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*PROJECT MANUAL  
FOR:*

**PROPOSED 2021 INFRASTRUCTURE  
IMPROVEMENTS**

Village of Ridgeway  
Iowa County, Wisconsin

*OWNER: VILLAGE OF RIDGEWAY*



*PROJECT MANUAL  
FOR:*

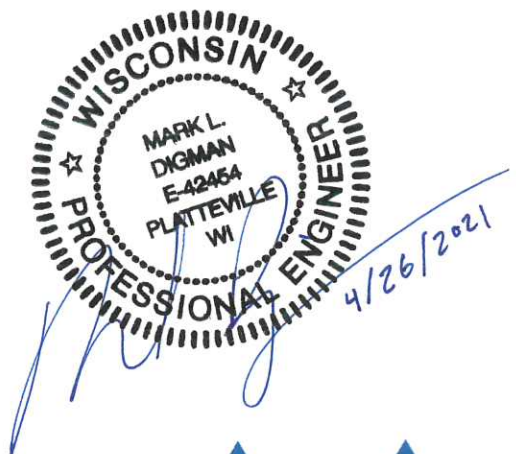
**PROPOSED 2021 INFRASTRUCTURE  
IMPROVEMENTS**

**Village of Ridgeway  
Iowa County, Wisconsin**

***OWNER: VILLAGE OF RIDGEWAY***

DATE: April 26, 2021  
PROJECT NUMBER: D20-003  
PREPARED BY: MR. MARK DIGMAN, P.E.  
DELTA 3 ENGINEERING, INC.  
875 SOUTH CHESTNUT STREET  
PLATTEVILLE, WI 53818

RELEASED FOR BIDDING



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**Advertisement for Bids**  
**Proposed 2021 Infrastructure Improvements**  
**Village of Ridgeway**  
**Iowa County, Wisconsin**

**Bid Opening: Thursday, May 6, 2021 at 3:00 p.m., C.S.T.**

The Village of Ridgeway will receive sealed bids via the online electronic bid service through QuestCDN VBid online bidding or by sealed paper copy. Sealed paper bids shall be delivered to the Ridgeway Village Hall located at 113 Dougherty Court, Ridgeway, WI 53582 for the Proposed 2021 Infrastructure Improvements Project. Both electronic and paper bids will be publicly opened and read aloud on **Thursday, May 6, 2021 at 3:00 p.m., C.S.T.**

**Description of Work:**

The Project consists of sanitary sewer replacement, water system replacement and extension, storm sewer system replacement and additions, and street reconstruction on Keane Street, Kirby Street, Weaver Street, Alley between and Richards Street and Jarvis Street and Hughitt Street. Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form.

**Bidding Documents:**

The Issuing Office for the Bidding Documents is: **Delta 3 Engineering, 875 S. Chestnut Street, Platteville, WI 53818, (608) 348-5355, mail@delta3eng.biz**. Bidding Documents will be made available to Prospective Bidders by Monday, April 26, 2021. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. and 4:30 p.m. CST. Printed Bidding Documents may be obtained from the Issuing Office during the hours indicated above for a **non-refundable** deposit of **\$100.00**, including shipping, upon Issuing Office's receipt of payment for the Bidding Documents. Digital version of the Bidding Documents also may be obtained online at **QuestCDN.com using ebid doc#7763747** upon receipt of a **non-refundable** deposit of **\$40.00**. Bidding Documents may also be examined at the office of the Village of Ridgeway, 113 Dougherty Court, WI 53582, on Mondays through Fridays between the hours of 9:00 a.m. and 3:00 p.m. CST. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

**Consideration of Bids:**

No proposal will be accepted unless accompanied by a certified check or bid bond equal to at least five percent (5%) of the amount bid, payable to the OWNER as a guarantee that, if the bid is accepted, the Bidder will execute and file the proper contract and bond within 15 days after the award of the contract. The certified check or bid bond will be returned to the Bidder as soon as the contract is signed. If after 15 days the Bidder shall fail to do so, the certified check or bid bond shall be forfeited to the OWNER as liquidated damages.

BIDDER is required to deliver the original certified check, bank money order, or bid bond within 72 hours of bid opening to Delta 3 Engineering, Inc., Attn: Jamie Marcue, 875 S. Chestnut Street, Platteville, Wisconsin 53818.

Bids may not be withdrawn within 90 days after the date of the bid opening. The OWNER reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work, as may be deemed necessary by the OWNER, and the same shall in no way affect or make void the

contract, except that additions to, or deductions from, the contract price will be appropriately made. The OWNER reserves the right to waive any informalities, or to reject any or all bids, or any part of a bid, and to award the Contract to the Bidder, who in the judgment of the OWNER, will best serve the interest of the OWNER.

A pre-bid conference will not be conducted, and bidders will not be prequalified.

**Additional Conditions:**

The letting of the work described herein is subject to the provisions of Sections 61.54, 62.15, 66.0901, and 66.0903(1m) of the Wisconsin Statutes. This project is funded in part by a Community Development Block Grant for Public Facilities (CDBG-PF) from the Wisconsin Department of Administration using federal CDBG funds. This Project may be funded in part with funds from the Wisconsin Department of Natural Resources Environmental Improvement Fund. Conformance with the American Iron & Steel (A.I.S.) requirements is required.

**Wage Rates:**

Minimum salaries and fringes to be paid on the Project shall be in accordance with the prevailing wage rate determination established by the Federal Department of Labor (DOL). Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under contract, Section 3, Segregated Facility, Section 109 and E.O. 11246. Attention is also called to the fact that not less than the minimum salaries and fringes set forth in the Contract Documents must be paid on this Project, and that the Contractor must ensure that employees and applications for employment are not discriminated against because of their race, color, religion, sex, national origin, or other protected class. Federal Labor Standards program laws, including, but not limited to, the Davis-Bacon Act, the Copeland Anti-Kickback Act, and the Contract Work Hours and Safety Standards Act will apply to this Project.

The Village of Ridgeway encourages Minority-owned Business Enterprises (MBE's), Women's Business Enterprises (WBE's), Disadvantaged Business Enterprises (DBE's), and Small Businesses in Rural Areas (SBRA's) to submit bids. A municipality, in awarding prime contracts, and primary contractor, in awarding subcontractors, are required to make a good faith effort to achieve a combined minimum goal of participation for MBE/WBE utilization in accordance with s.NR 162.09(3), Wis. Admin. Code. If a subcontractor awards subcontracts, these requirements shall apply to the subcontractor.

Published by the authority of Village Board.

By: Village of Ridgeway  
Ms. Hailey Roessler  
Village Clerk - Treasurer  
113 Dougherty Ct.  
Ridgeway, WI 53582

Date: Thursday, April 22, 2021

+ + END OF ADVERTISEMENT FOR BIDS + +

## 00200 – INSTRUCTIONS TO BIDDERS

### ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office, as identified in the Invitation for Bids, from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office is of the Engineer, whose contact information is:
- Delta 3 Engineering, Inc.  
875 South Chestnut Street  
Platteville, WI 53818  
(608) 348-5355

### ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.



## 2.06 Electronic Documents

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
  - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

- 2.07 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

### **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
  - A. Evidence of Bidder's authority to do business in the state where the Project is located.
  - B. Bidder's state or other contractor license number, if applicable.
  - C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
  - D. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

**ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE**

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
  - 1. The Supplementary Conditions identify:
    - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
    - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
    - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
    - d. Technical Data contained in such reports and drawings.
  - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
  - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. The Owner and Engineer do not assume responsibility for the completeness or accuracy of the information and data provided for such Underground Facilities.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

#### 4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

#### 4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

### **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

#### 5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all, if applicable: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

- Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
  - F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
  - G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
  - H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
  - I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
  - J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 6 – PRE-BID CONFERENCE**

- 6.01 A pre-Bid conference will not be held for this Project.

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
- A. Written inquiries shall be mailed or hand delivered to Mark Doyle, E.I.T., Delta 3 Engineering, Inc., 875 S. Chestnut Street, Platteville, Wisconsin, 53818.
  - B. Electronic inquiries shall be emailed to the following email address: [doylem@delta3eng.biz](mailto:doylem@delta3eng.biz) with the subject line "Proposed 2021 Infrastructure Improvements – Ridgeway".

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than three days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five [5%] percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions. Certified checks shall be drawn on the account of the Bidder.
- 8.02 BIDDER is required to deliver the original certified check, money order, or bid bond within 72 hours of bid opening to Delta 3 Engineering, Inc., Attn.: Jamie Marcue, 875 S. Chestnut Street, Platteville, Wisconsin 53818.
- 8.03 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.04 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.05 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 10 days after the Bid opening.

#### **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

#### **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS**

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials

and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least five (5) days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

#### **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form shall be typed or completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price

- shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 13.03 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 13.07 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 13.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder’s state contractor license number, if any, must also be shown on the Bid Form.

## ARTICLE 14 – BASIS OF BID

### 14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

### 14.02 *Base Bid with Alternates*

- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

### 14.03 *Sectional Bids*

- A. Bidders may submit a Bid on any individual section or any combination of sections, as set forth in the Bid Form.
- B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.
- C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.
- D. Bidders offering a Bid on one or more sections shall be capable of completing the Work covered by those sections within the time period stated in the Agreement.

