							
CONTRACTORS:				OM = Oper/Maint.		SD = Shop Drawings		C = Reviewed w/ comments							
				PD = Product Data		TC = Tests/Certif.		X = Rejected							
				RP = Reports		WR = Warranty									
Date Contractor will Submit	Date Rec'd	Spec Section	Submittal Type	Title	Manufacturer/ Supplier/Contractor	Required to meet BABA Act Compliance	No. Rec'd	Referred To	Date Sent	No. Sent	Date Ret'd	Action	Date Ret'd to Contractor	Remarks	
		01 00 00		DIVISION 01 - GENERAL REQUIREMENTS											
mm/dd/yy		GC Art #8		Prof of permits, licenses and approvals											
		GC Art #13		Contractor - 60 day initial schedule										Due 14 days from NTP	
		GC Art #13		Contractor - full project schedule											
		GC Art #15		Quality Control Plan											
		GC Art #19		Work Reports											
		GC Art #23		Contractor Written Req - Subst Completion-Insp											
		GR Art #33		Operation and Maintenance Manuals and Instructions											
		GR Art #36		Erosion Control and Storm Water Management											
		GR Art #39		Guarantee Documents / Individual Divisions											
		GR Art #40		Record Documents - marked up as-builts											
		01 74 19		Construction Waste Management (CWM) Plan										GR Art #38	
				Summary of CWM Final Documentation											
		03 00 00		DIVISION 03 - CONCRETE											
		03 30 10	PD	Concrete											
		03 30 10	PD	Reinforcement											
		03 30 10	PD	Forms											
		03 30 10	PD	Expansion Joint Filler											
		03 30 10	PD	Curing Compound											
		03 30 10	PD	Stair Railing											
		31 00 00		DIVISION 31 - EARTHWORK											
		31 20 00	PD	Earth Fill											
		31 20 00	PD	Granular Fill											
		31 20 00	PD	Structural Fill											
		31 22 16.15	PD	Breaker Run Agregate											
		31 22 16.15	PD	Recycled Aggregate Products and Materials											
		31 22 16.15	PD	Geogrid											
		31 22 16.15	PD	Geotextile Fabric											
		32 00 00		DIVISION 32 - EXTERIOR IMPROVEMENTS											
		32 17 23	PD	Epoxy											
		32 11 23.33	PD	Dense Graded Base											
		32 92 19	PD	Lawn Seed Mix											
		32 92 19	PD	Topsoil											
		32 92 19	PD	Erosion Control Measures											
		32 92 19	PD	Topsoil Amendments											
		33 00 00		DIVISION 33 - UTILITIES											
		33 11 00	PD	PVC Watermain											
		33 11 00	PD	HDPE Watermain											
		33 11 00	PD	Copper Water Service											
		33 11 00	PD	Polyethylene Fittings											
		33 11 00	PD	Valves											
		33 11 00	PD	Brass Water Service Fittings											
		33 11 00	PD	Valve Boxes											
		33 11 00	PD	Hydrants											
		33 11 00	PD	Joint Restraints											
		33 11 00	PD	Tracer Wire											
		33 11 00	PD	Locator Tape											
		33 11 00	PD	Chlorine											
		33 11 00	PD	Pipe Joint Lubricant											
		33 40 00	PD	PVC Pipe											
		33 40 00	PD	HDPE Pipe											
		33 40 00	PD	Corrugated Metal Pipe											
		33 40 00	PD	Inlets											
		33 40 00	PD	Drains											
		33 40 00	PD	Castings											
		33 40 00	PD	Board Insulation											
*** END OF DOCUMENT ***															

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DIVISION 01 - GENERAL REQUIREMENTS (Rev 10/2025)

Division Project No. **24L2M**

INDEX

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6. Soil Test Borings
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37. Air Quality Management
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40. Record Documents

1 **1. DEFINITIONS**

2 In this document, the following terms are defined as:

3
4 (a) "Mechanical, electrical, or plumbing subcontractor" ("MEP Subcontractor") is a contractor that
5 performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection
6 (fire suppression) work for the Project, and enters into a contract with the General Prime Contractor to
7 perform their division of work.

8
9 (b) "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s.
10 16.855(9m)(b)1.

11
12 (c) "Qualified responsible bidder" means a contractor who is a qualified bidder and who is a
13 responsible bidder.

14
15 (d) "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s.
16 16.855(9m)(b)2.

17
18 (e) "Single prime contracting" means bidding and contracting through a process in which only a
19 general prime contractor has a contractual relationship with the state and all mechanical, electrical, or
20 plumbing subcontractors are identified by the department and are subcontractors to the General Prime
21 Contractor.

22
23 (f) "General Prime Contractor" is a contractor that enters into a contract with the state to perform all
24 work as required by the Contract Documents and enters into contracts with subcontractors including MEP
25 Subcontractors identified by DFD.

26
27 (g) "Non-MEP Subcontractor" is a subcontractor to a General Prime Contractor in divisions of work
28 other than mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the
29 General Prime Contractor.

30
31 (h) "Subcontractor" is all subcontractors on a project. This includes MEP Subcontractors,
32 subcontractors to the MEP Subcontractors, and Non-MEP Subcontractors.

33
34 (i) "Contractor" is all contractors working on a project regardless of contractual relationship. This
35 includes the General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all
36 Subcontractors, regardless of tier of subcontract.

37
38 **2. GENERAL**

39 All articles in these General Requirements are applicable to all Divisions and Sections of the Work
40 included herein. The Conditions of the Contract, General and Supplementary General Conditions, and
41 these General Requirements shall apply with equal force and effect to the General Prime Contractor and all
42 Subcontractors engaged in this work.

43
44 Contractor or the Contractor's authorized representative must be present to accept delivery of all equipment
45 and material shipments. DFD's representatives will not knowingly accept, unload or store anything
46 delivered to the site for the Contractor's use. Inadvertent acceptance of delivered items by any
47 representative or employee of the State shall not constitute acceptance or responsibility for any of the
48 materials or equipment. It is the Contractor's responsibility to assume liability for equipment or material
49 delivered to the job site.

50
51 **3. SPECIAL SITE CONDITIONS**

52 Confine all operations, equipment, apparatus and storage of materials, to the immediate area of work to the
53 greatest possible extent. Contractor shall ascertain, observe and comply with all rules and regulations in
54 effect on the project site, including but not limited to parking and traffic regulations, use of walks, security
55 restrictions and hours of allowable ingress and egress. Any special traffic control during construction

1 involving lane closures shall be in accordance with the federal standard, Manual of Uniform Traffic
2 Control Devices.

3
4 The Contractor shall take all measures necessary to become acquainted with the location of underground
5 service, utilities, structures, etc., which may be encountered or be affected by the Contractor's work, and
6 shall be responsible for damage caused by neglect to provide proper precautions or protection. As a
7 minimum to become acquainted with such underground appurtenances, the Contractor shall: 1) Observe
8 existing conditions visible at the site immediately prior to commencement of work; 2) Review available site
9 plans incorporated in the contract documents and/or provided by the DFD Project Representative; 3) Final
10 check with the DFD Project Representative for additions to or changes from conditions indicated on site
11 plans for the facility; and 4) Obtain input from the "one-call system", the organization composed of all
12 suppliers of utilities/services to or from the site.

13
14 Information pertaining to existing conditions that are described in the specifications or appear on the
15 drawings is based on available records. While such data has been collected with reasonable care, there is
16 no expressed or implied guarantee that conditions so indicated are entirely representative of those actually
17 existing. This information is provided to inform the Contractor of known, existing conditions so that due
18 diligence is taken by the Contractor to avoid damage. Where site observation or documents indicate
19 existing underground utilities/services in close proximity (within four feet horizontally and/or four feet
20 vertically) to necessary new construction work, the Contractor shall be responsible to test, probe or
21 otherwise determine exact locations so as to prevent damage to such utilities/services.

22
23 Existing pipes, electrical work, and all other utilities encountered, which may interfere with new work,
24 shall be re-routed, capped, cut off, or replaced by the Trades having jurisdiction, in accordance with the
25 Bidding and Contract Documents.

26
27 Foundations are designed for soil pressure indicated. Because of variation in bearing capacity of the
28 ground, some foundations may have to be revised after excavation has been completed. DFD's Project
29 Representative's approval to proceed with foundation work must be obtained before concrete is poured.
30 Changes in the work due to revisions of foundations because of unsatisfactory soil conditions will be
31 classed as additional work.

32 ARCHAEOLOGICAL SITES

33
34 The following human burial sites are protected by Wisconsin Burial Site Preservation Law, Wis. Stats.
35 157.70. Maintain a minimum 5-foot buffer around the site boundaries.

- 36
37 • Nelson Dewey Picnic Area

38
39 Archaeological monitoring during construction activities in close proximity of the burial site boundaries is
40 required. Notify Zac Stencil, WisDNR Historic Preservation Officer, at Zachary.Stencil@Wisconsin.gov
41 (608-225-3604) for preconstruction meeting and at least two weeks before commencement of any ground
42 disturbing activities to schedule archaeological monitoring.

43
44 Do not use the site for borrow or waste disposal. Do not use the site area for the staging of personnel,
45 equipment, and/or supplies. Do not disturb the site area inside the limits shown in the plans.

46
47 The Contractor shall take all measures necessary to become acquainted with the location of underground
48 services, utilities, structures, etc., which may be encountered or be affected by the Contractor's work, and
49 shall be responsible for damage caused by neglect to provide proper precautions or protection. As a
50 minimum, to become acquainted with such underground appurtenances, the Contractor shall: 1) Observe
51 existing conditions visible at the site immediately prior to commencement of work; 2) Review available site
52 plans incorporated in the contract documents and/or provided by the DFD Project Representative; 3) Final
53 check with the DFD Project Representative for additions to or changes from conditions indicated on site

plans for the facility; and 4) Obtain input from the “One-Call System”, the organization composed of all suppliers of utilities/services to or from the site.

Information pertaining to existing conditions that are described in the specifications or appear on the drawings is based on available records. While such data has been collected with reasonable care, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing. This information is provided to inform the Contractor of known, existing conditions so that due diligence is taken by the Contractor to avoid damage. Where site observation or documents indicate existing underground utilities/services in close proximity (within four feet horizontally and/or four feet vertically) to necessary new construction work, the Contractor shall be responsible to test, probe, or otherwise determine exact locations so as to prevent damage to such utilities/services.

4. INSPECTION OF SURFACES

Contractor shall obtain complete data at the site and inspect surfaces that are to receive the Work before proceeding with fabricating, assembling, fitting or erecting any work under this contract.

Contractor shall notify DFD's Project Representative in writing in case of discrepancies between existing work and drawings, and of any defects in such surfaces that are to receive the Contractor's work. DFD's Project Representative will evaluate the notice and direct what remedial action will be taken.

Starting of work implies acceptance of existing work or the work of others. Removal and replacement of work applied to defective surfaces, in order to correct defects, shall be done at the expense of the Contractor who applied work to defective surfaces.

5. HAZARDOUS SUBSTANCES - ASBESTOS, LEAD AND POLYCHLORINATED BIPHENYLS (PCB'S)

Airborne asbestos fibers, lead, and PCB compounds, if encountered, have been determined to be hazardous to one's health. Compliance with all applicable regulations is the Contractor's responsibility. Contractor shall not provide or install any product that contains any amount of asbestos or PCB. Refer to General Requirements, Article 32. CLEANING AND WASTE DISPOSAL for disposal of hazardous waste, if encountered.

ASBESTOS

Contractor's attention is directed to Wisconsin Administrative Code (WAC) NR 447, DHS 159 and the Occupational Safety and Health Act (OSHA) in general, and specifically part 1926.1101—ASBESTOS.. Unless otherwise indicated, all materials except for wood, metal, glass and fiberglass are assumed to contain asbestos. Due to the potential hazard associated with sampling, Contractor is responsible for removal of all electrical components which may contain an assumed asbestos material or to provide proper sampling which may disprove asbestos content. Unless otherwise indicated, all caulking, sealants, glazing compounds, gaskets, asphalt roofing materials, damp proofing and miscellaneous adhesives are assumed to contain asbestos and are considered to be Category I non-friable Asbestos Containing Materials (ACM) as defined in NR 447. Contractor is responsible for compliance with all applicable regulations when the work includes fastening to or coring through ACM.. The Contractor is responsible for disturbance, removal and/or disposal of all Category I non-friable ACM that will be disturbed by the work. . Waste material containing Category I non-friable ACM, is regulated as Construction and Demolition (C&D) waste and may be disposed of at a Department of Natural Resources (DNR) approved C&D waste landfill. If Contractor's work methods cause non-friable ACM to become friable, the Contractor is responsible for any necessary remediation and for the disposal of the friable asbestos waste at a landfill specifically approved by DNR to accept friable asbestos. A copy of the signed waste manifest for the disposal of all friable asbestos waste shall be provided to DFD prior to request for final payment.

Based on a review of the plans for the project, Asbestos Abatement by the State under a separate contract is limited to the following asbestos containing materials:

1 Pre-Project Asbestos Inspection Information:

2 Inspector: Brett Jungen, WI DOA/DFD

Certification Number: AII-15200

3 Inspection Date: 5/4/26 & 5/7/26

Phone Number: (608)635-5092

4
5 Tower Hill State Park

- 6
7 • Vault Toilets 1667 and 1668

8
9 The following building materials have been identified to be ACM.

10 -No asbestos was detected in any of the materials that were sampled

11
12 The following building materials have been identified to be non-ACM.

13 -Brown exterior caulk

14 -Black siding felt paper

15 -Roof shingles and felt paper

- 16
17 • Vault Toilets 1669 and 1670

18
19 The following building materials have been identified to be ACM.

20 -No asbestos was detected in any of the materials that were sampled

21
22 The following building materials have been identified to be non-ACM.

23 -Brown exterior caulk

24 -Black siding felt paper

25 -Roof shingles and felt paper

26 -Epoxy floor material

27
28 Yellowstone Lake State Park

- 29
30 • Shelter Building Area Vault Toilet 5647

31
32 The following building materials have been identified to be ACM.

33 - No asbestos was detected in any of the materials that were sampled

34
35 The following building materials have been identified to be non-ACM.

36 - Orange exterior caulk

37 - White interior caulk

38 - Yellow wall board adhesive

39 - Black siding felt paper

40 - Roof shingles and felt paper

- 41
42 • Campground #125 Vault Toilets 1855

43
44 The following building materials have been identified to be ACM.

45 - No asbestos was detected in any of the materials that were sampled

46
47 The following building materials have been identified to be non-ACM.

48 - Roof shingles and felt paper

- 49
50 • Campground #125 Vault Toilets 1856

51
52 The following building materials have been identified to be ACM.

53 - No asbestos was detected in any of the materials that were sampled

1 The following building materials have been identified to be non-ACM.
2 - Roof shingles and felt paper
3
4 • Campground #42 Vault Toilets 1851
5
6 The following building materials have been identified to be ACM.
7 - No asbestos was detected in any of the materials that were sampled
8
9 The following building materials have been identified to be non-ACM.
10 - Roof shingles and felt paper
11
12 • Campground #42 Vault Toilets 1852
13
14 The following building materials have been identified to be ACM.
15 - No asbestos was detected in any of the materials that were sampled
16
17 The following building materials have been identified to be non-ACM.
18 Roof shingles and felt paper
19
20 • Campground #34 Vault Toilet 3518
21
22 The following building materials have been identified to be ACM.
23 - No asbestos was detected in any of the materials that were sampled
24
25 The following building materials have been identified to be non-ACM.
26 - Roof shingles and felt paper
27
28 • Boat Rental Vault Toilet 3514
29
30 The following building materials have been identified to be ACM.
31 - No asbestos was detected in any of the materials that were sampled
32
33 The following building materials have been identified to be non-ACM.
34 - Roof shingles and felt paper
35
36 • Dam Vault Toilet 1842
37
38 The following building materials have been identified to be ACM.
39 -No asbestos was detected in any of the materials that were sampled
40
41 The following building materials have been identified to be non-ACM.
42 - Gray door caulk
43 - Gray door glaze compound
44 - Roof shingles and felt paper
45
46 • Dam Vault Toilet 1843
47
48 The following building materials have been identified to be ACM.
49 - Roof flashing (Category I non-friable and not RACM. Can stay during demo as long as this material
50 and substrate material will be disposed of as C&D waste.)
51
52 The following building materials have been identified to be non-ACM.
53 - Gray door caulk
54 - Gray door glaze compound

- Gray louver caulk
- Roof shingles and felt paper

Nelson Dewey State Park

- Walnut Group Campground Vault Toilets 1405

The following building materials have been identified to be ACM.
- No asbestos was detected in any of the materials that were sampled

The following building materials have been identified to be non-ACM.
-Gray window caulk
-Roof shingles and felt paper

- Walnut Group Campground Vault Toilets 1406

The following building materials have been identified to be ACM.
- No asbestos was detected in any of the materials that were sampled

The following building materials have been identified to be non-ACM.
- Gray window caulk
- Roof shingles and felt paper

- Picnic Area Vault Toilets 1399

The following building materials have been identified to be ACM.
- No asbestos was detected in any of the materials that were sampled

The following building materials have been identified to be non-ACM.
- Roof shingles and felt paper

- Picnic Area Vault Toilets 1400

The following building materials have been identified to be ACM.
-No asbestos was detected in any of the materials that were sampled

The following building materials have been identified to be non-ACM.
- Roof shingles and felt paper

Lead Based Paint

Existing paint is assumed to contain lead. Existing glazed finishes on tile and masonry units are assumed to contain lead. The Contractor is responsible for compliance with Occupational Safety and Health Act (OSHA) in general and particularly to 29 CFR 1910 (LEAD STANDARD) and to CFR 1926 (LEAD EXPOSURE IN THE CONSTRUCTION INDUSTRY). Dispose of refuse containing lead based paint or contaminated with lead by the demolition process in conformance with State of Wisconsin Hazardous Waste Regulations set forth by the Department of Natural Resources and in conformance with OSHA and EPA recommended worker safety requirements.

PCB'S

Contractor's attention is directed to Wisconsin Administrative Code, Chapter NR 157 relative to PCB's. Refer to Division 26, Electrical within these specifications for work involving PCB's.

6. SOIL TEST BORINGS

Not applicable to this project.

1
2 **7. MUTUAL RESPONSIBILITY**

3 Contractor(s) shall coordinate the work with adjacent work and shall cooperate with all other trades to
4 facilitate the general progress of the work. Each trade shall afford all other trades every reasonable
5 opportunity for the installation of their work and for the storage of their material. In no case will the
6 Contractor(s) be permitted to exclude from the premises or work, any other Contractor or employees
7 thereof, or interfere with any other Contractor in the executing or installation of their work.

8 Contractor(s) shall arrange the work and dispose of materials so as not to interfere with the work or storage
9 of materials of others and each shall join their work to that of others in accordance with the intent of the
10 drawings and specifications.
11

12 All Contractors shall work in cooperation with the General Prime Contractor and with each other, and fit
13 their work into the structure as job conditions may demand. All final decisions as to the right-of-way and
14 run of pipe, ducts, etc., shall be made by DFD at prearranged meetings with responsible representatives of
15 the Contractors involved.
16

17 **8. PROJECT MEETINGS**

18 Project meetings will be held at the time designated by DFD. Contractor, when requested, shall attend
19 these meetings. If the principal of the firm does not attend meetings, a responsible representative of the
20 Contractor who can bind the Contractor to a decision at the meetings shall attend.
21

22 The Architect/Engineer or a representative thereof will write a report covering all items discussed and
23 decisions reached and copy of such report distributed to all parties involved.
24

25 **9. SLEEVES AND OPENINGS**

26
27 Each Contractor requiring sleeved openings shall furnish all sleeves required for their penetrations whether
28 or not they responsible for providing the respective openings. Contractors furnishing sleeves to others for
29 installation shall do this in a timely manner so as not to impede the project schedule.
30

31 Openings shown on the structural and/or architectural drawings shall be the responsibility of the General
32 Prime Contractor. Sleeves furnished by other contractors for openings shown on the structural and/or
33 architectural drawings shall be installed by the General Prime Contractor.
34

35 Openings that are required and are not shown on the structural and/or architectural drawings shall be the
36 responsibility of the contractor requiring the openings. The contractor requiring the opening shall install
37 sleeves for these openings or cut openings as needed (including floor openings within chases).
38

39 Individuals skilled in such work shall accomplish installation of sleeves and openings.
40

41 Each Contractor shall be responsible for coordinating locations of their sleeves with work of other trades.
42

43 Each Contractor who requires sleeves and/or openings shall submit through the General Prime Contractor,
44 to DFD's Project Representative for review and approval, layout drawings of all such required sleeves
45 and/or openings. Sleeve and opening layout drawings shall be received by DFD a minimum of two weeks
46 prior to installation of the sleeves and openings. Sleeve and opening sizes and locations shall be
47 dimensioned from column lines and floor elevations or from a point of reference approved by DFD.
48

49 **10. CUTTING AND PATCHING**

50
51 Provisions of Article 9. Sleeves and Openings herein, cover the work involved for providing and installing
52 sleeves and openings.
53

1 Cutting and patching required to access work in existing walls, in chases, above inaccessible ceilings,
2 below floors, etc., shall be by the Contractor who requires the access, unless shown in the bid documents
3 otherwise or noted otherwise.
4

5 The Contractor shall do all cutting, or fitting of the work as required to make its several parts fit together,
6 or to receive the work of others, as shown or reasonably implied by the drawings or specifications, or as
7 may be directed by DFD. Holes cut in exterior walls and/or roofs shall be waterproofed.
8

9 The Contractor who cuts for required access to work shall also be responsible for patching. Where cutting
10 and patching is required, Contractor shall hire individuals skilled in such work to do cutting and patching.
11

12 Except where specifically identified, the Contractor who removes or relocates building components which
13 leave a remaining opening shall be responsible for patching the opening., Where building components are
14 removed by the Asbestos abatement Contractor on behalf of a contractor, the Contractor on whose behalf
15 the components are removed shall be responsible for patching the remaining opening.
16

17 Patching includes repairing openings to match adjacent construction and painting the surface to match
18 existing. Painting means covering the entire wall where patching is to be done to nearest break point or
19 corner unless indicated to be done by other trades.
20

21 Contractor shall not endanger any work by cutting, digging or otherwise and shall not cut or alter the work
22 of others without their consent.
23

24 Do not pierce beams or columns without permission of DFD and then only as directed in writing. If any
25 ductwork, piping, conduit, etc. is required through walls or floors where no sleeve has been provided, use a
26 core drill or saw cut to prevent damage and structural weakening.
27

28 Wherever any material, finish, or equipment, is damaged, the skilled trade shall accomplish the repair or
29 replacement, in that particular work and the cost shall be charged to the party responsible for the damage.
30 DFD reserves the right to disallow any means and/or methods that, in the opinion of DFD, are harmful to
31 and/or not in the best interest of preserving the improvements receiving the work.
32

33 **11. MANUFACTURER'S DIRECTIONS**

34 Contractors shall apply, install, connect, erect, use, clean and condition manufactured articles, materials,
35 and equipment as recommended by the manufacturer, unless specified to the contrary. The manufacturer's
36 latest recommendations at the time of bidding shall be used.
37

38 **12. LAYOUT**

39 The General Prime Contractor shall immediately upon entering the site for purpose of beginning work,
40 locate general reference points and take such action as is necessary to prevent their destruction. Each
41 Contractor shall lay out its work and be responsible for all lines, elevations and measurements of the
42 building and other work executed under its Contract. Each Contractor must exercise proper precaution to
43 verify dimensions on the drawings before laying out work and will be held responsible for any error
44 resulting from failure to exercise such precaution.
45

46 Using datum furnished by the State, the lot lines and present levels have been established as shown on the
47 drawings. Other grades, lines, levels and benchmarks, shall be established and maintained by each
48 Contractor, who shall be responsible for them.
49

50 As work progresses, the General Prime Contractor shall lay out on forms and floor, the locations of all
51 partitions, walls and fix column centerlines as a guide to all trades.
52

1 The General Prime Contractor shall make provision to preserve property line stakes, benchmarks, or datum
2 point. If any are lost, displaced or disturbed through neglect of any Contractor, Contractor's agents or
3 employees, the Contractor responsible shall pay the cost of restoration.
4

5 Each Contractor shall verify grades, lines, levels, locations and dimensions as shown on drawings and
6 report any errors or inconsistencies to DFD's Project Representative before commencing work. Starting of
7 work by each Contractor shall imply acceptance of existing conditions.
8

9 **13. SUPERVISION**

10 The General Prime Contractor shall take complete charge of the work under this contract and coordinate
11 the work of all Trades on the project.
12

13 **14. FIELD OFFICES**

14 Not applicable.
15

16 **15. STAIRS AND SCAFFOLDS**

17 The General Prime Contractor shall:
18

19 Furnish and maintain equipment such as temporary stairs, fixed ladders, ramps, chutes, runways and the
20 like as required for proper execution of work by all trades, and shall remove them on completion of the
21 work.
22

23 Erect permanent stair framing as soon as possible. Provide stairs with temporary treads, handrails, and
24 shaft protection.
25

26 Contractors requiring scaffolds shall make arrangements with and compensate the General Prime
27 Contractor for scaffolding, or shall provide their own and remove them upon completion of the work.
28

29 Each Contractor shall underlay its interior scaffolds with planking to prevent uprights from resting directly
30 on the floor construction.
31

32 **16. HOISTS, ELEVATORS OR CRANES**

33 Each separate contractor shall provide and pay for its own hoist/crane or other apparatus necessary for
34 unloading/setting or moving their equipment and materials. Installation and removal of equipment for this
35 activity must be accounted for in the Project Schedule.
36

37 Equipment and operations for this activity shall comply with applicable Department of Safety and
38 Professional Services and OSHA requirements. No material hoist may be used to transport personnel
39 unless it meets Department of Safety and Professional Services and OSHA requirements for that purpose.
40

41 Contractors shall provide any protection required, temporary or long term, to prevent damage to work in
42 place or in progress. When hoisting activity results in such damage, the responsible contractor shall pay for
43 cleaning, repair or replacement of material or equipment as determined by DFD.
44

45 Equipment, that imposes loads of any kind on work in place, shall not be erected without agreement from
46 DFD.
47

48 At their own discretion, two or more contractors may agree to use common hoisting facilities. Under such
49 arrangements, the allocation of costs, access and scheduling and all other details of the agreement are the
50 responsibility of the contractors involved.
51

52 Existing elevators may be used on a limited basis with DFD's permission and agreement. Costs of
53 warranty extensions and additional service work required will be paid by the using contractor. Appropriate
54 protection must be provided by the using contractor and that contractor shall be responsible for any

1 structural, mechanical or finish damage to the elevator and its parts and to adjoining building finishes and
2 components.

3 4 **17. SIGNS**

5 No project sign required.

6
7 No individual advertising signs, plaques or credits, temporary or permanent, will be permitted on the
8 building or premises, except the name of the Contractor on Contractor's office or material shed.

9 10 **18. FENCE**

11 The General Prime Contractor shall provide a neat appearing protective fence where indicated on the
12 drawing, constructed of standard studded T-Posts of sufficient length for line posts and spaced not to
13 exceed 8'-0" apart. Corner posts and gate posts are to be galvanized steel pipe of not less than 2 1/2" o.d.
14 and shall be properly braced. A 4-foot high wooden snow fence shall be securely fastened to the supports.
15 Plastic fencing is not acceptable. The snow fence shall project 4" above the fence posts. Provide gates,
16 properly constructed and braced, complete with hinges, hasps, and padlocks in number and location
17 required for proper control, delivery and distribution of material and equipment. Gate posts shall be
18 adequately back tied and anchored to insure a rigid installation. All protective fencing shall be maintained
19 in an upright, orderly fashion throughout the construction schedule. In areas where existing trees are to be
20 protected, the area inside the protective fencing shall not be used for any purpose related to construction
21 activities, such as material storage, vehicle parking, portable toilets, or other disruptive activities that would
22 result in damage of any kind to the site inside the fence.

23 24 **19. ROADWAY**

25 The General Prime Contractor may build a temporary roadway for delivery of materials at the Contractor's
26 own expense and maintain it until completion of construction or until service drives are installed. Where
27 possible, build temporary roadway within the confines of the new roadway and allow others to use it at no
28 cost. Any gravel topping used for temporary roadway shall be at least 6" below finished elevation of
29 permanent drives. If temporary roadway is not intended to be converted to a permanent road, all road
30 materials shall be removed upon termination of access need, and the confines of the temporary roadway
31 shall be repaired to match adjacent area.

