BID NO. 105070
FUEL TANK REPLACEMENT
BADGER PRAIRIE HEALTH CARE CENTER
1100 EAST VERONA AVENUE
VERONA, WISCONSIN

Bid Deposit: 5% OF BID AMOUNT  Opening Date: JUNE 14, 2005
Performance Bond: 100% OF CONTRACT AMOUNT  Time: 2:00 P.M.

FOR INFORMATION ON THIS BID, PLEASE CONTACT:

SCOTT CARLSON, PROJECT ENGINEER
DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY & TRANSPORTATION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713
TELEPHONE NO.: 608/266-4179
FAX NO.: 608/267-1533
E-MAIL: carlson.scott@co.dane.wi.us

Bidder's Name: _________________________________
Address: ____________________________________________
BIDDING DOCUMENTS INDEX FOR BID NO. 105070

1. Project Manual Cover Page
2. Bidding Documents Index and Dane County Vendor Registration Program
3. Invitation to Bid (Legal Notice) Page
4. Instructions to Bidders
5. Bid Form
6. Sample Bid Bond
7. Sample Public Works Contract
8. Sample Performance / Payment Bond
9. Conditions of Contract
10. Supplementary Conditions

11. Specifications:
   01000 - Basic Requirements
   01508 - Recycling Section
   02115 - Underground Storage Tank Removal
   13201 - Aboveground Storage Tanks

12. Drawings:
    Figure 1 - Site Plan
    Figure 2 - Views of Work Areas

DANE COUNTY VENDOR REGISTRATION PROGRAM

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

INVITATION TO BID

The Dane County Purchasing Division, Room 425, City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703, will receive sealed bids until:

2:00 P.M., TUESDAY, JUNE 14, 2005

BID NO. 105070

FUEL TANK REPLACEMENT

BADGER PRAIRIE HEALTH CARE CENTER
VERONA, WISCONSIN

Dane County is inviting Bids for Construction Services. This project will remove an existing underground fuel storage tank and replace it with a new aboveground storage tank at this facility. Only firms with these capabilities, experience & expertise should request this packet & submit bids.

A bid package may be obtained at the Dane County Public Works, Highway & Transportation Department, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, by calling 608/266-4018, or downloading it from the web at www.co.dane.wi.us/danedept/purch/rfpsbids/display.asp. For any questions or additional information, please call Scott Carlson, Project Engineer, at 608/266-4179.

PUBLISH: MAY 19 & MAY 26, 2005 - WISCONSIN STATE JOURNAL
MAY 19 & MAY 26, 2005 - WESTERN BUILDER
INSTRUCTIONS TO BIDDERS

Fuel Tank Replacement
Badger Prairie Health Care Center
1100 East Verona Avenue
Verona, Wisconsin  53593

1. SECURING DOCUMENTS

A. Contract Documents may be obtained at:
   Dane County Department of Public Works, Highway & Transportation
   1919 Alliant Energy Center Way, Madison, Wisconsin  53713
   608/266-4018
   www.co.dane.wi.us/danedept/purch/rfpsbids/display.asp

B. If Contract Documents are obtained from the Dane County web site, Bidder is responsible to check back regularly at the web site for Addenda.

C. Deposit for Drawings and Specifications is not required.

2. BID REQUIREMENTS

A. Bidder shall submit lump sum bid for furnishing all labor, equipment, tools and materials necessary to perform all Work described in Contract Documents.

B. One (1) Bid Form shall be submitted with your Bid.  Bid Form is provided with Contract Documents; no other form or letter shall be accepted.

C. Bidders shall not add any conditions, escalator clauses of qualifying statements to Bid Form.

D. Erasures or other changes to Bid must be explained or noted, and shall be accompanied by initials of bidder.

E. Envelope containing Bid shall be clearly marked as for this project (note title at top of page). Bids shall be delivered to:
   Dane County Department of Public Works, Highway & Transportation
   c/o Dane County Purchasing Agent
   210 Martin Luther King Jr. Blvd. - Room 425
   Madison, Wisconsin  53703

F. Legally authorized official of bidder’s organization must sign Bids.

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

3. INQUIRIES

A. Written inquiries regarding intent of Contract Documents should be directed to:
   Scott Carlson, Project Engineer
   Dane County Department of Public Works, Highway & Transportation
   1919 Alliant Energy Center Way, Madison, Wisconsin  53713
   Fax: 608/267-1533

B. Bidders shall bring questions, discrepancies, omissions, conflicts or doubt as to meaning of any part of Contract Documents to attention of Department of Public Works, Highway & Transportation at least ten (10) days before due date for Bids. Prompt clarification of intent of Contract Documents shall be made available to bidders in form of Addendum. Bidder shall acknowledge all Addenda on Bid Form.

C. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform Work.

4. EXAMINATION OF SITE

A. Bidder shall carefully examine project site. Investigate all site conditions that may affect execution of Work as detailed in Contract Documents.

B. Coordinate site access activities with Facilities Manager, Greg Brockmeyer, 608/845-1244.

5. ALTERNATES

A. Each bidder shall carefully read requests for alternate bids. Thoroughly examine Drawings and Specifications to determine to what extent various changes and conditions affect Bids. Base Bid shall be considered void if alternate bids are not submitted in space available on Bid Form. Award of Contract shall be based on lowest qualified Base Bid amount.

B. Bidders shall state amount to be added or deducted from Base Bid for making changes, including all incidentals, omissions, additions, and adjustments as may be necessary of required by stated alternates.

C. See Bid Form, Section 01000 - Basic Requirements, and indicated specification sections for alternates included in this project.

6. WITHDRAWAL OF BIDS

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

7. BID OPENING

A. See Legal Notice (advertisement).
8. COMMENCEMENT AND COMPLETION OF WORK

A. Work shall commence by July 18, 2005.

B. Work shall be completed by September 2, 2005.

9. RESERVATION

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

BID NO. 105070
PROJECT: FUEL TANK REPLACEMENT
BADGER PRAIRIE HEALTH CARE CENTER

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

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

$_________________________ and _______%/100 Dollars

Written Price

$_________________________
Numeric Price

ALTERNATE BID 1:
The undersigned further agrees to add the alternate(s) portion of the Work as described, for the following addition to the Base Bid stipulated below. They further agree to honor the alternate bid for 60 days from date of contract.

Exclude County’s Builders’ Risk Insurance and include price for Contractor-provided Builder’s Risk Insurance.

$_________________________ and _______%/100 Dollars

Written Price

$_________________________
Numeric Price
**ALTERNATE BID 2:**
Remediate soil as necessary per state and federal regulations. Provide unit price per cubic yard, up to ten cubic yards.

\[
\text{Written Price} \\
$__________________________ \\
\text{Numeric Price}
\]

**ALTERNATE BID 3:**
Remediate soil as necessary per state and federal regulations. Provide unit price per cubic yard, for greater than ten cubic yards.

\[
\text{Written Price} \\
$__________________________ \\
\text{Numeric Price}
\]

**ALTERNATE BID 4:**
Fill underground tank cavity with sandy fill material and compact to 95%. Provide unit price per cubic yard for fill material.

\[
\text{Written Price} \\
$__________________________ \\
\text{Numeric Price}
\]

**ALTERNATE BID 5:**
Cover cavity with 6” of topsoil. Grade disturbed area to match the surrounding grounds.

\[
\text{Written Price} \\
$__________________________ \\
\text{Numeric Price}
\]
ALTERNATE BID 6:
Transport excess No. 2 heating oil from Work site to Dane County Highway Garage located at 2302 Fish Hatchery Road, Madison, WI.

Written Price

$ __________________________
Numeric Price

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

Addendum No(s). _________ through ___________
Dated __________________________

Dane County Human Services Department must have this project completed by September 2, 2005. Assuming this Work can be started by July 18, 2005, what dates can you commence and complete this job?

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

Name of Bidder: ________________________________________________________________
Address: ____________________________________________________________________
Telephone No.: ______________________ Fax No.: _____________________________
Contact Person: __________________________________________________________________

SIGNATURE: ___________________________________________________________________
(Bid is invalid without signature)
UNITED STATES FIDELITY AND GUARANTY COMPANY

BID BOND

BOND NUMBER ________________________________

KNOW ALL MEN BY THESE PRESENTS:

THAT ______________________________________

of ______________________________________, as Principal, and UNITED STATES FIDELITY AND

GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto____________________________________

as Oblige, in the full and just sum of______________________________

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

WHEREAS, the said Principal is herewith submitting its proposal

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered ____________________________ (Date)

______________________________ ( Seal)

______________________________ ( Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

________________________________
Attorney-in-fact
COUNTY OF DANE

PUBLIC WORKS CONTRACT

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

WHEREAS, COUNTY, whose address is c/o Assistant Director of Public Works, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Fuel Tank Replacement at Badger Prairie Health Care Center in Verona, Wisconsin including Alternate Bids 1, 2, 3, 4, 5 & 6 (“the Project”); and

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

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

1. CONTRACTOR agrees to construct, for the price of $___________ the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid Form, Conditions of Contract, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by (hereinafter referred to as “the Architect / Engineer”), and as enumerated in the specification volume Table of Contents, all of which are made a part hereof and collectively evidence and constitute the contract.