### 14.04 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

### 14.05 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

## ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 6 of the Bid Form.



- 15.02 Electronic Bids will be received and accepted via the online electronic bid service through QuestCDN vBid online bidding system by no later than the date and time prescribed in the advertisement or invitation to bid.
- 15.03 Sealed Paper Bids shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to **Village of Ridgeway; Village Clerk - Treasurer; 113 Dougherty Court, Ridgeway, WI 53582.**
- 15.04 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after a contract has been executed by the Owner.

#### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the

Owner or the Project to make an award to that Bidder. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.04 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
  - C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.05 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 20 – BONDS AND INSURANCE**

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.
- 20.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within 10 days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful

Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 22 – SALES AND USE TAXES**

- 22.01 Owner is exempt from Wisconsin state sales and use taxes on materials and equipment to be incorporated in the Work as per 2015 Wisconsin Act 126 and Wisconsin State Statute 77.54 (9m): “The sales price from the sale of and the storage, use, or other consumption of tangible personal property, or items or property under s. 77.52 (1) (b) or (c), sold to a construction contractor who, in fulfillment of a real property construction activity, transfers the tangible personal property, or items or property under s. 77.52 (1) (b) or (c), to an entity described under sub. (9a) (b), (c), (d), (em), or (f), if such tangible personal property, or items or property, becomes a component of a facility in this state that is owned by the entity. In this subsection, “facility” means any building, shelter, parking lot, parking garage, athletic field, athletic park, storm sewer, water supply system, or sewerage and wastewater treatment facility, but does not include a highway, street, or road.” Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

**00410 – BID FORM**

**PROJECT IDENTIFICATION: Proposed 2021 Infrastructure Improvements**

**CONTRACTS: Contract #1 – Utilities and Street Construction**

**BID DEADLINE: Thursday, May 6, 2021 at 3:00 p.m., C.S.T.**

Complete only if submitting a paper bid.

Proposal of \_\_\_\_\_ (Name of Bidder)  
hereinafter called "Bidder".

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**Village of Ridgeway  
113 Dougherty Court  
Ridgeway, WI 53582**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **90** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- 4.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

## Bid Schedule

### Contract #1 – Utilities and Street Construction

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Subtotal Price
1	Implementation of Erosion Control installed as specified and indicated.	1	L.S.	LUMP SUM	= \$ _____
2	Implementation of Traffic Control installed as specified and indicated.	1	L.S.	LUMP SUM	= \$ _____
3	Mobilization, Bonds, and Insurance as specified and indicated.	1	L.S.	LUMP SUM	= \$ _____
4	Sanitary Sewer Manhole Chimney Rehabilitation as specified and indicated.	1	Each	\$ _____ / Each	= \$ _____
5	8" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	2,470	L.F.	\$ _____ / L.F.	= \$ _____
6	4' Diameter Precast Concrete Sanitary Sewer Manhole installed as specified and indicated.	12	Each	\$ _____ / Each	= \$ _____
7	4' Diameter Precast Concrete Sanitary Sewer Drop Manhole installed as specified and indicated.	2	Each	\$ _____ / Each	= \$ _____
8	Connection to Existing Sanitary Sewer as specified and indicated.	8	Each	\$ _____ / Each	= \$ _____
9	Replace Existing Sanitary Sewer Lateral as specified and indicated.	47	Each	\$ _____ / Each	= \$ _____
10	New 4" Sanitary Sewer Lateral as specified and indicated.	1	Each	\$ _____ / Each	= \$ _____
11	Post-Construction Televising of Sanitary Sewer as Specified and indicated.	2,470	L.F.	\$ _____ / L.F.	= \$ _____
12	6" DR 18 PVC Water Main w/Tracer Wire installed as specified and indicated.	853	L.F.	\$ _____ / L.F.	= \$ _____
13	8" DR 18 PVC Water Main w/Tracer Wire installed as specified and indicated.	2,612	L.F.	\$ _____ / L.F.	= \$ _____

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14	6" Gate Valve installed as specified and indicated.	4	Each	\$ _____ / Each	= \$ _____
15	8" Gate Valve installed as specified and indicated.	22	Each	\$ _____ / Each	= \$ _____
16	6" Fire Hydrant with 6" Hydrant Lead and 6" Gate Valve installed as specified and indicated.	9	Each	\$ _____ / Each	= \$ _____
17	Remove Existing Fire Hydrant as specified and indicated.	6	Each	\$ _____ / Each	= \$ _____
18	Connection to Existing Water Main as specified and indicated.	13	Each	\$ _____ / Each	= \$ _____
19	Replace Existing Water Service with 1" Water Service as specified and indicated.	48	Each	\$ _____ / Each	= \$ _____
20	New 1" Water Service installed as specified and indicated.	3	Each	\$ _____ / Each	= \$ _____
21	Valve Box Top Cover over Curb Stop in Concrete or Pavement installed as specified and indicated.	13	Each	\$ _____ / Each	= \$ _____
22	Rock Excavation as specified and indicated.	400	C.Y.	\$ _____ / C.Y.	= \$ _____
23	15" Class III Reinforced Concrete Pipe (RCP) Storm Sewer installed as specified and indicated.	20	L.F.	\$ _____ / L.F.	= \$ _____
24	24" Class III Reinforced Concrete Pipe (RCP) Storm Sewer installed as specified and indicated.	7	L.F.	\$ _____ / L.F.	= \$ _____
25	36" Class III Reinforced Concrete Pipe (RCP) Storm Sewer installed as specified and indicated.	51	L.F.	\$ _____ / L.F.	= \$ _____
26	2' x 3' Precast Concrete Storm Sewer Catch Basin installed as specified and indicated.	2	Each	\$ _____ / Each	= \$ _____
27	6' Diameter Precast Concrete Storm Sewer Catch Basin installed as specified and indicated.	2	Each	\$ _____ / Each	= \$ _____
28	Connection to Existing Storm Sewer as specified and indicated.	1	Each	\$ _____ / Each	= \$ _____



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29	Heavy Rip-Rap over Fabric installed as specified and indicated.	40	C.Y.	\$ _____ / C.Y.	= \$ _____
30	Tree and Stump Removal (greater than 12" Dia.) as specified and indicated.	1	Each	\$ _____ / Each	= \$ _____
31	Excavation/Fill (8,900 C.Y) as specified and indicated.	1	L.S.	LUMP SUM	= \$ _____
32	Breaker Run installed as specified and indicated.	5,200	TON	\$ _____ / TON	= \$ _____
33	Crushed Aggregate Base Course (1-1/4" dia.) installed as specified and indicated.	7,000	TON	\$ _____ / TON	= \$ _____
34	Concrete Curb and Gutter (24") installed as specified and indicated.	4,700	L.F.	\$ _____ / L.F.	= \$ _____
35	Concrete Sidewalk (4") replaced as specified and indicated.	2,250	S.F.	\$ _____ / S.F.	= \$ _____
36	Concrete Driveway (6") as specified and indicated.	3,350	S.F.	\$ _____ / S.F.	= \$ _____
37	Concrete Steps replaced as specified and indicated.	15	S.F.	\$ _____ / S.F.	= \$ _____
38	Handicap Ramp Detectable Warning Field (2' x 4') installed as specified and indicated.	8	Each	\$ _____ / Each	\$ _____
39	Hot Mix Asphalt Pavement installed as specified and indicated.	2,400	TON	\$ _____ / TON	= \$ _____
40	Landscaping installed as specified and indicated.	5,500	S.Y.	\$ _____ / S.Y.	= \$ _____

**CONTRACT #1 – TOTAL = \$ \_\_\_\_\_**

Bidder acknowledges that: (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item; and (2) estimated quantities are not guaranteed; and are solely for the purpose of comparison of Bids; and final payment for all unit price Bid items will be based on actual quantities determined as provided in the Contract Documents.

**BID SCHEDULE SUMMARY:**

**CONTRACT #1 –**

**UTILITIES AND STREET CONSTRUCTION**

**TOTAL = \$ \_\_\_\_\_**

**ARTICLE 5 – TIME OF COMPLETION**

5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 6 – ATTACHMENTS TO THIS BID**

6.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Project References;
- C. List of Proposed Subcontractors;
- D. List of Proposed Suppliers;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; and
- F. Contractor’s License No.:                      or Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

6.02 In order to assess whether there is a conflict of interest, you must answer the following question:

Do you have family or business ties to any of the following individuals?

- 1. Michelle Casper, Village President Yes\_\_\_ No\_\_\_
- 2. Hailey Roessler, Village Clerk Yes\_\_\_ No\_\_\_
- 3. Jeff Brindley, Director of Public Works Yes\_\_\_ No\_\_\_
- 4. Joe Thomas, Fire Chief Yes\_\_\_ No\_\_\_
- 5. Mary Kay Baum, Village Trustee Yes\_\_\_ No\_\_\_
- 6. Kellee Venden, Village Trustee Yes\_\_\_ No\_\_\_
- 7. Ruth Nevins, Village Trustee Yes\_\_\_ No\_\_\_

- 8. Rick Short, Village Trustee Yes\_\_\_ No\_\_\_
- 9. Julene Garner, Village Trustee Yes\_\_\_ No\_\_\_
- 10. Steve Vosberg, Village Trustee Yes\_\_\_ No\_\_\_
- 11. Michael Gorham, Marshall Yes\_\_\_ No\_\_\_

If **yes**, please disclose the nature of the relationship:

\*Family includes: spouse, fiancé/fiancée, children and children-in-law, brothers and brothers-in-law, sisters and sisters-in-law, parents and parents-in-law, adopted child, or foster child.