32 33 **20. TOILETS**

34 The General Prime Contractor shall provide and maintain sanitary temporary toilets, located where directed
35 by DFD's Project Representative, in sufficient number required for the force employed. The toilets shall
36 comply with International Building Code Chapter 29 on Plumbing Systems. Toilets shall be self-contained
37 chemical type.

38
39 As soon as conditions will allow, the Plumbing Trade shall provide temporary toilets within the building,
40 where directed, and equip the room with at least two temporary water closets and one temporary lavatory,
41 each with connections to cold water and sanitary sewer. The General Prime Contractor shall provide a
42 temporary wood enclosure with doors; remove when directed.

43
44 After directed by DFD's Project Representative, the Plumber shall remove the temporary fixtures and
45 replace them with permanent fixtures.

46
47 After temporary toilet accommodations are provided within the building, the General Prime Contractor
48 shall remove the temporary outside toilets.

49
50 The General Prime Contractor shall maintain the temporary toilets in a sanitary condition at all times and
51 shall supply toilet paper until completion of the job.

1 **21. TELEPHONES**

2 It is expected that each contractor have access to their own cell phone for their own use. No additional
3 telephone service will be provided.
4

5 **22. WATER SUPPLY**

6 The General Prime Contractor shall supply all water required for construction and other purposes until the
7 permanent water supply system is accepted and in operation.
8

9 **23. TEMPORARY ELECTRICAL WORK**

10 The General Prime Contractor shall provide generators for onsite power.
11

12 **24. COLD WEATHER PROTECTION**

13 All heating and protective covering, required to protect the work from injury due to freezing and moisture
14 during the construction period and prior to enclosure of the building, shall be classed as COLD WEATHER
15 PROTECTION. Such protection shall be provided and paid for by the General Prime Contractor.
16

17 Heat required to protect materials from injury due to freezing during the construction period and prior to
18 enclosure, shall be provided by means of portable heating units intended for this purpose.
19

20 All heating units must be approved types. Proper ventilation must be provided. The use of temporary units
21 whose product of combustion will damage fresh concrete, mortar or other building materials, will not be
22 allowed. Use of coke or oil salamanders is prohibited.
23

24 If electrical power is required for oil or gas portable heating units, it may be taken from the available
25 temporary power source and paid for by the General Prime Contractor.
26

27 Heating units and the area surrounding the units shall be kept in a clean and safe condition.
28

29 **25. ENCLOSURE**

30 Not applicable.
31

32 **26. TEMPORARY HEAT**

33 Not applicable.
34

35 **27. FIRE PROTECTION**

36 The General Prime Contractor shall provide and maintain in working order during the entire construction
37 period, one fire extinguisher on site.
38

39 **28. WATCHPERSONS**

40 Watchpersons will not be furnished by the State. The Contractor shall provide such precautionary
41 measures, to include the furnishing of watchpersons if deemed necessary, to protect persons and property
42 from damage or loss where the Contractor's work is involved.
43

44 **29. STORAGE OF MATERIALS**

45 Contractor shall confine equipment, apparatus, storage of materials and operations to limits indicated on the
46 drawings or by specific direction of DFD's Project Representative and shall not bring material onto the site
47 until they are needed for the progress of the work.
48

49 The storage of materials on the grounds and within the building shall be in strict accordance with the
50 instructions of DFD's Project Representative. Storage of materials within the building shall at no time
51 exceed the design carrying capacity of the structural system.

52 Provide and maintain watertight storage sheds on the premises where directed, for storage of materials that
53 might be damaged by weather. Sheds shall have wood floors raised at least 6" above the ground.

54 All materials affected by moisture shall be stored on platforms and protected from the weather.

1
2 All materials shall be stored in a manner that prevents release of hazardous material to the environment.
3

4 All hazardous materials, including motor fuels, shall be properly handled and contained to prevent spills or
5 other releases. The General Prime Contractor shall develop and maintain a contingency plan to provide
6 emergency response, containment, and cleanup of spills of hazardous materials resulting from contract
7 activities. All spills and releases shall be reported to DFD as soon as possible.
8

9 During the construction of this building, materials, construction sheds, and earth stockpiles shall be located
10 so as not to interfere with the installation of the utilities nor cause damage to existing lines.
11

12 The Contractor shall allot space to others for storage of their materials, and erection of their sheds.
13

14 Should it be necessary at any time to move material sheds or storage platforms, the Contractor shall move
15 same at the Contractor's expense, when directed by DFD's Project Representative.
16

17 The State assumes no responsibility for materials stored in building or on the site. The Contractor assumes
18 full responsibility for damage due to the storage of materials.
19

20 Repairing of areas used for placing of sheds, offices, and for storage of materials shall be done by the
21 Contractor.
22

23 **30. PROTECTION OF FINISHED CONSTRUCTION**

24 Contractor shall assume the responsibility for the protection of all finished construction under the Contract
25 and shall repair and restore any and all damage of finished work to its original state.
26

27 Wheeling of any loads over any type of floor, either with or without plank protection, will be permitted
28 only in rubber tired wheelbarrows, buggies, trucks or dollies.
29

30 Where structural concrete is also the finished surface, care must be taken to avoid marking or damaging
31 those surfaces.
32

33 **31. PROTECTION IN GENERAL**

34 All structures and equipment shall be constructed, installed and operated with guards, controls and other
35 devices in place.
36

37 Temporary pumps required for pumping water from building excavation or from building proper shall be
38 provided by the General Prime Contractor, including temporary connections. Plumbing Trade shall install
39 permanent sump basins and piping where and when required. Permanent sump pumps shall not be installed
40 until building is substantially complete and when approved by DFD's Project Representative. The General
41 Prime Contractor shall remove temporary pumps and connections when approved by DFD's Project
42 Representative.
43

44 The General Prime Contractor shall:
45

46 Provide, erect and maintain all required planking, barricades, guard rails, temporary walkways, etc., of
47 sufficient size and strength necessary for protection of stored material and equipment; paved surfaces,
48 walks, curbs, gutters and drives; streets adjacent to or within project area; adjoining property and all project
49 work to prevent accidents to the public and the workmen at the job site.
50

51 Notify adjacent property owners if their property interferes with the work so that arrangements for proper
52 protection can be made.
53

1 Provide and maintain proper shoring and bracing to prevent earth from caving or washing into the building
2 excavation. Provide temporary protection around openings through floors and roofs, including elevator
3 openings, stairwells, and edge of slabs.
4

5 Provide and maintain proper shoring and bracing for existing underground utilities, sewers, etc.,
6 encountered during excavation work, to protect them from collapse or other type of damage until such time
7 as they are to be removed, incorporated into the new work, or can be properly backfilled upon completion
8 of new work.
9

10 Provide protection against rain, snow, wind, ice, storms, or heat to maintain all work, materials, apparatus,
11 and fixtures, incorporated in the work or stored on the site, free from injury or damage. At the end of the
12 day's work, cover all new work likely to be damaged. Remove snow and ice as necessary for safety and
13 proper execution of the work.
14

15 Protect the building and foundations from damage at all times from rain, ground water and back-up from
16 drains or sewers. Provide all equipment and enclosures as necessary to provide this protection.
17

18 Damaged property shall be repaired or replaced in order to return it to its original condition. Damaged
19 lawns shall be replaced with sod.
20

21 Protect materials, work and equipment, not normally covered by above protection, until construction
22 proceeds to a point where the general building protection of the area where located, dispenses with the
23 necessity therefore. Protect work outside of the building lines such as trenches and open excavations, as
24 specified above.
25

26 Take all necessary precautions to protect the State's property as well as adjacent property, including trees,
27 shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, etc., from
28 any and all damage which may result due to work on this project.
29

30 Repair work outside of property line in accordance with the requirements of the authority having
31 jurisdiction.
32

33 Repair any work, damaged by failure to provide proper and adequate protection, to its original state to the
34 satisfaction of DFD or remove and replace with new work at the Contractor's expense.
35

36 Protect trees indicated on the drawings to remain and trees in locations that would not interfere with new
37 construction, from all damage. Do not injure trunks, branches, or roots of trees that are to remain. Do
38 cutting and trimming only as approved and as directed by DFD's Project Representative.
39

40 The value of trees destroyed or damaged will be charged against the account of the Contractor responsible
41 for the damage in an amount equal to the expense of replacing the trees with those of similar kind and size,
42 but not to exceed \$1000.00 for any one tree.
43

44 **32. CLEANING AND WASTE DISPOSAL**

45

46 Contractor shall be responsible for all cleaning required within the technical sections of the specifications
47 governing work under the Contractor's jurisdiction as well as for keeping all work areas, passageways,
48 ramps, stairs and all other areas of the premises free of accumulation of surplus materials, rubbish, debris
49 and scrap which may be caused by the Contractor's operations or that of the Subcontractors.
50

51 Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of
52 each week.
53

Combustible waste shall be removed immediately or stored in fire resistive containers until disposed of in an approved manner.

No burning of rubbish or debris will be allowed at the site. Rubbish, debris and scrap shall not be thrown through any window or other opening, or dropped from any great height; it shall be conducted to the ground, to waiting truck(s) or removable container(s) by means of approved chutes or other means of controlled conveyance.

Form and scrap lumber shall have all nails withdrawn or bent over; shall be neatly stacked, placed in trash bins, or removed from the premises.

Spillages of oil, grease or other liquids which could cause a slippery or otherwise hazardous situation or stain a finished surface shall be cleaned up immediately.

Waste materials removed from the site shall be managed by the contractor and disposed of in accordance with all applicable laws, regulations, codes, rules, and standards. Materials that meet the definition of a hazardous waste (Wis. Admin. Code NR 600) shall be disposed through the State's hazardous waste service contract (Posted on Vendornet <https://vendornet.wi.gov/Contracts.aspx>; search for "hazardous wastes service"), unless otherwise directed in writing by DFD. The Contractor shall prepare all hazardous wastes for transport and disposal. Arrangements for disposal shall be coordinated through DFD's Project Representative. Charges for transport and disposal of hazardous waste by the State's hazardous waste service contractor will be paid directly by the State. Other materials such as soil, debris, sludge, water, etc. generated by project activities which may contain constituents exceeding federal, state, or local environmental cleanup standards must not be removed from the site, or treated and disposed on site without prior written approval of DFD. DFD will provide a list of acceptable offsite disposal or treatment facilities for disposal by Contractor. Other unused or discarded materials may be treated as solid waste. Facilities for recycle, disposal or landfill of such items shall be approved by DFD prior to removal from the site.

Dust, dirt and other foreign matter shall be removed completely from all internal surfaces of all mechanical and electrical units, cabinets, ducts, pipes, etc.

Dirt, soil, fingerprints, stains and the like, shall be completely removed from all exposed finished surfaces.

General Prime Contractor shall wash all glass immediately prior to the occupancy of this project. Work shall include the removal of labels, paint splattering, glazing compound and sealant. Surfaces shall include mirrors and both sides of all glass in windows, borrowed lights, partitions, doors and side lights.

Broken, scratched or otherwise damaged glass shall be replaced by the General Prime Contractor.

In addition to the above, the General Prime Contractor shall be responsible for the general "broom" cleaning of the premises and for expediting all of the cleaning, washing, waxing and polishing required within the technical sections of the specifications governing work under this Contract. The General Prime Contractor shall also perform "final" cleaning of all exposed surfaces to remove all foreign matter, spots, soil, construction dust, etc., so as to put the project in a complete and finished condition ready for acceptance and use intended.

If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, DFD reserves the right to have said work done by others and the related cost(s) will be deducted from monies due the Contractor.

33. OPERATING AND MAINTENANCE MANUALS AND INSTRUCTIONS

Contractor shall provide Agency Staff with two (2) sets of the O&M data for each device, piece of equipment and assembly furnished and/or installed under this contract. Format shall be paper, indexed and labeled and bound in three-ring binders. In addition to the hard copies provide electronic (PDF) copies of

the O&M manuals to the AE. Also include, the electronic media (CD or flash drive) in 3 hole vinyl holders in binders.

The O&M manuals shall include the following:

- Table of Contents
- Contact information (including emergency contact number) for installing contractor, original vendor manufacturer and service provider
- Copy of approved submittals
- As-built control drawings and sequences of operations
- Catalog data or literature with correct model number checked
- Manufacturer's installation and operation instructions including start-up, break-in, shutdown, seasonal, emergency and special operation procedures
- Manufacturer's maintenance instructions including procedures and instructions for problem corrections, preventive maintenance, testing, alignment, adjustment and repair
- Complete parts list in an exploded view diagram of the equipment
- Construction Verification Checklists
- Inspection and testing reports
- Maintenance records indicating maintenance performed by contractor prior to substantial completion
- Equipment warranties including terms and conditions and date of inception (substantial completion) and date of expiration
- List of special tools or testing equipment required for the operation, testing or maintenance of the equipment
- For items assembled by the Contractor for special functions, write operating and maintenance instructions

Contractor shall submit to A/E for review, make revisions noted by A/E and provide final O&M data for A/E's review 30 business days prior to training. Any revisions or changes to the systems and/or equipment post delivery of the final O & M data submittal must be submitted to A/E as an addendum within 30 days of the revision or change.

34. TESTS AND ADJUSTMENTS

The complete installation consisting of the several parts and systems and all equipment installed according to the requirements of the Contract Documents, shall be ready in all respects for use by the User Agency and shall be subjected to a test at full operating conditions and pressures for normal conditions of use.

Contractor shall make all necessary adjustments and replacements affecting the work which is necessary to fulfill DFD's requirements and to comply with the directions and recommendations of the manufacturer of the several pieces of equipment, and to comply with all codes and regulations which may apply to the entire installation. Contractor shall also make all required adjustments to comply with all provisions of the drawings and specifications.

35. LOOSE AND DETACHABLE PARTS

Contractor shall retain all loose and small detachable parts of apparatus and equipment furnished under this Contract, until completion of the work and shall turn them over to DFD's Project Representative designated to receive them. Contractor shall obtain from DFD an itemized receipt thereof in triplicate. Contractor shall retain one copy of receipt for their files and attach the other two to request for final payment for the work.

36. EROSION CONTROL AND STORM WATER MANAGEMENT

In accordance with state law, where applicable, and what the Department of Administration believes to be good soil conservation practices and pollution prevention, the General Prime Contractor shall be governed by the following:

1 The General Prime Contractor hereby covenants to maintain all project grounds, public streets and
2 associated areas, including fill areas in a manner consistent with state laws and the general policy to
3 conserve soil and soil resources, and to control and prevent soil erosion and to control and prevent siltation
4 into waters of the state. This clause is to be liberally construed to further the above stated objectives. The
5 following shall include, but not limit areas in which control is to be executed:
6

7 Erosion Control Plan: Implement the erosion control plan developed for the project and maintain erosion
8 control practices throughout the construction period. Modifications to the erosion control plan, addressing
9 phases of construction shall be the responsibility of the General Prime Contractor. Erosion control
10 practices that are compromised as the result of construction activity shall be returned to their functioning
11 state by the end of the current work day. Where applicable, erosion control practices shall comply with
12 Chapters NR 151 and 216, Wis. Adm. Code.
13

14 Minimum Stripping: Limit stripping of sod and vegetation and limit land disturbance to an area and a time
15 period that will expose bare soil to least possibility of erosion that construction requirements will allow.
16

17 Stockpiling: Materials, including soil, shall be stored and protected in a manner that will prevent runoff of
18 material from the stockpiles into streets, drainage facilities, storm sewer systems, or waters of the state in
19 the event of rain.
20

21 Soil Erosion and Erodible Materials: Take positive measures to prevent soil erosion from the construction
22 area and areas disturbed by construction activities by employing such means as seed and mulch, mulches,
23 intercepting embankments and berms, sedimentation basins, ditch checks, riprap, erosion mats, silt fence,
24 approved polyacrylamides, inlet protection, or other temporary erosion control devices or methods.
25

26 Record Keeping: Maintain a copy of the current erosion control plan on site. Maintain maintenance records
27 and inspection logs on-site for erosion control and storm water management practices. Contractor shall
28 provide project representative with a weekly maintenance and inspection report.
29

30 Street Maintenance: Control the tracking of soil onto street and paved surfaces to a minimum. Any such
31 tracking shall be removed no less than on a daily basis.
32

33 Storm Water Management: Practices installed for post-construction storm water management shall be
34 protected during construction activity, and in the event that their intended function becomes compromised
35 during construction activity, shall be restored and/or repaired according to Chapters NR 151 and 216, Wis.
36 Adm. Code, for post-construction storm water management.
37

38 Erosion control and storm water management practices shall be installed and maintained in accordance
39 with the WDNR approved technical standards available at the following website:
40 <https://dnr.wisconsin.gov/topic/Stormwater/standards>
41

42 Responsibility and authority for inspections are vested in the Department of Administration through the
43 Division of Facilities Development.
44

45 Responsibility and authority for maintaining records for NR 216 is the responsibility of the General Prime
46 Contractor.
47

48 **37. AIR QUALITY MANAGEMENT**

49 In accordance with the Department of Administration's air quality management practice on Ozone Action
50 Days, all contractors shall reduce or limit emissions and particulate matter that adversely affect air quality.
51

52 The General Prime Contractor shall establish the action plan, in cooperation with other contractor(s),
53 concerning implementation of air quality management on Ozone Action Days. This plan shall include

suspending work or modifying operations for all activities related to ozone, volatile organic compounds (VOC) and nitrogen oxide emissions. These work activities include but are not limited to the following:

Limit equipment and vehicle refueling to after 6 pm.

Limit use of gasoline-powered vehicle and equipment.

Limit excessive idling of diesel-powered vehicle and equipment.

Limit large scale painting with VOC.

Limit large scale asphalt roofing and paving.

Limit and/or control all dust creating activities.

For information on air quality readings on Ozone Action Days refer to:

1-866-324-5924; or

<https://dnr.wisconsin.gov/topic/AirQuality/Ozone.html>

38. CONSTRUCTION WASTE MANAGEMENT

See Section 01 74 19 – Construction Waste Management.

39. GUARANTEE DOCUMENTS

Upon Substantial Completion of project, the Contractor shall submit such written guarantees and bonds to DFD for presentation to the User Agency. Furnish guarantees in triplicate unless otherwise indicated.

40. RECORD DOCUMENTS

On a suitable set of Contract Documents, the contractor is to maintain a daily record of changes and deviations from the contract. All buried or concealed piping, conduit, or similar items shall be located by dimensions and elevations on the record drawings.

The daily record of changes shall be the responsibility of Contractor's field superintendent. No arbitrary mark-ups will be permitted.

Once during the month the Contractor shall present, at the project, the job copy showing variations and changes to date to the Architect/Engineer and DFD Project Representative for their review.

At substantial completion of the project, the Contractor shall transmit the marked up as-built documents to the Architect/Engineer and copy the DFD Project Representative on the transmittal of the documents. The A/E will incorporate the contractor marked up as-built drawings into the record drawings.

In addition to providing marked up drawings to the AE, the contractor shall provide (when available) electronic drawing drawings for all contractor generated drawings to the AE. Drawing shall include but not be limited to:

- Fabrication, erection and installation drawings for:
 - Piping
 - Steel
 - Concrete

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT
BASED ON DFD MASTER SPECIFICATION DATED 07/23/2024

SCOPE

This Section addresses and specifies salvaging, reusing, recycling and disposing of all project Construction Waste.

Part 1 - General

Related Work

Definitions

Diversion Goal

Submittals

Construction Waste Management Plan

Part 2 – Products Not Applicable

Part 3 - Execution

Construction Waste Management Implementation

PART 1 - GENERAL

RELATED WORK

Other Applicable provisions of Division 01 shall govern all work under this Section.

General Requirements Article 5: *Hazardous Substances*

General Requirements Article 32: *Cleaning and Waste Disposal*

Section 02 41 13 – Demolition

DEFINITIONS

Clean: Untreated and unpainted; not contaminated with oils, solvents, sealant (caulk), or the like.

Construction Waste: An umbrella term for construction, demolition and remodeling solid waste, typically including extra building materials, rubble & material that has reached the end of its useful life for its intended use, packaging, trash & debris incidental to the project construction. Construction Waste includes salvageable, returnable, recyclable, and reusable material.

Diversion Goal: Percentage of Construction Waste material (by weight or by volume) which is intended to be reused, recycled, returned or otherwise salvaged and thus diverted from landfill.

Hazardous Waste: Waste that is ignitable, corrosive, toxic and/or reactive and poses substantial or potential threats to public health or the environment. Hazardous Waste is not recyclable and not included when calculating Diversion Goal or percentage and shall be disposed of according to the General Requirements.

Landfill Tipping Fees: Monies paid for burying non-recyclable Waste in the landfills.

Recycle: To sort, clean, treat & reconstitute or remanufacture Construction Waste materials for reuse in the same form or some altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

Return: To give back reusable items or unused products to vendors for credit.

Reuse: To reuse a Construction Waste material on the project site.

Scrap Revenue: Monies received by the hauler for recyclable materials.

Trash: Non-hazardous products or materials unable to be reused, returned, recycled, or salvaged.

Data Logging Program: Online reporting tool for construction waste management, accessed through the eBuilder project website or directly at the program's website. WasteCap Resource Solutions manages the DFD's program on ReTRAC Connect. Contractors bear no cost for using ReTRAC. Information about the DFD's program on ReTRAC can be found by contacting WasteCap Resource Solutions.

1
2 **DIVERSION GOAL**

3 Divert **75 %** by weight or volume of total waste generated through Substantial Completion.
4

5 **SUBMITTALS**

6 The General Prime Contractor shall develop and compile the following Construction Waste Management
7 (CWM) project information in cooperation with all Contractors and subcontractors:
8

- 9
 - **CWM Plan:** Required prior to commencing demolition, construction or waste removal activities and no
10 later than 15 days after Notice to Proceed.
11
 - **CWM Final Report:** At Substantial Completion, the General Prime Contractor shall submit a Final
12 Report summarizing total waste and trash quantities and rates for all Contractors over the course of the
13 project.
14

15
16 **CWM Plan and Report information above shall be available from the General Prime Contractor upon**
17 **request.**
18

19 **CONSTRUCTION WASTE MANAGEMENT (CWM) PLAN**

20 The CWM Plan shall include, but is not limited, to the following:
21

- 22
 - **Schedule** - Include milestones and key reporting dates of construction waste management.
23
 - **Trash Materials List** - Include estimated quantities and types of materials expected to be discarded as
24 trash.
25
 - **Diverted Materials List** - Include estimated quantities and types of Construction Waste materials
26 anticipated to be salvaged, reused, returned or recycled. Identify applicable markets for reuse and/or
27 recycling. At a minimum, include scrap metal and all other materials required by statute or regulation to
28 be recycled (e.g., cardboard, cans, bottles, office paper, fluorescent tubes, refrigerants, mercury, etc.).
29 Other recyclable materials may include, but are not limited to:
30 Aluminum Cans, Straps, and Sheet: Recycle as metal.
31
32 Asphalt: Break up and transport to asphalt-to-asphalt recycling facility, or recycle on site.
33
34 Brick: Can be reused whole, or crushed for use as landscape cover, sub-base material or fill.
35
36 Building Components and Fixtures: Windows, doors, cabinets, hardware, plumbing and electrical
37 fixtures may be salvaged. Porcelain plumbing fixtures may be crushed for fill.
38
39 Ceiling Panels: Ceiling panels may be able to be recycled if sufficient quantities are generated. Sort by
40 size, palletize, and shrink-wrap for shipment to and recycling by a ceiling tile manufacturer.
41
42 Concrete, Precast Concrete: Can/may be able to be crushed and graded for use as riprap, aggregate,
43 sub-base material, or fill. Remove steel reinforcement and other metals and recycle with other metals.
44 Neutralize alkalinity of concrete fill if planting above.
45
46 Concrete Block: Can be reused whole, or crushed for use as sub-base material or fill, used as concrete
47 aggregate.
48
49 Corrugated Cardboard and Paper: Separate for recycling into new paper products. Painted, waxed or
50 muddy cardboard or paper is unsuitable for recycling and should be discarded.
51
52 Dimensional Lumber, Oriented Strand Board, Plywood, Crates, and Pallets: Large pieces can be reused.
53 Wood unsuitable for reuse may be used to manufacture particleboard and other composite wood
54 products, chipped or shredded for use as animal bedding, landscape use, groundcover, mulch, compost,
55 pulp, or process fuel. Painted or treated wood may not be recycled. Some recyclers have equipment to
56 remove nails.

Doors and Hardware: May be reused. Brace open end of door frames and leave door hardware attached to doors, except for removing door closers,.

Glass Containers: Recycle as glass.

Land Clearing Brush and Logs: Can be chipped or shredded for use as ground cover, mulch, compost, pulp, or process fuel. Larger branches or logs may be used as raw material for various products or other purposes.

Lighting Fixtures: Separate lamps by type and protect from breakage.

Metals, Ferrous and Nonferrous: Separate for recycling: banding, castings, ceiling grid, copper and other metal pipe, conduit and accessories, ductwork, extruded metals, rebar and metal stud cut-offs, roofing and sheet metals, miscellaneous steel shapes, miscellaneous metal parts, structural steel.

Piping: If separated for reuse, reduce piping to straight lengths and store with joints, accessories and other components by type and size.

- **Separation and Materials Handling Services and Equipment:** Description of how Construction Waste materials will be separated, cleaned (if necessary), protected from contamination and diverted, and the entity who will perform those services.
- **Documentation Procedures:** Description of the method of collecting data and document materials reused on site, leaving the project site as trash, or diverted for recycling. All diversion and waste by all contractors and subcontractors on the project must be incorporated into the CWM Progress Reports.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

CONSTRUCTION WASTE MANAGEMENT IMPLEMENTATION

The General Prime Contractor is responsible for implementing the Construction Waste management requirements specified herein and shall designate a Waste Manager to coordinate and monitor the waste management activities of all Contractors and subcontractors, including coordination of separation, handling, recycling, salvage, reuse, and return methods used by all project construction personnel.

Contractors and subcontractors who do their own recycling shall report all applicable Construction Waste recycling and Trash amounts to the General Prime Contractor as needed to support the development of the CWM Plan and Progress and Final Reports.

The General Prime Contractor shall also provide:

- **Separation Facilities:** General Prime Contractor shall lay out and identify a specific area on the site and shall provide sorting bins for separating materials for recycling, salvage, reuse, and returns. The General Prime Contractor shall clearly identify the recycling area and sorting bins with durable signs and shall keep it neat and clean to avoid contamination of materials.

Acceptable sorting methods are:

- Sorting recyclable materials at the Project site and transporting them to recycling markets directly from the Project site.
- Employing haulers who make use of a materials-recovery facility or a transfer station where recyclable materials are sorted from the waste and recycled before disposing of the remainder. If using a hauler or recycling facility to sort out recyclables, verify that the hauler sorts out all construction waste loads and is not limited to those that are not acceptable at the landfill. Verify that the hauler or recycling facility recycles at least three types of materials.

END OF SECTION

SECTION 02 05 00
COMMON WORK RESULTS FOR EXISTING CONDITIONS
BASED ON DFD MASTER SPECIFICATION DATED 6/24/2025

PART 1 - GENERAL

SCOPE

This Section provides information common to two or more technical specification sections or items that are of a general nature and not included in other sections. This section applies to ALL site work, as applicable. Included are the following topics:

PART 1 - GENERAL

- Scope
- Related Sections
- Referenced Organizations
- Referenced Documents
- Safety
- Permits
- Construction Limits
- Provisions for Future Work
- Off-Site Storage
- Certificates and Inspections

PART 2 - MATERIALS

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

PART 3 - EXECUTION

- Maintenance of Site and Building Access/Egress
- Continuity of Existing Traffic/Parking and Traffic Control
- Protection and Continuity of Existing Utilities
- Protection of Existing Work and Facilities
- Stormwater/Excavation Water Management

RELATED SECTIONS

Applicable provisions of Division 01, General Conditions of the General Prime Contractor Contract, and the Supplementary General Conditions shall govern work under this Section.