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

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

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

5. During the term of this Agreement all solicitations for employment placed on CONTRACTOR’s behalf shall include a statement to the effect that CONTRACTOR is an “Equal Opportunity Employer.”

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

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

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

9. The entire agreement of the parties is contained herein and this Contract supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that the express terms of this Contract shall not be amended in any fashion except in writing, executed by both parties.
IN WITNESS WHEREOF, COUNTY and CONTRACTOR, by their respective authorized agents, have caused this Contract and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

* * * * * * *

FOR CONTRACTOR (*):

Date Signed: ____________________________
Date Signed: ____________________________

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

* * * * * * *

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

FOR COUNTY:

Date Signed: ____________________________
Kathleen M. Falk, County Executive

Date Signed: ____________________________
Robert H. Ohlson, County Clerk

*[Print name and title, below signature line of any person signing this document]*
AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

☐ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company:

(Signature:)

Name and Title:

SURETY

Company:

(Signature:)

Name and Title:

(Corporate Seal)

(Corporate Seal)

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 16 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner’s right, if any, subsequently to declare a Contractor Default; and

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

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

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

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, or, pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor’s default; or

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

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

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

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor’s right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.3, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to obligation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

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

6.2 Additional legal, design professional and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

12 DEFINITIONS

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

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SAMPLE

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

CONTRACTOR AS PRINCIPAL
Company:
(Corporate Seal)

SURETY
Company:
(Corporate Seal)

Signature: __________________________
Name and Title: ______________________
Address: ____________________________

Signature: __________________________
Name and Title: ______________________
Address: ____________________________

AIA DOCUMENT A312 • PERFORMANCE BOND AND PAYMENT BOND • DECEMBER 1984 ED. • AIA #8
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006
THIRD PRINTING • MARCH 1987

A312-1984  3
CONDIONS OF CONTRACT

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1. BIDS AND QUOTATIONS

A. Addressing of Bids. Bids shall be addressed to the attention of Dane County Purchasing Agent and received at the Dane County Purchasing Division, 210 Martin Luther King, Jr. Blvd., Room 425, Madison, WI 53703, on or before the local time and date specified herein for the Bid Opening. Seal all bids in envelopes provided by Dane County or similar and clearly mark the front with bid number and a reference to the specified contents of the bid. All uses of the term “County” in the Bidding Documents shall mean Dane County.

B. Only One Copy Required. Unless otherwise specified, only one copy of a bid or quotation on prescribed Bid Form will be required.

C. Additional Data with Bid. Bidder may submit, on the firm’s letterhead only, additional data and information deemed advantageous to the County. The County shall hold optional the consideration of such data and information.

D. More than One Bid. Bidders desiring to submit more than one bid may do so provided such additional bid or bids are properly submitted on the Dane County Department of Public Works, Highway & Transportation’s Bid Form. Extra sets of Bidding Documents may be obtained upon request in the Dane County Department of Public Works, Highway & Transportation. All uses of the term “Department” in the Bidding Documents shall mean the Department of Public Works, Highway & Transportation, which is a unit of Dane County government.

E. Withdrawal or Late Bids. Formal bids, amendments thereto, or requests for withdrawal of a bid or any part thereof, will not be accepted if received by the County after the time of Bid Opening.

F. Preparation and Submission. All written bids, unless otherwise provided for, must be submitted on and in accordance with forms provided by the County properly signed in ink. Bids not signed by hand will not be accepted. Bidders must be registered with the Purchasing Division.

G. Products by Name. Specifications of products by name are intended to be descriptive of quality, workmanship, finish, function and approximate characteristics desired and are not
necessarily intended to be restrictive. Substitution of products for those named may be considered, provided the substitute offered is, in the opinion of the Dane County Public Works Project Engineer, equal or superior in quality, workmanship, finish, function and approximate characteristics to that specified in the Project Manual Specifications listed herein.

H. Visitation of Sites. Bidder shall visit the site(s) that will receive the intended work or installation, and in so doing, be held responsible for a job deemed satisfactory by the County after completion of Work or installation. No additional compensation shall be allowed for any condition of which bidder could have been informed.

I. Completeness. All information required by Invitation to Bid must be supplied to constitute a regular bid.

J. Bids Binding Sixty (60) Days. Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following Bid Opening date.

K. Conditional Bids. Qualified bids are subject to rejection in whole, or in part.

L. All or Part. Bids or quotations may be considered and award made for all or any part of total quantities as specified in the Contract Documents.

M. Errors. When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures in bids must be explained, with signature of bidder included.

N. Regulation by State Statutes. The bidding and letting of contracts are subject to provisions of Wisconsin Statutes 59.08 and 66.29 and all subsequent sub-sections and amendments thereof.

O. Bidders Present. The Bid Opening is the time fixed for the opening of formal bids. The Bids’ contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative. Bidders are encouraged to attend all openings, and to offer constructive suggestions for improvements to bid format or ways in which greater savings can be realized by the County.

P. Taxes. Contractor shall pay applicable State and local sales taxes.

2. GUARANTEE & BOND

A. Bid Bond / Guarantee. A Bid Bond shall accompany Bids, which shall be either a flat sum or a percentage figure as shown on the Project Manual Cover. This Bid Bond shall serve as a warrant that the successful bidder will fulfill the terms of the bid within the time limit as indicated in the bid after notice of award by the Dane County. The Bid Bond may be a certified check (note: uncertified checks will not be acceptable), a cashier’s check or a United State money order payable to the order of the Treasurer of Dane County; or on a Bid Bond with corporate surety authorized to do business in the State of Wisconsin and a warranty of attorney to confess judgment thereon attached thereto. The County will return negotiable Bid Bonds to unsuccessful bidders after awarding of bid. The County shall return a check held from a Contractor after satisfactory completion of the Contract or after receipt by the County of a Performance Bond from the Contractor, if one is required. Surety Bid Bonds will not be returned unless specifically requested by individual bidders.
B. **Guarantor Liability.** When guarantee is required, failure of bidder to furnish an acceptable Performance Bond (Article 2.C.) within twenty (20) days after receipt of notice of award shall render the guarantor liable to the County. Where bid is covered by a certified check or bond such security shall become the absolute property of the County and shall be deposited with the County Treasurer for the benefit of the County as liquidated damages. The County shall forthwith proceed to collect on the Bid Bond.

C. **Performance / Payment Bond.** When required, a guarantee that the successful bidder will faithfully perform the obligations of the bid as accepted shall be filed. Such guarantee must be a bond complying with Wisconsin Statutes Section 779.14 of the with corporate surety authorized to do business in this State, and that the Contractor or subcontractors will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with their operations prior to the acceptance of the finished work or supplies, and that they will promptly make payments to all persons supplying them with labor or materials in the execution of the Work provided for in the Contract; guarantee to indemnify and hold the County and its Agencies and employees harmless from all costs, damages and expenses growing out of or by reason of the successful bidder’s failure to comply and perform the Work and complete the Contract in accordance with the Contract Documents; attach thereto a warrant of attorney authorizing the confession of judgment thereon for the benefit of the County.

3. **SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

A. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

B. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

C. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be compared.

D. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

E. The Contractor shall review, approve and submit to the Public Works Project Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without action.

F. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the Public Works Project Engineer has approved the respective submittal. Such Work shall be in accordance with approved submittals.
G. By approving and submitting, Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

I. The Contractor shall in writing direct specific attention to revised and / or resubmitted Shop Drawings, Product Data, Samples or similar submittals, that were not requested by the Architect / Engineer or the Public Works Project Engineer on previous submittals.

J. Unless specified otherwise, Contractor shall submit three (3) copies of all Shop Drawings, Product Data, Samples or similar submittals every time a submission is made until final approval is received. After final approval, provide five (5) additional copies for distribution and such other copies as may be required.

4. AWARDS

A. Lowest Responsible Bidder. Award will be made to the lowest responsible bidder conforming to Bidding Documents or on the most advantageous bid to the County.

B. Other Considerations. Quantities involved, time of delivery, purpose for which required, competency of bidder, the ability to render satisfactory service and past performance will be considered in determining responsibility.

C. Rejection of Bids. The County reserves the right to reject any or all bids or quotations in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. The County reserves also the right to waive technical defects when in its judgment the best interests of the County thereby will be served.