6.03 In order to comply with Section 3 regulations, contractors and subcontractors must answer the following questions:

- 1. Is your business 51 percent or more owned by Section 3 residents?  
Yes\_\_\_ No\_\_\_
- 2. Does your business employ Section 3 residents for at least 30 percent of its full-time, permanent staff?  
Yes\_\_\_ No\_\_\_
- 3. Does your business provide evidence of a commitment to subcontract 25 percent or more of the dollar amount of the awarded contract to Section 3 business concerns?  
Yes\_\_\_ No\_\_\_

\*Please see Section 00850 – Wage Rates and Labor Standards for information on Section 3 regulations.

**ARTICLE 7 – DEFINED TERMS**

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 8 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

\_\_\_\_\_

By:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_

*(where applicable)*

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**ARTICLE 9 – SWORN STATEMENT**

I, being duly sworn, hereby certify that I have examined and carefully prepared this Bid from the Contract Documents and have checked such Contract Documents in detail before submitting this Bid; that all statements made herein are made on behalf of the above Bidder; that I have full authority to make such statements; that I have full authority to submit this Bid on behalf of the above Bidder; and that said statements are true and correct.

Complete only if submitting a paper bid

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

Subscribed and sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Notary Public

\_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_

## LIST OF REFERENCES

The Bidder is required to provide a list of three (3) projects and corresponding references for those projects which have been completed by the Bidder in the recent past and are similar to this Project in scope of Work and cost.

Complete only if submitting a paper bid

**1) Name/Owner of Project:** \_\_\_\_\_

*Description of Project:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Project Cost:* \_\_\_\_\_

*Contact Reference:* \_\_\_\_\_

*Telephone No.:* \_\_\_\_\_

**2) Name/Owner of Project:** \_\_\_\_\_

*Description of Project:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Project Cost:* \_\_\_\_\_

*Contact Reference:* \_\_\_\_\_

*Telephone No.:* \_\_\_\_\_

**3) Name/Owner of Project:** \_\_\_\_\_

*Description of Project:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Project Cost:* \_\_\_\_\_

*Contact Reference:* \_\_\_\_\_

*Telephone No.:* \_\_\_\_\_

## LIST OF SUBCONTRACTORS

The following is a complete list of all Subcontractors, in which the Bidder expects to employ, and the category of Work to be performed by each on the Project, if the Bidder is awarded a Contract. This list of Subcontractors shall not be changed without the prior written approval of the Owner. If no Subcontractors are intended to be utilized, please state "None."

Complete only if submitting a paper bid

	<u>SUBCONTRACTOR</u>	<u>CATEGORY OF WORK</u>
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____
6)	_____	_____
7)	_____	_____
8)	_____	_____
9)	_____	_____
10)	_____	_____

## 00430 - BID BOND

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

---

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

(Seal)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



RECEIPT of the NOTICE OF THE AWARD is hereby acknowledged:

---

Contractor:

\_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Copy: Engineer

**00520 - AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between \_\_\_\_\_ Village of Ridgeway \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Contract #1 – Utilities and Street Construction**

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

**Proposed 2021 Infrastructure Improvements**

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by **Delta 3 Engineering, Inc.**

3.02 The Owner has retained **Delta 3 Engineering, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. Contract #1 must commence construction activities by **July 1, 2021**. The Work will be substantially completed on or before **October 29, 2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **November 5, 2021**. The Work shall be continuous and uninterrupted.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$250** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

## **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## **ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work, but delivered, suitably stored, and accompanied by documentation satisfactory to the Owner (with the balance being retainage).
- B. Upon Substantial Completion Owner may pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### **ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of 12 percent per annum unless one or more of the exceptions under Wis. Stat. sec. 66.0135(4) applies.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents, including any Addenda.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, furnishings, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, furnishings, and performance of the Work.
  - D. Contractor has carefully studied all, if applicable: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, furnishings, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 00520-1 to 00520-6, inclusive).
  - 2. Performance bond (pages 00610-1 to 00610-3, inclusive).
  - 3. Payment bond (pages 00615-1 to 00615-3, inclusive).
  - 4. General Conditions (pages 00700-1 to 00700-65, inclusive).
  - 5. Supplementary Conditions (pages 00800-1 to 00800-11, inclusive).
  - 6. Wage Rates and Labor Standards (pages 00850-1 to 00850-82, inclusive).
  - 7. Disadvantaged Business Enterprises (DBE) Compliance Requirements (pages 00860-1 to 00860-14, inclusive).
  - 8. American Iron and Steel (A.I.S.) Requirements (pages 00870-1 to 00870-3, inclusive).
  - 9. Technical Specifications as listed in the Table of Contents of the Project Manual.
  - 10. Drawings (not attached but incorporated by reference) consisting of 34 sheets with each sheet bearing the following general title: Proposed 2021 Infrastructure Improvements.
  - 11. Addenda (numbers \_\_\_ to \_\_\_, inclusive).
  - 12. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to \_\_\_, inclusive).
  - 13. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.

- d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 *Successors and Assigns***

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 *Severability***

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 *Contractor's Certifications***

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;



3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Village of Ridgeway

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

*Ms. Michelle Casper*

Title: Village President

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

*Ms. Hailey Roessler*

Title: Village Clerk

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Village of Ridgeway

\_\_\_\_\_

113 Dougherty Court

\_\_\_\_\_

Ridgeway, WI 53582

\_\_\_\_\_

License No.: \_\_\_\_\_

*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

## 00550 - NOTICE TO PROCEED

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Owner:	Village of Ridgeway	Owner's Contract No.:	1
Contractor:		Contractor's Project No.:	
Engineer:	Delta 3 Engineering, Inc.	Engineer's Project No.:	D20-003
Project:	Proposed 2021 Infrastructure Improvements	Contract Name:	Contract #1 – Utilities and Street Construction
		Effective Date of Contract:	

---

### TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [\_\_\_\_\_, 20\_\_]. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is **October 29, 2021**, and the date of readiness for final payment is **November 5, 2021**.

Before starting any Work at the Site, Contractor must comply with the following:

- *Attend the Preconstruction Conference*
- *Provide construction material submittals to the Engineer for approval*
- *Attend public information meeting with Owner*

---

Owner: Village of Ridgeway

By: \_\_\_\_\_  
Authorized Signature  
Ms. Michelle Casper

Title: \_\_\_\_\_  
Village President

Date Issued: \_\_\_\_\_

RECEIPT of the above NOTICE TO PROCEED is hereby acknowledged:

---

Contractor:

By: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Copy: Engineer

## PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

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

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

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

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

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

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

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

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

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

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

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

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

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

7.2 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 5; and

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

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

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

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

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

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

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

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows:

## PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form:  None  See Paragraph 18

---

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_ *(seal)*

Contractor's Name and Corporate Seal

\_\_\_\_\_ *(seal)*

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature

By: \_\_\_\_\_

Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Signature

Attest: \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
  - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
    1. The name of the Claimant;
    2. The name of the person for whom the labor was done, or materials or equipment furnished;
    3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    4. A brief description of the labor, materials, or equipment furnished;
    5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
    6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
    7. The total amount of previous payments received by the Claimant; and
  - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.





# 00620 - Contractor's Application for Payment No. \_\_\_\_\_

To (Owner): Project: Owner's Contract No.:	Application Date: Via (Engineer): Engineer's Project No.:
From (Contractor): Contract: Contractor's Project No.:	

### Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ _____
			2. Net change by Change Orders..... \$ _____
			3. Current Contract Price (Line 1 ± 2)..... \$ _____
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ _____
			5. RETAINAGE:
		a. <input checked="" type="checkbox"/> Work Completed..... \$ _____	
		b. <input checked="" type="checkbox"/> Stored Material..... \$ _____	
		c. Total Retainage (Line 5.a + Line 5.b)..... \$ _____	
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
			8. AMOUNT DUE THIS APPLICATION..... \$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ _____
TOTALS			
NET CHANGE BY CHANGE ORDERS			

### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor Signature**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Payment of: \$ \_\_\_\_\_  
 (Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

Payment of: \$ \_\_\_\_\_  
 (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ Funding or Financing Entity (if applicable) \_\_\_\_\_ (Date)



**00625 - CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

All Work  The following specified portions of the Work:

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

<b>EXECUTED BY ENGINEER:</b>		<b>RECEIVED:</b>		<b>RECEIVED:</b>	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
(Authorized Signature)	Owner (Authorized Signature)	Contractor (Auth. Signature)			
Title: _____	Title: _____	Title: _____			
Date: _____	Date: _____	Date: _____			

**00700 - STANDARD GENERAL CONDITIONS  
OF THE CONSTRUCTION CONTRACT**

Prepared by



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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. Work Change Directive—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work. **See Supplementary Conditions**  
**See Supplementary Conditions**

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **2.01 *Delivery of Bonds and Evidence of Insurance***

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and



3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

#### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

- B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### **ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

#### **3.02 *Reference Standards***

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

#### **3.03 *Reporting and Resolving Discrepancies***

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier. **See Supplementary Conditions**

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel. **See Supplementary Conditions**

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions; **See Supplementary Conditions**
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.02 *Use of Site and Other Areas***

#### **A. *Limitation on Use of Site and Other Areas:***

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions* **See Supplementary Conditions**

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,



- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
    - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site* **See Supplementary Conditions**

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

### 6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  2. claims for damages insured by reasonably available personal injury liability coverage.
  3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

**See Supplementary Conditions**



#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance* **See Supplementary Conditions**

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

## 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

## 6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### *7.01 Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### *7.02 Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

### **See Supplementary Conditions**

### *7.03 Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be

evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

- c. will identify:
    - 1) all variations of the proposed substitute item from that specified, and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

#### 7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. **See Supplementary Conditions**
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.



- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

**See Supplementary Conditions**

**7.07 Patent Fees and Royalties**

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

**7.08 Permits**

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a

negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

**See Supplementary Conditions**

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

### 7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

##### A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.

- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
2. *Samples:*
  - a. Contractor shall submit the number of Samples required in the Specifications.
  - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
  6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage 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 therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations,

specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.



## 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

## 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05 *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06 *Insurance***

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### **9.07 *Change Orders***

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

**See Supplementary Conditions**

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any

Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

### **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if

negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent; **See Supplementary Conditions**
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work; **See Supplementary Conditions**
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

## 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal and consider any comments or response from Owner regarding the Change Proposal.
  2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

## 11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work



involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### **ARTICLE 12 – CLAIMS**

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the

Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work. **See Supplementary Conditions**
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

*Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- C. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if: **See Supplementary Conditions**
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a

decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### 14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.



- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### **15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
  - B. *Applications for Payments:*
    - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
    - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
    - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. **See Supplementary Conditions**
- See Supplementary Conditions**
- C. *Review of Applications:*
    - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
    - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's

observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;

- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor. **See Supplementary Conditions**
- E. *Reductions in Payment by Owner:*
- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
    - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
    - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
    - c. Contractor has failed to provide and maintain required bonds or insurance;
    - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
    - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
    - f. the Work is defective, requiring correction or replacement;
    - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    - h. the Contract Price has been reduced by Change Orders;
    - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
    - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
    - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

- I. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

**See Supplementary Conditions**

15.02 *Contractor's Warranty of Title*

Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor. **See Supplementary Conditions**
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the

Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

##### B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment,

in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor. **See Supplementary Conditions**

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.



- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate

the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

### *17.01 Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

### **See Supplementary Conditions**

## **ARTICLE 18 – MISCELLANEOUS**

### *18.01 Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### *18.02 Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period

falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## 00800 – SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

### ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

#### SC-1.01 *Defined Terms*

**SC-1.01.A.48 Add the following language at the end of Paragraph 1.01.A.48:**

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

**SC-1.01.A.49 Add the following new paragraph immediately after Paragraph 1.01.A.48:**

49. *Abnormal Weather Conditions* – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should be considered Abnormal Weather Conditions.

### ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

#### SC-4.01 *Commencement of Contract Times; Notice to Proceed*

**SC-4.01.A. Amend the last sentence of Paragraph 4.01.A by striking out the following text:**

“In no event will the Contract Times commence run later than the sixtieth day after the day of the Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.”

#### SC-4.03 *Reference Points*

**SC-4.03.A Delete Paragraph 4.03.A in its entirety and insert the following in its place:**

Owner will provide line and grade staking for the Work as indicated in Division 1 – General Requirements.

SC-4.05 Delays in Contractor's Progress

**SC-4.05.A. Amend Paragraph 4.05.C.2 by striking out the following text:**

“abnormal weather conditions;”

**and inserting the following text:**

Abnormal Weather Conditions;

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

SC-5.03 *Subsurface and Physical Conditions*

**SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:**

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.06 *Hazardous Environmental Conditions*

**SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:**

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

**ARTICLE 6 – BONDS AND INSURANCE**

SC-6.03 *Contractor's Insurance*

**SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:**

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	Statutory
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Federal, if applicable (e.g., Longshoreman's):	Statutory
--	-----------

Employer's Liability:

Bodily injury, each accident	\$ 100,000
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Bodily injury by disease, each employee	\$ 500,000, Policy Limit
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Bodily injury/disease aggregate, each employee	\$ 100,000
--	------------

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	\$ <u>2,000,000</u>
Each accident	\$ <u>2,000,000</u>

Property Damage:

Each accident	\$ <u>2,000,000</u>
Annual aggregate	\$ <u>2,000,000</u>

4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

5. Contractor's Pollution Liability:

Each Occurrence	\$ <u>N/A</u>
General Aggregate	\$ <u>N/A</u>

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: None.

7. Contractor's Professional Liability:

Each Claim	\$ <u>N/A</u>
Annual Aggregate	\$ <u>N/A</u>

8. Property Damage Liability Insurance will provide Explosion, Collapse, and Underground coverages where applicable.
9. Products and Completed Operations Insurance shall be maintained for a minimum period of two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during period of coverage.

*SC-6.05 Property Insurance*

**SC-6.05.A. Delete Paragraph 6.05.A of the General Conditions and substitute the following in its place:**

Owner will not provide property insurance for the Work. Contractor shall be responsible for any physical loss or damage to the Work until Substantial Completion. Contractor, at its option, can purchase Builder's Risk Insurance to cover its risk.

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

*SC-7.02 Labor; Working Hours*

**SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:**

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

*SC-7.06 Concerning Subcontractors, Suppliers, and Others*

**SC 7.06.A Amend Paragraph 7.06.A by adding the following text to the end of the Paragraph:**

The Contractor shall not award work valued at more than 50 percent of the Contract Price to the Subcontractor(s) without prior written approval of the Owner.

**SC-7.06.P. Add the following new paragraph immediately after Paragraph 7.06.O:**

Contractor shall submit a list of subcontractors as indicated on the Bid Form. In accordance with Wis. Adm. Code, ch. DWD 294, work on this project shall not be subcontracted to a Contractor on the Wis. Dept. of Workforce Development list of debarred employers. No increase in the Contract Price or Contract Time shall be allowed due to rejection of a debarred employer.

*SC-7.09 Taxes*

**SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:**

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Wisconsin and of cities and counties thereof on all materials to be incorporated into the Work as per 2015 Wisconsin Act 126 and Wisconsin State Statute 77.54 (9m).

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption **does not** apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials **not** incorporated into the Work.
3. Owner's exemption **does not** apply to highway, street, or road work materials for the Project.

## ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

### SC-10.03 *Project Representative*

#### **SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:**

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
  1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
  3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
  4. Liaison:
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
  6. Shop Drawings and Samples:
    - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.



- b. Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
- 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 8. Review of Work and Rejection of Defective Work:
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. Inspections, Tests, and System Start-ups:
  - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- 10. Records:
  - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - c. Maintain records for use in preparing Project documentation.

11. Reports:
    - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
    - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
    - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
  12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
  13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
  14. Completion:
    - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
    - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
    - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
  2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

## **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

### *SC-11.04 Change of the Contract Price*

#### **S.C. 11.04.C.2.a Delete Paragraph 11.04.C.2.a in its entirety and insert the following in its place:**

For costs incurred under Paragraph 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be five (5) percent;

#### **S.C. 11.04.C.2.c Amend the first sentence of Paragraph 11.04.C.2.c by striking out:**

“(1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and”

#### **and replacing it with the following:**

(1) a fee of five (5) percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### *SC-13.01 Cost of the Work*

#### **SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:**

- c. Construction Equipment and Machinery:
  - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Use Rate book appropriate for the Project. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and

removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

*SC-13.03 Unit Price Work*

**SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:**

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  2. if there is no corresponding adjustment with respect to any other item of Work; and
  3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

*SC-15.01 Progress Payments*

**S.C. 15.01.B.3 Add the following language at the end of Paragraph 15.01.B.3:**

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

**S.C. 15.01.B.4.-5. Add the following language at the end of Paragraph 15.01.B.3:**

4. Applications for Payment shall be submitted on the form provided by Engineer in which Contractor certifies that all previous progress payments received have been applied to discharge obligations incurred in connection with the Work, that title to all Work will pass to Owner at time of payment, and that all Work covered by the Application for Payment is in accordance with the Contract Documents.
5. Applications for Payment shall be submitted once per month by the date indicated by Engineer. Failure to submit an Application for Payment by the required date may result in delay of its review and approval by one month.

**S.C. 15.01.D.1 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:**

1. **60** days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

**S.C. 15.01.E.4 Add the following new Paragraph after Paragraph 15.01.D.3:**

In the event Owner receives notice from any person, subcontractor, supplier, or other third party, that Contractor has failed to pay such party for Work performed in accordance with the Contract Documents, Contractor shall, at request of Owner, and in no more than 10 calendar days, provide all documentation Owner believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event Owner determines a claim to be valid, Owner may withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay such claim until satisfactory documentation is furnished that the liability has been fully discharged or reasons for non-payment of disputed amounts are provided by Contractor. In the event a claim is valid and payment is due, or in the absence of the requested documentation, Owner may authorize direct or two-party payment of any unpaid bills. In no event shall this provision be construed to impose any obligations upon Owner or Engineer to either Contractor or Contractor's surety (if any).