REFERENCED ORGANIZATIONS

Abbreviations of organizations referenced in these specifications are as follows:

AASHTO	American Association of State Highway and Transportation Officials
ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
AWS	American Welding Society
FHA	Federal Highway Administration
EPA	Environmental Protection Agency
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration

1	STI	Steel Tank Institute
2	UL	Underwriters Laboratories Inc.
3	WDNR	State of Wisconsin Department of Natural Resources
4	WISDOT	State of Wisconsin Department of Transportation

5

6 **REFERENCED DOCUMENTS**

7 **SSHSC** - Where reference is made to the SSHSC, it shall mean the pertinent sections of the State of
8 Wisconsin Department of Transportation, Standard Specifications for Highway and Structure Construction,
9 current edition, and all supplemental and interim supplemental specifications.

10 **SSSWC** - Where reference is made to the SSSWC, it shall mean pertinent sections of the Standard
11 Specifications for Sewer and Water Construction in Wisconsin, current edition.

12 **BMPH** - Where reference is made to the BMPH, it shall mean the Wisconsin Construction Site Best
13 Management Practice Handbook, current edition as published by the WDNR. Method of measurement and
14 basis of payment sections in referenced documents shall not apply.

15

16 **SAFETY**

17 Contractor is responsible for worksite safety.

18

19 Perform all work in accordance with applicable OSHA, state and local safety standards.

20

21 Contact Diggers Hotline at 1-800-242-8511 in accordance with statutory requirements. Request that non-
22 member utilities and private utilities be located by the appropriate parties.

23

24 **PERMITS**

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

27

28 **CONSTRUCTION LIMITS**

29 Construction limits are indicated on the drawings. In the absence of such a designation on the drawings,
30 confine work to the minimum area reasonably necessary to undertake the work as determined by the DFD
31 Project Representative. If construction activities extend beyond state property lines or construction
32 easements, obtain all necessary approvals and permits from applicable municipalities.

33

34 The Contractor shall restore all disturbed areas in accordance with the drawings and specifications. If plans
35 and specifications do not address restoration of specific areas, these areas will be restored to pre-
36 construction conditions.

37

38 **OFF SITE STORAGE**

39 In general, the payments for materials stored off site will only be considered in instances where there is
40 limited space available for storage on the site. Prior approval by the DFD Project Representative, together
41 with the execution of an "Off-site Storage Agreement" will be required.

42

43 **CERTIFICATIONS AND INSPECTIONS**

44 Obtain and pay for all required sampling, testing, inspections, and certifications except those expressly
45 listed as provided by the A/E or other third party in the Contract Documents. The Contractor shall upload
46 documents to the State's Project Management Information Software system (PMIS) within 3 business days
47 of said work. Include copies of the certifications and documents in the O&M Manual.

48

49 **PART 2 - MATERIALS**

50

51 **BARRICADES, SIGNS, AND WARNING DEVICES**

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

1 **TEMPORARY BARRIER FENCING**

2 Provide temporary barrier fencing as needed to perform all work in accordance with applicable OSHA
3 standards, regulations, and the quality control plan.

4
5 UV stabilized high-density polyethylene barrier fence free of holes tears and other defects. Provide 4' tall
6 fence in diamond or rectangular pattern. Fencing shall be "safety orange" color, unless otherwise noted.
7 Posts for temporary plastic barrier fencing shall be 5' tall, minimum 12-gauge, galvanized metal posts.

8
9 **PART 3 - EXECUTION**

10
11 **MAINTENANCE OF SITE AND BUILDING ACCESS/EGRESS**

12 Unless otherwise shown or directed, maintain existing access and egress to the facility throughout
13 construction. Maintain ANSI A117 compliant access for disabled persons, access and egress as indicated.
14 Do not interrupt access and egress without prior written approval from the DFD Project Representative.

15
16 Provide specified barrier fencing, barricades, signage, and warning lights around all construction,
17 staging, swing path of lift(s) and storage areas.

18
19 **CONTINUITY OF EXISTING TRAFFIC/PARKING AND TRAFFIC CONTROL**

20 Do not interrupt or change existing traffic, delivery, or parking without prior written approval from the
21 DFD Project Representative. When interruption is required, coordinate schedule with the user/ Agency to
22 minimize disruptions. When working in public right-of-way, obtain all necessary approvals and permits
23 from applicable municipalities and WISDOT.

24
25 When Contractor's activities impede or obstruct traffic flow, Contractor shall provide traffic control
26 devices, signs and flaggers in accordance with other Contract Documents and the current version of the
27 MUTCD, or as shown on the Drawings.

28
29 **PROTECTION AND CONTINUITY OF EXISTING UTILITIES**

30 Verify the locations of any water, drainage, gas, sewer, electric, drainage, gas, sewer, electric,
31 telephone/communication, fuel, steam lines or other utilities and site features which may be encountered in
32 any excavations or other sitework. All lines shall be properly underpinned and supported to avoid
33 disruption of service.

34
35 Do not interrupt or change existing utilities without prior written approval from the DFD Project
36 Representative, affected utilities and users. Notify all users impacted by outages a minimum of 48 hours in
37 advance of outage. Notification shall be provided in writing and describe the nature and duration of outages
38 and provide the name and number of Contractor's foreman or other contact.

39
40 Any service connections encountered which are to be removed shall be cut off at the limits of the
41 excavation and capped in accordance with the requirements of applicable codes and any specifications
42 governing such removals.

43
44 **PROTECTION OF EXISTING WORK AND FACILITIES**

45 Verify the locations of, and protect, any signs, paved surfaces, buildings, structures, landscaping,
46 streetlights, utilities, and all other such facilities that may be encountered or interfered with during the
47 progress of the work. Take measures necessary to safeguard all existing work and facilities that are outside
48 the limits of the work or items that are within the construction limits but are intended to remain. Report any
49 damage to existing facilities to the DFD Project Representative immediately.

50
51 **STORMWATER/EXCAVATION WATER MANAGEMENT**

52 Control grading around structures, pitch ground to prevent water running into excavated areas.

53
54 Pits, trenches within building lines and other excavations shall be maintained free of water.

1
2
3
4
5
6
7
8
9
10
11
12

Provide trenching, pumping, other facilities required.

Notify Architect/Engineer if springs or running water are encountered in excavation; provide discharge by trenches, drains, pumping to point outside of excavation. Provide information to Architect/Engineer of points and areas where water will be discharged. At the Engineer's option, the Contractor shall drain the spring to the storm sewer system by the use of field tile.

Be responsible for control measures to prevent damage from flooding, erosion, and sedimentation to on-site and off-site areas.

END OF SECTION

SECTION 02 41 13
DEMOLITION
BASED ON DFD MASTER SPECIFICATION DATED 5/20/2025

PART 1 - GENERAL

SCOPE

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide for the demolition of site work and such features as required in these specifications and on the drawings. Included are the following topics:

PART 1 - GENERAL

- Scope
- Related Work
- Submittals
- Record Drawings
- Safety
- Permits
- Disconnection of Services

PART 2 - MATERIALS

- Equipment

PART 3 - EXECUTION

- Protection of Existing Work and Facilities
- Demolition
- Building Demolition
- Demolition below Grade
- Demolition Backfill
- Drain Tile
- Transportation and Disposal of Demolition Waste

RELATED WORK

Applicable provisions of the General Conditions and Division 01 shall govern work under this section.

- Section 02 05 00 – Common Work Results for Existing Conditions

- Section 31 25 00 – Erosion Control

SUBMITTALS

For utilities or other services requiring removal or abandonment in-place, submit materials documenting completion of such work.

Submit record drawings.

Submit copies of records documenting recycling or disposal of demolition materials from the site.

RECORD DRAWINGS

Maintain record drawings showing actual locations of utilities and other features encountered, and any deviations from the original design. Show actual limits of removal and demolition.

SAFETY

Verify that all gas and electrical utilities have been abandoned or disconnected and associated hazards mitigated, prior to beginning any demolition.

1 Take all necessary precautions while dismantling piping containing gas, gasoline, oil or other explosive or
2 toxic fluids or gases. Purge lines and contain materials in accordance with all applicable regulations. Store
3 such piping outdoors until fumes are removed.

4
5 Maintain a clean and orderly site. Remove debris at end of each workday.

6 7 **PERMITS**

8 Unless otherwise noted, Contractor shall be responsible for obtaining and paying for all permits necessary
9 to complete demolition work.

10
11 If necessary, file and maintain a copy of the Notification of Demolition and/or Renovation and Application
12 for Permit Exemption (WDNR Form 4500-113) in accordance with the Wisconsin Administrative Code
13 Chapter NR447. Any complete structure demolition or removal of load-bearing components will require
14 filing.

15 16 **DISCONNECTION OF SERVICES**

17 Prior to starting removal and/or demolition operations, Contractor is responsible for and shall coordinate
18 disconnection of all existing utilities, communication systems, alarm systems and other services.

19
20 Disconnect all services in a manner which insures continued operation in any facilities not scheduled for
21 demolition.

22
23 Disconnect all services in a manner which allows for future connection to that service where applicable.

24
25 Disconnect services to equipment at unions, flanges, valves, or fittings wherever possible.

26 27 28 **PART 2 - MATERIALS**

29 30 **EQUIPMENT**

31 Use Contractor's normal equipment for demolition purposes and which meets all safety requirements
32 imposed on such equipment.

33 34 35 **PART 3 - EXECUTION**

36 37 **PROTECTION OF EXISTING WORK AND FACILITIES**

38 Take all measures necessary to safeguard all existing features and facilities which are outside the limits of
39 the work.

40
41 Furnish and install fencing or other barriers as shown on the drawings or as otherwise necessary to protect
42 existing features.

43
44 Verify the locations of, and protect, any buildings, structures, utilities, paved surfaces, signs, streetlights,
45 utilities, landscaping and all other such facilities that are intended to remain or be salvaged.

46
47 Make such explorations and probes as necessary to ascertain any required protection measures that shall be
48 used before proceeding with demolition.

49
50 Provide and maintain adequate catch platforms, warning lights, barricades, guards, weather protection, dust
51 protection, fences, planking, bracing, shoring, piling, signs, and other items required for proper protection.

52
53 Provide protection for workmen, public, adjacent construction and occupants of existing building(s).

1 Report damage of any facilities or items scheduled for salvaging to the DFD Construction Representative.

2
3 Explosives shall not be used for demolition.

4
5 Keep streets, walks and all other adjacent paved areas clean and swept clear of dirt, mud and debris
6 deposited as a result of this operation.

7
8 Protect surrounding area from dust. Control rodents, and other vermin associated with demolition
9 operations.

10 11 **DEMOLITION**

12 The Contractor shall hire a septic hauler to pump out all vaults before they are to be removed.

13
14 Remove all equipment, fixtures and other materials scheduled for salvage prior to beginning demolition
15 operations.

16
17 Demolish and remove all buildings and structures scheduled for demolition as shown on the drawings.

18
19 Abandon gas, electric and communication utilities in accordance with local utility company requirements,
20 or applicable substantive requirements if considered private.

21
22 Carry out vehicle loading as necessary within the project boundaries or as defined or indicated on the
23 drawings, but not in locations that block vehicular traffic on the streets or pedestrian traffic on adjacent
24 public walks.

25
26 Dismantle each structure in an orderly manner to provide complete stability of the structure at all times.
27 Provide bracing and shoring where necessary to avoid premature collapse of structure.

28
29 Conduct demolition operations and the removal of rubbish and debris in such a way that a minimum of
30 nuisance dust is caused. Constantly sprinkle rubbish and debris with water if necessary to keep nuisance
31 dust to a minimum.

32
33 Where necessary to prevent collapse of any construction, install temporary shores, underpinning, struts or
34 bracing. Do not commence demolition work until all temporary construction is complete.

35
36 At all times during the execution of the work, provide, operate, and maintain all pumping equipment,
37 suction and discharge lines in a number and capacity as required to keep all cellars and pits free of water
38 from any source.

39
40 Masonry and concrete shall be demolished in small sections. Use braces and shores as necessary to support
41 the integrity of the building or structure and protect it from damage. Where limits of demolition are exposed
42 in the finished work, cutting shall be made with saws, providing an absolutely straight line, plumb, true and
43 square.

44
45 Operate equipment in a manner to minimize damage to plaster which is to remain, and to keep dust and dirt
46 to a minimum.

47 48 **BUILDING DEMOLITION**

49 Proceed with demolition in a systematic manner, from top of structure to ground. Complete demolition
50 work above each floor or tier before disturbing supporting members on lower levels.

51
52 Neatly saw or cut joints at the limits of removal; whenever possible, locate cuts at existing joints.

53
54 Cut existing plaster with power saws equipped with plaster cutting blades and dust collection system.

1
2 Patch or repair any damaged surfaces or structural members at the limits of removal.

3
4 Remove structural framing members and lower to ground by hoists, derricks or other suitable means.

5
6 Remove all existing flooring in accordance with drawings. Leave exposed existing sub-flooring or surface
7 in suitable condition to receive new finished flooring.

8
9 Locate demolition equipment and remove structure in a manner which avoids excessive loads to supporting
10 walls, floors or framing.

11
12 Demolish and remove concrete slabs-on-grade, unless otherwise shown to remain.

13 14 **DEMOLITION BELOW GRADE**

15 Demolish foundation walls and other below grade features in accordance with the drawings. Unless
16 otherwise noted, remove all below grade features to a point 4' below adjoining existing grade, or proposed
17 grade, whichever is lower. Basement and/or lowest level floors more than 4' below existing grade need not
18 be removed, but must be fractured to permit drainage. Any features abandoned 4' and below must be
19 documented and approved by the A/E and DFD Construction Representative.

20 21 **DEMOLITION BACKFILL**

22 Backfill and compact below grade areas and voids resulting from demolition of structures and other
23 abandonment and demolition.

24
25 Backfilling shall not begin until demolition and abandonment has been approved and documented by the
26 DFD Construction Representative.

27
28 Prior to placement of fill materials, ensure that areas to be filled are free of standing water, frost, frozen
29 materials, trash and debris.

30
31 Backfill type, lift thickness and compaction requirements shall be in accordance with Section 31 20 00 –
32 Earthmoving.

33 34 **DRAIN TILE**

35 Carefully protect and/or replace drain tiles encountered during demolition which are necessary to maintain
36 site drainage conditions. Immediately repair or replace any damaged drain tiles not scheduled for
37 demolition. Report damage to the DFD Construction Representative. Repairs to drain tile or replacement
38 drain tile shall be comparable or better than the existing drain tile system.

39
40 Test drain lines with water to assure free-flow before covering. Remove all identified obstructions, retest
41 until satisfactory.

42 43 **TRANSPORTATION AND DISPOSAL OF DEMOLITION WASTE**

44 Transport and dispose of all demolition waste in accordance with local, state, and federal guidelines.

45
46 Recycle demolition waste whenever possible, or as otherwise required by the Contract Documents.

47
48 Demolition waste shall be disposed of at a landfill or dumpsite designed and approved to accept the given
49 waste.

50
51 Maintain records documenting the recycling and/or disposal of demolition waste. Record the description of
52 material, date removed, quantity removed, method of transport and recycling/disposal destination.

53
54 **END OF SECTION**

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SECTION 03 08 00
COMMISSIONING OF CONCRETE
BASED ON DFD MASTER SPECIFICATION DATED 05/01/2025

PART 1 - GENERAL

SCOPE

This section includes commissioning forms for construction verification and functional performance testing. Included are the following topics:

PART 1 - GENERAL

Scope

Reference

Submittals

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

Commissioning Forms

CV-03 30 10 Cast in Place Concrete for Site Work

REFERENCE

Applicable provisions of Division 1 shall govern work under this section.

SUBMITTALS

Reference the General Conditions of the Contract for submittal requirements.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

COMMISSIONING FORMS

Commissioning forms are to be filled in as work progresses by the individuals responsible for installation and shall be completed for each installation phase.

Provide a description of the work completed since the last entry, the percentage of the total work completed for the system for that area and the step of installation or finalization.

Circle Yes or No for each commissioning form item. If the information requested for an item does not apply to the given stage of installation for the system, list it as “N/A”. Explain all discrepancies, negative responses or N/A responses in the negative responses section.

Once the work is 100% complete and the responses to each item are complete and resolved for a given commissioning forms group, mark as complete, initial and date in the spaces provided.

Provide copies of the commissioning forms to the commissioning agent 2 days prior to construction progress meetings.

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Construction Verification Checklist
03 30 10 - Cast in Place Concrete for Site Work

CV-03 30 10 – Cast in Place Concrete for Site Work

Identification/Tag: _____

Location: _____

A) PRE-POURING CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)	
				1)	2)
				YES NO	YES NO
				YES NO	YES NO
				YES NO	YES NO
				YES NO	YES NO
				YES NO	YES NO
				YES NO	YES NO
				YES NO	YES NO
				YES NO	YES NO
☐ CHECKLIST GROUP COMPLETE				INITIALS: _____	
				DATE: _____	

Question Details

- 1) Shop drawings, product data and samples have been submitted and approved.
- 2) All materials are as designed, specified, and approved.

Construction Verification Checklist
03 30 10 - Cast in Place Concrete for Site Work

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

Construction Verification Checklist
03 30 10 - Cast in Place Concrete for Site Work

B) POURING CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)									
				1)	2)	3)	4)	5)	6)	7)	8)	9)	10)
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
☐ CHECKLIST GROUP COMPLETE				INITIALS:						DATE:			

Question Details

- 1) Reinforcement sized correctly, placed as designed and supported properly.
- 2) Forms are clean and are placed, plumb, true and square.
- 3) Forms are properly shored and braced and maintained in accordance with ACI 301 to support loads that might be applied until concrete structure can support such loads.
- 4) Anchor bolts and other embedded items are accurately located to elevations required.
- 5) Granular fill is of proper gradation and base is placed level, compacted and true.
- 6) Level of compaction is verified by a qualified testing agency and approved, if specified.
- 7) Concrete is placed in suitable weather and temperature conditions. If required, cold/hot weather placement requirements are performed in accordance with ACI.
- 8) Qualified testing agency has verified proper slump, air content, water cement ratio and air temperature is as specified at each frequency specified.
- 9) Compressive test cylinders were cast at time of placement and compressive strength testing by qualified testing agency has been performed, in the specified intervals and the compressive-strength test values are at or above those specified.
- 10) Construction joints are properly located and, for slabs on grade, contraction joints are installed or sawed in the appropriate time interval, in locations indicated at the proper width and depth.

Construction Verification Checklist
03 30 10 - Cast in Place Concrete for Site Work

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

Construction Verification Checklist
03 30 10 - Cast in Place Concrete for Site Work

C) POST POURING CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)		
				1)	2)	3)
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
☐ CHECKLIST GROUP COMPLETE				INITIALS: _____		DATE: _____

Question Details

- 1) Type of finish specified has been applied and approved by architect.
- 2) Curing measures were undertaken and the concrete is properly cured as specified.
- 3) Defective areas including but not limited to spalls, pop-outs, honeycombs, rock pockets and cracks are properly repaired and patched.

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

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SECTION 03 30 10
CAST-IN-PLACE CONCRETE FOR SITE WORK
BASED ON DFD MASTER SPECIFICATION DATED 5/1/2025

PART 1 GENERAL

SCOPE

The work under this section consists of providing all work, materials, labor and supervision necessary to provide cast-in-place concrete as required for site concrete such as curb and gutter, steps, pavement, pole bases, and exterior flatwork and ancillary concrete. Requirements of this section do not apply to structural concrete such as manholes, duct banks, buildings, or retaining structures. Structural concrete work is included in 03 30 00. Included in the section are the following topics:

PART 1 GENERAL

- Scope
- Related Work
- Submittals
- Quality Assurance
- Testing
- Notification

PART 2 PRODUCTS

- Concrete
- Reinforcement
- Forms
- Expansion Joint Filler
- Curing Compound
- Detectable Warning Plates

PART 3 EXECUTION

- Preparation for Concrete
- Joints
- Concrete Placement
- Cold Weather Placing
- Hot Weather Placing
- Detectable Warning Plate Installation
- Curing
- Repair and Protection

RELATED WORK

Applicable provisions of Division 01 govern work under this Section.

- 03 30 00 – Cast-In-Place Concrete
- 03 08 00 – Commissioning of Concrete
- 30 05 00 – Common Work Results for All Exterior Work
- 32 11 23.33 – Dense Graded Base

REFERENCES

Incorporated Guides and References

- American Concrete Institute (ACI):

- ACI 304R – Guide for Measuring, Mixing, Transporting and Placing Concrete.
- ACI 305R - Hot Weather Concreting.
- ACI 306R – Cold Weather Concreting.
- ACI 309R – Guide for the Consolidation of Concrete.
- ACI 347 – Guide to Formwork for Concrete.

- State of Wisconsin, Department of Transportation (WisDOT):

- Standard Specifications for Highway and Structure Construction (SSHSC)

SUBMITTALS

Mix Design: Submit mix design for review at least ten days prior to use. Mix design shall be derived from tests performed by a qualified testing laboratory or from previous tests performed on aggregate from same source.

Product Data: Submit product data for joint fillers, curing compound, admixtures, reinforcing, and all other concrete components.

Delivery Tickets: Submit delivery tickets to DFD Construction Representative for each load of concrete delivered to project.

Test Reports: Submit reports for laboratory and field tests required under "Testing" article.

Joint Layout Plan: Submit a joint layout plan for approval prior to starting work.

Make submittals in accordance with Division 01.

QUALITY ASSURANCE

Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

Manufacturer certified according to National Ready Mixed Concrete Association's "Certification of Ready Mixed Concrete Production Facilities."

Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

TESTING

Contractor shall arrange and pay for concrete testing by a qualified testing agency, acceptable to State and independent of Contractor.

Testing agency shall test concrete to measure slump, entrained-air content, temperature, and compressive strength to determine compliance with specifications. Furnish test apparatus and cylinders, perform on-site sampling and testing, and have compressive strength cylinders tested by a qualified laboratory.

- On-site tests shall be performed under observation of A/E unless waived.
- Perform slump, air content, and temperature tests prior to concrete placement each day, whenever there is a change in consistency of concrete, and when concrete cylinders are prepared. If measured slump, air content, or temperature falls outside specified limits, immediately check another portion of same batch. In event of a second failure, concrete shall be rejected.
- During progress of work, prepare three test cylinders per 100 cu yd or fraction thereof for each class of concrete placed each day. Identify samples, moist cure in accordance with ASTM C31, and ship samples to testing laboratory for one 7-day compressive strength test and two 28-day tests.
- Test procedures shall be in accordance with ASTM C31, C39, C143, C172, C231, and C1064.
- Cost of tests, including materials and transportation, shall be paid by Contractor and shall be considered incidental to the various items of concrete work.

The Quality Management Program (QMP) provisions of the referenced WisDOT SSHSC sections do not apply to this concrete work.

NOTIFICATION

Notify DFD and AE 48 hr. prior to placing any concrete.

PART 2 PRODUCTS

CONCRETE

Concrete shall be in accordance with WisDOT SSHSC, Section 501, for grade A, air entrained concrete.

CLASS	Min. Comp. Strength, PSI	Slump, In.	Min. Cement. Lbs/ Cu Yd	Max. Water-Cement Ratio	Air Content, % By Volume	Use
A	4,000 (28-day)	1-4, 2 ½ for slip form	565	0.45	6-8	Pavements, curbs, sidewalks, slabs, pole bases, retaining walls
HES	3,000 (3-day)	1-3	660	0.45	6-8	High Early

Use epoxy coated rebar unless otherwise specified.

REINFORCEMENT

Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

Reinforcing Bars and Tie Bars: ASTM A615, Grade 60, deformed steel bars, epoxy-coated in accordance with ASTM A775, with less than 2 percent damaged coating in each 12-inch bar length.

Dowel Bars: ASTM A615, Grade 60, plain steel bars, epoxy-coated in accordance with ASTM A775.

Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from as-drawn steel wire into flat sheets.

FORMS

Forms may be either stationary or slip-form type. If slip forms are used, finished product shall be of quality equal to that produced by stationary forms.

Provide forms of steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects, extending full depth of concrete.

Use flexible spring steel forms or laminated boards to form radius bends as required.

Coat forms with a form release agent which will not discolor or deface surface of concrete.

EXPANSION JOINT FILLER

Expansion joint filler meeting requirements of WisDOT SSHSC, Subsection 415.2.

CURING COMPOUND

Curing compounds and curing agents meeting requirements of WisDOT SSHSC, Subsection 415.2.

For colored concrete, furnish a liquid membrane-forming clear curing compound conforming to ASTM C1315, type 1, or compatible with the coloring agent manufacturer.

ADMIXTURES

Admixtures to be used in the concrete mixture shall be submitted for approval as part of the mixture design. No other admixtures will be allowed except those listed without the A/E's approval.

Air-Entraining Admixture: ASTM C 260/C 260M.

Water reducing admixture shall conform to ASTM C494, Class A.

Other admixtures which do not adversely affect strength and durability of concrete may be used with permission of A/E, if used in strict accordance with manufacturer's instructions. Care shall be exercised to ensure that the admixture does not increase or decrease air content outside of allowable limits. Do not use salt or chemical anti-freeze admixtures.

For colored concrete, furnish admixtures designed for use with and compatible with colored concrete pigments. Do not use calcium chloride or other admixtures containing chlorides.

DETECTABLE WARNING PLATES

Detectable warning plates shall consist of pre-manufactured cast iron panels with raised truncated domes complying with the Americans with Disabilities Act (ADA) Accessibility Guidelines. Panels shall have a skid-resistant finish. Finish color shall be natural cast iron. Provide panels from WisDOT's current approved products list.

PART 3 EXECUTION

PREPARATION FOR CONCRETE

Remove loose material from compacted subgrade. Proof-roll subgrade; give notice of unstable areas. Moisten subgrade to provide a uniformly damp condition.

Set clean forms to required grades and lines, rigidly braced and secured. Provide minimum concrete thicknesses as indicated on Drawings.

Check tolerances as follows (slip form methods shall produce equivalent results):

- Top of form: 1/8 in. in 10 ft.
- Alignment of vertical face: 1/4 in. in 10 ft.

Adjust manholes and utility structures to grade.

JOINTS

General: Form construction, expansion, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.

- When abutting existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.

Joint Layout: Provide a joint layout plan for approval by the AE.

Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at expansion joints.

- Provide tie bars at sides of paving strips where indicated.
- Drill and epoxy tie bars where new concrete abuts existing concrete, as shown. If not shown, then provide two tie bars for curb and gutter and provide tie bars at 24" on center at other locations. Tie

- 1 bars must be minimum of 18" with 6" embedment unless otherwise shown. Tie bars shall be
2 minimum #4 size.
- 3 • Butt Joints: Provide butt joints for joints not subject to traffic. Use bonding agent at joint locations
4 where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 5 • Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys for joints
6 subject to traffic, except where doweled joints are designated. Embed keys at least 1-1/2 in. into
7 concrete.

8
9 Expansion Joints: Form expansion joints of preformed joint-filler strips abutting concrete radius points, catch
10 basins, manholes, inlets, structures, existing concrete, other fixed objects, and where indicated.

- 11
- 12 • Locate additional expansion joints in curb and gutter at a maximum of 300 ft on center, unless
13 otherwise indicated. Locate additional expansion joints in other concrete work at a maximum of
14 100 ft on center, unless otherwise indicated.
 - 15 • Extend joint fillers full width and depth of joint.
 - 16 • Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 - 17 • Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-
18 filler sections together.
 - 19 • During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary
20 preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

21
22 Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated.
23 Construct contraction joints for a depth equal to one-fourth to one-third of the concrete thickness by forming or
24 sawing.

- 25
- 26 • Formed Joints: Form contraction joints by using parting strips or by grooving to depth shown on
27 details, or herein.
 - 28 • Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or
29 diamond-rimmed blades. Cut joints into concrete when cutting action will not tear, abrade, or
30 otherwise damage surface and before developing random contraction cracks.
 - 31 • Locate joints in curbs and gutters at between 12 ft and 20 ft on center, unless otherwise shown.
32 Joints in sidewalks shall be a distance equal to the sidewalk width, but no more than 7 ft on center.
 - 33 • Locate joints in pavements as shown on the Drawings. Joints shall be continuous across slab, unless
34 interrupted by an expansion joint. If not shown, then develop a joint layout plan.

35 36 **CONCRETE PLACEMENT**

37 Mix and place concrete in accordance with the following.

38
39 Place concrete in accordance with the most stringent of either ACI 304 or this section.

40
41 Concrete must be placed within the timeframe specified in WisDOT SSHSC 501. Retarders may be used if
42 approved by the DFD Construction Representative and AE.