D. Notice of Acceptance. Sufficient notification of acceptance of bid will be written notice of award to a bidder in the form of a Purchase Order or similar, mailed or delivered to the address shown on the Bid Form.

E. Tie Bids. If two or more bidders submit identical bids, the decision of the County to make award to one or more of such bidders shall be final. Cash discount will be taken into consideration determining an award. Also, see Article 7.A. IDENTICAL BIDDING, Antitrust Laws.

F. Qualifying Bidders. Prior to solicitation and / or awarding of bid, the County may require submission by bidder of complete financial statement and questionnaire describing bidder’s financial ability and experience in performance of similar work. Refer to Instructions to Bidders.
G. **Disqualification.** Awards will not be made to any person, firm or company in default of a Contract with the County, or to any bidder having as its sales agent or representative or as a member of the firm, any individual previously in default or guilty of misrepresentation.

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

## 5. CONTRACT PROVISIONS

A. **Acceptance Constitutes Contract.** Written acceptance by the Public Works Project Engineer of a proposal for services shall constitute a Contract, which shall bind the bidder to perform the Work as detailed in the Bidding Documents, for the amount of the bid and in accordance with all conditions of said accepted bid. A formal Contract containing all provisions of the Contract signed by both parties shall be used when required by the Public Works Project Engineer.

B. **Local Restrictions and Permits.** All work shall be done according to applicable laws, ordinances and codes. The Contractor shall procure and pay for all required permits for permanent or temporary work.

C. **Payment of Invoices.** Payment may be made only after inspection and acceptance by the using agency and approval by the Dane County Public Works Project Engineer, and, where required by ordinances, approval by the Dane County Board of Supervisors. If materials or equipment were delivered, constructed, erected, installed or tested on site, payment shall be made based on ninety-five percent (95%) of the value of all Work performed up to fifty percent (50%) of scheduled values less the total of previous payments. Authorized extra work will be included in progress payments. Payment of balances will be made only after approval and final acceptance by the County in consideration and elimination of the possibilities of imperfect work, faulty materials or equipment, liens that have been filed, or if evidence indicates the possible filing of claims.

D. **Contract Alterations.** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or authorized agent.

E. **Assignments.** No contract may be assigned, sublet or transferred without written consent of the Public Works Project Engineer.

F. **Cancellations.** A contract may be canceled or voided by the Public Works Project Engineer upon non-performance or violation of contract provisions, and an award made to the next low bidder or articles specified may be purchased on the open market. In either event, the defaulting contractor (or their surety) shall be liable to Dane County for costs to the County in excess of the defaulting contractor’s contract prices.

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

H. Non-Liability. The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Public Works Project Engineer’s opinion, is beyond the control of the Contractor. Under such circumstances, however, the Public Works Project Engineer may in the discretion, cancel the Contract.

I. Quality Assurance. Inspection of equipment, materials and / or supplies shall be made by or at the direction of the County or the Agency to which the goods are delivered, and any articles supplied that are defective, or fails in any way to meet Specifications or other requirements of the Contract, will be rejected. All laboratory tests required shall be made under the direction of the Purchasing Agent. The decision of the Purchasing Agent on acceptance shall be final.

J. Time for Completion. The Contractor agrees that the Work shall be prosecuted regularly and diligently and complete the entire project as stated in the Contract Documents.

K. Changes in the Work.
   1. Except in cases of emergency, no changes in the Work covered by the approved Contract Documents shall be made without having prior written approval of the Department. Charges or credits for the work covered by the approved change shall be determined by one of the following methods:
      a) Unit bid prices previously approved.
      b) An agreed lump sum based on actual cost of:
         1) Labor, including foremen, and all fringe benefits that are associated with their wages;
         2) Materials entering permanently into the Work;
         3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
         4) Power and consumable supplies for the operation of construction or power equipment;
         5) Workmen’s Compensation Insurance, Contractor’s Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
         6) Social Security, pension and unemployment contributions;
         7) To the cost under K.1.b) 2), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expense;
8) On that portion of the work under K.1.b) 2) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense; and

9) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.

c) Cost-Plus Work, with a not-to-exceed dollar limit, based on actual cost of:
1) Labor, including foremen, and all fringe benefits that are associated with their wages;
2) Materials entering permanently into the Work;
3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work. (Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment);
4) Power and consumable supplies for the operation of construction or power equipment;
5) Workmen’s Compensation, Contractor’s Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
6) Social Security, pension and unemployment contributions;
7) To the cost under K.1.c) 3) there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expense;
8) On that portion of the work under K.1.c) 3) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense; and
9) The Contractor shall keep and present, in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.

2. If the Contractor claims that by any instructions given by the Architect / Engineer, the Department, by drawings or otherwise, regarding the performance of the Work or the furnishing of material under the Contract, involves extra cost, the Contractor shall give the Department written notice thereof within two weeks after the receipt of such instructions and in any event before proceeding to execute the work, unless delay in executing the work would endanger life or property.

3. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect / Engineer and approved by the Department, as aforesaid, and the claim presented with the payment request submitted after the changed or extra work is completed.

4. Negotiation of cost for a change in the Work shall not be cause for the Contractor to delay prosecution of the Work if the Contractor has been authorized in writing by the Public Works Project Engineer to proceed.

L. Payments to Contractor.
1. The County will make partial payments to the Contractor for the value, proportionate to the amount of the Contract, of all labor and material incorporated in the work during the preceding calendar month upon receipt of certification from the Architect / Engineer and approval of the Department.
2. The Contractor shall submit to the Architect / Engineer a certified request for payment. The Architect / Engineer will review and approve request before sending it to the Public Works Project Engineer. Evidence may be required, and supplied on demand, that supports the request and the Contractor’s right to the payment claimed.

3. Request for payment for preparatory work and materials delivered and suitably stored at the site to be incorporated into the Work at some future period, will be given due consideration. Requests involving materials stored off the site, may be rejected; however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered conditional upon the submission by the Contractor of bills of sale and such other procedures as will adequately protect the County’s interest such as storage in a bonded warehouse with adequate coverage. If there is any error in a payment, the Contractor is obligated to notify the Department immediately, but no longer than ten (10) days from receipt of payment.

4. Payments by the County will be due within forty-five (45) days after receipt by the Department of a certified request.

5. Five percent (5%) of each request for certification will be retained until final completion and acceptance of all the Work covered by the Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at the site, the remaining payments will be made in full if the Architect / Engineer and Public Works Project Engineer find that the progress of the Work corresponds with the construction progress schedule. If the Architect / Engineer and Public Works Project Engineer find that the progress of the Work does not correspond with the construction progress schedule, up to ten percent (10%) of each request for certification may be retained for the Work completed.

6. All material and work covered by partial payments made shall become the sole property of the County. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the Contract.

7. Final payment will be made within sixty (60) days after final completion of the Work, and will constitute acceptance thereof.

8. On completion and acceptance of each separate division of the Contract, on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

9. Prior to final payment, the Contractor shall submit 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 and the County.

M. Withholding of Payments.

1. The County, after having served written notice on the said Contractor, may either pay directly any unpaid bills of which the Department has written notice, or withhold from the Contractor’s unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged. Then payment to the Contractor shall be resumed in accordance with the terms of this Contract, but in no event shall these provisions be
construed to impose any obligations upon the County to either the Contractor or the Contractor’s Surety.

2. In paying any unpaid bills of the Contractor, the County shall be deemed the Agent of the Contractor, and any payment so made by the County, shall be considered as a payment made under the Contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payment made in good faith.

3. The Contractor agrees to indemnify and hold the County, its officers, agents, servants, and employees harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance of this Contract.

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

N. Acceptance of Final Payment as Release.

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

2. The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

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

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

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

Q. Correction of Work.

1. All work, all materials whether incorporated in the Work or not, and all processes of manufacture shall at all times and places be subject to the inspection of the Architect /
Engineer and the Public Works Project Engineer who shall be the judge of the quality and suitability of the work, materials, and processes of manufacture for the purposes for which they are used. Should they fail to meet the Architect / Engineer’s and the Public Works Project Engineer’s approval they shall be reconstructed, made good, replaced or corrected, as the case may be, by the Contractor at the Contractor’s expense. Rejected material shall immediately be removed from the site.

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

6. GENERAL GUARANTEE

A. Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the County shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

1. In no event shall the making of any payment required by the Contract constitute or be construed as a waiver by County of any breach of the covenants of the Contract or a waiver of any default of Contractor and the making of any such payment by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

B. The Contractor shall remedy and make good all defective workmanship and materials and pay for any damage to other work resulting therefrom, which appear within a period of one year from the date of substantial completion, providing such defects are not clearly due to abuse or misuse by the County. The Department will give notice of observed defects with reasonable promptness.