*SC-15.03 Substantial Completion*

**SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:**

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

*SC-15.06 Final Payment*

**SC 15.06.D Amend Paragraph 15.06.D by striking out the following text:**

"Thirty"

**and insert:**

"Sixty"

**ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

*SC-17.01 Methods and Procedures*

**SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.**

*SC-17.02 Arbitration*

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of the American Arbitration Association subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event

shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
  - 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
  - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

# 00850 - WAGE RATES AND LABOR STANDARDS

## GENERAL

This Project is funded in part by a Community Development Block Grant for Public Facilities (CDBG-PF) from the Wisconsin Department of Administration using federal CDBG funds. This Project may be funded in part with funds from the Wisconsin Department of Natural Resources Environmental Improvement Fund. Compliance with Federal wage rates and guidelines is required for this Project.

## WAGE RATES

Federal wage rates apply for all construction Work on this Project. The most current Federal Wage Rate Decisions available at the time of preparation of these Contract Documents are enclosed for the Bidder's use. The Bidder is responsible for utilizing the most current Federal Wage Rates for each classification of work to be performed for the Project.

Minimum salaries and fringes to be paid on the Project shall be in accordance with the prevailing wage rate scale established by the Federal Department of Labor (DOL). Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under contract, Section 3, Segregated Facility, Section 109, and E.O. 11246. Attention is also called to the fact that not less than the minimum salaries and fringes set forth in the Contract Documents must be paid on this Project, and that the Contractor must ensure that employees and applications for employment are not discriminated against because of their race, color, religion, sex, national origin, or other protected class.

## NEW PREVAILING WAGE LAW – WISCONSIN

Effective January 1, 2017, **2015 Wisconsin Act 55** (the budget bill) repeals the State Prevailing Wage Law for local governmental units such as villages, towns, cities, school districts, or sewerage districts. No State wage rates are applicable for this Project.

## LABOR STANDARDS

Federal labor standards and contract requirements apply to this Project. The following attachments indicating the labor standards and requirements to be met are enclosed for the Bidder's use.

- Attachment 3-C:** Conflict of Interest Clause
- Attachment 3-D:** Lobbying Certification
- Attachment 3-E:** Disclosure of Lobbying Activities
- Attachment 6-A:** Equal Opportunity Clause (E.O. 11246)
- Attachment 6-B:** Section 3 Contract Language Requirements
- Attachment 6-C:** Affirmative Action Requirements (E.O. 11246) with Goals For Women and Minority Utilization in Construction
- Attachment 6-D:** Federal Equal Employment Opportunity Clauses Construction Contract Specifications (E.O. 11246)
- Relevant Laws:** Equal Opportunity, Fair Housing, & Section 3
- Attachment 7-B:** Davis-Bacon and Related Acts (DBRA)
- Attachment 7-G:** Federal Labor Standards Provisions (4010)
- Attachment 7-H:** Notice of Contractor Award
- Attachment 7-R:** MBE/WBE/DBE Web Resources
- Attachment 7-S:** Employee Rights Poster (English and Spanish)
- Attachment 7-T:** Project Sign (Template)
- Attachment 7-T1:** Project Sign Specifications

## 24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

### Code of Federal Regulations Title 24 570.489(h) Program administrative requirements

#### **(h) Conflict of interest:**

*(1) Applicability. (i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub-recipients, the conflict of interest provisions in paragraph (g) of this section shall apply.*

*(ii) In all cases not governed by paragraph (g) of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub-recipients, to individuals, businesses and other private entities.*

*(2) Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.*

*(3) Persons covered. The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.*

*(4) Exceptions: Thresholds requirements. Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:*

*(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and*



*(ii) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.*

*(5) Factors to be considered for exceptions. In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:*

*(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;*

*(ii) Whether an opportunity was provided for open competitive bidding or negotiation;*

*(iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;*

*(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;*

*(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;*

*(vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and*

*(vii) Any other relevant considerations.*

# Attachment 3-D

GRANTEE/UGLG NAME: \_\_\_\_\_  
DEHCR GRANT AGREEMENT #: \_\_\_\_\_

## LOBBYING CERTIFICATION

**FROM THE**  Municipality/UGLG: \_\_\_\_\_  
 Contractor/Sub-Contractor  
 Other: \_\_\_\_\_

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
*Name of Municipality/UGLG/Business/Firm*

\_\_\_\_\_  
*Signature of the Chief Elected Official, Owner, or Chief Executive Officer*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date Signed*

\_\_\_\_\_  
*Printed Name of the Chief Elected Official, Owner, or Chief Executive Officer*

**Attachment 3-E**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  Congressional District, <i>if known</i> : 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, <i>if known</i> :	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## **ATTACHMENT 6-A: EQUAL OPPORTUNITY CLAUSE (EO 11246) (FOR CONTRACTORS)**

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
3. The contractor shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment.
4. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Energy, Housing and Community Resources and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor shall include the provisions of paragraphs 1 through 7 in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as DEHCR may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by DEHCR, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
8. The UGLG further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided that if the UGLG participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

9. The UGLG agrees that it will assist and cooperate actively with DEHCR and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The UGLG further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the UGLG agrees that if it fails or refuses to take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurances of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

## ATTACHMENT 6-B: SECTION 3 CONTRACT LANGUAGE REQUIREMENTS

**Include** the following language in all contracts and sub-contracts funded with CDBG dollars\*\*:

1. Section 3 of the Housing and Urban Development Act of 1968. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulation.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR 135. The contractor will not sub-contract with any sub-contractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.
6. Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-Owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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\*\* This language is only required for those contracts and sub-contracts regarding project activities that are funded with CDBG dollars. However, it is strongly recommended that this language be included in ALL contracts regardless of the funding source to avoid any unnecessary problems later in the project cycle.

## Attachment 6-C

### **AFFIRMATIVE ACTION REQUIREMENTS (EO 11246)**

*(Applicable to construction contracts/sub-contracts exceeding \$10,000)*

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:  
Goals for Women = **6.9 percent** (this goal applies nationwide)  
Goals for minority participation = 1.7 (this goal applies county-wide)  
*(Insert goals – see next page)*

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. The contractor is also subject to the goals for both its federal and nonfederal construction.

3. The contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
4. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction sub-contract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the sub-contractor; employer identification number; estimated dollar amount of the sub-contract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is a description of the geographical areas where the contract is to be performed indicating the state, county and city, if any.



## GOALS FOR WOMEN AND MINORITY UTILIZATION IN CONSTRUCTION

These goals apply to all federally assisted construction contracts and sub-contracts in excess of \$10,000 (EO 11246). All hours of work (federal and non-federal) in each trade, regardless of the location of work, are subject to these goals.

Directions: Use the applicable county percentage below to fill in the "Goals for minority participation" on the previous page.

A. Goals for Women--6.9 percent (this goal applies nationwide).

B. Minority Goals--percentage listed for each county:

Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	.6
Barron	.6	Jackson	.6	Price	.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	.6	Richland	1.7
Buffalo	.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	.6
Calumet	.9	La Crosse	.8	St. Croix	2.9
Chippewa	.5	Lafayette	.5	Sauk	1.7
Clark	.6	Langlade	.6	Sawyer	.6
Columbia	1.7	Lincoln	.6	Shawano	1.0
Crawford	.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	.6	Taylor	.6
Dodge	7.0	Marinette	1.0	Trempealeau	.6
Door	1.0	Marquette	1.7	Vernon	.6
Douglas	1.0	Menomonie	1.0	Vilas	.6
Dunn	.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	.5	Monroe	.6	Washburn	.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	.6	Waukesha	8.0
Forest	1.0	Outagamie	.9	Waupaca	1.0
Grant	.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	.6	Winnebago	.9
Green Lake	1.0	Pierce	2.2	Wood	.6

## **ATTACHMENT 6-D: FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CLAUSES CONSTRUCTION CONTRACT SPECIFICATIONS (EO 11246)**

(Applicable to construction contracts/sub-contracts exceeding \$10,000)

1. As used in these specifications: (41 CFR 60-4.3)
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
    - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any sub-contractor at any tier, sub-contracts a portion of the work involving any construction trade, it shall physically include in each sub-contract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or sub-contractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or sub-contractors toward a goal in an approved Plan does not excuse any covered contractor's or sub-contractor's failure to take good faith effort to achieve the Plan goals and timetables.

The contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered areas. Covered construction contractors performing contracts in geographical areas, where they do not have a federal or federally assisted construction contract, shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of

Federal Contract Compliance Programs office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
5. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
6. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a) Ensure and maintain a working environment, free of harassment, intimidation, and coercion at all sites, and in all facilities where the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority and female individuals working at such sites or in such facilities.
  - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female applicant and minority or female referral from a union, a recruitment source or community organization and what, if any, action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union, or if referred, not employed by the contractor, this shall be documented in the file with the reason along with whatever additional actions the contractor may have taken.
  - d) Provide immediate written notification to the Director when the union contractor has a collective bargaining agreement which has/has not referred a minority person or woman, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
  - e) Develop training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7(b) above.
  - f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the

policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification and discussing the contractor's EEO policy with other contractors and sub-contractors with whom the contractor does, or anticipates, doing business.
  - i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one-month prior to the date of the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
  - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
  - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o) Document and maintain a record of all solicitations of offers for sub-contractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations [7 (a) through (p)]. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) through (p). of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on

the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documents that demonstrate the effectiveness of actions taken on behalf of the contractor. The obligations shall not be a defense for the contractor's noncompliance.

8. A single goal for minorities and a separate single goal for women must be established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
9. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
10. The contractor shall not enter into any sub-contract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
11. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing sub-contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Officer of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
12. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR60-4.8.  

The contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
13. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## CHAPTER 6: EQUAL OPPORTUNITY, FAIR HOUSING & SECTION 3

The laws listed below apply to the Unit of General Government (UGLG) and to all contractors and sub-contractors.

### RELEVANT LAWS

Civil rights laws and related laws and regulations are designed to protect individuals from discrimination on the basis of race, national origin, religion, color, sex, age, disability, sexual orientation and familial status. The laws listed below apply to UGLGs, contractors and sub-contractors. The Department of Labor (DOL) provides employers, workers and others with clear and easy-to-access information and assistance on how to comply with Executive Order 11246.

Among the many resources available:

- Facts on Executive Order 11246 — Affirmative Action  
[https://www.dol.gov/ofccp/regs/compliance/ca\\_11246.htm](https://www.dol.gov/ofccp/regs/compliance/ca_11246.htm);
- Federal Contract Compliance Manual (FCCM)  
<https://www.dol.gov/ofccp/regs/compliance/fccm/fccmanul.htm> ; and
- Federal Contractor Compliance Advisor  
<https://webapps.dol.gov/elaws/ofccp.htm>.

Refer to Chapter 7: <i>Labor Standards</i> for additional guidance on bidding requirements.
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The following are **FEDERAL ACTS**:

#### **FAIR HOUSING ACT**

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18) and disability.

#### **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Title VI provides that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, familial status, or national origin under any program receiving federal financial assistance.

#### **SECTION 504 OF THE REHABILITATION ACT OF 1973**

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

#### **SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from the Department of Housing and Urban Development's (HUD) Community Development and Block Grant (CDBG) Program.



## **TITLE II OF THE AMERICANS WITH DISABILITIES ACT OF 1990**

Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals.

## **ARCHITECTURAL BARRIERS ACT OF 1968**

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by persons with disabilities.

## **AGE DISCRIMINATION ACT OF 1975**

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

## **TITLE IX OF THE EDUCATION AMENDMENTS ACT OF 1972**

Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

The following are **PRESIDENTIAL EXECUTIVE ORDERS (EO)**:

### **EXECUTIVE ORDER 11063**

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

### **EXECUTIVE ORDER 11246**

Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex or national origin.

### **EXECUTIVE ORDER 12892**

Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The EO also establishes the President's Fair Housing Council, which is chaired by the Secretary of HUD.

### **EXECUTIVE ORDER 12898**

Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

### **EXECUTIVE ORDER 13166**

Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally assisted and federally conducted programs and activities.

### **EXECUTIVE ORDER 13217**

Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

To view an Executive Order in its entirety including any amendments go to: <https://www.archives.gov/federal-register/codification/numeric-executive-orders.html>.

## ATTACHMENT 7-B: DAVIS-BACON AND RELATED ACTS (DBRA)

- A. Force Account - Under most Davis-Bacon statutes, only employees of contractors or sub-contractors are subject to Davis-Bacon wage requirements. In some instances, rather than contracting or sub-contracting out construction work, a grant recipient performs the construction in-house, with its own "force account" employees. Such force account work is not subject to Davis-Bacon wage requirements under statutes that cover only employees of contractors and sub-contractors. Furthermore, the USDOL does not consider a state or local government to be a contractor, even if it enters into a contract to perform construction work (see 29 CFR Section 5.2(h)). However, under the Housing and Community Development Act of 1974, a private firm that receives federal assistance funds indirectly from a recipient pursuant to a written procurement contract of sub-grant agreement that provides for the performance of construction work is considered a contractor or sub-contractor, and the force account exception **does not** apply to construction activity performed by employees of such a firm.

Laborers and mechanics employed by a local or state agency PHA (Public Housing Authority only), even though not employed by a contractor, are subject to Davis-Bacon when performing development work financed by the U.S. Housing Act of 1937, as amended. Davis-Bacon federal wage requirements are not applicable where such employees are used in work defined as major repairs (deferred maintenance) pursuant to 24 CFR 868.3 and 868.9(h), which constitute project operation rather than development.

- B. Compliance and Certification Parameters - HUD policy clearly affords federal wage protection for all laborers and mechanics, regardless of contractual relationship. There is no exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole proprietors, partners, corporate officers, or others. Laborers and mechanics may not certify to the payment of their own federal wages except where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew.

Accordingly, HUD and program participants responsible for labor standards administration and enforcement **may not** accept certified payrolls reporting single or multiple owners (e.g., partners) are certifying that they have paid to themselves the prevailing wage for their craft. A sole proprietor may not submit a payroll reporting himself or herself as simply "Owner" signing the certification as to his/her own wage payment from "draws" or other payment methods. Nor may several mechanics submit a payroll reporting themselves as "partners" with one or more certifying as to the payment of their wages or salaries. Such mechanics must instead be carried on the certified payroll of the contractor or sub-contractor for whom they are working and with whom they have executed a "contract" for services.

In these cases, maintenance of an accurate accounting of weekly work hours including any overtime hours for such mechanics is essential. Whatever method of compensation computation is utilized (piecework, weekly contract draw performance), the amount of weekly compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. This computation must take into account overtime pay rates (i.e., one and one-half) for all hours worked in excess of 40 hours per week, pursuant to the CWHSSA, where applicable, and pursuant to the Fair Labor Standards Act where CWHSSA is not applicable.

The name, work classification, actual hours of work, effective hourly wage rate, and wage payment for each such mechanic and laborer must be reported and certified on the responsible employer's weekly payroll. Note that the effective hourly wage rate for such mechanics and laborers may fluctuate from week to week. However, the effective hourly wage rate may not be less than the minimum prevailing wage rate for the respective craft.

In any case, where the effective rate falls below the corresponding craft prevailing wage rate, the responsible employer must compensate the mechanic at no less than the prevailing wage rate on the wage determination for the craft.



- C. Business Owners Working with Their Crew - Owners of businesses working with their crew on the same HUD-assisted job site **may** certify to the payment of their own federal wages in conjunction with the prevailing wages paid to their employees. This exception to compliance standards **does not** suggest that such owners are not likewise entitled to prevailing wages for their labor. Rather, it accepts the wage payment certification on weekly payroll reports by the owner of his/her own wages as that certification **accompanies** the certification offered for payment of prevailing wages to his/her employees. On weekly payroll reports, include the owner's name, identifying him/her as "owner," and the daily and total hours worked on the covered project for the week. Omit the Rate of Pay and Amount Earned.
- D. Owner-operators of Power Equipment - Frequently, owner-operators of power equipment (e.g., backhoes, front-end loaders) will contract for services at a rate for both "man and machine." In these cases, the owner-operator includes liability, equipment maintenance, and salary in an hourly or contract rate for services. Because of the prevalence of such practice and the inherent difficulty in ascribing costs for liability and maintenance costs versus hourly labor salary, HUD and its program clients may accept a combined ("man and machine") hourly rate on the responsible contractor's certified payroll provided that such hourly rate may not be less than the rate on the wage determination for the respective power equipment operator. **Note:** Owner-operators of power equipment, like self-employed mechanics, **may not** submit their own payrolls certifying to the payment of their own wage **but** must be carried on the responsible contractor's certified payroll report. Include the name, work classification, and actual hours worked. Upon completion of the contract, verify the pay by taking the amount paid to the sub-contractor (documented with copies of all invoices identified for this job) and divide by the hours reported on the certified payrolls. Compare the actual hourly wage rate with the rate in the Wage Determination. If the actual hourly wage is less than the Davis-Bacon Wage Rate, collect and disburse the wage underpayments.
- E. "Owner Operator" Truck Drivers - A USDOL administration policy excludes bona fide owner-operators of trucks who are independent contractors from Davis-Bacon/CWHSSA provisions concerning their own hours of work and rate(s) of pay. These truck "owner-operators" can certify to their own weekly payrolls **but** the payrolls do not need to show the hours worked or rates allegedly paid - only the notation "Owner-operator." **Note** that any laborers or mechanics, including truck drivers, employed by the owner-operator/independent contractor are subject to Davis-Bacon/CWHSSA provisions in the usual manner.

This policy **does not** pertain to owner-operator of other equipment such as backhoes, bulldozers, cranes and scrapers (i.e., power equipment as noted in the paragraph titled "Owner-operators of Power Equipment," above).

"Contractor's" Truck Drivers Based on the decision made in the Midway Excavating trial, (Building and Construction Trades Department, AFL-CIO vs. USDOL Wage Appeals Board "Midway") truck drivers employed by contractors are only covered by federal wage requirements when they are performing labor on the site of the work. (e.g. if the UGLG is building a highway and the truck driver is loading, unloading, spreading, or driving back and forth on the site, then the truck driver is covered). Hauling materials to or from the site, if not performed on the site, is not covered time. HUD has advised that they currently believe unloaded are likewise not covered.

- F. Determining Proper Classification for Various Work - Questions as to the proper classification of a laborer or mechanic for various types of work are resolved by making an area-practice determination. In determining the proper classification for work performed on a project, it is immaterial whether the contractor is union or nonunion.

On projects where the federal wage rate for the classifications in question within the applicable wage determination is based on negotiated rates, the prevailing practice concerning work performed in those classifications is to follow the practice observed on projects built by contractors who are a signatory to the collective bargaining agreements. Therefore, unless there is a jurisdictional dispute between the crafts, the duties ascribed to any job classification will be the same as those outlined in the appropriate collective bargaining agreements. If the collective

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bargaining agreements are silent on this issue, the local unions involved must be consulted. Conversely, in areas where open shop (non-union) rates are determined to prevail for the classifications in question, those prevailing job practices followed on projects by open shop contractors in the same area become area practice.