43
44 Before placing concrete, remove debris, ice, snow, and other foreign materials from the subgrade or
45 formwork.

46
47 Remove standing water from subgrade. Dry and compact subgrade in accordance with the requirements of
48 Division 2. Do not place concrete on soft or frozen subgrade.

49
50 Place and secure steel reinforcement prior to placing concrete.

51
52 Position and secure expansion joint material, sleeves, waterstops and other embedded items prior to placing
53 concrete. Place embedded items in accordance with the most stringent of either drawings or manufacturer
54 recommendations.

55

1 Apply bonding agent to existing concrete surfaces requiring a bond with new concrete.

2
3 Convey concrete from truck to final position by method that will prevent separation. Unless otherwise
4 approved, limit free fall of concrete to 4' maximum height to avoid separation.

5
6 Place concrete continuously so that concrete is deposited on or adjacent to concrete that is still plastic. When
7 placing of concrete is temporarily halted or delayed, provide construction joints.

8
9 Place concrete in lifts not exceeding 18".

10
11 Consolidate concrete by mechanical vibration. Allow vibrator to penetrate the full depth of the slab or lift.
12 Overlap previously vibrated areas by 25%.

13
14 After striking off and consolidating concrete, smooth surface by screeding and floating. Test surface for
15 trueness with a 10 ft straightedge. Remove surface irregularities and refloat repaired areas to provide a
16 continuous, smooth finish of uniform texture.

17
18 Work edges of slabs and formed joints with edging tool to form a 1/4 in. radius.

19
20 After floating and when excess moisture has disappeared, provide broom finish by drawing a fine-hair broom
21 perpendicular to direction of travel.

22
23 After 24 hours, remove forms, clean ends of joints, and repair honeycombed areas by means approved by the
24 AE.

25 26 **CONCRETE CURB AND GUTTER**

27 Concrete work shall meet the requirements of Division 3, and WisDOT SSHSC, Sections: 601 - Concrete Curb
28 and Gutter.

29
30 Provide curb and gutter as shown on the drawings and transition to match adjacent existing curb and gutter.

31
32 Construct joints true-to-line with face perpendicular to surface. Construct transverse joints at right angles to
33 centerline, unless otherwise shown.

34
35 When abutting to existing walks, align transverse joints with previously placed joints, unless otherwise shown.

36
37 Where curb and gutter are located adjacent to sidewalks, provide a continuous 1/2" thick expansion joint.

38
39 The location and type of joints in curb and gutter shall match joints in adjacent pavement whenever possible.

40 41 **SIDEWALKS, DRIVEWAY APRONS, BIKE PATHS**

42
43 Concrete work shall meet the requirements of Division 3, and WisDOT SSHSC, Sections: 602.

44
45 Provide Standard Duty concrete sidewalk with a minimum thickness shown on the plans for all sidewalks, bike
46 lanes, and plaza/patio areas with little or no motorized vehicle traffic. If no thickness is shown on the plans, then
47 provide a minimum of 5-inches.

48
49 Provide Heavy Duty concrete for concrete drives, fire lanes, handicap ramps, the concrete walk through
50 driveways, and any pavement subject to vehicular traffic, with a minimum concrete pavement thickness as
51 shown on the plans. If no thickness is shown on the plans, then provide a minimum of 7-inches.

52
53 Unless otherwise shown on the drawings, provide all walks with a cross slope of 1/4" per foot and scored
54 contraction joints of width approximately equal to the length.

1 Provide expansion joints between the walk and the back of the abutting parallel curb. Provide expansion joints
2 where abutting existing concrete pavements as directed by DFD Construction Rep.

3
4 Dowel replacement concrete adjacent to existing slabs or to building walls or retaining walls with epoxy coated
5 reinforcing rod set into the new slab 12" and into the structural wall 4" at 18" on centers.

6
7 Provide a boxed out square 12" larger than the casting, where manholes or valve boxes occur in a walk.

8
9 Unless otherwise noted, joint all replacement concrete work to match adjacent work. Generally provide square
10 layout of joints, subject to the DFD Construction Representative's approval. Consult with AE and DFD
11 Construction Representative before laying out joints for large areas and areas of intersecting walks.

12
13 Hand tool all joints outside of concrete pavement areas and stamped concrete.

14
15 Remove and replace, at no cost to the Owner, any adjacent slabs not noted for removal, but which are broken or
16 cracked by the Contractor's activities.

17
18 Contractor shall review sidewalk grades with the AE prior to concrete placement to verify that positive drainage
19 will be provided. Contractor shall provide minor adjustment of sidewalk grades as requested by the AE to
20 provide positive drainage. Minor adjustments of up to 3" +/- in elevation shall be considered incidental.
21 Contractor shall be responsible for remedial actions required to provide positive drainage for all areas identified
22 following placement of surface materials where this requirement has not been met.

23 24 **CONCRETE PAVEMENT**

25 Construct concrete pavement (roads, driveways, parking areas) per WisDOT SSHSC, Subsection 415.3.
26 WisDOT SSHSC, Subsection 415.3 supersedes Part 3 of Section 03 30 10 if a discrepancy arises.

27 28 **COLD WEATHER PLACING**

29 Protect concrete work from physical damage or reduced strength caused by frost, freezing actions, or low
30 temperatures, in compliance with ACI 306R and as specified below.

- 31 1. When air temperature falls to or is expected to fall below 40 deg F, uniformly heat water and
32 aggregates before mixing to obtain a concrete mixture temperature of not less than 60 deg F (50 deg
33 F for heavy sections) and not more than 90 deg F at point of delivery.
- 34 • Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen
35 subgrade or on subgrade containing frozen materials. Verify forms, reinforcing steel, and adjacent
36 concrete surfaces are entirely free of frost, snow and ice before placing concrete.
 - 37 • During seasons when atmospheric temperatures may be expected to drop below 40 deg F, concrete
38 shall be protected by covering with impermeable paper and not less than 12 in. of loose dry hay or
39 straw or thick insulating blankets. Retain covering for ten days.

40 41 **HOT WEATHER PLACING**

42 When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete
43 in compliance with ACI 305R and as specified below.

- 44 • Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg
45 F. Mixing water may be chilled, or chopped ice may be used to control temperature provided water
46 equivalent of ice is calculated in total amount of mixing water.
 - 47 • Cover reinforcing steel with water-soaked burlap if it becomes too hot to prevent steel temperature
48 from exceeding the ambient air temperature immediately before embedment in concrete.
 - 49 • Spray forms, reinforcing steel, and subgrade just before concrete is placed.
 - 50 • Do not use set-control admixtures, unless approved by A/E.
- 51

1 **DETECTABLE WARNING PLATE INSTALLATION**

2 Locate detectable warning plates where indicated on the Drawings. Embed detectable warning plate arrays in
3 plastic concrete conforming to manufacturer-recommended procedures. Do not install on hardened concrete. Do
4 not field cut plates except where ends of radial arrays abut ramp edges. Smooth edges of field cuts. Edges of
5 warning plate shall fit surrounding concrete with no variation in height at edges. Completed warning plates shall
6 be free of concrete, curing compound, and other foreign materials. Clean warning plate as required.

7 **CURING**

8 Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Cure formed and
9 unformed concrete for seven days or until 75 percent of the required 28-day compressive strength is obtained,
10 whichever is less.

11
12 For standard gray concrete, methods may include plastic sheets, constant wetting of surface with water, curing
13 paper, or commercial curing compound. Apply curing compound at not less than 200 sq ft per gal in accordance
14 with manufacturer's recommendations.

15
16 **REPAIR AND PROTECTION**

17 Analyze and repair defects or deficiencies per Section 424 of the WisDOT CMM. Repair or replace broken or
18 defective concrete. Remove surface stains.

19
20 Exclude traffic from concrete until the specified curing period is complete (generally 7 days). Protect concrete
21 from damage until Substantial Completion.

22
23 Prior to final inspection, sweep concrete and wash free of stains, dirt, and other foreign materials.

24
25 **FIELD QUALITY CONTROL**

26 Provide testing as described in Quality Assurance and Testing sections above.

27
28 Concrete Delivery Tickets: For each load delivered, collect and submit three copies of delivery tickets that include
29 the reporting requirement of ASTM C94/C94M and include additional information as specified. Record jobsite
30 addition of water or admixtures with a signature of person requiring the adjustment.

31
32 Compressive Strength Specimens: ASTM C31/C31M:

33
34 For strength specimens to be standard cured for acceptance of concrete, cast a set of cylinders
35 and cure specimens at the jobsite in accordance with ASTM C31/C31M. Cast at least two
36 specimens for each age that strength will be tested for information and additional reserve
37 specimens as needed. Strength test results at the designated age shall be the average of two 6 ×
38 12-in. or three 4 × 8-in. specimens.

39
40 If required, cast additional sets of cylinders for field-curing in accordance with ASTM
41 C31/C31M

42
43 Transport specimens to the lab within 48 hours after casting and cure them in accordance with
44 final curing requirements of ASTM C31/C31M until tested.

45
46 Compressive-Strength Tests: ASTM C39/C39M.

47
48 Test specimens for compressive strength at 7 days or at an alternative early age as required and
49 one set at 28 days or at an alternate test age as designated for specified strength.

50 Acceptance of concrete shall be based on strength test results of standard cured cylinders in
51 accordance with ASTM C31 and tested at 28 days in accordance with ASTM C39. Strength test
52 results at the designated age shall be the average of two 6 × 12 inch or three 4 × 8 inch
53 specimens.
54

When strength cylinders are made, tests of slump, air content, temperature and density shall be made and recorded with the strength test results.

Strength of each concrete class shall be deemed satisfactory when both of the following criteria are met:

The average of three consecutive compressive-strength tests equals or exceeds specified compressive strength.

Any individual compressive-strength test result does not fall below specified compressive strength, f'_c :

by more than 500 psi when $f'_c \leq 5000$ psi

by more than $0.1f'_c$ when $f'_c > 5000$ psi

When compressive strength tests fail to meet the provisions of (d), follow procedure in ACI 301 for evaluation of concrete strength tests.

When it is deemed necessary to evaluate the adequacy of concrete strength, at least 3 cores shall be obtained from the portion of the structure represented by the low strength tests. Cores shall be removed and conditioned in accordance with ASTM C42. The strength of cores shall comply with the following:

Average strength of 3 cores $\geq 0.85f'_c$

Individual core strength $\geq 0.75f'_c$

A compressive-strength test to be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor to evaluate operations and provide corrective procedures for protecting and curing in-place concrete.

Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

Additional Tests:

Testing and inspecting agency to make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.

Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Architect.

Acceptance criteria for concrete strength to be in accordance with ACI 301, Section 1.6.6.3.

Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents. Concrete loads that do not meet the on-site field test criteria will be rejected.

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SECTION 30 05 00
COMMON WORK RESULTS FOR ALL EXTERIOR WORK
BASED ON DFD MASTER SPECIFICATION DATED 09/01/2015

PART 1 – GENERAL

SCOPE

This section provides information common to two or more technical site work specification sections or items that are of a general nature, and not included in other sections. This section applies to ALL work included as part of Division 31, Division 32, and Division 33. Included are the following topics:

PART 1 - GENERAL

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

PART 2 - MATERIALS

- Barricades, Signs, and Warning Devices

PART 3 - EXECUTION

- Maintenance of Site and Building Access/Egress
- Continuity of Existing Traffic/Parking and Traffic Control
- Survey and Staking
- Utility Locates
- Protection and Continuity of Existing Utilities
- Protection of Existing Work and Facilities
- Stormwater/Excavation Water Management

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

REFERENCED ORGANIZATIONS

Abbreviations of organizations referenced in these specifications are as follows:

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
EPA	Environmental Protection Agency
OSHA	Occupational Safety and Health Administration
WDNR	State of Wisconsin Department of Natural Resources
WISDOT	State of Wisconsin Department of Transportation

1
2 **REFERENCED DOCUMENTS**
3

4 Where reference is made to WisDOT or SSHSC in this specification it shall mean the pertinent sections of
5 the Wisconsin Department of Transportation, Standard Specifications for Highway and Structure
6 Construction (SSHSC), current edition, and all supplemental and interim supplemental and interim
7 specifications.
8

9 Where reference is made to the SSSWC, it shall mean pertinent sections of the Standard Specifications for
10 Sewer and Water Construction (SSSWC) in Wisconsin, current edition.
11

12 Method of measurement and basis of payment sections in referenced documents shall not apply.
13

14 **QUALITY ASSURANCE**
15

16 Provide materials and products as required by individual specification sections. Refer to Section GC -
17 General Conditions of the Contract regarding substitutions.
18

19 Provide quality assurance testing and reporting as required by individual specification sections.
20

21 **SAFETY**
22

23 Contractor is solely responsible for worksite safety.
24

25 Perform all work in accordance with applicable OSHA, state and local safety standards.
26

27 **PERMITS**
28

29 Unless otherwise noted in the Contract Documents, Contractor shall be responsible for obtaining and
30 paying for all permits necessary to complete the work.
31

32 **CONSTRUCTION LIMITS**
33

34 Construction Limits are indicated on the drawings. In the absence of such a designation on the drawings,
35 confine work to the minimum area reasonably necessary to undertake the work as determined by the DFD
36 Project Representative. In no case shall construction activities extend beyond state property lines or
37 construction easements.
38

39 The Contractor shall restore all disturbed areas in accordance with the drawings and specifications. If
40 drawings and specifications do not address restoration of specific areas, these areas will be restored to pre-
41 construction conditions as approved by the DFD Project Representative.
42

43 **EQUIPMENT & MATERIALS FURNISHED BY OTHERS**
44

45 The Owner will provide the new vault toilet buildings, delivered to site and placed into Contractor prepared
46 excavation.
47

48 **WORK BY OTHERS**
49

50 None.
51

52 **SUBMITTALS**
53

54 Refer also to the General Conditions and Division 1.
55

1 Submit manufacturer's shop drawings, product data, samples, substitutions and operation and maintenance
2 (O&M) data for approval as required by individual specification sections.

3
4 Unless otherwise noted, provide 6 copies of each submittal. Submit to project architect/engineer (A/E)
5 unless otherwise directed by DFD Project Representative at the Pre-Construction Meeting.

6 7 **OFF SITE STORAGE**

8
9 Refer to Division 1.

10
11 In general, the payments for materials stored off site will only be considered in instances where there is
12 limited space available for storage on the site. Prior approval by the DFD Project Representative, together
13 with the execution of a Storage Agreement will be required.

14 15 **CODES**

16
17 Comply with the requirements of all applicable, local, state and federal codes.

18 19 **CERTIFICATIONS AND INSPECTIONS**

20
21 Refer to Section GC - General Conditions.

22
23 Obtain and pay for all required sampling, testing, inspections, and certifications except those expressly
24 listed as provided by the A/E or other third party in the Contract Documents. Deliver originals of
25 certificates and documents to the DFD Project Representative within 3 days; provide copies to the A/E.
26 Include copies of the certifications and documents in the O&M Manual.

27 28 **AS-BUILT DRAWINGS**

29
30 DFD will provide the Contractor with a suitable set of Contract Documents on which daily records of
31 changes and deviations from contract shall be recorded.

32
33 At completion of the project, the Contractor shall submit the marked-up as-built drawings to the A/E prior
34 to final payment.

35 36 37 **PART 2 – MATERIALS**

38 39 **BARRICADES, SIGNS, AND WARNING DEVICES**

40
41 Traffic barricades, traffic signs, and warning devices shall meet the requirements of applicable OSHA
42 standards and the FHA Manual of Uniform Traffic Control Devices (MUTCD).

43 44 45 **PART 3 - EXECUTION**

46 47 **MAINTENANCE OF SITE AND BUILDING ACCESS/EGRESS**

48
49 Unless otherwise shown or directed, maintain existing access and egress to the facility throughout
50 construction. Maintain ANSI A117 compliant access for disabled persons, delivery access, emergency
51 vehicle access, and emergency egress. Do not interrupt access and egress without prior written approval
52 from the DFD Project Representative.

53 54 **CONTINUITY OF EXISTING TRAFFIC/PARKING AND TRAFFIC CONTROL**

55
56 Refer also to Section GR - General Requirements.

1
2 Do not interrupt or change existing traffic, delivery, or parking without prior written approval from the
3 DFD Project Representative. When interruption is required, coordinate schedule with the Owner agency to
4 minimize disruptions. When working in public right-of-way, obtain all necessary approvals and permits
5 from applicable municipalities and WISDOT.
6

7 When Contractor's activities impede or obstruct traffic flow, Contractor shall provide traffic control
8 devices, signs and flaggers in accordance with other Contract Documents and the current version of the
9 MUTCD, or as shown on the Drawings.
10

11 **SURVEY AND STAKING**

12
13 A/E will provide benchmarks and control points for the project as requested by the Contractor if
14 information is available and not already shown on the plans.
15

16 Contractor shall be responsible for transferring benchmarks, control points, lines and grades to the project
17 site as necessary to complete work.
18

19 **UTILITY LOCATES**

20
21 Contact Diggers Hotline at 1-800-242-8511 in accordance with statutory requirements. Request that non-
22 member utilities, institution owned utilities, and private utilities be located by the appropriate parties.
23 Coordinate utility locates with property managers. GLS Utility LLC provided the private utility locates for
24 the design of this project.
25

26 Contractor shall include the costs for **ALL** underground utility locates in their bid. Locates shall include
27 excavation, backfill, survey and pictures of existing utilities within the construction limits. Survey
28 information shall include size, elevation, GPS location, materials and height and width of utility. Locates
29 shall be authorized by DFD Project Representative.
30

31 **PROTECTION AND CONTINUITY OF EXISTING UTILITIES**

32
33 Verify the locations of any water, drainage, gas, storm sewer, sanitary sewer, electric,
34 telephone/communication, fuel, steam lines, chilled water or other utilities and site features which may be
35 encountered in any excavations or other sitework. All lines shall be properly underpinned and supported to
36 avoid disruption of service.
37

38 Do not interrupt or change existing utilities without prior written approval from the DFD Project
39 Representative, affected utilities and users. Notify all users impacted by outages a minimum of 48 hours in
40 advance of outage. Notification shall be provided in writing and describe the nature and duration of
41 outages and provide the name and number of Contractor's foreman or other contact.
42

43 Any service connections encountered that are to be removed shall be cut off at the limits of the excavation
44 and capped in accordance with the requirements of applicable codes and any specifications governing such
45 removals.
46

47 **PROTECTION OF EXISTING WORK AND FACILITIES**

48
49 Verify the locations of, and protect, any signs, paved surfaces, buildings, structures, landscaping,
50 streetlights, utilities, and all other such facilities that may be encountered or interfered with during the
51 progress of the work. Take measures necessary to safeguard all existing work and facilities that are outside
52 the limits of the work or items that are within the construction limits but are intended to remain. Report
53 any damage to existing facilities to the DFD Project Representative immediately. Correct all damages at no
54 cost to Owner.
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STORMWATER/EXCAVATION WATER MANAGEMENT

Control grading around structures, pitch ground to prevent runoff into excavated areas.

Pits, trenches within building lines and other excavations shall be maintained free of water.

Provide trenching, pumping, other facilities as needed to control stormwater runoff and excavation water.

Notify Architect/Engineer if springs or running water are encountered in excavation; provide discharge by trenches, drains, pumping to point outside of excavation. Provide information to Architect/Engineer of points and areas that water will be discharged.

Implement stormwater runoff and drainage control measures to prevent damage from flooding, erosion, and sedimentation to on-site and off-site areas during construction.

END OF SECTION

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1 **SECTION 31 10 00**
2 **SITE CLEARING**
3 **BASED ON DFD MASTER SPECIFICATION DATED 02/17/2016**

4
5
6 **PART 1 - GENERAL**
7

8 **SCOPE**
9

10 The work under this section shall consist of providing all work, materials, labor, equipment, and
11 supervision necessary to clear and grub the site of existing vegetation as required in these specifications
12 and on the drawings. Included are the following topics:
13

14 **PART 1 - GENERAL**

15 Scope
16 Related Work
17 Clearing Limits

18 **PART 2 - MATERIALS**

19 Not Used

20 **PART 3 - EXECUTION**

21 General
22 Cutting
23 Removal Methods
24 Grubbing
25

26 **RELATED WORK**
27

28 Applicable provisions of Division 1 govern work under this Section.
29

30 Related work specified elsewhere:

31 Section 30 05 00 – Common Work Results For All Exterior Improvements
32 Section 31 13 00 – Selective Tree and Shrub Removal and Transplanting
33 Section 31 20 00 – Earthmoving
34 Section 31 25 00 – Erosion Control
35

36 **CLEARING LIMITS**
37

38 Confine clearing and grubbing operations to the limits as indicated on the drawings. In the absence of such
39 a designation on the drawings, confine work to the minimum area reasonably necessary to undertake the
40 work as determined by the Owner's Project Representative. Clearing and grubbing operations shall not
41 extend past the property line or easement line without prior approval of the DFD Project Representative.
42

43 **PART 2 - MATERIALS**
44

45 Not Used
46

47 **PART 3 - EXECUTION**
48

49 **GENERAL**
50

51 Limits of clearing and grubbing shall be as shown on drawings. When selective pruning and removal is
52 specified, limit work to only those plants or limbs shown on the drawings or detailed in the specifications.
53

54 Remove and dispose of trees, stumps, roots, brush, vegetation, debris, and other items that interfere with
55 new construction as shown on the drawings.
56

To minimize erosion, limit heavy equipment travel only to areas that are necessary to complete clearing and grubbing operations.

Repair damaged erosion control features immediately.

CUTTING

Fell and prune trees in manner so as not to damage adjacent structures, site features or other plants not scheduled for removal.

If trees scheduled to remain are injured notify DFD Project Representative.

When pruning, limit removal only to those limbs shown on drawings or that which is necessary to complete other site work.

When pruning, make cuts near trunk, but beyond branch collar. If no branch collar is present, make a vertical cut near where the limb meets the trunk. Do not cut branch collar. Application of tree paint is not necessary for pruning trees as designated on the drawings unless otherwise noted.

Prevent the spread of oak wilt by treating all cut surfaces and abrasions sustained between April 1 and October 1 on healthy oak trees and saplings with a thorough application of tree paint immediately upon discovering a wound. Between these dates, also paint the cut surfaces of the stumps of all healthy oak trees and saplings immediately after cutting, whether remaining in place or grubbed.

Use sharp tools and make clean cuts.

REMOVAL METHODS

Unless the drawings specify otherwise, the Contractor owns all trees, brush and debris removed from the site. All cleared material shall be disposed of offsite unless otherwise specified on the drawings or agreed upon by the Owner and DFD Project Representative prior to any clearing and grubbing taking place.

Clearing and grubbing debris shall be disposed of at facilities designed to accept the material that is being disposed. Follow all local, state and federal regulations.

GRUBBING

Grubbing operations may be completed by removal of stump section or by grinding.

Remove stumps, logs, roots, other organic matter located within proposed building excavations completely.

Remove stumps, logs, roots, other organic matter located within proposed pavements and structures to the depth indicated:

Walks: 24 inches below subgrade

Roads and drives and parking areas: 36 inches below subgrade

Concrete slabs: 24 inches below subgrade

Lawn areas: 12 inches

Footings and foundations for signs, lights, etc.: 18 inches below footing base

Depressions resulting from grubbing operations shall be backfilled in accordance with Section 31 20 00 – Earthmoving.

END OF SECTION

SECTION 31 13 00
SELECTIVE TREE AND SHRUB REMOVAL AND TRANSPLANTING
BASED ON DFD MASTER SPECIFICATION DATED 02/17/2016

PART 1 - GENERAL

SCOPE

Work includes the felling or removal by tree spade of trees or larger shrubs designated in the contract to be removed from the project site, and related work as indicated in the drawings.

PART 1 - GENERAL

Scope

Related Work

Definitions

Quality Assurance

PART 2 - PRODUCTS

Materials

PART 3 - EXECUTION

Felling

Pruning

Cleaning

RELATED WORK

Applicable provisions of Division 1 shall govern all work under this section.

Related Work Specified Elsewhere:

Section 31 10 00 – Site Clearing

DEFINITIONS

Caliper: Diameter of a trunk measured by a diameter tape at 4'-6" above the ground or DBH (diameter at breast height). (Standard as defined by the ISA – International Society for Arboriculture).

Arborist or Certified Arborist: As referenced here in all “arborists” or “certified arborists” shall be at minimum an ISA Certified Arborist or and ASCA Registered Consulting Arborist unless other specified.

QUALITY ASSURANCE

Tree Pruning Standard: Comply with ANSI A300 Pruning Standards.

Oak Wilt Prevention: Wisconsin Department of Natural Resources Forestry Division Publication PUB-FR-127 2009.

PART 2 - PRODUCTS

MATERIALS

None.

1 **PART 3 - EXECUTION**

2
3 **FELLING**

4
5 Fell trees to prevent damage to adjacent structures and to those trees and shrubs designated to remain.
6 Remove stumps and roots to a clear depth of 36" (0.9 m) below existing grades in areas of lawn, and to full
7 depth in areas of paving, building footings, or utility structures.
8

9 **PRUNING**

10
11 Only those branches of existing trees that interfere in some way with the Contractor's operations or with
12 the spading operation are to be pruned.
13

14 Pruning shall be performed by a certified arborist. Prune trees over winter, between the months of
15 November and March. Trees may be pruned at other times of the year, provided that the Contractor
16 submits to the owner for acceptance a scheduled time, and a description of pruning methods and materials.
17

18 Prune trees according to ANSI A300 Pruning Standards.
19

20 To prevent Oak wilt, do not prune, cut or injure Oaks between April 1 and October 1. If an Oak is wounded
21 during this period, cover the wound **immediately** with tree wound paint (water-based paint). November
22 through March is the preferred period for pruning and tree removal. Refer to Wisconsin Department of
23 Natural Resources Forestry Division Publication PUB-FR-127 2009 for further Oak tree protection
24 information.
25

26 Where necessary, repairs to damaged wood shall be performed under the direction of the Owner, or a
27 certified arborist.
28

29 Evergreens shall only be pruned to remove dead, broken or damaged branches.
30

31 Perform pruning using scissors-style cutting devices, and not anvil-style hand pruners, pole pruners or
32 loppers.
33

34 **CLEANING**

35
36 All trimmed branches and other debris shall be removed from the site by the Contractor at the end of each
37 work day.
38

39 **END OF SECTION**

1 **SECTION 31 20 00**
2 **EARTHMOVING**
3 **BASED ON DFD MASTER SPECIFICATION DATED 12/15/2025**
4

5
6 **PART 1 - GENERAL**
7

8 **SCOPE**
9

10 The work under this section shall consist of providing all work, materials, labor, equipment, and
11 supervision necessary to complete earthwork required in these specifications and on the drawings.
12 Included are the following topics:
13

14 **PART 1 - GENERAL**

15 Scope
16 Related Work
17 Reference Standards
18 Quality Assurance
19 Submittals
20 Quantities

21 **PART 2 - MATERIALS**

22 Earth Fill
23 Granular Fill
24 Structural Fill

25 **PART 3 - EXECUTION**

26 General
27 Topsoil Removal
28 Excavation
29 Placing and Compacting Material
30 Grading
31 Grading Around Trees
32 Soil Stabilization
33 Clean Up
34

35 **RELATED WORK**
36

37 Applicable provisions of Division 1 govern work under this Section.
38

39 Related work specified elsewhere:

40 Section 30 05 00 – Common Work Results for All Exterior Work
41 Section 31 10 00 – Site Clearing
42 Section 31 23 16.16 – Structure Excavation for Minor Structures
43 Section 31 25 00 – Erosion Control
44 Section 32 92 19 – Seeding
45

46 **REFERENCE STANDARDS**
47

48 American Society for Testing and Materials (ASTM):
49

50 D4318	Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils
51	
52 D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using
53	Standard Effort (12,400 ft-lbf/ft ³)
54	
55 D1140	Standard Test Methods for Determining the Amount of Material Finer than
56	75-µm (No. 200) Sieve in Soils by Washing

D1557	Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³)
D3017	Standard Test Method for Water Content of Soil and Rock In-Place by Nuclear Methods (Shallow Depth)
D4253	Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
D6913	Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis
D7928	Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis
E329	Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

SUBMITTALS

Provide gradation reports for each type of soil or aggregate proposed for use on the project.

QUANTITIES

Finished topsoil depth shall be as specified in Section 32 92 19 – Seeding or as shown on the drawings.