C. Guarantee on Work executed after certified date of substantial completion will begin on the date when such Work is inspected and approved by the Architect / Engineer and the Public Works Project Engineer.

D. Where guarantees or warranties are required in sections of Contract Documents for periods in excess of one year, such longer terms shall apply; however, the Contractor’s Performance / Payment Bond shall not apply to any guarantee or warranty period in excess of one year.

7. IDENTICAL BIDDING

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

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

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

A. Affirmative Action Provisions. During the term of its Contract, Contractor agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, available to all employees, service recipients and applicants for this paragraph. The listing of prohibited bases for discrimination shall no be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.

B. Contractor is subject to this paragraph only if Contractor has ten (10) or more employees and receives $10,000.00 or more in annual aggregate contracts with County. Contractor shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Contract and failure to do so by said date shall constitute ground for immediate termination of the Contract by County. During the term of this Contract, Contractor shall also provide copies of all announcements of employment opportunities to the County’s Contract Compliance Office, and shall report annually the number of persons, by race, sex and handicap status, which apply for employment and, similarly classified, the number hired and the number rejected.

C. Contact the Dane County Contract Compliance Officer at Dane County Contract Compliance Office, 210 Martin Luther King, Jr. Blvd., Room 421, Madison, WI 53703, 608/266-4114.

D. In all solicitations for employment placed on Contractor’s behalf during the term of this Contract, Contractor shall include a statement to the effect the Contractor is an “Equal Opportunity Employer.”

E. Contractor agrees to furnish all information and reports required by County’s Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and the provision of this Contract.

F. Minority / Women / Disadvantaged Business Enterprises. Section 19.70 of the Dane County Code of Ordinances is the official policy of Dane County to fully utilize Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs) and Disadvantage Business Enterprises (DBEs).

G. The Contractor may utilize MBEs / WBEs / DBEs as subcontractors or suppliers. A list of subcontractors will be required of the low bidder as stated in this Contract. The list shall
indicate which subcontractors or suppliers are MBEs / WBEs / DBEs and what percentage of subcontract is awarded, shown as a percentage of the total dollar amount of the bid.

10. INSURANCE REQUIREMENTS

A. The Contractor shall indemnify, hold harmless and defend the County, its boards, commissions, agencies, officers, employees and representatives from and against all claims, damages, losses and expenses including attorneys’ fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

B. In any and all claims against the County or any of its boards, commissions, agencies, officers, employees or representatives or by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker’s compensation acts, disability benefits or other employee benefit acts.

C. The obligations of the Contractor under this Contract shall not extend to the liability of the Architect, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or (2) the giving of or the failure to give directions or instruction by the Architect, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

D. The County shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

E. Insurance to be Carried by Contractor. The Contractor in order to protect itself and the County shall not commence work under this Contract until obtaining all the insurance required and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on the subcontract until the insurance required of the subcontractor has been so obtained and approved.

1. Worker’s Compensation Insurance
   The Contractor shall procure and shall maintain during the life of this Contract, Worker’s Compensation Insurance as required by statute for all of its employees to be engaged in work at the site of the project under this Contract and, in case of such work sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor’s Worker’s Compensation Insurance.

2. Contractor’s Public Liability and Property Damage Insurance
   The Contractor shall procure and maintain during the life of this Contract, Contractor’s Public Liability Insurance and Contractor’s property damage insurance in an amount not
less than $1,000,000.00 per occurrence for bodily injury and death, and Contractor’s Property Damage Insurance in an amount not less than $1,000,000.00 and shall be primary with Dane County as a “Additional Insured”.

3. **Auto Liability Insurance**
   The Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than $1,000,000.00 and shall be primary with Dane County as an “Additional Insured”.

F. The Contractor either (1) shall require each of the subcontractors to procure and to maintain during the life of the subcontract, subcontractor’s Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of the type and in the same amount specified in the preceding paragraphs; or (2) insure that activities of the subcontractors in their own policy.

G. The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: “The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County.”

H. **Protection to be Provided by the County.** The County shall provide a Builder’s Risk policy the terms of which will be made available by the County’s Risk Manager upon the Contractor’s request. By executing this contract, the Contractor warrants it is familiar with the terms of said policy.
SUPPLEMENTARY CONDITIONS

1. PREVAILING WAGE RATE DETERMINATION

A. The following supplements shall modify, delete, and/or add to the Conditions of Contract. Where any article, paragraph, or subparagraph in the Conditions of Contract is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplementary provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the Conditions of Contract is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

1. Conditions of Contract. The following Prevailing Wage Rate Determination No. [XYZ] is added to the Conditions of Contract.
SECTION 01000
BASIC REQUIREMENTS

PART 1 GENERAL

1.1 SECTION SUMMARY

A. Section Includes:
   1. Section Summary
   2. Summary of Work
   3. Contractor Use of Premises
   4. Applications for Payment
   5. Alternates
   6. Coordination
   7. Cutting and Patching
   8. Conferences
   9. Progress Meetings
  10. Submittal Procedures
  11. Proposed Products List
  12. Shop Drawings
  13. Product Data
  14. Manufacturers' Instructions
  15. Manufacturers' Certificates
  16. Quality Assurance / Quality Control of Installation
  17. References
  18. Interior Enclosures
  19. Protection of Installed Work
  20. Parking
  21. Progress Cleaning
  22. Products
  23. Transportation, Handling, Storage and Protection
  24. Product Options
  25. Substitutions
  26. Starting Systems
  27. Demonstration and Instructions
  28. Contract Closeout Procedures
  29. Final Cleaning
  30. Adjusting
  31. Operation and Maintenance Data
  32. Spare Parts and Maintenance Materials

1.2 SUMMARY OF WORK

A. Project Description: Perform work as specified in the following steps and in accordance with the Contract Documents.
1. Provide new aboveground fuel storage tank (AST) and associated piping and controls. Tank shall be a minimum of 7000 gallon capacity. Locate tank outside existing powerhouse, near northwest corner of building. Verify exact location with Owner and Public Works Project Engineer. Protect tank from tampering and traffic. Test and troubleshoot operation and performance of all systems.

2. Remove any fuel from existing 20,000 gallon underground fuel storage tank (UST) and piping. Unearth, disconnect, and remove existing fuel tank and associated piping, controls, etc. Appropriately recycle, reuse or dispose of these materials. Seal and waterproof any building penetrations, even if reused.

3. Test soil and remove any obvious contamination present of less than one-half of a cubic yard. Report all findings to Public Works Project Engineer and appropriate state and federal agencies.

4. Coordinate entire construction schedule and hours with Badger Prairie Health Care Center; project shall not interfere with facility access, usage and operations.

5. A simplified Site Plan for this project is part of these Contract Documents. This project description shall hereafter be referred to as “the Work”.

B. Work by Owner: Replant grass at site of UST work.

C. Permits: Prior to commencement of Work, Contractor to secure any and all necessary permits, licences and certificates for completion of Work and facility occupancy.

1.3 CONTRACTOR USE OF PREMISES

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

1.4 APPLICATIONS FOR PAYMENT

A. Submit two (2) copies of each application on AIA Form G702 or approved contractors invoice form.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Payment Period: Weekly.

1.5 ALTERNATES

A. Alternates quoted on Bid Form shall be reviewed and accepted or rejected at the Owner's option.

B. Coordinate related work and modify surrounding work as required.

C. Schedule of Alternates:
   1. Builders’ Risk Insurance: Exclude County’s Builders’ Risk Insurance and include price for Contractor-provided Builder’s Risk Insurance.
2. Soil Remediation - Small Quantity: Remediate soil as necessary per state and federal regulations. Provide unit price per cubic yard, up to ten cubic yards.
3. Soil Remediation - Large Quantity: Remediate soil as necessary per state and federal regulations. Provide unit price per cubic yard, for greater than ten cubic yards.
4. Backfill: Fill underground tank cavity with sandy fill material and compact to 95%. Provide unit price per cubic yard for fill material.
5. Topsoil: Cover cavity with 6” of topsoil. Grade disturbed area to match the surrounding grounds.
6. Oil Transportation: Transport excess No. 2 heating oil from Work site to Dane County Highway Garage located at 2302 Fish Hatchery Road, Madison, WI.

1.6 COORDINATION

A. Coordinate scheduling, submittals, and Work of various sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.

B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.

C. Coordinate space requirements and installation of mechanical and electrical work that are indicated diagrammatically on Drawings.

1.7 CUTTING AND PATCHING

A. Employ a skilled and experienced installer to perform cutting and patching new Work; restore Work with new Products.

B. Submit written request in advance of cutting or altering structural or building enclosure elements.

C. Fit Work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

D. Refinish surfaces to match adjacent finishes.

1.8 CONFERENCES

A. Dane County Department Public Works, Highway & Transportation will schedule a preconstruction conference after Award of Contract for all affected parties.