- G. Helpers - The **classification of Helper in any trade will be very difficult to have approved by the USDOL**. If the contractor wants to pursue a helper classification through the USDOL, they should contact the Labor Standards Specialist at DOA.
- H. Relatives - There are no exceptions made in the enforcement of Davis-Bacon on the basis of family relationship for relatives who are performing the work of laborers or mechanics. They **must be paid the federal wage rate for the classification of work performed and be included on the certified payrolls**.
- I. Volunteers - HUD allows for the waiver of Davis-Bacon wage rates for volunteers that are **not otherwise employed** at any time of the work for which the individual volunteers. Contact DOA's Labor Standards Specialist for more details if the community plans on using volunteers on the construction site.
- J. Job Corps Workers - USDOL staff in Washington, DC has informed HUD staff that Job Corps workers are not exempt from Davis-Bacon wage when they are working on a job subject to the Davis-Bacon Act.
- K. Employees of a Governmental Body -The USDOL has taken the position that the prevailing wage requirements does not apply to employees of a state or political subdivision of a state, but shall apply to employees of a private contractor who is sub-contractor of the state or political subdivision. This rule does not apply to the Public Housing Authority (PHA) employees under the U.S. Housing Act of 1937 (see paragraph A. in this section). **Employees of utilities are exempt providing they are only extending existing service to the property.**
- L. Employees Performing Work in More than One Classification - (Split Classification) if the UGLG/contractor has employees who perform work in more than one trade during a work week, it can pay the wage rates specified for each work classification in which work was performed **only** if maintaining accurate time records showing the amount of time spent in each classification. If the UGLG does not maintain accurate time records, it must pay these employees the highest wage rate of all the classifications of work performed. **Work, which is normally performed as part of the mechanic's craft, is not separable.**
- M. Laborers and Mechanics – Definition - The terms "laborers" and "mechanics" are construed to include at least those workers whose duties are manual or physical in nature as distinguished from mental or managerial. Since the classifications of laborers and mechanics to who specified wage rates are payable are identified in the Davis-Bacon wage rate, there is ordinarily no need to distinguish between laborers and mechanics. However, **mechanics are generally considered to include any worker who uses tools, or who is performing the work of a trade.**
- N. Precutting of Parts and Prefabrication of Assemblies - The precutting of parts and/or the prefabrication of assemblies are not covered unless conducted in connection with and at the site of the project, or in a temporary plant set up elsewhere solely to supply the needs of the project.
- O. Supply and Installation Contracts -The manufacturing or furnishing of materials, articles, supplies, or equipment is not subject to prevailing wages unless conducted in connection with and at the site of the project, or in a temporary plant set up elsewhere solely to meet the needs of the project.
- P. Start of Construction - "Start of Construction," as that term is used in connection with labor standards and prevailing wage requirements, means the beginning of initial site clearance and preparation, provided those activities are pursued diligently and are followed without appreciable delay by other construction activity.
- Q. Site of Work - The "site of work" is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed and to other adjacent or

nearby property used by the contractor in such construction which can reasonably be said to be included in the “site” because of proximity. **Operations of a commercial or material supplier established in the proximity of but not on the active site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the federal project for a time.**

- R. Fringe Benefits – Funded Plans - A contractor may credit contributions for “bona fide” fringe benefits regardless of whether the USDOL has found the particular benefits to be prevailing in the area. Such fringe benefits must be “bona fide.” Ordinarily, bona fide benefits are those common to the construction industry and are paid directly to the employee in cash or into a fund, plan, or program on the employee’s behalf. Contractors may take credit for contributions made under such conventional plans without requesting approval of the USDOL.
- S. Fringe Benefits – Unfunded Plans - Where fringe benefit plans are not of the conventional type, it will be necessary for the USDOL to determine if the benefits are “bona fide.” **Contractors seeking approval of unfunded plans must obtain approval from the USDOL.** Contact DOA for more details.
- T. Fringe Benefits – General
1. Contributions to funded plans must be made at least quarterly.
  2. When the cash paid and the per-hour contribution for benefits do not equal the total rate set forth in the wage determination, the difference must be paid to the employee in cash.
  3. Fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.
  4. Employees who are excluded from funded plans for whatever reason must be paid fringe benefits in cash.
  5. **Note:** Vacation and sick leave plans are generally unfunded, paid from the contractor’s own account, and require USDOL approval before a contractor takes credit toward meeting the fringe benefit obligation.
  6. In determining the cash equivalent credit for fringe benefits payments, the period of time to be used is the period covered by the contribution. For example, if an employer contributes to a plan on a weekly basis, the total hours worked each week (federal and nonfederal) by each employee should be divided into the contribution made by the employer.
  7. Acceptable fringe benefits include the following: medical or hospital care; pensions on retirement or death; compensation for injuries or illness resulting from occupational activity; or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, defrayment of cost of apprenticeship or other similar programs, or other bona fide fringe benefits; but only where the contractor to sub-contractor is not required by other federal, state, or local law to provide any of such benefits. The Act excludes fringe benefits that a contractor or sub-contractor is obligated to provide under other federal, state, or local law. No credit may be taken for such benefits. For example, payment for workmen’s compensation insurance under either a compulsory or elective state statute is not considered payments for fringe benefits under the Act. Payments made for travel, subsistence, or to industry promotion funds are not normally payments for fringe benefits under the Act.
- No type of fringe benefits is eligible for consideration as a so-call unfunded plan unless:
- a. It could be reasonably anticipated to provide benefits described in the act;
  - b. It represents a commitment that can be legally enforced;
  - c. It is carried out under a financially responsible plan or program; and

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- d. The plan or program providing the benefits has been communicated in writing to the laborers and mechanics affected.

U. Summer Youth Employment - Youth who are bona fide students and part of a bona fide “youth opportunity program” may be employed on Davis-Bacon projects on a temporary basis during the summer months and paid below the predetermined Davis-Bacon rates. USDOL All Agency Memoranda #71 and #96 provide policy guidance in this area. HUD requires that the following stipulations be met before summer youth may be employed at less than Davis-Bacon rates:

1. Where collective bargaining agreements representing workers performing similar or related activities at the worksite to which youth are out stationed exists, the union or unions representing those workers must provide concurrence as to the design of the employment project and the use of the youth;
2. Such employment must be provided in accord with statutory safety and minimum wage requirements (both state and federal);
3. Competent supervision must be provided to all youth employment on the project worksites. Ratios of youth to such supervisors should be no greater than four-to-one.

In order to ensure that the administration of summer youth employment complies with USDOL policies and regulations, request for exceptions to the application of Davis-Bacon must be made to the HUD Field Office Labor Relations Staff who will advise the requesting contractor of its decision. The specific provisions of the agreement (between management and labor) or the plan of employment must be submitted to the Department of Labor, Wage and Hour and Public Contracts Division, for enforcement purposes. The HUD Field Office Labor Relations Staff will send such plans to the Headquarters Office of Labor Relations.

V. Non-Covered Job Classifications - Workers performing the normal duties of the following job classifications are not subject to Davis-Bacon federal wage requirements:

1. Project Superintendent.
2. Project Engineer.
3. Project Foreman, as distinguished from a working foreman (working foremen, who devote more than 20 percent of their time during the workweek to mechanic or laborer duties, are laborers and mechanics for the time spent and must be paid the applicable rate for the hours so worked).
4. Watchman.
5. Water Carrier.
6. Messenger, Clerical Workers.

Financing of Construction Work – CDBG - Laborers and mechanics employed by contractors and sub-contractors on construction work financed in whole or in part with Title I assistance are subject to Davis-Bacon wage rates under Section 110 of Title I. To the extent that Part 570 requires broader Davis-Bacon coverage, e.g., on construction work “assisted” under that Part, the regulations shall govern unless an individual waiver is requested and granted by the Assistant Secretary for Community Planning and Development. The use of Title I funds for any of the following items is an example of financing construction work, and Davis-Bacon wage rates shall apply to all construction work performed on the building or property in question: construction loans or grants; payment for construction materials; payment of interest (or part of the interest) on a construction loan; payment of construction loan origination fees; provisions of a Title I funded permanent loan, mortgage or grant on a structure constructed with a private construction loan when the parties contemplate such ultimate Title I financing at the time of construction; Title I funded “collateral” or “default” accounts established with the lending bank which receive no interest or less than the interest payable on demand accounts. Questions as to whether a use of Title I funds constitutes financing of construction work shall be referred to HUD headquarters for determination.

- W. Technical/Maintenance Wage Rates – Public Housing - Section 12 of the U.S. Housing Act of 1937 requires that wages prevailing in the locality shall be paid to all architects, technical engineers, draftsmen, and technicians employed in the development, and all maintenance laborers and mechanics employed in the operation of the project. Such wages are determined or adopted by HUD.
- X. Payment of Low- and Moderate-Income (LMI) assessments - In some projects federal funds are used to pay special assessments of LMI households, where those assessments are for the purpose of paying for a public improvement. This use of federal funds invokes the Federal Labor Standards Provisions and makes the construction subject to Davis-Bacon wage rates.
- Y. Piecework - Roofers and dry-wall hangers are sometimes paid by piecework. Piecework is work paid for at a fixed rate (piece rate) per piece of work done.