Contractor shall be solely responsible for determining all earthwork quantities based on the existing and proposed elevations provided on the drawings. Any geotechnical investigations provided by the Owner apply only to those locations that the data was collected and may not be indicative of conditions elsewhere on the site. The Contractor is responsible for collecting any additional geotechnical or survey data he deems necessary to complete an accurate estimate of earthwork quantities.

If onsite grading, excavation and borrow operations do not provide enough suitable material for fill areas, Contractor shall coordinate and pay for excavation, transport and placement of imported material meeting the specifications of the contract documents. If excavation results in excess materials, Contractor shall coordinate and pay for loading, transport and offsite disposal of excess materials.

Contractor shall notify the DFD Project Representative immediately if geotechnical information, existing grades, or proposed grades shown on the drawings appears to be inaccurate.

PART 2 - MATERIALS

EARTH FILL

Use clean material consisting of inorganic soil or a mixture of inorganic soil and rock, stone or gravel. The material shall be free of topsoil, sod, stumps, wood, asphalt, concrete, debris, and other deleterious materials. The maximum dimension of any material shall not exceed 2' in any direction.

GRANULAR FILL

Clean material meeting the requirements of "Grade 1" or "Grade 2" granular backfill as defined in WisDOT Section 209.2.1.

1 **STRUCTURAL FILL**

2
3 Clean material meeting the requirements of “Structure Backfill” as defined in WisDOT Section 210.2.1.

4
5 **PART 3 - EXECUTION**

6
7 **GENERAL**

8
9 Complete earthwork excavation for elevation changes, utility trenches, minor structures and building
10 foundations in accordance with this section and the following applicable sections:

- 11
12
 - Section 31 23 16.16 - Structure Excavation for Minor Structures

13
14 **TOPSOIL REMOVAL**

15
16 Comply with erosion control requirements of Section 31 25 00 – Erosion Control and as shown on the plan
17 relative topsoil removal and storage.

18
19 Complete clearing and grubbing work as required by the Contract Documents and as specified in Section
20 31 10 00 – Site Clearing.

21
22 Coordinate topsoil stockpile locations with Owner and other contractors working onsite.

23
24 Remove all topsoil from proposed locations of buildings, structures, roads, walks and other paved areas.
25 Also, remove topsoil from proposed lawn or turf areas where the proposed elevation exceeds the existing
26 elevation by 1’ or greater, or where fill will be placed.

27
28 Stockpile reusable topsoil for use in restoration. Salvaged topsoil shall not be removed from the site
29 without prior approval of the DFD Project Representative.

30
31 Do not excavate, grade or work topsoil in frozen or muddy condition.

32
33 Minimize compaction of topsoil to the extent possible.

34
35 **EXCAVATION**

36
37 Excavate to the elevations shown on the drawings. Allow for placement of fill, base course, pavements, and
38 topsoil as required by the drawings and other Contract Documents.

39
40 Transfer lines and grades as shown on the drawings.

41
42 Excavate areas to provide positive drainage. Contractor shall notify the DFD Project Representative
43 immediately if the final proposed elevations shown on the drawings do not provide drainage away from
44 buildings, structures, roads, walks and other paved areas.

45
46 Remove excess and spoil material from the site in a timely fashion.

47
48 Do not excavate below design grades without prior authorization by the DFD Project Representative.

PLACING AND COMPACTING MATERIAL

Place material in fill areas only after all topsoil has been removed.

Place fill to the elevations shown on drawings; allow for placement of base course, pavements and topsoil as required by the drawings and other Contract Documents.

Fill type shall be as indicated on Table 31 20 00 -2, or as shown on the drawings.

Do not place fill on areas consisting of organic soil, debris or soft and yielding material.

Do not place fill in frozen or muddy areas.

Moisture condition subgrade as necessary to provide a firm surface prior to placing fill.

Place fill in horizontal lifts having thickness as shown on Table 31 20 00 - 2.

Compact fill material as required by Table 31 20 00 - 2 for given use.

Moisture condition fill material as necessary to achieve density required for given use.

Place and compact backfill so as to minimize settlement and avoid damage to walls, utility lines and other work in place. Place backfill simultaneously on both sides of free-standing structures.

It is the responsibility of the Contractor to provide all necessary compaction equipment and other grading equipment that may be required to obtain the specified compaction. Compaction of controlled backfill by travel of grading equipment will not be considered adequate for uniform compaction. Hand guided vibratory or tamping compactors will be required whenever controlled backfill may be placed adjacent to walls, footings, and columns or in confined areas.

Table 31 20 00 -2

Location	Required Material	Maximum Compacted Lift Thickness	Minimum Proctor Compaction
Areas Beneath Footings, Floor Slabs, or Structures	Structural Fill	6"	95% Modified
Footing, Foundation and Structure Backfill	Structural Fill	6"	95% Modified
Areas within 10' of Existing or Proposed Building or Structure Footing or Slab	Granular Fill	8"	95% Modified
Areas Beneath Existing or Proposed Pavement (Roads, Drives, Walks)	Granular Fill	8"	90% Modified
Turf Areas	Earth Fill	12"	85 % Modified

GRADING

Grading shall include areas necessary to establish new grades as required, additional areas disturbed by construction activities, storage, equipment including all trenching, where excess fill is deposited and where cutting is required.

New grades are designed to produce desired configuration of site and do not represent a balance between cut and fill.

1 Excavated materials shall be disposed of by contractor at a suitable off-site location. Contractor shall be
2 responsible for securing suitable disposal site(s) and for all off-site disposal costs.

3
4 Grades not indicated shall be uniform levels or slopes between point elevations as shown. Adjust all grades
5 as necessary to provide positive drainage away from structures.

6
7 Grades for earthwork shall not deviate from established elevations, as shown in excess of 1 inch unless
8 otherwise directed by DFD Project Representative.

9
10 Do all cutting, filling, compacting fill, rough grading required to bring entire project to within respective
11 base course elevations or 6 inches below finished topsoil elevations.

12 **GRADING AROUND TREES**

13
14
15 Limit excavation, filling and grading near trees or other vegetation to the extent possible. When tree roots
16 are encountered, cut roots cleanly and squarely.

17
18 For trees within the grading limits that are to remain, install tree protection fencing as noted in the
19 drawings.

20 **SOIL STABILIZATION**

21
22
23 Notify the DFD Project Representative if a solid subgrade cannot be established through drying and
24 grading.

25 **CLEAN UP**

26
27
28 Level off all waste disposal areas and clean up all areas used for the storage of materials or the temporary
29 deposit of excavated earth. Remove all surplus material, tools and equipment.

30
31 Thoroughly clean all drainage ways, roads, parking lots, sidewalks, and paved surfaces and remove and
32 dispose of all debris and mud.

33
34 **END OF SECTION**

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SECTION 31 22 16.15
ROADWAY SUBGRADE PREPARATION
BASED ON DFD MASTER SPECIFICATION DATED 12/30/2022

PART 1 - GENERAL

SCOPE

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to complete pavement subgrade preparation and provide a surface ready for constructing and supporting the Dense Graded Base, as required in these specifications, on the drawings and as otherwise deemed necessary to complete the work. Included are the following topics:

PART 1 - GENERAL

- Scope
- Related Work
- Reference Documents
- Quality Assurance
- Permits/Fees

PART 2 - MATERIALS

- Breaker Run Aggregate
- Recycled Aggregate Products and Materials
- Geogrid
- Geotextile Fabric

PART 3 - EXECUTION

- Preparation
- Excavation
- Preparing the Foundation
- Subgrade Approval/Proof-Rolling
- Undercutting/Excavation Below Subgrade (EBS)
- Restoration

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

Related work specified elsewhere:

- Section 30 05 00 – Common Work Results For All Exterior Work
- Section 03 30 10 – Cast-In-Place Concrete for Site Work
- Section 31 20 00 – Earthmoving
- Section 31 25 00 – Erosion Control
- Section 32 11 23.33 – Dense Graded Base

REFERENCE DOCUMENTS

Where these specifications do not cover portions of the work to be undertaken, the SSHSC in Wisconsin, current edition, shall govern the work.

QUALITY ASSURANCE

The Contractor shall conduct sampling, testing, and analysis as required by this section and elsewhere in the Contract Documents either by retaining the services of an independent construction materials testing consultant or with internal certified testers. The materials testing consultant shall meet the requirements of ASTM E329.

1
2 The A/E and Contactor's construction materials testing personnel shall observe all proof-rolling operations.
3 The DFD Project Representative shall also be informed of all proof-rolling operations. Provide minimum
4 of 48 hours confirmed notice for all parties.

5 6 **PERMITS/FEES**

7
8 Contractor shall be solely responsible for obtaining all permits necessary to complete the work.
9 Contractor shall pay all fees associated with obtaining permits. These include, but are not limited
10 to permits for work within public right-of-way, land disturbance permits and building permits.

11 12 **PART 2 - MATERIALS**

13 14 **BREAKER RUN AGGREGATE**

15
16 Crushed stone, rock or gravel meeting the requirements of either Breaker Run or Select Crushed material as
17 defined in WisDOT Section 311.2 or WisDOT Section 312.2, respectively.

18 19 **RECYCLED AGGREGATE AND PAVEMENT**

20
21 Recycled or salvaged aggregate and pavement products shall be free of organics, clay, rocks greater than 3-
22 inches in least dimension and all other deleterious materials. The successful Bidder may submit
23 specifications for these materials for consideration by the A/E for use on the project as part of the submittal
24 process following contract award.

25 26 **GEOGRID**

27
28 Geogrid shall comply with WisDOT Type SR as specified in WisDOT SSHSC Section 645.

29 30 **GEOTEXTILE FABRIC**

31
32 Fabric shall be insect, rodent, mildew, and rot resistant woven or nonwoven polyester, polypropylene,
33 stabilized nylon, polyethylene, or polyvinylidene chloride. All fabric shall have the minimum strength
34 values in the weakest primary direction. Fabric shall conform to WisDOT Section 645.2.8.

35 36 **PART 3 - EXECUTION**

37 38 **PREPARATION**

39
40 Review drawings and prepare work plan and schedule. Coordinate any necessary interruptions in site
41 access with DFD Project Representative, in accordance with other specification sections.

42
43 Remove topsoil from work area. Sawcut and remove pavement from work area as indicated on the
44 drawings. Sawcuts shall be made for the full depth of pavement.

45
46 Grade roadways and parking areas to drain water away from buildings.

47 48 **EXCAVATION**

49
50 Excavate to elevations and dimensions as shown on the drawings and as necessary to complete
51 construction. Excavations shall be sufficiently deep to provide for depth of base course and pavement.

52
53 Stones over 6-inches in size shall be removed from the loosened portion of the subgrade.
54

1 Notify DFD Project Representative if correction of unauthorized excavation or over-excavation is
2 necessary. Said excavations will be corrected by placement of Breaker Run Aggregate. Contractor will be
3 responsible for all costs associated with correcting these excavations.
4

5 Segregate the various materials excavated. Excavated material that does not meet the requirements of
6 backfill and excess excavated material, shall be removed from the site and disposed by the Contractor,
7 unless directed otherwise by other specification sections or the DFD Project Representative.
8

9 Locate spoil piles so they do not interfere with public travel, adjacent landowners or other construction
10 activities.
11

12 **PREPARING THE FOUNDATION**

13
14 The subgrade shall be constructed to have a uniform stability throughout. Use of recycled and salvaged
15 aggregate and pavements shall be fully incorporated into subgrade soil. Construct the foundation to the
16 required elevation with equipment and methods adapted for the purpose. Shape and compact to provide a
17 smooth foundation, at required density, and at the proper elevation to receive the Dense Grade Base (See
18 Section 32 11 23.33).
19

20 Compact material to minimize settlement and avoid damage to structures, pipes, utility lines and other
21 features. Hand-place and compact material as necessary.
22

23 It is the responsibility of the Contractor to provide all necessary compaction equipment and other grading
24 equipment that may be required to obtain a subgrade that satisfies the conditions of a satisfactory subgrade
25 as defined below. Vibratory plate or tamping type walk behind compactors will be required whenever
26 backfill is placed adjacent to structures, pipes, utility lines and other features.
27

28 The prepared foundation shall be tested for compaction as defined in the paragraph entitled 'Subgrade
29 Approval / Proof Rolling'.
30

31 **SUBGRADE APPROVAL / PROOF ROLLING**

32
33 Prior to undercutting or excavating below subgrade (EBS) or placing any Dense Grade Base (See Section
34 32 11 23.33), contact the DFD Project Representative to schedule inspection of the subgrade and proof
35 rolling of the subgrade. All proof rolling shall be completed in accordance with the requirements of the
36 paragraph entitled 'Quality Assurance' and shall meet the criteria as defined below.
37

38 To complete proof rolling, entire pavement subgrade shall be provided with a relatively smooth surface,
39 suitable for observing soil reaction during proof rolling.
40

41 Contractor shall schedule and provide a fully loaded tri-axle dump truck for proof – rolling. Loaded truck
42 shall have a minimum gross operating weight of 30 tons. Test shall be conducted with "tag" or "pusher"
43 axles retracted from the ground.
44

45 Proof rolling shall be accomplished in a series of traverses parallel to the centerline of the driveway, street,
46 or parking area. The truck shall traverse the length of the street or parking area once for each 12' of width
47 at speeds less than 5 mph. Additional passes along the traverse shall be completed as directed by the DFD
48 Project Representative to further define unsatisfactory subgrade.
49

50 Soft areas, yielding areas, cracked areas or areas where rolling or wave action is observed shall be
51 considered indicative of an unsatisfactory subgrade. Such areas shall be undercut as outlined in subsequent
52 subsections of this specification.
53

54 Once the subgrade has been proof-rolled and approved, protect the soils from becoming saturated, frozen,
55 or adversely altered.
56

1 **UNDERCUTTING/EXCAVATION BELOW SUBGRADE (EBS)**

2
3 Undercutting/EBS shall be completed only when directed by the DFD Project Representative or if
4 unsatisfactory subgrade, as defined above, is observed. The Contractor shall not be compensated for any
5 unauthorized undercutting/EBS. Measure and document undercut areas and depths in consultation with
6 DFD Project Representative.

7
8 Excavate undercut areas to the depth specified by A/E or DFD Project Representative using equipment with
9 smooth cutting edge. Excavated undercut material that does not meet the specifications for fill needed
10 elsewhere on site shall be removed from the site and legally disposed.

11
12 Undercut areas shall be backfilled with Breaker Run (or with a combination of Breaker Run and Geotextile
13 Fabric or Geogrid) in maximum of 9 inch thick lifts (compacted). Breaker Run shall be compacted to 90%
14 Modified Proctor dry density. If geotextile fabric or geogrid is used, install per the requirements of
15 WisDOT SSHSC Section 645.

16
17 Following installation and compaction of place Breaker Run material, the area shall be subject to the work
18 defined in the paragraph entitled 'Subgrade Approval / Proof – Rolling'.

19
20 Undercutting/Excavation Below Subgrade (EBS) work shall include all materials, labor, equipment and
21 supervision necessary to remove the soils from the Project Site considered to be poor from the proof roll
22 and backfill and compact with Breaker Run material brought to the Project Site. EBS shall be measured in
23 its original position. The cost of the compacted Breaker Run material is incidental to the unit price item for
24 Undercutting/Excavation Below Subgrade (EBS). If Geotextile Fabric or Geogrid is required and is used in
25 combination with the Breaker Run, the unit price for the Geotextile Fabric or Geogrid shall include all
26 materials, labor and equipment for installation.

27
28 **RESTORATION**

29
30 Roll all pavement subgrade surfaces using a smooth drum roller to promote an impervious surface and
31 minimize percolation of water into the subgrade.

32
33 **END OF SECTION**

SECTION 31 23 16.16
STRUCTURAL EXCAVATION FOR MINOR STRUCTURES
BASED ON DFD MASTER SPECIFICATION DATED 12/15/2025

PART 1 - GENERAL

SCOPE

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to complete trenching for utilities and other work, as required in these specifications, on the drawings and as otherwise deemed necessary to complete the work. Included are the following topics:

PART 1 - GENERAL

- Scope
- Related Work
- Reference Standards
- Quality Assurance

PART 2 - MATERIALS

- Granular Fill
- Structural Fill

PART 3 - EXECUTION

- Preparation
- Dewatering
- Excavation
- Bearing Surface Approval
- Construction of Foundations, Footings and Slabs
- Backfill and Compaction
- Restoration

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

Related work specified elsewhere:

- Section 02 41 13 – Demolition
- Section 30 05 00 – Common Work Results for All Exterior Work
- Section 31 20 00 – Earthmoving
- Section 31 25 00 – Erosion Control

REFERENCE STANDARDS

American Society for Testing and Materials (ASTM):

D4318	Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils
D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³)
D1140	Standard Test Methods for Determining the Amount of Material Finer than 75-µm (No. 200) Sieve in Soils by Washing
D1557	Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³)

D4253	Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
D6913	Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis
D7928	Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis
E329	Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

QUALITY ASSURANCE

The Contractor's construction materials testing personnel shall complete material testing as outlined in Table 31 23 16.16 -1.

Table 31 23 16.16 -1

Material	Test Required	Test/Sample Frequency
Granular or Structural Backfill ⁽¹⁾	<i>D6913 Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis</i> <i>D7928 Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis</i>	<i>0 tests: 0-500 cy</i> <i>1 test: 500-3000 cy</i>
	<i>ASTM D1140 Standard Test Methods for Amount of Material in Soils Finer than No. 200 (75-μm) Sieve in Soils by Washing</i>	"
Granular or Structural Backfill	<i>ASTM D6938 Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)</i>	<i>0 tests: 0-500 cy</i> <i>1 test: 500-3000 cy</i>

(1) Tests shall meet the requirements for gradation as listed in WisDOT Section 209.2 and 210.2.

PART 2 - MATERIALS

GRANULAR FILL

Clean material meeting the requirements of "Grade 1" or "Grade 2" granular backfill as defined in WisDOT Section 209.2.1.

STRUCTURAL FILL

Clean material meeting the requirements of "Structure Backfill" as defined in WisDOT Section 210.2.1.

PART 3 - EXECUTION

PREPARATION

Review drawings and prepare work plan and schedule. Coordinate any necessary interruptions in utility service with DFD Project Representative, in accordance with other specification sections.

1 Contact Diggers Hotline. Locate and protect utilities, structures, pavement, trees, landscaping, benchmarks
2 and other features in the work area.

3
4 Layout work according to drawings. Establish and transfer lines and grades as necessary to complete the
5 work.

6
7 Remove topsoil from work area in accordance with Section 31 20 00 – Earthwork. Sawcut and remove
8 pavement from work area in accordance with Section 02 41 13 – Demolition.

9
10 Support existing buildings, utilities and structures as necessary prior to beginning building excavation.

11
12 Grade area surrounding excavation to drain water away from excavation.

13 14 **DEWATERING**

15
16 Dewatering shall be completed in accordance with Section 30 05 00 Common Work Results for Exterior
17 Work.

18 19 **EXCAVATION**

20
21 Excavate to elevations and dimensions necessary to complete construction. Excavations shall be
22 sufficiently deep to provide for foundations, footings, slabs, and any required base material.

23
24 Do not excavate material from under the 45-degree bearing splay beneath existing foundations or footings.

25
26 Notify DFD Project Representative if correction of unauthorized excavation or over-excavation is
27 necessary. Said excavations will be corrected based on recommendations of DFD Project Representative or
28 DFD's geotechnical consultant. Contractor will be responsible for all costs associated with correcting these
29 excavations, including fees charged by DFD's geotechnical consultant.

30
31 Segregate the various materials excavated. Reserve material meeting the requirements of backfill for the
32 project location. Excavated material that does not meet the requirements of backfill, and excess excavated
33 material, shall be removed from the site and disposed by the contractor unless directed otherwise by other
34 specification sections or the DFD Project Representative.

35
36 Locate bedding, backfill and spoil piles in accordance with OSHA requirements, and so that it does not
37 interfere with public travel, adjacent landowners or other construction activities.

38 39 **BEARING SURFACE REVIEW**

40
41 Prior to over-excavating below the proposed bearing surface grade, or modifying bearing surface soil,
42 contact DFD Project Representative to schedule inspection. Provide minimum of 24 hours confirmed
43 notice.

44
45 Provide smooth soil surface at bearing surface grade, unless otherwise required by site-specific
46 geotechnical reports. Hand trim excavation, remove loose material, lumped subsoil, rock and boulders
47 from the bearing surface.

48
49 Once the bearing surface grade is established, protect the soil from becoming saturated, frozen, or
50 adversely altered. Do not allow soil from the sidewall of the excavation to spall and fall onto the bearing
51 surface.

52 53 **CONSTRUCTION OF FOUNDATIONS, FOOTINGS AND SLABS**

54
55 Construct foundations, footings and slabs in accordance with the drawings and pertinent specification
56 sections.

Do not allow excavation sidewall soils to spall into excavation.

Do not allow water to collect in excavation.

Protect base of excavation from freezing.

Install waterproofing and foundation drainage system in accordance with drawings.

BACKFILL AND COMPACTION

Remove all forms, bracing, staking and other construction materials from the excavation prior to initiating backfilling.

Excavation shall be reasonably free of water prior to beginning backfilling. Do not place material on frozen surfaces or use frozen material.

Backfill excavation using the material specified on Table 31 23 16.16 - 2, or as shown on the drawings.

Compact fill material as required by Table 31 23 16.16 - 2 for the given use.

Moisture condition backfill material as necessary to achieve density required for given use.

Place and compact material to minimize settlement and avoid damage to structures, pipes, utility lines and other features. Hand-place and compact material as necessary.

Place backfill simultaneously on both sides of structures.

Backfill trenches to elevations shown on the drawings; allow for placement of base course, pavements, and topsoil as required by the drawings and other Contract Documents. Where final restoration will be delayed, backfill excavation to existing grade to provide a safe, free-draining surface.

It the responsibility of the Contractor to provide all necessary compaction equipment and other grading equipment that may be required to obtain the specified density. Vibratory plates or tamping type walk behind compactors will be required whenever backfill is placed adjacent to structures, pipes, utility lines and other features.

Flooding or jetting of backfill material for compaction purposes is not allowed.

Table 31 23 16.16 -2

Location	Required Material	Maximum Compacted Lift Thickness	Minimum Proctor Compaction
Areas Beneath Footings, Floor Slabs, or Structures	Structural Fill	6"	95% Modified
Footing, Foundation and Structure Backfill	Structural Fill	6"	95% Modified
Areas within 10' of an Existing or Proposed Building or Structure Footing or Slab	Granular Fill	8"	95% Modified
Areas Beneath Existing or Proposed Pavement (Roads, Drives, Walks)	Granular Fill	8"	90% Modified
Turf Areas	Earth Fill	12"	85 % Modified

1
2
3
4
5
6
7
8
9
10
11

RESTORATION

Restore structure excavation to proposed grades and surfaces as soon as practicable after backfilling.

Remove excess backfill and spoil material from the site as soon as possible after backfilling is complete, but no later than 2 calendar days after backfilling is complete.

Thoroughly clean all drainage ways, roads, parking lots sidewalks and paved surfaces and remove and dispose of all debris and mud.

END OF SECTION

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SECTION 31 25 00
EROSION CONTROL
BASED ON DFD MASTER SPECIFICATION DATED 02/17/2016

PART 1 - GENERAL

SCOPE

The work under this section consists of providing all work, materials, labor, equipment, and supervision necessary to provide and construct erosion control measures necessary to protect property and the environment. Included are the following topics:

PART 1 - GENERAL

- Scope
- Related Work
- Reference Documents
- Submittals
- Erosion Control Plan

PART 2 - MATERIALS

- General
- Geotextile Fabric
- Silt Logs
- Silt Fence
- Erosion Mat
- Staples

PART 3 - EXECUTION

- General
- Grading and Earthwork
- Drainage
- Tracking Control
- Maintenance

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

Related work specified elsewhere:

- Section 02 41 13 – Demolition
- Section 30 05 00 – Common Work Results for All Exterior Work
- Section 31 20 00 – Earthmoving
- Section 31 23 16.16 – Structural Excavation for Minor Structures

Provide erosion control in accordance with the following references:

- Erosion Control Product Acceptability List (“PAL”), current version as published by the WisDOT.
- Construction Site Erosion & Sediment Control Technical Standards, current version as published by the Wisconsin Department of Natural Resources WDNR.
- Storm Water Post-Construction Technical Standards, current version as published by the WDNR.

Method of measurement and basis of payment sections in any referenced erosion control documents shall not apply to this contract.

REFERENCE DOCUMENTS

Wherever PAL appears in this specification, it shall mean the Wisconsin Department of Transportation, Erosion Control Product Acceptability List (PAL), current edition.

SUBMITTALS

Submit shop drawings for the following erosion control features:

- Geotextile Fabric
- Silt logs
- Silt Fence
- Erosion Mat
- Staples

EROSION CONTROL PLAN

The A/E has prepared an erosion control plan for the project. The Contractor will provide the A/E with submittals for materials used to implement the erosion control plan, as well as any modifications to the erosion control plan that are necessary due to the Contractor's means and methods of construction.

Contractor shall comply with all the requirements of the erosion control plan.

Contractor shall provide all erosion control measures necessary as noted in the drawings and defined in the specifications to protect property and the environment. Apply and pay for erosion control or land disturbing permits as required by local municipalities and state agencies.

PART 2 – MATERIALS

GENERAL

Erosion mats, soil stabilizers, and tackifiers shall be listed on the Wisconsin Erosion Control Product Acceptability List (PAL) as published by the Wisconsin Department of Transportation.

When the design or contract includes permanent erosion control or stormwater control features, the contractor may employ these items in his control of erosion and stormwater 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.

GEOTEXTILE FABRIC

Type FF geotextile fabric meeting the requirement of the PAL shall be used for inlet protection.

SILT LOGS (WATTLES)

Silt logs shall comply with the requirements of WDNR Construction Site Erosion & Sediment Control Standards #1071 and products must be listed on the WisDOT Product Acceptability List (PAL).

SILT FENCE

Fence fabric shall comply with the requirements of Standard Specifications for Highway and Structure Construction 628.2.6, in 3 foot tall rolls, with 4' tall 2" x 2" nominal cross section hardwood posts spaced a maximum of 10' o.c. Silt fence shall be Mirafi, Trevira, Amoco, CFM, or approved equal.

1
2 **EROSION MAT**
3

4 A light duty, organic mat encased in a light weight photodegradable or biodegradable netting on both the
5 bottom and top sides. Erosion mat shall comply with the requirements of Class I; Type A erosion mat as
6 defined by Standard Specifications for Highway and Structure Construction and the PAL. Erosion mat
7 shall be American Excelsior, Erosion Control Systems, North American Green, or approved equal.
8

9 For environmentally sensitive areas that have a high probability of trapping animals or for establishing
10 natural areas with taller vegetation it is recommended that an urban mat is used. Erosion mat shall comply
11 with the requirements of Class I; Urban Type B erosion mat as defined by Standard Specifications for
12 Highway and Structure Construction and the PAL. Erosion mat shall be American Excelsior-Curlex Net-
13 Free, Erosion Control Blanket-S32BD, Western Excelsior-Excel SS-2 All Natural, Ero-Guard EG-25 (NN),
14 Erosion Tech ETRS2BN or approved equal.
15

16 **STAPLES**
17
18

19 Use staples conforming to Standard Specifications for Highway and Structure Construction 628.2.3 to
20 anchor erosion mat. Staples shall be U-shaped of No. 11 gauge or heavier steel wire, or other approved
21 materials, with a width of one to two inches, and a length of not less than 6 inches for firm soils and not
22 less than 12 inches for loose soils.
23

24 Use biodegradable staples in accordance with manufacturer's recommendations for anchoring urban
25 erosion mats. Acceptable anchoring devices are listed in the PAL. Wood and metal staples are not allowed
26 for use with urban erosion mats.
27

28 **PART 3 - EXECUTION**
29

30 **GENERAL**
31

32 Install erosion control measures as required by the erosion control plan and contract documents. Provide
33 additional erosion control measures as dictated by Contractor's means and methods, or by differing site
34 conditions. Notify DFD Project Representative of additional erosion control features that are provided, but
35 not shown on the plan.
36

37 Contractor shall provide all erosion control measures necessary to protect property and the environment.
38 Perform all work in accordance with manufacturer's instruction where these specifications do not specify a
39 higher requirement.
40

41 **GRADING AND EARTHWORK**
42

43 Install all temporary or permanent erosion control measures prior to any onsite grading or land
44 disturbances.
45

46 Clear only those areas designated for the placement of improvements or earthwork before placement of the
47 final cover. Perform stripping of vegetation, grading, excavation, or other land disturbing activities in a
48 logical sequence and manner which will minimize erosion. If possible, schedule construction for times of
49 the year when erosion hazards are minimal.
50

51 Do not clear the site of topsoil, trees, and other natural ground covers before the commencement of
52 construction. Retain natural vegetation and protect until the final ground cover is placed.
53

54 Do not stockpile soil within 25 feet of any roadway, parking lot, paved area, or drainage structure or
55 channel. Provide temporary stabilization and control measures (seeding, mulching, covering, erosion

matting, barrier fencing) for the protection of disturbed areas and soil piles which will remain unfinished for a period of more than 14 consecutive calendar days.