B. When required in individual Specification section, convene a pre-installation conference at project site prior to commencing work of the section.
1.9 PROGRESS MEETINGS
A. Owner shall schedule and administer meetings throughout progress of Work at minimum of one (1) per week.
B. Owner shall preside at meetings, record minutes, and distribute copies within two (2) days to those affected by decisions made.

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

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

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

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

1.14 MANUFACTURERS' INSTRUCTIONS
A. When specified in individual Specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
1.15 MANUFACTURERS' CERTIFICATES
   A. When specified in individual Specification sections, submit manufacturers' certificate to Public Works Project Engineer for review, in quantities specified for Product Data.
   B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

1.16 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION
   A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
   B. Comply fully with manufacturers' instructions.
   C. Comply with specified standards as minimum quality for Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

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

1.18 INTERIOR ENCLOSURES
   A. Provide temporary partitions as required to separate Work areas from Owner occupied areas, to prevent distribution of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.

1.19 PROTECTION OF INSTALLED WORK
   A. Protect installed Work and provide special protection where specified in individual Specification sections.

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

1.21 PROGRESS CLEANING
   A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
1.22 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of Work. Products may also include existing materials or components specifically identified for reuse.

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

1.23 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.24 PRODUCT OPTIONS

A. Where definite material is specified, it is not intention to discriminate against "equal" product made by another manufacturer. Intention is to set definite standard of material quality. Should bidder choose to bid materials other than those specified, bidder shall submit said materials specifications to Department Public Works, Highway & Transportation for approval at least five (5) days prior to bid opening.

B. Products and materials that are not specified, but have been approved for use by Public Works Project Engineer shall be identified in addenda to all bidding contractors.

C. Requests for material or product substitutions submitted after bid opening may be considered. Dane County reserves right to approve or reject substitutions based on Specification requirements and intended use.

1.25 SUBSTITUTIONS

A. Public Works Project Engineer shall consider requests for Substitutions only up to five (5) days prior to date of bid opening.

B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

C. Submit three (3) copies of requests for Substitution for consideration. Limit each request to one (1) proposed Substitution.

D. Substitutions shall not change contract price established at bid opening.

1.26 STARTING SYSTEMS

A. Provide written notification prior to start-up of each equipment item or system.

B. Ensure that each piece of equipment or system is ready for operation.
C. Execute start-up under supervision of responsible persons in accordance with manufacturers’ instructions.

D. Submit written report that equipment or system has been properly installed and is functioning correctly.

1.27 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of Products to Owner's personnel prior to date of final inspection.

B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.

1.28 CONTRACT CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and Work is complete in accordance with Contract Documents and ready for Public Works Project Engineer's inspection.

B. Submit final Application for Payment identifying total adjusted Contract Sum / Price, previous payments, and amount remaining due.

1.29 FINAL CLEANING

A. Execute final cleaning prior to final inspection.

B. Clean interior and exterior surfaces exposed to view.

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

1.30 ADJUSTING

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

1.31 OPERATION AND MAINTENANCE DATA

A. Provide operation and maintenance data for all mechanical equipment supplied and installed in project.

1.32 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide Products, spare parts, maintenance and extra materials in quantities specified in individual Specification Sections.

B. Deliver to Work site and place in location as directed.
PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION
SECTION 01508
RECYCLING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Waste Management Goals.
   3. Reuse.
   5. Materials Sorting and Storage On Site.
   6. Waste Management Plan Form

B. Related Sections:
   1. Section 01000 - Basic Requirements.
   2. Section 02115 - Underground Storage Tank Removal.
   3. Section 13201- Aboveground Storage Tanks.

1.2 WASTE MANAGEMENT GOALS

A. Dane County requires that as many waste materials as possible produced as result of this project be salvaged, reused or recycled in order to minimize impact of construction waste on landfills and to minimize expenditure of energy and cost in fabricating new materials.

B. Contractor shall develop, with assistance of Public Works Project Engineer, Waste Management Plan (WMP) for this project. Outlined in Section 1.5 of this Specification are examples of materials that can be recycled or reused as well as recommendations for waste sorting methods.

1.3 WASTE MANAGEMENT PLAN

A. Contractor shall complete WMP and include cost of recycling / reuse in his Bid. WMP will be submitted to Dane County Department of Public Works Project Engineer within fifteen (15) days of bid opening date. WMP form is in this Section. Submittal shall include cover letter and WMP form with:
   1. Information on:
      a. Types of waste materials produced as result of work performed on site.
      b. Estimated quantities of waste produced.
      c. Identification of materials with potential to be recycled or reused (based on sample WMP).
      d. Transportation methods.
      e. Destinations.
1.4 REUSE

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

1.5 RECYCLING

A. Following materials can be recycled in Dane County area:
   1. Wood.
   2. Wood Pallets.
   3. Fluorescent Lamps.
   4. Foam Insulation & Packaging (extruded and expanded).
   5. PVC Plastic (pipe, siding, etc.).
   6. Concrete.
   7. Corrugated Cardboard.
   8. Metal.
   12. Solvents.

1.6 MATERIALS SORTING AND STORAGE ON SITE

A. Contractor shall provide separate containers for recyclable materials. Number of containers will be dependent upon project and site conditions.

B. Contractor shall provide on-site locations for subcontractors supplied recycling containers to help facilitate recycling.
1.7 WASTE MANAGEMENT PLAN FORM

A. Contractor Information:
Name: ____________________________
Address: __________________________
Phone No.: __________________ Recyclng Coordinator: _______________________

B. Indicate materials to be produced at project site, estimate quantities, state method of transportation, and indicate recycling company or disposal site to receive materials.

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>ESTIMATED QUANTITY</th>
<th>DISPOSAL METHOD (CIRCLE ONE)</th>
<th>RECYCLING COMPANY OR DISPOSAL SITE</th>
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<tbody>
<tr>
<td>Salvaged and reused building materials</td>
<td>cu. yds.</td>
<td>Self-Haul or Hauler</td>
<td>Hauler Name: ____________________</td>
</tr>
<tr>
<td></td>
<td>tons</td>
<td>Hauler Name: ____________________</td>
<td></td>
</tr>
<tr>
<td>Wood</td>
<td>cu. yds.</td>
<td>Self-Haul or Hauler</td>
<td>Hauler Name: ____________________</td>
</tr>
<tr>
<td></td>
<td>tons</td>
<td>Hauler Name: ____________________</td>
<td></td>
</tr>
<tr>
<td>Wood Pallets</td>
<td>units</td>
<td>Self-Haul or Hauler</td>
<td>Hauler Name: ____________________</td>
</tr>
<tr>
<td>Fluorescent Lamps</td>
<td>cu. ft.</td>
<td>Self-Haul or Hauler</td>
<td>Hauler Name: ____________________</td>
</tr>
<tr>
<td></td>
<td>lbs.</td>
<td>Hauler Name: ____________________</td>
<td></td>
</tr>
<tr>
<td>Foam Insulation</td>
<td>cu. ft.</td>
<td>Self-Haul or Hauler</td>
<td>Hauler Name: ____________________</td>
</tr>
<tr>
<td></td>
<td>lbs.</td>
<td>Hauler Name: ____________________</td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td>cu. ft.</td>
<td>Self-Haul or Hauler</td>
<td>Hauler Name: ____________________</td>
</tr>
<tr>
<td></td>
<td>lbs.</td>
<td>Hauler Name: ____________________</td>
<td></td>
</tr>
<tr>
<td>PVC Plastic</td>
<td>cu. ft.</td>
<td>Self-Haul or Hauler</td>
<td>Hauler Name: ____________________</td>
</tr>
<tr>
<td></td>
<td>lbs</td>
<td>Hauler Name: ____________________</td>
<td></td>
</tr>
<tr>
<td>Corrugated Cardboard</td>
<td>cu. ft.</td>
<td>Self-Haul or Hauler</td>
<td>Hauler Name: ____________________</td>
</tr>
<tr>
<td></td>
<td>lbs.</td>
<td>Hauler Name: ____________________</td>
<td></td>
</tr>
<tr>
<td>Metals</td>
<td>cu. yds.</td>
<td>Self-Haul or Hauler</td>
<td>Hauler Name: ____________________</td>
</tr>
<tr>
<td></td>
<td>tons</td>
<td>Hauler Name: ____________________</td>
<td></td>
</tr>
<tr>
<td>Carpet Padding</td>
<td>cu. ft.</td>
<td>Self-Haul or Hauler</td>
<td>Hauler Name: ____________________</td>
</tr>
<tr>
<td></td>
<td>lbs.</td>
<td>Hauler Name: ____________________</td>
<td></td>
</tr>
<tr>
<td>Gypsum Drywall</td>
<td>cu. yds.</td>
<td>Self-Haul or Hauler</td>
<td>Hauler Name: ____________________</td>
</tr>
<tr>
<td></td>
<td>tons</td>
<td>Hauler Name: ____________________</td>
<td></td>
</tr>
<tr>
<td>Products</td>
<td>Quantity</td>
<td>Self-Haul or Hauler</td>
<td>Hauler Name</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------</td>
<td>---------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Barrels &amp; Drums</td>
<td>_______</td>
<td>_______ units</td>
<td>Self-Haul or Hauler</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hauler Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Solvents</td>
<td>_______</td>
<td>_______ gallons</td>
<td>Self-Haul or Hauler</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hauler Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Other</td>
<td>_______</td>
<td>_______</td>
<td>Self-Haul or Hauler</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hauler Name:</td>
<td>Name:</td>
</tr>
</tbody>
</table>

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

**END OF SECTION**
SECTION 02115
UNDERGROUND STORAGE TANK REMOVAL

PART 1 GENERAL

1.1 SUMMARY

A. Scope of Work Includes:
1. Notification of state and local authorities; development of Closure Assessment and Site Safety Plans; site demolition; other pre-closure activities.
2. Preparing tank for removal and purging tank of flammable vapors.
3. Removal and safe disposal of 20,000 gallon heating fuel underground storage tank (UST) and associated piping.
4. Cleaning tank and proper handling and disposal of contaminated tank wastes and sludge.
5. Performing assessment of tank site, sampling and testing soil and groundwater for possible contamination.
6. Backfilling and restoring tank site (if Alternate Bid is accepted).
7. Preparing Closure Assessment Report(s) within 30 days of date of tank removal, documenting all actions taken by Contractor and lab test results.

B. Related Sections:
1. Section 01000 - Basic Requirements.
2. Section 01508 - Recycling.
3. Section 13201 - Aboveground Fuel Storage Tanks.

1.2 REFERENCES

A. Wisconsin Administrative Code:
1. ILHR 10 - Flammable & Combustible Liquids.

B. American Petroleum Institute Publications:
1. API 1604 - Removal and Disposal of Used Underground Petroleum Storage Tanks.

C. National Fire Protection Association:
2. NFPA 327 - Standard Procedures for Cleaning and Safeguarding Small Tanks.

1.3 SYSTEM DESCRIPTION

A. Existing UST: 20,000 gallon fuel UST is located under grass at northwest corner of property. UST was installed circa early 1970s. Approximately 3,600 gallons of heating oil have been used and approximately 16,400 gallons remain within tank.
1.4 SUBMITTALS
A. Section 01000 - Basic Requirements: Submittal Procedures.
B. Test Reports: Indicate test results of soil samples.
C. Certificates: Submit certificates for tank removal company and site personnel issued by State of Wisconsin DILHR.
D. Disposal Records: Submit documentation satisfactory to Owner, attesting to final and legal disposal of waste materials removed from site.

1.5 CLOSEOUT SUBMITTALS
A. Project Record Documents: Record actual locations of UST removal, capped piping, and electrical services.

1.6 QUALITY ASSURANCE
A. Perform Work in accordance with following:
   1. United States Environmental Protection Agency.
   2. State of Wisconsin DILHR and DNR.
   3. City of Madison Fire Department requirements.
B. Obtain and pay for necessary permits and certificates required and give proper notices for and during performance of site demolition and tank removal work.
C. Provide adequate fire protection.
D. Provide protection for adjacent private property.

1.7 QUALIFICATIONS
A. Tank Removal Company: Company specializing in performing work of this section with minimum 5 years experience and certified by Wisconsin DILHR.
B. Removal, Testing, and Inspection Site Personnel: Individuals specializing in performing work of this section with minimum 5 years experience and certified by Wisconsin DILHR.

1.8 ENVIRONMENTAL REQUIREMENTS
A. Section 01000 - Basic Requirements: Quality Assurance / Quality Control of Installation; Transportation, Handling, Storage and Protection.
B. State and local code requirements shall control handling, storage, transportation, and disposal of solid wastes, contaminated soils and excavation water, tank scrap materials, hazardous or non-hazardous tank bottom wastes, and other demolition materials.
C. Prevent surface runoff from entering excavation.
D. Prevent erosion of soil stockpile to prevent spreading uncontaminated or contaminated soil.

1.9 COORDINATION

A. Section 01000 - Basic Requirements: Coordination.
B. Coordinate Work with Owner for tank removal.
C. Notify in writing local fire department chief, local Wisconsin Department of Industry, Labor & Human Relations (DILHR) authorized agent, and Public Works Project Engineer of closure schedule at least 15 to 30 days prior to removal of UST. Obtain permits, coordinate with local fire officials, and comply with local ordinances governing tank closures.
D. Notify Digger’s Hotline of work plan and obtain necessary clearances to proceed.
E. Tank removals must be properly documented. Documentation shall conform to minimum requirements listed in Wisconsin Administrative Code ILHR 10, Appendix B.
F. Prepare Closure Assessment Report, documenting all tank removal and site assessment activities, analysis results, and other documentation within 30 days of removal date. Copies of report should be sent to necessary governing agencies including Public Works Project Engineer.

PART 2 PRODUCTS

2.1 BACKFILL AND COVER MATERIALS
A. Backfill: Sandy Backfill Material; only if Alternate Bid is accepted.
B. Topsoil: Six-inch cover; only if Alternate Bid is accepted.

2.2 ACCESSORIES
A. Plastic:
   1. Provide plastic cover in accordance with State or Local regulations.

PART 3 EXECUTION

3.1 EXAMINATION
A. Section 01000 - Basic Requirements: Summary of Work; Coordination.
B. Verify location of UST to be removed.
3.2 PREPARATION
A. Notify regulating agencies regarding UST removal activities.
B. Obtain licenses, certificates, permits, and inspections required for UST removal and disposal.
C. Notify affected utility companies before starting the Work and comply with their requirements; Digger’s Hotline to mark location of utilities in the Work area.
D. Permanently disconnect storage system-related electrical circuits before initiation of excavation work.
E. Provide and maintain fencing around site and provide protective barricades, signs, warning lights, and/or other equipment necessary to keep site safe under all circumstances or as determined necessary by Public Works Project Engineer.
F. No excavation shall be left unattended without adequate protection.
G. Protect paving, sidewalks, curbs, gutters, and landscaping that will remain in place.
H. Provide appropriate erosion control measures and keep streets, walks and all other adjacent paved areas clean and swept clear of dirt, mud and debris that are deposited as result of this operation.

3.3 EXCAVATION
A. Remove cover over UST including concrete and soil, as needed to facilitate UST removal.
B. Stockpile removed soil.
C. Stockpile soil exhibiting potential contamination, separate from uncontaminated soil.
D. Store contaminated soil on plastic and cover with plastic until soil testing and analysis is complete.
E. Remove below grade items encountered such as slabs or foundations that interfere with UST removal.
F. Inert demolition materials may be deposited in bottom of excavation prior to placement of backfill. Demolition materials not suitable for backfill are property of Contractor unless indicated otherwise, and shall be removed from site and properly disposed.

3.4 UNDERGROUND STORAGE TANK DECOMMISSIONING
A. Before excavation starts, pump out product residuals and sludge into storage tanks or tanker transport in accordance with DILHR regulations. Any remaining product at least
two inches above tank bottom or accumulated water level, whichever is higher, is considered reusable in new aboveground storage tank (AST) and shall be removed by Contractor using explosion proof pumping equipment and recycled to new AST.

B. Excavate to top of tank. Remove drop tube, fill pipe, gauge pipe, vapor recovery fitting and other tank fixtures. Maintain vent line until tank is purged. Plug all tank openings.

C. Carefully drain piping completely into tank to avoid spillage to excavation area. Disconnect product piping from tank.

D. Remove piping runs to / from powerhouse.

E. Purge tanks of flammable vapors in accordance with API 1604.

F. Remaining UST bottom wastes shall be removed from tank and properly disposed in accordance with Contractor's Waste Management Plan. Wastes may be classified as either hazardous or non-hazardous depending upon flammable characteristics of UST contents. Contractor shall determine if waste materials are hazardous and handle accordingly. Liquid and sludge wastes classified as hazardous must be handled, transported and disposed in accordance with DNR hazardous waste regulations.

G. Document chain of custody and disposal method used. Owner agency will arrange for EPA Hazardous Waste Generator ID Number, if needed.

H. After purging UST, flush tank sides, remove sludge, and pressure wash entire tank. Remove tank contents and legally dispose.