Remove surplus excavation materials from the site immediately after rough grading. The disposal site for the surplus excavation materials shall also be subject to these erosion control requirements.

DRAINAGE

Minimize water runoff and retain or detain on-site whenever possible so as to promote settling of solids and groundwater recharge.

Convey drainage to the nearest adequate public facility. Do not discharge water in a manner that will cause erosion or sedimentation of the site or receiving facility.

Protect storm sewer inlets and catch basins in accordance with the erosion control plan, if provided. If not specified, protect inlets with straw bale barriers, silt fencing, filter basket, gabion stone weepers, or other equivalent methods approved by the A/E which provide the necessary erosion protection.

Divert roof drainage and runoff from all areas upslope of the site around areas to be disturbed or channel them through the site in a manner that will not cause erosion.

Minimize the pumping of sediments when dewatering. Discharge to a sedimentation basin or sedimentation vessel to reduce the discharge of sediments. Do not discharge water in a manner that will cause erosion or sedimentation of the site or receiving facility.

TRACKING CONTROL

Provide each entrance to the site with a stone tracking pad. Tracking pad shall be constructed of Gabion Stone or Breaker Run.

If necessary, provide a crushed aggregate paved parking area.

If applicable, wash water shall be discharged to sedimentation basins, sedimentation vessels, or other such control areas. Untreated wash water shall not be discharged to storm sewers or surface water bodies.

MAINTENANCE

Inspect all erosion control measures within 24 hours of the end of each rainfall event that exceeds 0.25" or daily during period of prolonged rainfall, or weekly during periods without rainfall. Immediately repair and/or replace any and all damaged, failed, or inadequate erosion control measures.

Maintain records of all inspections and any remedial actions taken.

Maintain stockpile stabilization measures as necessary after rainfall events and heavy winds. Replace tarps, re-seed, and reapply mulch, tackifiers and stabilizers as necessary.

Remove sediment from stormwater and erosion control structures, basins and vessels as necessary.

Repair or replace damaged inlet protection.

Replace or supplement stone tracking pads with additional stone when they become ineffective.

Remove any sediment reaching a public or private roadway, parking lot, sidewalk, or other paved. Do not remove tracked sediments by flushing. Completely remove any accumulations not requiring immediate attention at least once daily at the end of the workday.

1 Frequently dispose of all waste and unused construction materials in licensed solid waste or wastewater
2 facilities. Do not bury, dump, or discharge, any garbage, debris, cleaning wastes, toxic materials, or
3 hazardous materials on the site, on the land surface or in detention basins, or otherwise allow materials to
4 be carried off the site by runoff onto adjacent lands or into receiving waters or storm sewer systems.

5
6

END OF SECTION

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SECTION 32 11 23.33
DENSE GRADED BASE
BASED ON DFD MASTER SPECIFICATION DATED 12/30/2022

PART 1 - GENERAL

SCOPE

The work under this section consists of constructing a dense graded base using crushed stone or crushed gravel. The Contractor may also use crushed concrete, reclaimed asphaltic pavement, reprocessed material, or blended material. The work under this section shall provide a surface ready for constructing and supporting the Concrete or Asphalt Pavement.

PART 1 - GENERAL

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

PART 2 - MATERIALS

- Dense Graded Base

PART 3 - EXECUTION

- Construction
- Compaction
- Cleanup

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

Related work specified elsewhere:

- Section 03 30 00 – Cast In Place Concrete
- Section 30 05 00 – Common Work Results For All Exterior Work
- Section 31 22 16.15 – Roadway Subgrade Preparation
- Section 32 12 16.13 - Hot Mix Asphalt Paving

REFERENCE STANDARDS

American Society for Testing and Materials (ASTM):

D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods
E329	Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

QUALITY ASSURANCE

The Contractor shall conduct sampling, testing, and analysis as required by this section and elsewhere in the Contract Documents either by retaining the services of an independent construction materials testing consultant or with internal certified testers. The materials testing personnel shall meet the requirements of ASTM E329.

The Contractor's construction materials testing personnel shall complete material testing as outlined in Table 32 11 23.33-1.

Table 32 11 23.33 -1

Material	Test Required	Test/Sample Frequency
i.e. 1¼-inch Base Aggregate Dense	ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort	1 test/500 CY placed
i.e. 1¼-inch Base Aggregate Dense	ASTM D6938 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods	1 test/500 CY placed

SUBMITTALS

Provide copies of all material testing reports completed for the project within 48 hours of completing the individual tests. Along with each individual test result, provide a running spreadsheet of all individual test results.

PART 2 - MATERIALS

DENSE GRADED BASE

Use dense graded base 3/4-inch. Provide aggregate conforming to WisDOT Section 301.2 of the SSHSC for crushed stone, crushed gravel, crushed concrete, reclaimed asphaltic pavement, reprocessed material or blended material. Material gradations shall conform to WisDOT Section 305.2.2 of the SSHSC unless specified elsewhere in the contract documents.

PART 3 - EXECUTION

CONSTRUCTION

Preparing the Foundation

Refer to Section 31 22 16.15 – Roadway Subgrade Preparation.

Placing Dense Graded Base Aggregate

Construct Dense Graded Base as specified in WisDOT Section 305.3 of the SSHSC. Compact each base layer, including shoulder foreslopes, with equipment specified in WisDOT Section 301.3.1 of the SSHSC.

Use standard compaction conforming to WisDOT Section 301.3.4.2 of the SSHSC, unless otherwise specified herein. Final shaping of shoulder foreslopes does not require compaction.

Construct the base to the width and section the drawings show. Shape, and compact the base surface to within 0.04 feet of the drawing elevation.

Ensure there is adequate moisture in the aggregate during placing, shaping, and compacting to prevent segregation and achieve adequate compaction. Moisture condition dense graded base as necessary to achieve required density as determined by ASTM D1557.

Excavation shall be reasonably free of water prior to placement of dense graded base. Do not place dense graded base on frozen surfaces or use frozen material.

Maintain the base until paving over it, or until the DFD Project Representative accepts the work, if paving is not part of the contract.

Placing Dense Graded Base Shoulders

If the roadway is closed to through traffic during construction, construct the aggregate shoulders before opening the road to traffic.

If the roadway remains open to through traffic during construction and a 2-inch or more drop-off at the pavement edge exists; eliminate the drop-off within 48 hours after completing the asphalt or concrete work. Unless the special provisions specify otherwise, provide aggregate shoulder material compacted to a 4:1 or flatter cross slope from the surface of the pavement edge.

Provide and maintain signing and other traffic protection and control devices, as specified in WisDOT Section 643 of the SSHSC, until completing shoulder construction to the required cross-section and flush with the asphaltic pavement or surfacing.

Construct aggregate shoulders to the elevations and typical sections the drawings show, except for minor modifications needed to conform to other work. Use equipment that does not damage or mar the pavement surface, curbs, or appurtenances.

Place aggregate directly on the shoulder area between the pavement edge and the outer shoulder limits. Recover uncontaminated material deposited outside the limits and place within the limits.

Do not deposit aggregate on the pavement during placement, unless the A/E specifically allows. Do not leave aggregate on the pavement overnight. After placing the shoulder aggregate, keep the pavement surface free of loose aggregate.

COMPACTION

Compacting Dense Graded Base Aggregate

If using a pneumatic roller, do not exceed a compacted thickness of 6 inches per layer. For the first layer placed over a loose sandy subgrade, the Contractor may, with A/E approval, increase the compacted layer thickness to 8 inches. If using a vibratory roller, do not exceed a compacted thickness of 8 inches per layer.

The material shall be compacted to meet the following:

Test Method to determine maximum density and moisture	ASTM D1557
Relative compaction relative to the optimum	95%
Moisture content relative to the optimum	-2% to +2%

The compacted material shall be tested for in-place field density in accordance with this Section, Part I, Quality Assurance.

Compacting Dense Graded Base Shoulders

Spread and compact the aggregate in compacted layers of 6 inches or less to 95% of the modified maximum density prior to placing each subsequent layer.

After final compaction, shape the shoulders to remove all longitudinal ridges to ensure proper drainage.

1 **CLEANUP**

2
3 After the project is completed, thoroughly clean up all debris which may have accumulated during the
4 placement of dense graded base and breaker run, if placed. All storm sewer manholes, inlets, and trench
5 drains within the project area shall be inspected in the presence of the DFD Project Representation, the
6 Owner Agency, and the A/E to confirm there is no accumulated debris. The Contractor shall ensure the
7 manholes, inlets, and trench drains are free of water and debris prior to inspection by the parties noted
8 above. Any accumulated debris in the manholes, inlets, and trench drains shall be removed and properly
9 disposed of by the Contractor.

10
11 Replace or repair as required, all surfaces and/or landscape features damaged or disturbed under this item
12 of work.

13
14 **END OF SECTION**

SECTION 32 11 26.17
PULVERIZED AND RE-LAID PAVEMENT
BASED ON DFD MASTER SPECIFICATION DATED 12/30/2022

PART 1 - GENERAL

SCOPE

The work under this section consists of providing all work, materials, labor, equipment, and supervision necessary to perform full depth in-place pulverizing of existing asphalt as provided for in these specifications and on the drawings.

This section describes full depth in-place pulverizing of the existing asphaltic pavement along with a portion of the underlying base and relaying the pulverized material to construct a new base.

Included are the following topics:

PART 1 - GENERAL

Scope

Related Work

Reference Documents

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

Pulverized and Re-laid Pavement

RELATED WORK

Applicable provisions of Division 01 govern work under this Section.

Related Work Specified Elsewhere:

Section 30 05 00 – Common Work Results For All Exterior Work

Section 32 11 23.33 – Dense Graded Base

REFERENCE DOCUMENTS

Where reference is made to WisDOT or SSHSC in this specification it shall mean the pertinent sections of the Wisconsin Department of Transportation, Standard Specifications for Highway and Structure Construction (SSHSC), current edition, and all supplemental and interim supplemental and interim specifications.

PART 2 - MATERIALS

Not Used.

PART 3 - EXECUTION

PULVERIZED AND RE-LAID PAVEMENT

Work is to generally be performed as described in WisDOT SSHSC Section 325. Pulverize the full depth of the existing asphaltic pavement until 97 percent or more will pass the 2-inch sieve. Also pulverize the

1 existing base to the depth the plans show and mix with the pulverized asphaltic pavement. Windrow
2 material as construction operations dictate.

3
4 Immediately after pulverizing, relay the material with a paver, grader, or both a paver and grader.

5
6 If sufficient material is available at a given location, match the lines, grades, and cross slopes the plans
7 show. If there is insufficient material at a given location, shape the available material to create a smooth
8 profile and cross slope for a good ride. Eliminate localized bumps, depressions, and ruts. The contractor
9 may be required to haul material from one location on the project to another.

10
11 Immediately after relaying, compact the re-laid material first with either a rubber tired roller or vibratory
12 padfoot roller and second with a vibratory steel roller. Add water, as required, both before and during
13 compaction. Compact each layer to the extent required for standard compaction under WisDOT SSHSC
14 Subsection 301.3. Use compaction equipment as follows:

- 15
16 1. For a compacted lift of 6 inches or less, use equipment as specified in SSHSC subsection 301.3.1.
17 2. For a compacted lift from 6 to 8 inches, use a 12.5-ton or heavier vibratory padfoot roller and an
18 8-ton or heavier vibratory steel roller.
19 3. For a compacted lift greater than 8 inches, split into lifts less than 8 inches and use the equipment
20 specified for those lift thicknesses.

21
22 Perform each day's pulverize and relay operations to avoid leaving abrupt longitudinal differences between
23 adjacent lanes. Grade shoulders adjacent to pulverized areas by the end of each work day to provide
24 positive drainage of the pavement. Repair surface damage caused by intervening construction or public
25 traffic immediately before paving as necessary to provide a good riding pavement.

26
27 **END OF SECTION**

SECTION 32 12 16.13
HOT MIX ASPHALT PAVING
BASED ON DFD MASTER SPECIFICATION DATED 12/30/2022

PART 1 - GENERAL

SCOPE

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide and construct the paving and surfacing as provided for in these specifications and on the drawings. Included are the following topics:

PART 1 - GENERAL

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

PART 2 - MATERIALS

- Recycled Products and Materials
- Hot Mix Asphalt (HMA) Pavement
- Tack Coat

PART 3 - EXECUTION

- Hot Mix Asphalt (HMA) Pavement
- Pavement Repairs

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

Related Work Specified Elsewhere:

- Section 30 05 00 – Common Work Results for All Exterior Work
- Section 31 22 16.15 – Roadway Subgrade Preparation
- Section 32 11 23.33 – Dense Graded Base
- Section 32 11 26.17 – Pulverized and Re-Laid Pavement

REFERENCE DOCUMENTS

Where reference is made to WisDOT or SSHSC in this specification it shall mean the pertinent sections of the Wisconsin Department of Transportation, Standard Specifications for Highway and Structure Construction (SSHSC), current edition, and all supplemental and interim supplemental and interim specifications.

QUALITY ASSURANCE

The Contractor is to conduct sampling, testing, and analysis as required by this section and elsewhere in the Contract Documents by retaining the services of an independent construction materials testing firm acceptable to DFD. Contractor must maintain a quality control program in accordance with WisDOT SSHSC Section 701 General QMP Requirements and Section 460.2.8 Quality Management Program to ensure that the asphalt produced meets the specified mix design and plan requirements.

The Contractor's construction materials testing personnel must complete non-destructive nuclear density testing as outlined in Table 32 12 16.13-1. Test results shall be provided to A/E and DFD Construction Representative within 24 hours of being completed. All densities shall meet the requirements outlined in WisDOT SSHSC Subsection 460.3.3

Table 32 12 16.13 - 1

Layer	Test/Sample Frequency
Lower	3 random tests/5000 SF placed
Upper	1 random test/5000 SF placed

If density is below specified amount, submit proposed corrective action to DFD Project Representative. Corrective action may consist of removal and replacement of deficient pavement or reduced payment, as agreed to by the DFD Project Representative.

SUBMITTALS

Provide HMA pavement mix design reports for all mix designs to be used on the project. All mix designs shall meet the requirements outlined in WisDOT SSHSC Sections 450 and 460 and shall be listed on the current WisDOT Approved Mix Design List.

PART 2 - MATERIALS

RECYCLED PRODUCTS AND MATERIALS

The Wisconsin Department of Administration, Division of Facilities Development (DFD) strongly encourages the use of recycled materials and products containing recycled materials. Bidders and Contractors may submit specifications for recycled materials and products containing recycled materials for consideration by the DFD for use on the project as part of the submittal process following the contract award.

HOT MIX ASPHALTIC (HMA) PAVEMENT

Provide HMA pavement thickness and type as indicated on the plan and conforming to the requirements of WisDOT SSHSC Section 450 and Section 460. Utilize the same material type throughout the paving operation unless noted elsewhere on the drawings. Ensure all asphaltic materials provided under this section conform to the requirements of WisDOT SSHSC Section 455 and as revised in any current Supplemental Specifications.

TACK COAT

Apply tack coat at a minimum rate of 0.05 gallons per square yard to the lower layer(s) of HMA pavement surface prior to placing upper layer(s) of HMA pavement, unless otherwise noted. Apply at rate of 0.07 gallons per square yard where tack coat is being applied to a milled surface or other hard rigid surface. The surface shall be clean and dry prior to tack coat application. Tack coat shall require a minimum asphalt content of 50% and meet all other requirements of the WisDOT SSHSC Section 455.

PART 3 - EXECUTION

HOT MIX ASPHALT (HMA) PAVEMENT

Complete all work under this section to WisDOT SSHSC Section 450 and Section 460. Provide HMA layer thicknesses as shown on the drawings. If the drawings do not indicate HMA layer thicknesses, the minimum thickness of the HMA lower layer shall not be less than 1-3/4 inches (12.5 mm nominal

1 aggregate size) and the minimum thickness of the HMA upper layer shall not be less than 1-1/2 inches (9.5
2 mm nominal aggregate size).

3
4 **PAVEMENT REPAIRS**

5
6 Sawcut all pavement surfaces to neat and straight lines at the limits of removal by a two-step method.
7 Limit the initial pavement removal to the immediate area of the proposed work. Full depth sawcutting is
8 not required for this phase of removal. After the work is completed, make a full depth sawcut to neat and
9 straight lines outside the widest point of pavement disruption. Sawcut the lines of the repair parallel to
10 existing joints, or parallel to or perpendicular to pavement edges, to form a neat patch. Carefully remove
11 all remaining pavement within the sawcut area to the lines of the sawcut. Do not disturb the existing base
12 materials between the area disturbed by the work and the sawcut line by the sawcutting, pavement removal,
13 or pavement replacement processes.

14
15 Remove all walks, curbs, and other jointed paving by sawcutting at the nearest joint beyond the limits of
16 removal.

17
18 Adjust all inlets, manholes, catch basins, valve boxes, and other such castings to match new finished grade
19 as incidental work.

20 **END OF SECTION**
21

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SECTION 32 17 23
PAVEMENT MARKINGS
BASED ON DFD MASTER SPECIFICATION DATED 09/01/2015

PART 1 - GENERAL

SCOPE

The work under this section consists of providing all work, materials, labor, equipment, and supervision necessary to provide and install pavement markings as provided for in these specifications and on the drawings. Included are the following topics:

PART 1 - GENERAL

Scope

Related Work

Submittals

PART 2 - MATERIALS

Pavement Markings

PART 3 - EXECUTION

Pavement Markings

RELATED WORK

Applicable provisions of Division 01 govern work under this Section.

Related Work Specified Elsewhere:

Section 30 05 00 – Common Work Results For All Exterior Improvements

Section 32 12 16.13 – Hot Mix Asphalt Paving

SUBMITTALS

Submit the manufacturer specifications for each pavement marking. The submittal for each material shall include the following at a minimum:

- Pavement Marking Material and Manufacturer
- Color and Batch Number
- Date Manufactured (Material more than one year old will not be accepted)
- Manufacturer Name and Address.

PART 2 - MATERIALS

PAVEMENT MARKINGS

Furnish **epoxy** pavement markings conforming to WisDOT Section 646.2 as specified in the drawings.

PART 3 - EXECUTION

PAVEMENT MARKINGS

Prepare surface to receive markings and install them in accordance with WisDOT Section 646.3.

Apply pavement markings at the locations and to the dimensions and colors as shown on the drawings. If not otherwise specified, marking lines shall be yellow and have a minimum width of 4 inches.

1
2 Apply pavement markings at a rate per the manufacturers recommended application rate based on the
3 temperature and surface material.

4
5

END OF SECTION

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SECTION 32 92 19

SEEDING

Based On DFD Master Specification Dated 09/09/2025

PART 1 - GENERAL

Scope
Related Work
Reference Standards
Submittals
Quality Assurance
Delivery, Storage, and Handling
Installation Schedule
Job Conditions
Warranty

PART 2 - PRODUCTS

Lawn Seed
Water
Topsoil
Sand
Fertilizer
Mulch
Erosion Control Measures
Amended Topsoil

PART 3 - EXECUTION

Site Preparation
Soil Preparation
Placing Topsoil
Soil Amendments and pH Adjustment
Fertilizer Amendments
Seeding
Mulching
Cleaning and Repair
Maintenance
Seeding Acceptance

PART 1 - GENERAL

SCOPE

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to complete lawn seeding, and lawn maintenance operations. Included are the following topics:

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

Section 31 25 00 - Erosion Control

REFERENCE STANDARDS

Association of Official Seed Analysts (AOSA)

SUBMITTALS

Topsoil Description: Contractor to provide a written description and quantity of topsoil required; as native or imported, or a breakdown of each, prior to performing landscape work on the site.

Provide product data, including applicable analytical data, for required topsoil amendments including:

1 Organic Compost

2
3 Fertilizer

4
5 Proposed Fertilizer to be submitted prior to purchase

6
7 Fertilizer Label: Contractor to provide tag from product packaging

8
9 Proposed Seed Mix to be submitted prior to purchase

10
11 Seed Mix Label: Contractor to provide seed analysis tag from product packaging

12
13 Request for Inspection

14
15 Seeding Maintenance Log

16
17 **QUALITY ASSURANCE**

18
19 The DFD Construction Representative, in consultation with the Architect/Engineer, reserves the right to
20 reject improperly amended native topsoil or imported topsoil that does not meet the quality assurance
21 specifications. If rejected, Contractor is responsible for costs of replacement, and/or amendment, and re-
22 testing of topsoil to provide topsoil that will support turf and plant growth.

23
24 **DELIVERY, STORAGE, AND HANDLING**

25
26 Seed shall be delivered to the site in its original, unopened container, labeled as to weight, analysis and
27 manufacturer. Store any seed delivered in a manner safe from damage from heat, moisture, rodents, or
28 other causes. Any seed damaged after acceptance shall be replaced by the Contractor at his / her expense.

29
30 **INSTALLATION SCHEDULE**

31
32 Seed during one of the following periods:

33
34 Spring Installation: May 1 to Mid-July

35 Fall Installation: September 1 to Mid-October

36 Dormant Seeding: only permitted upon written approval by DFD Construction Representative and
37 Architect/Engineer

38
39 Coordinate installation periods with on-going maintenance requirements throughout operations.

40
41 Weather Limitations: Proceed with seed installation only when existing and forecasted weather conditions
42 permit. No seeding shall occur on frozen ground or at air temperatures lower than 32° F. Do not broadcast
43 or drop seed when wind velocity exceeds 5 mph.

44
45 **JOB CONDITIONS**

46
47 During construction, protect all structures, utilities, sidewalks, pavements, and other facilities and existing
48 and newly installed vegetated areas from damage at all times. All vegetation damaged during construction
49 shall be treated, repaired or replaced with new material as necessary, to restore to the original condition.

50
51 Work areas shall be kept clean and orderly during the installation period. Under no condition shall debris
52 from planting activities result in a safety hazard on-site or to adjacent off-site property.

53
54 **WARRANTY**

55
56 Contractor shall warranty the establishment of a satisfactory seeded lawn for a minimum of one growing
57 season after date of Seeding Acceptance. This assumes the Owner performs required maintenance (i.e.
58 regular watering) after the Contractor's maintenance period is completed. Contractor shall inform Owner
59 when required maintenance has concluded.

60
61 Satisfactory seeded lawn: At end of the warranty period, a healthy, uniform, and dense stand of grass has
62 been established per Lawn Seeding Acceptance below.

63

Contractor shall re-seed and maintain lawn areas that do not comply with requirements until lawns are satisfactory at the Contractor's expense.

Contractor shall provide an additional period of lawn maintenance following any actions needed to re-seed per the warranty requirements at the Contractor's expense.

Damage to vegetated and lawn areas incurred as a result of warranty replacement operations shall be repaired by Contractor at no cost to Owner.

During the Warranty Period, damage to lawn areas not caused by Contractor shall be excluded from Warranty. Such damage shall include ruts caused by driving vehicles over lawns, excavation and backfill work in lawn areas, damage from animals, or acts of vandalism or extreme weather conditions. Where evidence of such damage exists, advise Owner in writing, stating location, cause and extent of damage. Owner, upon receipt of such notice may order Contractor to correct damage at Owner's expense to exclude damaged area from Warranty provisions and correct damage by any arrangement deemed by Owner in his/her best interest.

PART 2 - PRODUCTS

LAWN SEED

Fresh, clean, dry, new seed that meets or exceeds the minimum requirements of purity and germination stated on an independent certificate of seed analysis document according to the Association of Official Seed Analysts (AOSA) rules.

Do not use wet seed or seed that is moldy or otherwise damaged. All seed packaging shall include a seed tag that contains: the name of the seller, the lot number, seed varieties with purity and germination percentages, as well as percentage of other crop seed, weed seed, noxious weeds and inert material. Variety Not Stated (VNS) seed is not permitted.

Seed shall have been test within the last 9 months and contain the following properties:

Purity	>90%
Germination	>85%
Other Crop	<0.5%
Weed Seed	<0.5%
Noxious Weeds	None
Inert Matter	<8%

Annual ryegrass shall not be permitted in lawn seed mixtures, except as a temporary cover for erosion control.

Select a high-quality lawn seed mixture that is adapted to the local site conditions and intended use of the turf, that is contains seed types fitting within one of the following percentages:

For Sunny areas (higher levels of maintenance), proportioned by weight as follows:

Kentucky Bluegrass / Fine Fescue / Perennial Ryegrass Blend

- 60 percent Kentucky bluegrass (at least three varieties)
- 20 percent fine fescue including Chewings fescue, creeping red fescue, or hard fescue
- 20 percent perennial ryegrass

For Sun and Partial Shade areas, proportioned by weight as follows:

Kentucky Bluegrass / Fine Fescue / Perennial Ryegrass Blend

- 40 percent Kentucky bluegrass (at least two varieties)
- 40 percent fine fescue including Chewings fescue, creeping red fescue, or hard fescue
- No more than 20 percent perennial ryegrass

For Shaded areas (best for dry shade), proportioned by weight as follows:

Fine Fescue / Kentucky Blue Grass Blend

- 25 percent Creeping red fescue
- 25 percent Hard fescue
- 25 percent Chewings fescue
- 25 percent Kentucky bluegrass

1 **WATER**

2
3 Water to be free of wastewater effluent or other hazardous chemicals.
4

5 **TOPSOIL**

6
7 Naturally fertile, agricultural soil, classified as sandy loam to silty loam, capable of supporting turf and
8 plant growth; of uniform composition throughout, without admixtures of subsoil, free of clay lumps, stones
9 larger than 1" diameter, roots, trash and debris of any kind.
10

11 **SAND**

12
13 Particles of natural or manufactured rock that will pass through a No. 4 sieve, and be retained on a No. 200
14 sieve; clean, washed, and free of toxic materials.
15

16 **FERTILIZER**

17
18 Fertilizer: Granular product composed of not less than fifty (50) percent slow-acting, guaranteed analysis
19 fertilizer. All fertilizers shall be delivered fully labeled according to applicable regulations, bearing name
20 and trade name or trademark of producer.
21

22 Starter Fertilizer: shall be composed of nitrogen, phosphorus and potassium with higher phosphorus ratio
23 than found in maintenance fertilizers.
24

25 Maintenance Fertilizer: shall have nutrient ratios of nitrogen, phosphorus, and potassium to support any
26 deficiencies indicated by soil-testing analysis.
27

28 All fertilizers shall be delivered fully labeled according to applicable regulations, bearing name, trade name
29 or trademark of producer, along with producer's warranty.
30

31 **MULCH**

32
33 Straw Mulch: Provide air-dry, clean, mildew and seed-free, salt hay or threshed straw of wheat, rye, oats, or
34 barley.
35

36 **EROSION CONTROL BLANKET**

37
38 100% biodegradable weed free wood excelsior, straw, or coconut-fiber mat enclosed in a biodegradable
39 netting stitched with biodegradable thread/yarn, (biodegradable within 12 months of installation) or net
40 free. Include manufacturer's recommended steel wire staples, 6" long or biodegradable anchoring staples,
41 T shaped with barbed head and shoulders, 6 inches. Wisconsin DOT approved Class 1 Type B Urban
42 erosion mat or similar are acceptable. Biodegradable materials are intended to avoid entrapment of animals.
43 Erosion mat shall be American Excelsior-Curlex Net-Free, Erosion Control Blanket-S32BD, Western
44 Excelsior-Excel SS-2 All Natural, Ero-Guard EG-25 (NN), Erosion Tech ETRS2BN or approved equal.
45

46 **EROSION CONTROL FIBER MESH**

47
48 100% biodegradable twisted jute mesh. Include manufacturer's recommended steel wire staples, 6 inches
49 long or biodegradable anchoring staples, T shaped with barbed head and shoulders, 6 inches.
50

51
52 **PART 3 - EXECUTION**

53
54 **SITE PREPARATION**

55
56 During construction, protect all structures, utilities, sidewalks, pavements, and other facilities and existing
57 and newly installed vegetated areas from damage at all times.
58

59 Delay grading and spreading topsoil if unfavorable weather conditions may result in washouts or loss of
60 material.
61
62

SOIL PREPARATION

Newly graded subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

Existing vegetated areas: If seeding occurs in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare surface soil as follows:

Remove existing vegetation. Do not mix vegetation into surface soil. Loosen existing topsoil to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

Rough grade areas to within 1 inch of subgrade elevations. Areas shall be graded to a smooth uniform surface plane with loose, uniformly fine texture. Areas shall be restored if eroded or otherwise disturbed after rough grading is complete.