I. Tank removals must be properly documented. Documentation shall conform to minimum requirements listed in Wisconsin Administrative Code ILHR 10, Appendix B.

J. Remove and / or demolish all plumbing, mechanical and electrical components not requiring salvage or reuse.

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

3.5 UNDERGROUND STORAGE TANK REMOVAL AND BACKFILL

A. Carefully remove UST and accessories and legally dispose. Do not crush or cut UST on site. Remove UST from excavation and place it on level surface, and block to prevent movement. Use screwed plugs to plug any corrosion holes in tank shell.

B. Remove concrete pad underlying UST when indication of contamination within excavation is discovered and integrity of concrete pad is questionable.

C. Break-up concrete pads left in place.
D. Field instruments including photoionization detectors (PIDs), flame ionization detectors (FIDs), and portable gas chromatographs (GCs) may be used for field screening of soil samples and to choose samples for lab testing by certified lab. Field instruments shall be used in accordance with DNR approved techniques, Wisconsin Administrative Code ILHR 10, Appendix B.

E. Soil samples shall be taken following recommended procedures in DNR publication, “Site Assessments for Underground Tanks” and in Wisconsin Administrative Code, ILHR 10 Appendix B, and submitted to DNR certified lab for appropriate analysis per DNR requirements. Soil samples and lab tests shall be included in base bid for each tank, including heating oil tanks less than 4000 gals. If additional samples and lab tests are needed, they will be paid as extra based on actual costs.

F. If obvious contamination exists, Contractor shall immediately notify Public Works Project Engineer. If free product, heavily saturated soils, or other conditions dictate that remedial investigation and extensive corrective actions will be needed for clean closure, soil sampling and lab testing may not be completed, and excavation shall be protected by backfilling filling with clean soil or providing temporary barricade as directed by Public Works Project Engineer.

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

H. Completely fill below grade areas and voids resulting from demolition of structures and tank removal.

3.6 WASTE DISPOSAL

A. Collect waste from construction area, daily. Comply with requirements of Wisconsin DILHR and NFPA 241 for removal of combustible waste material and debris.

B. Handle hazardous, dangerous or unsanitary waste materials separately from other waste, containerize properly, and legally dispose off-site.

C. Remove debris, rubbish, and other materials resulting from tank removal operations. Transport and legally dispose off-site.
   1. When hazardous materials are encountered during tank removal operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.
   2. Burning of removed materials is not permitted on project site.
   3. Properly ventilate heating oil storage tank to abate explosion possibility during disposal handling.
   4. Pay for required weighing and measuring fees and charges to legally dispose waste materials off-site.

D. Remove contaminated soil and legally dispose off-site.

E. Remove excess uncontaminated excavated material from site.
3.7 FIELD QUALITY CONTROL

A. Visually inspect for soil possible contamination.

B. When possible contamination is discovered during tank excavation, collect soil samples and test soil in accordance with State or Local regulations for contamination to determine soil disposal requirements.

END OF SECTION
SECTION 13201
ABOVEGROUND STORAGE TANKS

PART 1 GENERAL

1.1 SUMMARY

A. Scope of Work Includes:
   1. Notification of state and local authorities; and site preparation.
   2. All materials, labor, equipment, and supervision necessary to install minimum 7000 gallon double-walled aboveground petroleum storage tank (AST) with appropriate openings and appurtenances to meet needs of system required in these Specifications and Drawings.
   3. Finished product of the Work shall comply with all applicable administrative regulatory codes.

B. Related Sections:
   1. Section 01000 - Basic Requirements.
   2. Section 01508 - Recycling.
   3. Section 13201 - Aboveground Fuel Storage Tanks.

1.2 REFERENCES

A. Wisconsin Administrative Code:
   1. ILHR 10 - Flammable & Combustible Liquids.

B. Underwriters Laboratories, Inc.:
   1. UL Standard 142 - Standard for Steel Aboveground Tanks for Flammable and Combustible Liquids.

C. National Fire Protection Association:
   1. NFPA 30 - Flammable and Combustible Liquids Code.
   2. NFPA 30A - Automotive and Marine Service Station Code
   3. NFPA 31 - Standard for the Installation of Oil-Burning Equipment

1.3 SYSTEM DESCRIPTION

A. New Aboveground Storage Tank (AST): Minimum 7000 gallon No. 2 fuel storage located outside north side, west corner of powerhouse. AST to provide backup fuel source for powerhouse boilers.
1.4 SUBMITTALS

A. Section 01000 - Basic Requirements: Submittal Procedures.

B. Shop Drawings: Submit manufacturer's pre-production shop drawings showing details of construction and materials for AST systems to Public Works Project Engineer for approval prior to start of installation.

C. Certificates: Submit certificates for AST installation and site personnel issued by State of Wisconsin DILHR.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of AST, all piping and dispenser connections, electrical power and instrumentation routing, and other points of connection made as part of this project and for future connections on original drawings prepared by installing Contractor / subcontractor. Include copies of Record Drawings with Operations and Maintenance manual.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with following:
   1. United States Environmental Protection Agency.
   2. State of Wisconsin DILHR and DNR.
   3. City of Madison Fire Department requirements.
   4. Public utility company requirements.

B. Obtain and pay for necessary permits and certificates required and give proper notices for and during performance of the Work.

1.7 PROTECTION OF EXISTING WORK AND FACILITIES

A. Verify locations of, and protect, any signs, paved surfaces, buildings, structures, sidewalks, landscaping, streetlights, hydrants, data transmission, utilities, and all other such facilities and improvements that may be encountered or interfered with during progress of the Work, both inside and outside construction limits.

B. Notify affected utility companies before starting the Work and comply with their requirements; Digger’s Hotline to mark location of utilities in the Work area.

C. Take all measures necessary to safeguard all existing work and facilities that are outside limits of the Work or items that are within construction limits but are intended to remain.

D. Provide and maintain adequate catch platforms, warning lights, barricades, guards, weather protection, dust protection, fences, planking, bracing, shoring, piling, signs, and other items required for proper protection of work.
E. Provide protection for workmen, public, adjacent construction, and occupants of existing building(s).

F. Burning of debris on property not permitted.

G. Provide adequate fire protection.

H. Explosives shall not be used.

I. Provide protection for adjacent private property.

J. Proper erosion control practices shall be employed to minimize surface runoff to adjacent properties, nearby streams, or other surface waters. Refer to Section 02115 - Underground Storage Tank Removal.

K. Be responsible for any public sidewalk, curb, gutter or street paving damaged by any operation under this contract, and be responsible for repair of all damage in compliance with local municipality rules and regulations at no additional expense to the County.

L. Make repairs or provide new replacement of all damage that is not part of the Work on project site or to adjacent property to Public Works Project Engineer's satisfaction.

1.8 NOTIFICATION / PERMITS

A. Notify in writing City of Madison Fire Department Chief, local Wisconsin Department Industry, Labor & Human Relations (DILHR) authorized agent, and Public Works Project Engineer of installation schedule at least 15 days prior to beginning tank installation work. Obtain permits, coordinate with local fire officials, and comply with local ordinances governing aboveground tank installations.

1.9 QUALIFICATIONS

A. Tank Installation Company: Company specializing in performing work of this section with minimum 5 years experience and certified by Wisconsin DILHR.

B. Installation, Testing, and Inspection Site Personnel: Individuals specializing in performing work of this section with minimum 5 years experience and certified by Wisconsin DILHR.

1.10 ENVIRONMENTAL REQUIREMENTS

A. Section 01000 - Basic Requirements: Quality Assurance / Quality Control of Installation; Transportation, Handling, Storage and Protection.

B. State and local code requirements shall control handling, storage, transportation, and disposal of solid wastes, contaminated soils, scrap materials, hazardous or non-hazardous wastes, and other construction / demolition materials.
1.11 COORDINATION

A. Section 01000 - Basic Requirements: Coordination.

B. Coordinate Work with Public Works Project Engineer for tank installation.

C. Notify Digger’s Hotline of work plan and obtain necessary clearances to proceed.

D. Tank installations must be properly documented. Documentation shall conform to minimum requirements listed in Wisconsin Administrative Code ILHR 10.

PART 2 PRODUCTS

2.1 GENERAL

A. Conform all materials to size and type shown on drawings or as called for in specifications and to applicable Laws, Codes, and Ordinances.

B. All products and materials are to be new, undamaged, clean, and in good condition. Existing products and materials are not to be reused unless specifically indicated.

C. Be responsible for safe storage and handling of all materials utilized in the Work including any materials furnished by Owner. Store all materials in areas designated by Public Works Project Engineer. Store and / or handle materials to not adversely affect traffic, drainage, fire protection, or public safety. Inconveniences to public from storage and handling of materials shall be kept to minimum.