PLACING TOPSOIL

Areas to be seeded shall have a minimum of 4 to 6 inches of topsoil of existing, amended or imported topsoil, but not less than required to meet finish grades after light rolling and natural settlement. Do not spread topsoil if subgrade is frozen, muddy, or excessively wet.

If required topsoil depth is greater than 6 inches, topsoil shall be installed in lifts. Moisten the topsoil surface between lifts. Allow water to thoroughly percolate through and settle and dry before rolling and placing the next lift.

Limit fine grading to areas that can be seeded in the immediate future. After finish grading, restore any eroded or otherwise disturbed areas before sodding.

Do not place topsoil on top of saturated or frozen subgrade soil.

SEEDING

Methods of seed installation may vary at the discretion of the Contractor in order to establish and guarantee a smooth, uniform quality lawn. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.

Install seed mixes at manufacturer's recommended rates.

Rake seed lightly into top 1/8 inch of topsoil, roll lightly, and water with fine spray.

Alternative methods of seeding or hydroseeding may be proposed in writing by Contractor and must be approved by the A/E.

Dormant seeding may be proposed in writing by Contractor and must be approved by the A/E.

MULCHING

Protect seeded areas by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.

Provide seed stabilization measures (erosion control blanket) to prevent erosion or displacement of soils and seed on steep slopes. The use of plastic netting is prohibited.

CLEANING AND REPAIR

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

MAINTENANCE

Contractor to provide regular watering, weeding, pest management, and trash removal services for all newly seeded areas for a period of 60 (sixty) days after the date of seeding acceptance, at which time maintenance duties will be taken over by the Owner.

Contractor shall provide a temporary irrigation system or import water via watering truck as often as necessary to maintain moist soil to a depth of at least 2 inches. Seed installation shall be watered unless natural rainfall precludes the need for specific visits. During periods of hot weather (higher than 80°-85°F), the seed installation may need additional irrigation.

Contractor to replace any mulch and/or seed that has been blown or washed away.

Fertilizing: Apply maintenance fertilizer with a mechanical rotary or drop-type distributor approximately thirty (30) days after seed installation, at manufacturer's recommended rate, and thoroughly water into the soil.

Contractor shall remove all weeds by the roots on a bi-weekly basis. Use of herbicide for weed-control shall be requested by Contractor and allowed only with approval by Owner in writing.

Chemical applications of fertilizer or herbicides are to be performed in accordance with current federal, state and local laws, through EPA-registered materials and application techniques, and performed under the supervision of a licensed certified applicator.

Mowing: The first mowing shall not be performed until the lawn has grown to a height of approximately 3 to 4 inches. Lawn shall be mown as often as necessary to maintain a height of 2-1/2 to 4 inches. No more than one third of the height of grass leaf shall be removed during any single mowing operation. The mowing operation is to include trimming around obstacles and the removal of excess grass clippings.

Line trimmers shall not be used around tree trunks.

Seeding Maintenance Log: Contractor shall submit a written record to the DFD Construction Representative that documents regular maintenance visits and actions performed. Failure of Contractor to provide documentation of regular required landscape maintenance duties, and resultant unsuccessful lawn establishment, will result in lawn re-seeding at full cost to Contractor per the seeding Warranty.

Contractor shall inform Owner when required maintenance period has concluded.

SEEDING ACCEPTANCE

The DFD Construction Representative and the Architect/Engineer shall perform inspections with the Contractor at the conclusion of the installation operations to verify that seeded lawn areas have been satisfactorily established.

A satisfactory installation shall meet the following requirements:

- An established root system (leaf blades break before seedlings can be pulled from the soil by hand)
- Uniform coverage throughout all turf areas with no bare spots larger than 5 inches by 5 inches
- No bare areas comprising more than 1% of any given 1,000 square foot area
- No deformation of the turf areas caused by mowing or other Contractor equipment
- Shall be free of weeds, disease and harmful pests

Request for Inspection: Contractor shall submit a request for inspection to the DFD Construction Representative and Architect/Engineer. The request shall be received at least 7 (seven) days before the anticipated date of inspection.

Contractor shall re-seed lawn areas that do not comply with requirements and continue required maintenance until lawns are satisfactory.

Any defects or imperfections appearing in whole or any part of the work caused by or due to any fault or negligence on the part of the Contractor shall be corrected before the work is accepted.

1 Seeding work may be accepted in stages when the Contractor and Owner deem that practice to be in their
2 mutual interest. Approval must be given in writing by Owner to the Contractor verifying that work may be
3 completed in stages.

4
5 Acceptance of seeding work shall not waive any provisions of the Warranty.

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SECTION 33 08 00
COMMISSIONING OF UTILITIES
BASED ON DFD MASTER SPECIFICATION DATED 02/27/15

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PART 1 - GENERAL

SCOPE

This section includes commissioning forms for construction verification and functional performance testing. Included are the following topics:

PART 1 - GENERAL

Scope
Related Work
Reference
Submittals

PART 2 - PRODUCTS

(Not Used)

PART 3 – EXECUTION

Commissioning Forms
CV-33 40 00 Storm Drainage Utilities

RELATED WORK

Section 01 91 01– Commissioning Process

REFERENCE

Applicable provisions of Division 1 shall govern work under this section.

SUBMITTALS

Reference the General Conditions of the Contract for submittal requirements.

Reference Section 01 91 01 Commissioning Process for Construction Verification Checklist and Functional Performance Test submittal requirements.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

COMMISSIONING FORMS

Commissioning forms are to be filled in as work progresses by the individuals responsible for installation and shall be completed for each installation phase.

Provide a description of the work completed since the last entry, the percentage of the total work completed for the system for that area and the step of installation or finalization.

Circle Yes or No for each commissioning form item. If the information requested for an item does not apply to the given stage of installation for the system, list it as “N/A”. Explain all discrepancies, negative responses or N/A responses in the negative responses section.

Once the work is 100% complete and the responses to each item are complete and resolved for a given commissioning forms group, mark as complete, initial and date in the spaces provided.

Provide copies of the commissioning forms to the commissioning agent 2 days prior to construction progress meetings.

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Construction Verification Checklist
33 11 00 – Water Utility Distribution Piping

CV-33 11 00 – Water Utility Distribution Piping

Equipment Identification/Tag: _____

Location: _____

A) PRE-INSTALLATION CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)		
				1)	2)	3)
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
☐ CHECKLIST GROUP COMPLETE				INITIALS: _____		DATE: _____

Question Details

- 1) All piping, valves, etc. are clean and free of damage prior to installation.
- 2) Temporary protective coating is provided on cast iron and steel valves during storage.
- 3) Temporary end caps are provided on piping and fittings until installation.

Construction Verification Checklist
33 11 00 – Water Utility Distribution Piping

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

Construction Verification Checklist
33 11 00 – Water Utility Distribution Piping

B) EXCAVATION CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)	
				1)	2)
				YES NO	YES NO
				YES NO	YES NO
				YES NO	YES NO
				YES NO	YES NO
				YES NO	YES NO
				YES NO	YES NO
				YES NO	YES NO
				YES NO	YES NO
☐ CHECKLIST GROUP COMPLETE				INITIALS: _____	
				DATE: _____	

Question Details

- 1) Horizontal and vertical spacing as required by the specifications between water piping and sanitary sewer and storm drainage piping is maintained.
- 2) 4" of bedding of material defined within specifications provided for given type of piping.

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

Construction Verification Checklist
33 11 00 – Water Utility Distribution Piping

C) UNDERGROUND PIPING INSTALLATION CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)									
				1)	2)	3)	4)	5)	6)	7)	8)	9)	10)
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
☐ CHECKLIST GROUP COMPLETE				INITIALS:						DATE:			

Question Details

- 1) Piping grade is uniform between deflection points shown in contract documents.
- 2) Changes in pipe sizes are made with the proper size reducing fittings, reducing elbow or reducing tees, and no bushings are utilized.
- 3) Connections between dissimilar pipe materials are made with dielectric fittings.
- 4) Pipe joint deflections meet or are less than manufacturer recommendations.
- 5) Bonding straps and lugs connected (ductile iron pipe ONLY).
- 6) Calcium hypochlorite provided in each section of pipe per dosages noted in specifications.
- 7) Where water piping crosses a sanitary sewer, minimum 18" vertical clearance and waterproof PVC water pipe sleeve (reference sanitary sewer materials) sealed at both ends for distance of 10' from sewer in both directions provided.
- 8) Insulation is provided at top of 6" and 1' initial cover levels per specification requirements.
- 9) Initial cover and backfill materials and methods meet specification requirements.
- 10) Open pipe ends capped at completion of work day.

Construction Verification Checklist
33 11 00 – Water Utility Distribution Piping

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

Construction Verification Checklist
33 11 00 – Water Utility Distribution Piping

E) VALVE & FITTING INSTALLATION CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)						
				1)	2)	3)	4)	5)	6)	
				YES	YES	YES	YES	YES	YES	
				NO	NO	NO	NO	NO	NO	
				YES	YES	YES	YES	YES	YES	
				NO	NO	NO	NO	NO	NO	
				YES	YES	YES	YES	YES	YES	
				NO	NO	NO	NO	NO	NO	
				YES	YES	YES	YES	YES	YES	
				NO	NO	NO	NO	NO	NO	
				YES	YES	YES	YES	YES	YES	
				NO	NO	NO	NO	NO	NO	
				YES	YES	YES	YES	YES	YES	
				NO	NO	NO	NO	NO	NO	
				YES	YES	YES	YES	YES	YES	
				NO	NO	NO	NO	NO	NO	
☐ CHECKLIST GROUP COMPLETE				INITIALS:				DATE:		

Question Details

- 1) Thrust restraints provided for all piping joints, hydrants, caps, plugs, fittings and bends of 22-1/2 degrees or more.
- 2) Electrical continuity maintained through all fittings, valves and hydrants.
- 3) Hydrants and valves placed on 4"x8"x16" solid concrete masonry units set on compacted soil.
- 4) Curb stop boxes, Valve boxes and hydrants set plumb and level.
- 5) All new hydrants covered until main has been filled.
- 6) Curb stop box placed on a 4"x8"x8" solid concrete masonry unit set on compacted ground.

Construction Verification Checklist
33 11 00 – Water Utility Distribution Piping

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

Construction Verification Checklist
33 11 00 – Water Utility Distribution Piping

F) UNDERGROUND PIPING TESTING CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)						
				1)	2)	3)	4)	5)	6)	
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	
☐ CHECKLIST GROUP COMPLETE				INITIALS:				DATE:		

Question Details

- 1) Piping tested utilizing water at specified pressure and duration as per specification.
- 2) All leaks identified during testing have been repaired and test re-done until satisfactory conditions are accomplished.
- 3) After pressure testing system filled with potable water and allowed to stand for 48 hours.
- 4) Proceeding initial fill, system flushed for a minimum of 10 minutes or until water runs clear.
- 5) After flushing, water samples of the number and location specified by the Engineer taken for lab testing and results show the absence of coliform bacteria.
- 6) Conductivity test of all ductile and copper piping accomplished and results acceptable.

Construction Verification Checklist
33 11 00 – Water Utility Distribution Piping

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

Construction Verification Checklist
33 11 00 – Water Utility Distribution Piping

H) FINALIZATION CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)						
				1)	2)	3)	4)	5)	6)	7)
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
☐ CHECKLIST GROUP COMPLETE				INITIALS:				DATE:		

Question Details

- 1) Piping labels and direction of flow is provided per specification requirements.
- 2) Underground dead-end mains marked with an 8' long 4x4 timber and steel "U" fence post.
- 3) All curb stop and valve boxes marked with a steel "U" fence post to protect them from damage.
- 4) Underground warning tape installed 6"-12" below finished grade above all exterior below ground piping.

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

Construction Verification Checklist
33 40 00 – Storm Drainage Utilities

CV-33 40 00 – Storm Drainage Utilities

Equipment Identification/Tag: _____

Location: _____

A) PRE-INSTALLATION CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)		
				1)	2)	3)
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO
☐ CHECKLIST GROUP COMPLETE				INITIALS: _____		DATE: _____

Question Details

- 1) All piping, etc. is clean and free of damage prior to installation.
- 2) Temporary protective coating is provided on cast iron during storage.
- 3) Temporary end caps are provided on piping and fittings until installation.

Construction Verification Checklist
33 40 00 – Storm Drainage Utilities

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

Construction Verification Checklist
33 40 00 – Storm Drainage Utilities

B) UNDERGROUND PIPING INSTALLATION CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)									
				1)	2)	3)	4)	5)	6)	7)	8)	9)	10)
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
☐ CHECKLIST GROUP COMPLETE				INITIALS:						DATE:			

Question Details

- 1) Horizontal and vertical spacing as required by the specifications between water piping and sanitary sewer and storm drainage piping is maintained.
- 2) 4" of crushed stone bedding material provided.
- 3) Piping grade and horizontal alignment is within 0.05' and 0.10' respective to section as shown in contract documents.
- 4) Changes in pipe sizes are made with the proper size reducing fittings, reducing elbow or reducing tees, and no bushings are utilized.
- 5) Pipe joint deflections meet or are less than manufacturer recommendations.
- 6) Bonding straps and lugs connected (ductile iron pipe ONLY).
- 7) Deflector tape provided 2' above all pipe noted in contract documents
- 8) Insulation is provided at top of 6" and 1' initial cover levels per specification requirements. For all piping above 6' below finish grade or as shown in contract documents.
- 9) Initial cover and backfill materials and methods meet specification requirements.
- 10) Open pipe ends capped at completion of work day.

Construction Verification Checklist
33 40 00 – Storm Drainage Utilities

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

Construction Verification Checklist
33 40 00 – Storm Drainage Utilities

D) STRUCTURE & APRON WALL INSTALLATION CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)						
				1)	2)	3)	4)	5)	6)	
				YES	YES	YES	YES	YES	YES	
				NO	NO	NO	NO	NO	NO	
				YES	YES	YES	YES	YES	YES	
				NO	NO	NO	NO	NO	NO	
				YES	YES	YES	YES	YES	YES	
				NO	NO	NO	NO	NO	NO	
				YES	YES	YES	YES	YES	YES	
				NO	NO	NO	NO	NO	NO	
				YES	YES	YES	YES	YES	YES	
				NO	NO	NO	NO	NO	NO	
				YES	YES	YES	YES	YES	YES	
				NO	NO	NO	NO	NO	NO	
				YES	YES	YES	YES	YES	YES	
				NO	NO	NO	NO	NO	NO	
☐ CHECKLIST GROUP COMPLETE				INITIALS:				DATE:		

Question Details

- 1) Excavation for structure limited to space necessary to sufficiently prepare the subgrade, set the base, set the manhole or structure, and lay pipe, but no less than 1' between structure and trench wall.
- 2) 8" of crushed stone provided for structure base.
- 3) Structure base set level and plumb.
- 4) Watertight gaskets provided between all structure sections (if applicable).
- 5) Sealant material as noted in specifications provided between all adjusting rings and ring exteriors coated with mortar.
- 6) Riprap provided downstream of apron endwalls at all storm sewer outfalls and as indicated on contract documents.

Construction Verification Checklist
33 40 00 – Storm Drainage Utilities

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

Construction Verification Checklist
33 40 00 – Storm Drainage Utilities

E) TESTING & FINALIZATION CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)								
				1)	2)	3)	4)	5)	6)	7)	8)	9)
				YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO
☐ CHECKLIST GROUP COMPLETE				INITIALS:					DATE:			

Question Details

- 1) All underground PVC piping deflection tested in accordance with specification requirements and results are acceptable.
- 2) All underground pipes televised and results are acceptable.
- 3) Underground piping visually inspected for excessive water infiltration and soil leakage and results are acceptable.
- 4) Piping and direction of flow is provided per specification requirements.
- 5) Facility piping tested utilizing air or water at specified pressure and duration as per specification for given piping system type.
- 6) All leaks identified during facility piping testing have been repaired and test re-done until satisfactory conditions are accomplished.
- 7) Test conducted with all facility piping of tested system or section visible during testing.
- 8) All penetrations through fire rated wall assemblies have been sealed per specification requirements.
- 9) All penetrations through non-rated wall assemblies have been sealed per specification requirements for given space type.

Construction Verification Checklist
33 40 00 – Storm Drainage Utilities

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

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SECTION 33 11 00
WATER UTILITY DISTRIBUTION PIPING
BASED ON DFD MASTER SPECIFICATION DATED 09/01/2015

PART 1 - GENERAL

SCOPE

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide water distribution system components and other work, as required in these specifications, on the drawings and as otherwise deemed necessary to complete the work. The limits of the work, including the responsible party for testing purposes, shall be clearly defined on the Drawings. Included are the following topics:

PART 1 - GENERAL

- Scope
- Related Work
- Reference Documents
- Reference Standards
- Submittals
- Continuity of Existing Water Distribution System
- Provisions for Future Work
- As-Built Drawings

PART 2 - MATERIALS

- Ductile Iron Watermain
- PVC Watermain
- HDPE Watermain
- Copper Water Service
- Polyethylene Fittings
- Valves
- Brass Water Service Fittings
- Valve Boxes
- Hydrants
- Joint Restraints
- Polyethylene Encasement Bag
- Board Insulation
- Tracer Wire
- Locator Tape
- Chlorine
- Pipe Joint Lubricant

PART 3 - EXECUTION

- General
- Connection to Existing Mains/Tapping
- Bedding /Utility Cover
- Laying Watermain
- Tracer Wire
- Locator Tape
- Fittings, Valves and Hydrants
- Joint Restraint
- Copper Water Services and Brass Fittings
- Filling Watermain
- Pressure Testing
- Electric Continuity Testing
- Disinfection/Flushing
- Bacteriological Sample

RELATED WORK

Applicable provisions of Division I govern work under this section.

Related work specified elsewhere:

Section 02 32 00 – Geo Technical Investigation

Section 22 11 00 – Facility Water Distribution

Section 22 13 00 – Facility Sanitary Sewerage

Section 22 14 00 – Facility Storm Drainage

Section 30 05 00 – Common Work Results for All Exterior Work

Section 31 23 16.13 – Trenching

Section 31 25 00 – Erosion Control

REFERENCE DOCUMENTS

Where reference is made to the “SSSWC”, it shall mean pertinent sections of the Standard Specifications for Sewer and Water Construction in Wisconsin, current edition. Method of measurement and basis of payment sections in referenced documents shall not apply.

Where these specifications do not cover portions of the work to be undertaken, the Standard Specifications for Sewer and Water Construction in Wisconsin, current edition, shall govern the work.

REFERENCE STANDARDS

American Society for Testing and Materials (ASTM):

B88	Standard Specifications for Seamless Copper Water Tube
F477	Standard Specifications for Elastomeric Gaskets for Joining Plastic Pipe
D3139	Standard Specifications for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
D3350	Standard Specifications for Polyethylene Plastic Pipe and Fittings Materials

American Water Works Association (AWWA):

C502	Dry Barrel Fire Hydrants
C504	Rubber-Seated Butterfly Valves
C509	Resilient-Seated Gate Valves for Water Supply Service
C515	Reduced Wall, Resilient Seated Gate Valves for Water Supply Service
C550	Protective Epoxy Interior Coatings for Valves and Hydrants
C800	Underground Service Line Valves and Fittings
C900	Polyvinyl Chloride (PVC) Pressure Pipe, and Fabricated Fittings for Water Distribution (4”-12”)
C905	Polyvinyl Chloride (PVC) Pressure Pipe, and Fabricated Fittings for Water Distribution (14”-48”)
C906	Polyethylene Pressure Pipe, and Fabricated Fittings for Water Distribution (4”-63”)
C104/ANSI A21.4	Standard for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
C105/ANSI A21.5	Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems
C111/ANSI A21.11	Standard for Rubber-Gasket Joints for Ductile Iron Pressure Pipe and Fittings
C151/ANSI A21.51	Standard for Ductile Iron Pipe, Centrifugally Cast
C153/ANSI A21.53	Standard for Ductile Iron Compact Fittings

1
2 **SUBMITTALS**
3

4 Provide manufacturers product information (cut sheets) and O&M information for watermain materials
5 including:

- 6
 - Pipe
 - 7 • Fittings
 - 8 • Valves
 - 9 • Joint Restraint Materials
10

11 Provide copies of all pressure and electric continuity testing procedures and results for the project to the
12 DFD Project Representative and the AE within 48 hours of completing the individual tests.
13

14 Provide reports that document safe sample collection procedures and results.
15

16 **CONTINUITY OF EXISTING WATER DISTRIBUTION SYSTEM**
17

18 Provide a construction schedule to the DFD Project Representative for review and approval prior to starting
19 construction. Schedule shall indicate the date and time of all required water supply interruptions.
20

21 Do not interrupt existing water supply without approval from the DFD Project Representative.
22

23 Once approved, notify all distribution system users impacted by outages a minimum of 48 hours in advance
24 of outage. Notification shall be provided in writing and describe the nature and duration of outages, and
25 provide the name and number of Contractor's foreman or other contact.
26

27 **AS-BUILT DRAWINGS**
28

29 Show the actual locations of watermain and services, valves and hydrants on drawings and show changes to
30 proposed watermain size, alignment, or grades. Show the actual locations, sizes and types of underground
31 utilities and other features encountered during construction.
32
33

34 **PART 2 - MATERIALS**
35

36 **PVC WATERMAIN**
37

38 Polyvinyl chloride pipe shall have a dimension ratio (DR) of 18 or less and conform to the requirements of
39 AWWA C900 (4"-12"). Pipe shall meet applicable NSF standards for use in a potable water distribution
40 system.
41

42 PVC watermain joints shall be rubber gasket push-on joint conforming to ASTM D 3139, using a gasket
43 that conforms to ASTM F477.
44

45 **HDPE WATERMAIN**
46

47 Polyethylene Resin

48 Polyethylene resin used for manufacturing piping and fittings shall meet ASTM D1248 for Type III, Class
49 C, Grade P34, Category 5, with a PPI recommended designation of PE3408 and a minimum cell
50 classification of PE 345434C in accordance with ASTM D3350. The polyethylene compound shall be
51 combined with carbon black to provide protection against degradation by ultraviolet light. Pipe shall be
52 made from virgin material with no rework compound, except that obtained from the manufacturer's own
53 production of the same formulation.
54

Polyethylene Piping

High density polyethylene (HDPE) piping, shall meet the requirements of AWWA C906, current version. Pipe dimensions and workmanship shall be in accordance with ASTM F714 and ASTM D2122. Pipe shall be of diameter shown on the drawings, with dimension ratio (DR) of DR11, unless otherwise noted.

Pipe, fittings, and joints shall meet or exceed the following physical properties:

<u>PROPERTY</u>	<u>ASTM TEST METHOD</u>	<u>VALUE</u>
Density, gm/cc	D1505	0.955
Melt Index, gm/10 min	D1238-E	0.10
High Load Melt Index, gm/10 min	D1238-F	12.0
Tensile Strength @ Break, psi	D638	4,500
Tensile Strength @ Yield, psi	D638	>3,200
Elongation, %	D638	>800
Flexural Modulus, psi	D790	136,000
Environmental Stress Cracking Resistance F ₂₀ ⁷ Hours (100°C)	D1693 (Cond. C)	>5,000
Brittleness Temperature, °F	D746	<-180
Melting Point, °F	D789	261
Vicat Softening Temperature, °F	D1525	255
Hardness, Shore D	D2240	66
Volume Resistivity, ohm-cm	D991	2.6 10 ¹⁶
Recommended Hydrostatic Design Stress:		1600 psi @ 73.4°F 800 psi @ 140°F

Pipe Marking

Each length of straight and special HDPE pipe and each HDPE fitting shall be plainly marked on the outside to identify the design pressure or class of pipe, proper location of the pipe or fitting in the pipeline, and the date of manufacture.

COPPER WATER SERVICE

BELOW GROUND 2-1/2" AND SMALLER:

Type K copper water tube, O (annealed) temper, ASTM B88; with cast copper pressure fittings, ANSI B16.18; wrought copper pressure fittings, ANSI B16.22; lead free (<.2%) solder, ASTM B32; flux, ASTM B813; or cast copper flared pressure fittings, ANSI B16.26.

POLYETHYLENE FITTINGS

HDPE fittings manufactured in accordance with ASTM D2683 (socket fused) or ASTM D3261 (butt fused). Fittings shall be supplied by the HDPE piping manufacturer. Butt fusion outlets shall be made to the same dimensional characteristics and tolerances as the mating pipe. All fittings and custom fabrications shall be fully rated for the same internal pressure as the mating pipe. Pressure de-rated fabricated fittings are prohibited.

VALVES

Resilient Wedge Gate Valve

Resilient seated wedge gate valve meeting the requirements of AWWA C509 and C515. Body, bonnet and gate shall be constructed of ductile iron. Bolts shall be stainless steel.

Interior and exterior surfaces of valve shall be provided with epoxy coating meeting the requirements of AWWA C550. Symmetrical wedge shall be completely encapsulated with resilient material.

1 Valve stem shall be non-rising, low-zinc (zinc content not to exceed 6%) bronze. Valve stem shall have an
2 integral thrust collar. Thrust collar bearings shall be designed to withstand maximum torque without
3 distortion.

4
5 Stem seal shall be so designed that the O – ring above the stem collar can be replaced while the valve is
6 under pressure and in the fully open position.

7
8 Valve shall be left opening and be provided with standard 2” square operating nut.

9
10 Valve shall be provided with mechanical joint connections. Mechanical joint ends shall conform to
11 AWWA C509 and shall be furnished complete with all mechanical joint accessories including approved
12 M.J. bolts and nuts. Glands shall be full body gray iron or ductile iron. Mechanical joint bells, glands and
13 rubber gaskets shall be in accordance with AWWA C111.

14
15 Mueller, Kennedy, US Pipe, American Flow Control, Clow, or approved equal.

16 17 **BRASS WATER SERVICE FITTINGS**

18 19 Service Saddles

20 Double strap, bronze service saddles meeting the requirements of AWWA C800. Service saddles shall be
21 provided with nitrile O-ring gasket and AWWA Taper outlet.

22
23 Service saddles shall be properly sized to accommodate both the main and service lines.

24
25 Mueller BR 2B Series, Ferguson, Romac, or approved equal.

26 27 Corporation Stops

28 Corporation stops shall be brass, ball style. Inlets shall be AWWA Taper; outlet connection shall be
29 compression having a positive indicator to avoid over-tightening.

30
31 Corporation stops shall be Mueller B-25008, A.Y. McDonald Mfg. Co., or approved equal.

32 33 Curb Stops

34 Curb stops shall be brass, with compression connections having a positive indicator to avoid over-
35 tightening . Curb stops shall be provided with a quarter turn check.

36
37 Curb stops shall be Mueller B-25209, A.Y. McDonald Mfg. Co., or approved equal.

38 39 Unions

40 Unions shall be 3-piece brass, with compression connections having a positive indicator to avoid over-
41 tightening.

42
43 Unions shall be Mueller H-15403, A.Y. McDonald Mfg. Co., or approved equal.

44 45 U-Branch, Wyes, Etc.

46 U-branch, wye and other fittings shall be brass, with compression connections having a positive indicator to
47 avoid over-tightening. Fittings shall be produced specifically for water supply applications.

48
49 Mueller, A.Y. McDonald Mfg. Co., or approved equal.

50 51 **VALVE BOXES**

52 53 Gate/Butterfly Valve Boxes

54 Valve boxes shall be screw type and shall consist of a base, middle section, top section with cover and
55 intermediate extension sections. The top section shall be designed to thread onto the middle section so that

the unit can be adjusted to a variable length. The top section shall be designed to receive a circular drop cover.