D. Perform all work in accordance with any applicable manufacturer's instructions.

2.2 ABOVEGROUND TANKS - STEEL DOUBLE WALL TANKS

A. AST system shall include:
   1. Spill containment basin to match tank capacity;
   2. 2-inch standard vent with weatherproof vent cap;
   3. 6-inch emergency vent with weatherproof vent cover;
   4. 18-inch minimum top manway;
   5. Interstitial leak monitoring system;
   6. Top-entry float gauge in addition to any other appurtenances required for system;
   7. All appurtenances shall meet requirements set forth in ILHR 10.415; and
   8. Connected ladder, stairway, or rungs to gain access to top of tank.

B. No. 2 fuel oil AST shall be made of steel in accordance with NFPA 30 Chapter 2 and DILHR 10.415 for use with No. 2 fuel oil product.

C. AST shall be built in accordance with recognized standards of design. AST shall be built and installed within scope of Standards for Steel Aboveground Tanks for Flammable and
Combustible Liquids, and UL 142 or UL 2085. AST shall bear either UL 142 label or UL 2085 label specifying aboveground flammable liquid use.

D. UL listed steel storage tank shall be no less than 1/4-inch thick, enclosed completely within secondary containment tank of steel no less than 3/16-inch thick on supporting steel saddles.

E. Spill / Overfill Containment: UST system shall include minimum 7-gallon spill / overfill container surrounding fill pipe. Fill pipe shall be recessed into container so that it is lowest opening on tank. Spill / overfill container shall include normally closed valve to release spilled product into main tank. Fill pipe shall be equipped with lockable cover.

F. AST shall be primed and painted white for outside use. AST shall be labeled in accordance with ILHR 10.35.

2.3 FOUNDATION SLAB

A. AST shall be installed on concrete slab cast in place by Contractor, and appropriately sized for dimensions of AST. Foundation slab shall be cast on prepared subsurface in location shown on drawings. Slab shall be cast in manner to ensure AST is level when placed in its final position. Slab shall be _____ inches thick with #4 reinforcing bars spaced 12 inches each way.

2.4 PIPING AND FITTINGS

A. Piping, valves, and fittings shall comply with Chapter 3 of NFPA 30.

B. All aboveground piping shall be of steel and coated to inhibit corrosion.

C. All underground piping shall be UL-rated fiberglass reinforced epoxy piping for petroleum products in sizes as shown on design drawings and manufactured by Ciba-Geigy or A.O. Smith-Inland, or equivalent as approved by Public Works Project Engineer. All underground iron or steel fittings shall be coated with Black Asphaltum coating. All pipes shall be sloped toward tank to prevent air pockets.

2.5 LEAK MONITORING SYSTEM

A. Supplied unit shall detect presence of hydrocarbons in interstitial space of AST and any appurtenant double wall piping.

B. System monitoring unit shall be installed to provide leak detection access tube located in interstitial space between inner tank and secondary barrier. In event of leak from primary tank, leaked fuel will flow to detection tube and be detected by electronic liquid petro-sensor installed within tube. Petro-sensor probe shall be connected to tank monitoring panel to provide warning signal in event sensor probe detects leaked product within secondary containment interstitial space. Unit shall be capable of performing test of overall system operation and integrity.
2.6 TANK GAUGING SYSTEM

A. Monitoring system shall include:
   1. Visual tank gauge for measuring and recording product inventory; and
   2. Alarm indication for leak detection.

2.7 OVERFILL PROTECTION

A. Overfill protection shall be provided by following methods:
   1. Direct reading level gauge on tank, visible from fill pipe access; and
   2. 95% valve installed in fill line which reacts to high levels of product in tank by closing off fill line to prevent further product introduction.

2.8 COLLISION PROTECTION

A. Surround AST with collision protection devices on sides that are exposed to vehicular traffic. Collision protection shall be provided through use of precast concrete barriers such as bollards. Construction and placement of precast concrete barriers must be specified and detailed in shop drawings. Final configuration of collision protection shall be subject to plan review by local tank inspector and or Wisconsin DILHR.

B. Precast concrete barriers shall:
   1. Extend minimum of 36 inches above finished grade;
   2. Be set into concrete slab minimum of 36 inches; and
   3. Shall be spaced at appropriate intervals.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01000 - Basic Requirements: Summary of Work; Coordination.

B. Verify location of AST with Public Works Project Engineer.

3.2 SITE DEMOLITION

A. Refer to Section 02115 - Underground Storage Tank Removal

3.3 INSTALLATION

A. AST system including appurtenances shall be installed in strict accordance with manufacturer’s recommendations and applicable fire and environmental codes. State and local permits shall be obtained prior to installation.

B. Certified installers shall install AST and systems in accordance with ILHR 10.91.
3.4 ABOVEGROUND STORAGE TANK (AST)

A. AST shall be installed in accordance with requirements for aggregate storage capacity at site, setbacks, vehicle collision protection, labeling, and all other installation requirements not indicated in Contract Documents but specified in ILHR 10.415.

B. AST shall be installed on reinforced concrete base slab designed to support fully loaded tank. Protective concrete barriers shall be installed on sides exposed to vehicular traffic. Location of protective concrete barriers shall be in accordance with State and local codes. Paint protective concrete barriers to match tank color.

C. AST shall be marked on all sides with warning signs: (“FLAMMABLE” or “COMBUSTIBLE”, as appropriate for contents), product identification, and other signs as required by applicable codes.

3.5 PIPING AND FITTINGS:

A. All underground piping shall be buried minimum of 30 inches beneath finished grade.

B. Underground piping shall be installed on firm smooth bedding layer at bottom of trench, free from sudden changes in elevation. Large stones and rocks shall be removed and shall not come in contact with pipe. Backfill shall be free of sharp stones and large chunks of materials that could stress pipe during backfill operations.

C. Upon completion of their installation, pipelines shall be pressure tested to four times anticipated operating pressure and maintained within accepted limits for one hour.

3.6 ELECTRICAL:

A. Electrical work shall be in accordance with applicable codes and shall be rated for hazardous area as required. AST shall be electrically grounded in accordance with NFPA 78.

B. AST system installations shall be inspected and approved by system supplier or its certified contractor. System supplier shall submit comprehensive checklist of quality and safety items critical to system and verify that installation has been performed in accordance with these standards applicable fire and environmental codes.

C. State and local permit applications shall be completed using correct forms. System installation shall not start before obtaining required State and local permits and approvals.

3.7 TESTING AND GUARANTEE

A. Test all newly installed equipment for compliance with requirements of local, state, and federal regulations and to determine that system is operating properly.
B. Upon completion of installation work, submit to Public Works Project Engineer submittal packet which includes as-built record drawings and copies of all state and local government required paperwork and plan reviews, as well as manufacturers descriptions and specifications for all components of system that were installed as part of Contract.

C. Furnish copies of updated Aboveground Petroleum Product Tank Registration Form (SBD-8731) and Checklist for Aboveground Tank Installation (SBD-9658) to Wisconsin DILHR - Safety and Buildings Division, Bureau of Petroleum Inspection and Fire Protection, P.O. Box 7969, Madison, Wisconsin 53707, and to Public Works Project Engineer.

D. Furnish City of Madison Fire Department with copy of location drawing that includes description of updated AST.

3.8 SITE RESTORATION

A. Unless otherwise specified or noted on drawings, fully and completely restore surface of all disturbed areas to like condition of surface prior to the Work. Sawcut all pavements to straight and neat lines and repair with like materials to full depth of pavement as existed prior to the Work. Topsoil, fertilize, seed, and mulch (or sod) all disturbed landscaped areas with minimum of four inches of topsoil, fertilizer, seed, and mulch (or sod), or provide for restoration of other landscaping materials as necessary.

B. Level off all waste disposal areas and clean up all areas used for storage of materials or temporary deposit of excavated earth. Remove all surplus material, tools and equipment.

C. Burning is not permitted.

3.9 TRAINING

A. Provide minimum of one hour training to facility personnel demonstrating functions of and maintenance procedure for entire system. Training session must also include instructions on leak detection and record keeping as required by Wisconsin DILHR. Guidance must also be given as to how to respond in event of leak in system.

END OF SECTION
DEPARTMENT OF HUMAN SERVICES
BADGER PRAIRIE HEALTH CARE CENTER
VERONA, WISCONSIN

DADE COUNTY PUBLIC WORKS,
HIGHWAY & TRANSPORTATION
PROJECT NO. 105070
DATE: 05/15/05
DEPARTMENT OF HUMAN SERVICES
BADGER PRAIRIE HEALTH CARE CENTER
VERONA, WISCONSIN

FIGURE 2 - VIEWS OF WORK AREAS

Existing UST location
Location for new AST
Powerhouse & other buildings (truck is at NE corner of powerhouse)