The valve box and component parts shall be cast iron in accordance with ASTM-A48 class 20, 30, 35, or approved equal.

Boxes shall be 5-1/4" with stay-put "WATER" cover.

The cast iron valve box and components shall be free from blowholes, cold shots, shrinkage defects, cracks or other injurious defects and shall have a normal smooth casting finish.

All cast iron valve boxes and components shall be thoroughly coated with asphaltic pitch varnish or approved equal.

Provide valve box extensions as necessary to accommodate depth of cover shown on drawings, or 6.5-foot minimum.

Valve boxes shall be Bingham & Taylor, East Jordan Iron Works, Tyler, or approved equal.

Curb Stop Boxes

Curb stop boxes shall be 1 1/4" minimum diameter, cast iron, arch style, valve boxes. Boxes shall be telescopic, extendable to accommodate 7' bury. Lid shall be two piece threaded, with a plug having a pentagonal bolt for removal.

Provide valve box extensions as necessary to accommodate depth of cover shown on drawings, or 6.5-foot minimum.

Ford, Mueller, or approved equal.

BOARD INSULATION

Insulation shall be rigid, closed-cell extruded polystyrene insulation suitable for buried installation. Individual boards shall have minimum dimensions of 8'x4'x2".

Owens Corning, Dow Styrofoam, or approved equal.

TRACER WIRE

Tracer wire shall be #10 solid copper wire with insulated jacket. Tracer wire insulation color for non-metallic, potable water pipe shall be blue. Tracer wire insulation color for non-metallic, non-potable water pipe shall be purple.

LOCATOR TAPE

Tape shall be detectable metallic locator tape, specifically manufactured for marking utilities with a minimum width of 6 inches and detectable at a depth of 18".

Tape for potable water shall be marked "WATER" and blue colored. Tape for non-potable water shall be marked "NON-POTABLE WATER" and purple colored.

CHLORINE

Chlorine disinfectant shall be calcium hypochlorite tablets or granules. Calcium hypochlorite product shall meet requirements for AWWA C651 – Standard for Disinfecting Water Mains - latest revision.

Arch "HTH", or approved equal.

PIPE JOINT LUBRICANT

Petroleum free pipe lubricant formulated for use with potable water systems. Product shall meet the requirements of ANSI/AWWA C111/A21.11 - latest revision.

PART 3 - EXECUTION

GENERAL

Complete exploratory excavations at utility crossings as shown on the drawings and as necessary to complete the work.

Maintain clearances between watermain and existing or proposed sewer lines as follows:

- 8' horizontal separation (measured center to center) between watermain and existing or proposed sanitary or storm sewers.
- 12" vertical separation (measured from outsides of pipes) where watermain cross over sanitary or storm sewers.
- 18" vertical separation (measured from outsides of pipes) where watermain cross under sanitary or storm sewers.

Notify the A/E and DFD Project Representative of utility conflicts as soon as they are encountered.

Store and handle pipe in accordance with manufacturers' recommendations. Keep pipes clean of soil, debris and animals.

Watermain construction shall be completed in a manner that minimizes interruptions to existing services.

CONNECTIONS TO EXISTING WATERMAINS/TAPPING

Provide tapping sleeves, valves, cutting-in sleeves and other materials specifically manufactured for use with the type of pipe to which the connection is being made.

Notify the DFD Project Representative if the proposed point of connection is located within 4' of an existing joint.

Connections shall be made at existing pipe stubs, valves or other fittings.

At connections to existing mains, locate the new valve as close to the existing main as possible. Swab the interior surfaces of all pipe, fittings, valves that will be exposed to the existing system. Swab solution shall consist of a 5% (by weight) solution of calcium hypochlorite.

BEDDING /UTILITY COVER

Provide bedding and utility cover in accordance with the applicable requirements of Section 31 23 16.13 – Trenching.

Watermain and water service piping shall be provided with 6" of bedding material and 12" of utility cover material (both measured at the bell of the pipe).

Bedding and cover material for various types of pipe shall consist of the following:

- Ductile Iron Watermain: Bedding sand or crushed stone screenings.
- PVC Watermain: Crushed stone bedding.
- Copper Water Services: Bedding sand or crushed stone screenings.

LAYING WATERMAIN

Install pipe in accordance with the SSSWC and ASTM specifications that pertain to the specified type of pipe material and the installation situation.

Provide a minimum of 6.5' of cover over watermain, unless otherwise shown on the drawings or directed by the DFD Project representative. For watermains with less than 6.5' of cover, provide insulation as shown on the drawings, or as directed by the DFD Project Representative.

Lay watermain at uniform grades between deflection points shown on the drawings; do not install watermains with intermediate high points.

Unless otherwise shown or approved by the DFD Project Representative, lay pipe with bell end facing the direction of pipe laying.

Prepare pipe bell and gasket in accordance with manufacturers requirements. Lubricate bell and/or pipe with AWWA/NSF approved lubricant.

Push pipe home in accordance with manufacturer's recommendations regarding tools and methods.

Pipe joint deflection shall not exceed manufacturer's requirements.

Disinfect pipe by placing calcium hypochlorite in each section of pipe as pipe laying progresses. Provide dosage as indicated on Table 33 11 00-1.

Watermain Nominal Diameter (inches)	Dose Calcium Hypochlorite* (oz./length pipe)
4-6	1
8	3
10	5
12	7

* Granular/tablet calcium hypochlorite with 68% (weight) available chlorine
Table 33 11 00-1

When required, provide board insulation in the thickness and width shown on the drawings. Unless otherwise shown, insulation shall be provided at a minimum thickness of 2 inches.

Install insulation on compacted initial cover material 6 inches above the top of pipe. Stagger joints when placing multiple layers of insulation.

Provide insulation with a minimum of 1 foot of utility cover material. Place backfill material in manner that does not damage insulation; replace damaged insulation.

TRACER WIRE

Provide tracer wire for buried non-metallic water piping. Tracer wire shall be installed directly above the top of pipe and within six inches of the pipe.

Splices in tracer wire shall be made with split-bolt or compression-type connectors.

Access points are required every 400 feet. At access points the tracer wire shall be brought to grade in valve boxes, utility structures or other covered access devices.

LOCATOR TAPE

Install locator tape directly above new non-metallic sanitary sewer pipe approximately 15 inches below finished grade. Bring tape to surface and terminate in valve box or other structure.

FITTINGS, VALVES AND HYDRANTS

Install fittings, valves and hydrants at locations shown on the drawings.

Unless otherwise shown, provide restrained mechanical joint connections. Install materials in accordance with manufacturer's recommendations.

Maintain electrical continuity through all fittings, valves and hydrants. Provide and install suitable jumper cables for epoxy coated valves.

Place hydrants and valves on 4"x8"x16" solid concrete masonry units set on compacted soil.

Install joint restraints in accordance with the requirements of this section.

Install valve box so that bonnet rests on compacted initial backfill material at the same elevation as the top of the valve stuffing box. Center the valve box over the valve nut.

Install valve box plumb and level, backfilling evenly. Extend valve box to proposed final grade; provide valve box extensions as necessary. Valve boxes that shift during backfilling or restoration shall be excavated and re-set.

Mark all valve boxes with a steel "U" fence post to protect them from damage.

Install hydrants at elevation shown on drawings or as required to provide a minimum of 6.5' cover over the hydrant lead.

Place approximately ½ cy of clear stone bedding material from the base of the hydrant to 6" above the drain holes on the hydrant elbow. Cover clear stone material with a "skirt" of polyethylene encasement bag material to prevent backfill material from migrating into the clear stone.

Install hydrant plumb and level, backfilling all sides evenly.

Cover all new hydrants with a plastic garbage bag or similar cover until the main has been filled and placed in service.

JOINT RESTRAINT

Unless otherwise noted, all fittings, valves and hydrants shall be installed with restrained joints. Joint restraints shall be used on the adjacent full length (or more lengths as shown on the drawings) of pipe on all sides of fittings. Additionally, branch runs of pipe shall be installed with restrained joints beginning at the fitting at the main to the first valve.

Hydrant leads shall be provided with restrained joints beginning at the fitting at the main to the hydrant.

Joint restraint shall be provided using retainer glands.

Install all joint restraint products in accordance with manufacturer's recommendations and drawings.

COPPER WATER SERVICES AND BRASS FITTINGS

Connect copper water service piping to watermain, wellhouse, or other supply as shown on the drawings.

Watermain taps shall be made under pressure using a tapping machine specifically designed to tap and install corporation stops. Dry watermain taps are not allowed.

Service saddles shall installed on services where the corporation stop is 1 ½" nominal diameter or greater.

Provide a horizontal offset adjacent to the main for all copper services. Comply with pipe manufacturer's requirements with respect to minimum radius on bends.

Install curb stops as shown on the drawings. If specific curb stop location is not shown on the drawings, consult with DFD Project Representative to determine acceptable location prior to installing.

Place curb stop box on a 4"x8"x8" solid concrete masonry unit set on compacted ground. Orient box so that no portion of the box bears on the water service or curb stop.

Install curb stop box plumb and level and backfill all side simultaneously. Extend curb stop box to proposed final grade; provide extensions as necessary. Curb stop boxes that shift during backfilling or restoration shall be excavated and re-set.

Install copper water service as shown on the drawings. Prepare copper pipe joints in accordance with pipe and fitting manufacturer recommendations. Cut pipe squarely, remove burs and round ends as necessary.

Install fittings in accordance with manufacturer's recommendations. Torque compression connections to recommended tightness; do not over-tighten compression joints.

Provide dead-end copper water services with compression connectors fitted with plugs. Do not tap or crimp the ends of copper water services shut.

Locate the geographic location of all dead end services and curb stop boxes and note actual location on As-Built Drawings.

FILLING WATERMAIN

Fill watermain after main has been installed and completely backfilled.

Fill main slowly to limit entrapped air and evenly distribute calcium hypochlorite. Open all hydrants completely to allow air to escape and monitor filling.

Once main is full, allow a minimum of 48 hours of time for disinfection to occur before flushing.

PRESSURE TESTING

Pressure test all watermain and copper water services.

Provide all valves, fittings, joint restraints, hoses, compressors, water and power supply as necessary to complete pressure testing. Utilize testing apparatus that is fabricated specifically for testing watermain. Calibrate pressure gauges as necessary.

Flush main as necessary to remove air prior to testing. Comply with the requirements of this section with respect to flushing.

For longer installations or installations consisting of watermain and copper water service, the Contractor may elect to pressure test the system in short segments.

All pressure testing shall be conducted in the presence of the DFD Project Representative. Provide minimum of 48 hours advanced notice of testing.

1
2 Conduct a combined pressure/leakage test for 1 hour at a pressure equal to 150% of system normal
3 operating pressure (as measured at the lowest point in the system), or a minimum pressure of 150 psig.
4

5 When conducting test, pressure test equipment shall be set-up as close to the highest point in the line as
6 possible.
7

8 Make-up water for the test shall be clean potable water supplemented with ½ oz of dry calcium
9 hypochlorite per 35 gallons of water.
10

11 Leakage for test shall not exceed gallons per hour as allowed by the attached formula:
12

$$13 \quad G = (ND\sqrt{P}) / 7400$$

14
15 Where: G= Allowable leakage (gallons per hour of test)
16 N=Number of joints under test
17 D=Nominal diameter of main (inches)
18 P=Average pressure during test (psig)
19

20 Allowable leakage for high density polyethylene pipe shall be zero.
21

22 Record and document pressure test by recording the following information:

- 23 • Date of test
- 24 • Section tested
- 25 • Diameter and length of main under test
- 26 • Number of fittings, valves hydrants, etc.
- 27 • Results of test including test length, pressure, actual water loss
- 28 • Calculation of allowable leakage
- 29 • If a failed test, describe actions taken to eliminate leaks and results of re-testing
30

31 Submit reports documenting pressure testing.
32

33 **ELECTRIC CONTINUITY TESTING**

34

35 Conduct electric continuity test on all ductile iron watermain and copper water services.
36

37 The electric continuity test shall be performed using a multi-meter to verify electrical continuity of the
38 watermain system.
39

40 The Contractor shall furnish all labor and equipment necessary to conduct the electric continuity test.
41

42 Document electric continuity testing by recording the following information:

- 43 • Date of test
- 44 • Test methods and equipment
- 45 • Section tested
- 46 • Diameter and length of main under test
- 47 • Number of fittings, valves hydrants, etc.
- 48 • Results of test including resistance
- 49 • If a failed test, describe actions taken to eliminate leaks and results of re-testing
50

51 Submit reports documenting electric continuity testing.
52

53 **DISINFECTION/FLUSHING**

54

55 After filling the main, allow a minimum of 48 hours of time for disinfection to occur before flushing.

1
2 Flush all sections of watermain and water service. When possible, utilize hydrants or other large diameter
3 orifices to complete flushing and achieve 2.5 fps water velocity. If needed, utilize services or temporary
4 connections to complete flushing.

5
6 All watermain and services shall be flushed for a minimum of 10 minutes, or as necessary to obtain a
7 sediment-free and bacteriologically safe sample.

8
9 Utilize diffusers, hoses, settling basins and other devices as necessary to limit erosion and other damage to
10 the site and downstream areas.

11
12 Contractor shall be responsible for providing all necessary fitting, valves, joint restraints, hydrants and
13 other materials necessary to conduct flushing.

14
15 Submit reports documenting disinfection and flushing.

16 17 **BACTERIOLOGICAL SAMPLE**

18
19 Following all pressure testing and flushing, the contractor shall collect a sample from the newly installed
20 watermain or water service(s). Samples shall be submitted to the State Laboratory of Hygiene, or other
21 licensed testing laboratory for bacteriological (coliform bacteria) analysis.

22
23 The Contractor shall be responsible for all costs associated with sample collection(s) and analysis.

24
25 Document bacteriological sample collection and analysis by recording the following information:

- 26
27
28
29
30
31
- Date of sample collection
 - Sample collection methods and equipment
 - Person collecting the sample
 - Location(s) sample was collected
 - Results of sample analysis

32
33 If sample results indicate water is “Unsafe – Coliform Bacteria Present”, Contractor shall re-disinfect
34 watermain and water services by introducing additional chlorine into the line and re-flushing the main.
35 This process shall be repeated as necessary until a clean sample is obtained. The Contractor shall be
36 responsible for all costs associated with all efforts necessary to obtain a “Safe – Coliform Bacteria Not
37 Present” sample.

38
39 Submit reports documenting bacteriological sample collection and analysis.

40
END OF SECTION

SECTION 33 40 00
STORM DRAINAGE UTILITIES
BASED ON DFD MASTER SPECIFICATION DATED 11/23/2021

PART 1 - GENERAL

SCOPE

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide for the storm drainage work required in these specifications and on the drawings. The limits of the work, including the responsible party for testing purposes, shall be clearly defined on the Drawings. Included are the following topics:

PART 1 - GENERAL

- Scope
- Related Work
- Reference Documents
- Reference Standards
- Submittals
- As-Built Drawings

PART 2 - MATERIALS

- PVC Pipe
- Corrugated Metal Pipe
- Inlets
- Castings
- Board Insulation

PART 3 - EXECUTION

- General
- Laying Pipe
- Bedding/Utility Cover
- Structures (Manholes, Inlets, Round Catch Basins)
- Drainage Laterals
- Pipe Insulation
- Locator Tape

RELATED WORK

Applicable provisions of Division 1 govern work under this section.

Related work specified elsewhere:

Section 30 05 00 – Common Work Results for All Exterior Work

Section 31 25 00 – Erosion Control

REFERENCE DOCUMENTS

Wherever WisDOT or SSHSC appears in this specification it shall be construed to mean the pertinent sections of the Wisconsin Department of Transportation, Standard Specifications for Highway and Structure Construction (SSHSC), current edition, and all supplemental and interim supplemental specifications, as they may pertain, except this contract shall be a lump sum contract and measurement and basis of payment methods shall not apply.

Where these specifications do not cover portions of the work to be undertaken, the Standard Specifications for Sewer and Water Construction in Wisconsin, current edition, shall govern the work.

REFERENCE STANDARDS

American Society for Testing and Materials (ASTM):

D1784	Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
D2564	Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems
D3034	Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
D3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
D3350	Standard Specification for Polyethylene Plastics Pipe and Fittings Materials
F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M252	Corrugated Polyethylene Drainage Pipe
AASHTO M294	Corrugated Polyethylene Pipe, 12- to 60-in Diameter
AASHTO M330	Corrugated Polypropylene Pipe, 12-to 60-in Diameter

SUBMITTALS

Provide manufacturer's product information (cut sheets), shop drawings and O&M information for storm drainage materials including:

- Pipe
- Fittings
- Pre-Cast and Cast-in-Place Structures
- Castings

Provide reports documenting all required testing and televising.

PROVISIONS FOR FUTURE WORK

Construct storm drainage system in a manner that will facilitate future extension or connection.

AS-BUILT DRAWINGS

Show the actual locations of storm drainage facilities and service lines and structures on drawings. Show changes to proposed storm drainage facilities, alignment, or grades. Show the actual locations, sizes and types of underground utilities and other features encountered during construction.

PART 2 - MATERIALS

PVC PIPE

Conform to ASTM D-3034 with solvent weld or elastomeric joints. Pipe shall be SDR-35, unless otherwise noted. Pipe over 15 inches in diameter shall meet the requirements of ASTM F679-03. Do not mix different manufacturer's products, or fittings.

PVC fittings shall be same joint type and SDR as connecting PVC storm drainage pipe.

HDPE SOLID WALL PIPE

Polyethylene Resin

Polyethylene resin used for manufacturing piping and fittings shall meet ASTM D1248 for Type III, Class C, Grade P34, Category 5, with a PPI recommended designation of PE3408 and a minimum cell classification of PE 345434C in accordance with ASTM D3350. The polyethylene compound shall be combined with carbon black to provide protection against degradation by ultraviolet light. Pipe shall be made from virgin material with no rework compound, except that obtained from the manufacturer's own production of the same formulation.

Polyethylene Piping

High density polyethylene (HDPE) piping, shall meet the requirements of AWWA C906, current version. Pipe dimensions and workmanship shall be in accordance with ASTM F714 and ASTM D2122. Pipe shall be of diameter shown on the drawings, with dimension ratio (DR) of DR11, unless otherwise noted.

Pipe, fittings, and joints shall meet or exceed the following physical properties:

<u>PROPERTY</u>	<u>ASTM TEST METHOD</u>	<u>VALUE</u>
Density, gm/cc	D1505	0.955
Melt Index, gm/10 min	D1238-E	0.10
High Load Melt Index, gm/10 min	D1238-F	12.0
Tensile Strength @ Break, psi	D638	4,500
Tensile Strength @ Yield, psi	D638	>3,200
Elongation, %	D638	>800
Flexural Modulus, psi	D790	136,000
Environmental Stress Cracking Resistance F ₂₀ , Hours (100°C)	D1693 (Cond. C)	>5,000
Brittleness Temperature, °F	D746	<-180
Melting Point, °F	D789	261
Vicat Softening Temperature, °F	D1525	255
Hardness, Shore D	D2240	66
Volume Resistivity, ohm-cm	D991	2.6 10 ¹⁶
Recommended Hydrostatic Design Stress:		1600 psi @ 73.4°F 800 psi @ 140°F

Pipe Marking

Each length of straight and special HDPE pipe and each HDPE fitting shall be plainly marked on the outside to identify the design pressure or class of pipe, proper location of the pipe or fitting in the pipeline, and the date of manufacture.

HDPE CORRUGATED WALL PIPE

Corrugated HDPE pipe with an integrally formed smooth liner. Pipes that are between 4 inch diameter and 60 inch diameter shall meet the requirements of AASHTO M252 and M294, Type S. Corrugated HDPE pipes per AASHTO M294 shall only be used for storm drainage applications outside of the pavement and areas with low utility density.

Extruded pipe and blow molded fittings per AASHTO M252 and M294 shall be manufactured from PE compounds conforming to the requirements of ASTM D3350, cell class 424420C and 435400C, respectively.

Rotational molded fittings and couplings per AASHTO M252 and AASHTO M294 shall meet the requirements of ASTM D3350, cell class 213320C.

Injection molded fittings and couplings per AASHTO M252 and AASHTO M294 shall meet the requirements of ASTM D3350, cell class 314420C.

Joints for fittings and pipe shall be soil-tight bell and spigot, provided with rubber gasket. Rubber gasket shall be installed by the pipe manufacturer.

CORRUGATED METAL PIPE

Galvanized pipe meeting the requirements of AASHTO M36. Minimum wall thickness shall be 16 Ga. for 12"-24" diameter pipe, 14 Ga. for 30" and 36" pipe, and 12 Ga. for 42"-54" diameter pipe.

Provide galvanized corrugated coupling bands with angle connectors having a minimum of 2 bolts. Coupling bands shall provide a joint that is soil tight.

INLETS & CATCH BASINS

General

Inlets and catch basins shall be round or rectangular precast concrete unless otherwise shown or required. Cast-in-place inlets may only be used after receiving written approval by the DFD Project Representative and the A/E for customized sizes and shapes.

Submit manufacturer's preproduction (shop) drawings for approval prior to the start of manufacturing.

Contractor shall verify pipe locations, sizes, orientation and elevation prior to ordering new inlets.

Precast Inlets & Catch Basins

Precast inlets, shall meet the requirements of ASTM C478.

If field conditions require a larger structure than shown on drawings contact the DFD Project Representative and the A/E.

Joints

Inlets requiring separate base and riser sections must be provided with standard pipe tongue and groove joints.

Seal joints watertight with prefabricated rubber or plastic gaskets or formed in place butyl rubber seal. Joint sealers: Kent Seal, ConSeal, MultiSeal Butyl-Tite or approved equal.

Pipe Connections

Provide custom knock-outs/cut-outs based on project and location specific conditions.

A minimum of 2" of the precast structure is required between the top of a knock-out/cut-out and the top of the structure. A minimum of 2" of precast structure is required between the side of a knock-out/cut-out and the inside face of an adjacent sidewall.

Inlet Flowline

Provide either pre-cast or cast-in-place flowline that provides positive flow through the structure. Provide bench that directs water towards the flowline.

Flowlines and benches shall be formed with gradual, uniform sweeps directed towards the downstream pipe. Provide smooth, troweled finish for flowlines.

Catch Basin Sump

Outlet pipe invert shall be located above the bottom of the catch basin as shown in the detail drawings. Sump shall be watertight.

Adjusting Rings

Fiber-reinforced pre-cast concrete adjusting rings meeting the requirements of ASTM C-478. Provide rings of 2" or 4" thickness.

Precompressed butyl gasket, 3/8" x 3 1/2" shall be used between the top of the inlet and first adjustment ring, and between all subsequent rings. Butyl material shall be E-Z Stick, or equal.

CASTINGS

General

All castings shall be heavy duty iron conforming to ASTM A48, Class 20 and rated for AASHTO H-20 loading. Provide non-rocking or machined castings with concealed pickhole.

BOARD INSULATION

Insulation shall be rigid, closed-cell extruded polystyrene insulation suitable for buried insulation. Individual boards shall have dimensions of 8'x4'x2".

Owens Corning, Dow Styrofoam, or approved equal.

LOCATOR TAPE

Detectable metallic locator tape, specifically manufactured for marking utilities.

Tape shall be a minimum of 6" wide and shall be marked "STORM".

PART 3 - EXECUTION

GENERAL

Complete exploratory excavations at utility crossings as shown on the drawings and as necessary to complete the work.

Maintain clearances between existing or proposed storm drainage lines and watermain as follows:

- 8' horizontal separation (measured center to center) between existing or proposed sanitary or storm drainage lines and watermain.
- 12" vertical separation (measured from outsides of pipes) where watermain cross over sanitary or storm drainage lines.
- 18" vertical separation (measured from outsides of pipes) where watermain cross under sanitary or storm drainage lines.

1
2 Notify the A/E and DFD Project Representative of utility conflicts as soon as they are encountered.
3

4 Store and handle pipe in accordance with manufacturers' recommendations. Keep pipes clean of soil,
5 debris and animals.
6

7 **LAYING PIPE**

8

9 Install pipe in accordance with the SSSWC and ASTM specifications that pertain to the specified type of
10 pipe material and the installation situation.
11

12 Do not use any pipe or fittings cracked in cutting or handling or otherwise not free from defects.
13

14 Clean all pipe of any dirt and/or debris both inside and outside prior to placing in the trench.
15

16 Make joints in accordance with manufacturer's directions with due care to avoid damaging pipe and/or
17 disturbing previously laid pipe.
18

19 Cut pipe only according to manufacturer's directions.
20

21 Lay all drainage pipes to horizontal alignment and grade shown on the drawings with bell ends up hill.
22 Establish and maintain horizontal alignment using total station, transit or theodolite. Discrepancies from
23 the required horizontal alignment or grade at any location shall not be greater than 0.10' or 0.05',
24 respectively.
25

26 **BEDDING/UTILITY COVER**

27

28 Provide bedding and utility cover in accordance with the applicable requirements of Section 31 23 16.13 –
29 Trenching.
30

31 Where excavation extends below the bottom of the structure's base or the trench, bring the excavation to the
32 required elevation by the use of compacted Crushed Stone Bedding.
33

34 A minimum of 12" of compacted Crushed Stone Bedding shall be placed below the structure base.
35

36 A minimum of 6" of compacted Crushed Stone Bedding shall be placed below the storm drainage pipe and
37 12" of cover material shall be placed over the storm drainage pipe (both measured at the bell of the pipe).
38

39 **STRUCTURES (MANHOLES, INLETS, CATCH BASINS)**

40

41 Structures having improper location and/or orientation of the pipe connections will be rejected. Field
42 repairs or adjustments of connection points are not permitted.
43

44 Do not connect abandoned pipes to new structures.
45

46 Limit the excavation for structures so as to provide only the necessary amount of space to sufficiently
47 prepare the subgrade, set the base, set the structure, and lay pipe. Provide adequate clearance for
48 compaction equipment and operator between structure and trench soil retention for adequate backfilling and
49 compaction.
50

51 Set structure base in accordance with elevation and location as indicated on the drawings. Install base
52 plumb and level. Install subsequent pre-cast sections in accordance with shop drawing layout. Provide
53 watertight gaskets between each section.
54
55
56

1 Inlets and Manholes

2 Pour inverts with smooth surface draining to downstream pipe. Where two or more lines meet at an angle,
3 provide curved channel. Slope bench or floor at 2 inches/ft towards flow channel.

4
5 Catch Basins

6 Verify sump is clean and watertight after connecting pipes to catch basin.

7
8 Structures shall be provided with between 4" and 8" of adjusting rings, with the top adjusting ring being 2"
9 thick. Provide butyl sealant material between rings. Once rings are in place, tuck point the exterior joint
10 and provide the entire exterior surface of the adjusting ring riser with a coating of mortar.

11
12 **CASTING INSTALLATION**

13
14 Install casting type as indicated on the drawings or in the specifications.

15
16 Provide butyl sealant material between last adjusting ring and casting base. Adjust casting elevation and
17 slope to match adjacent proposed grades.

18
19 **DRAINAGE LATERALS**

20
21 Connect existing storm drainage laterals in accordance with all of the requirements of the storm drainage
22 mains, including bedding, backfill, compaction, and jointing of the pipe. Connect drainage laterals to the
23 storm drainage main by means of an approved "wye" fitting. Connect the new pipe to the existing lateral
24 material using a no-hub coupling or approved transition fitting. Coupling/fitting shall be selected for the
25 specific pipe material being connected.

26
27 **PIPE INSULATION**

28
29 Provide insulation where indicated on the drawings.

30
31 Install insulation on compacted utility cover material, 6" above the top of the pipe. Stagger joints where
32 more than one layer of insulation is required. Provide insulation with a minimum of 1' of utility cover
33 material. Place cover and backfill material in manner that does not damage insulation; replace any
34 damaged insulation.

35
36 **LOCATOR TAPE**

37
38 Install locator tape directly above new non-metallic storm sewer pipe approximately 15 inches below
39 finished grade. Bring tape to surface and terminate in a drainage structure.

40
41 **ABANDON SEWER**

42
43 Where indicated on the drawings, existing sewer to be left in place shall be abandoned in accordance with
44 Section 3.2.24 of the SSSWC. Sewer shall not be abandoned until existing laterals have been reconnected
45 to the replacement sewer. Abandoning sewers is considered incidental to the construction.

46
47 **END OF SECTION**

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