## ATTACHMENT 7-G: FEDERAL LABOR STANDARDS PROVISIONS (4010)

### Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development

#### Applicability

The project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provision applicable to such federal assistance.

**A. 1. (I) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (19 CFR 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or cost reasonable anticipated for bona fide fringe benefits under Section 1(b)(2), of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(IV); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification for work actually performed, without regard to skill, except as provided in 29 CFR 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1 321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers and mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management & Budget under OMB Control # 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for an on account of the contractor or sub-contractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act Contracts.

# BCD CDBG Implementation Handbook

**3. Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of four (4) years thereafter for all laborers and mechanics working at the site of the work (or under the United State Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name and address, and social security number of each such worker, his or her correct classification, hourly rates of wage paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contract shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5 (a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Document (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by contractor or sub-contractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(I) and that such information is correct and complete:

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wage earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set in 29 CFR 3:

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A. 3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or sub-contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of United State Code.

(iii) The contractor or sub-contractor shall make the records required under paragraph A. 3.(I) of this section available for inspection, copying, or transcription by the authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or sub-contractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4 (i) Apprentices and Trainees. Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ration of apprentices of journeymen on the job site in any craft classification shall not be greater than the ration permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or sub-contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than they applicable wage rate on the wage determination for work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR 30.

**5. Compliance with Copeland Act requirement.** The contractor shall comply with the requirements of 29 CFR 3 which are incorporated by reference in this contract.

**6. Sub-contracts.** The contractor or sub-contractor will insert in any sub-contracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the sub-contracts to include these clauses in any lower tier sub-contracts. The prime contractor shall be responsible for the compliance by any sub-contractor or lower tier sub-contractor with all the contract clauses in 29 CFR 5.12.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a sub-contractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (of any of its sub-contractors) and HUS or its designee, between the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR 24.

(ii) No part of this contract shall be sub-contracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C. "Federal Housing Administration Transactions", provides in part: "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any sub-contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "Laborers" and "Mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such work week.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any sub-contractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchman and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this paragraph (updated DOL 01/24/2019 <https://www.dol.gov/whd/govcontracts/cwhssa.htm>).

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Sub-contracts.** The contractor or sub-contractor shall insert in any sub-contracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the sub-contractors to include these clauses in any lower tier sub-contracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

## C. Health and Safety.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

**(3)** The Contract shall include the provisions of this Article in every sub-contract so that such provisions will be binding on each sub-contractor. The Contractor shall take such action with respect to any sub-contract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



# Attachment 7-H

GRANTEE/UGLG NAME: \_\_\_\_\_  
 DEHCR GRANT AGREEMENT #: \_\_\_\_\_

## NOTICE OF CONTRACTOR AWARD

DATE: \_\_\_\_\_

TO: DEHCR Project Representative \_\_\_\_\_  
*(CDBG Project Representative)*

FROM: \_\_\_\_\_,  
*(Community Labor Standards Officer) (Name of Community)*

SUBJECT: Award of Contract

CDBG CONTRACT #: \_\_\_\_\_

CONTRACT WORK DESCRIPTION(S): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This is to inform the UGLG's bids for the above project were advertised on \_\_\_\_\_  
*(Date)*  
 and opened on \_\_\_\_\_.  
*(Date)* \_\_\_\_\_ *(Name of Prime Contractor and FEIN)* was  
 awarded the contract on \_\_\_\_\_. The Number, including the Modification  
*(Date)*  
 Number, of the applicable Wage Decision(s) is/are:

	First Wage Decision	Second Wage Decision <i>(if applicable)</i>	Third Wage Decision <i>(if applicable)</i>
<b>Wage Decision #:</b>			
<b>Modification #:</b>			
<b>Date of Decision:</b>			

The amount of the awarded contract is \_\_\_\_\_. The estimated start date of construction is \_\_\_\_\_. Each Contractor and Sub-Contractor has been checked for debarment and has been determined to be eligible to work on this project.

Below is a list of tentative Sub-Contractors:

Sub-Contractor(s)	Federal Employer I.D. Number (FEIN)	DUNS Number
_____		
_____		
_____		
_____		
_____		

*Additional Sub-Contractors, along with additional notes and/or explanations, may be recorded on the next page.*

Sub-Contractor(s)

Federal Employer I.D. Number  
(FEIN)

DUNS Number

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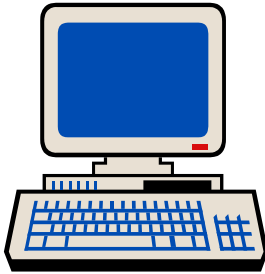
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Additional Notes:

**ATTACHMENT 7-R: MBE/WBE/DBE WEB RESOURCES**



**Resources for outreach to, contracting with, and certified registration for Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) firms:**

Department of Administration Certified Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Directory:

<https://wisdp.wi.gov/search.aspx>

City of Madison Targeted Business Enterprise Program Directories:

<http://www.cityofmadison.com/dcr/aaTBDir.cfm>

Department of Transportation  
Disadvantaged Business Enterprise (DBE) Program

<https://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

ATTACHMENT 7-S: EMPLOYEE RIGHTS POSTER  
(ENGLISH AND SPANISH)

# EMPLOYEE RIGHTS

## UNDER THE DAVIS-BACON ACT

### FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

**PREVAILING WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

**OVERTIME**

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

**ENFORCEMENT**

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

**APPRENTICES**

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

**PROPER PAY**

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5827  
[www.dol.gov/whd](http://www.dol.gov/whd)



WH1321 FEB 10/17

# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

### SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

### SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

### CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

### APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

### PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS  
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



WH1321 SPA REV 10/17

ATTACHMENT 7-T: PROJECT SIGN (TEMPLATE)

**Community Name:**

**Project Type:** (i.e. Water Tower, Library, Community Center)

A COMMUNITY FACILITIES PARTNERSHIP  
FINANCED IN PART BY COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
**FROM THE WISCONSIN DEPARTMENT OF ADMINISTRATION AND THE  
U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**Tony Evers, Governor**

*Joel Brennan, Secretary*

**Community Official's Name and Title** (i.e. Mayor, Village President, Chair)

State and Federal Equal Opportunity laws apply in the construction and use of this project

## ATTACHMENT 7-T1: PROJECT SIGN (SPECIFICATIONS)

The following sign (*pictured as a template on the previous page*) is to be erected near the site of construction, containing the information (below) according to the following format.

### SPECIFICATIONS:

- Sign dimensions: 4 feet by 8 feet
- Plywood panel APA Rated A-B Grade-Exterior
- White background
- Following text in **RED**:

A COMMUNITY FACILITIES PARTNERSHIP  
FINANCED IN PART BY COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
FROM THE WISCONSIN DEPARTMENT OF ADMINISTRATION  
AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

- All other text in black. Sign must include the name of the current governor and the current secretary of the Department of Administration.

**PLEASE NOTE:** The smallest print must be readable from 50 feet away.

ADDITIONAL NOTES: (optional)



**FEDERAL WAGE RATES**

**FEDERAL WAGE RATES (HEAVY) –**

**HEAVY CONSTRUCTION PROJECTS  
(TUNNEL, SEWER, & WATER LINES)**

"General Decision Number: WI20210008 03/19/2021

Superseded General Decision Number: WI20200008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	03/19/2021

\* BRWI0001-002 06/01/2020

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.7 7

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 BRWI0002-002 06/01/2020

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

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 \* BRWI0002-005 06/01/2020

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,  
 CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,  
 FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,  
 LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,  
 OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,  
 SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,  
 WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.68	23.40

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 BRWI0003-002 06/01/2020

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

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 \* BRWI0004-002 06/01/2020

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53

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 \* BRWI0006-002 06/01/2020

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
 ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

Rates	Fringes
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BRICKLAYER.....\$ 36.60 23.48

\* BRWI0007-002 06/01/2020

GREEN, LAFAYETTE, AND ROCK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 37.07 24.72

\* BRWI0008-002 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.75 24.32

BRWI0009-001 06/01/2020

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES

Rates Fringes

BRICKLAYER.....\$ 35.68 24.40

BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 35.68 24.40

BRWI0013-002 06/03/2019

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

Rates Fringes

BRICKLAYER.....\$ 35.56 24.23

BRWI0019-002 06/01/2020

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.86	25.22
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BRWI0021-002 06/01/2020		

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.80	24.97
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* BRWI0034-002 06/01/2020		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	24.43
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CARP0087-001 05/01/2016		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39
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CARP0252-002 06/01/2016		

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates	Fringes
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CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIVER.....	\$ 34.12	18.00

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CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

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CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

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CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

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CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

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CARP2337-003 06/01/2019

	Rates	Fringes
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MILLWRIGHT

Zone A.....	\$ 33.58	21.53
Zone B.....	\$ 33.58	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

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ELEC0014-002 06/14/2020

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.98	20.98

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ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

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ELEC0158-002 06/01/2020

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.77	29.75%+10.26

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ELEC0159-003 08/02/2020

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and



Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.86	22.67

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 ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

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 ELEC0242-005 05/31/2020

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 39.77	28.11

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 ELEC0388-002 06/01/2020

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.85	26%+11.20

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 ELEC0430-002 02/02/2021

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 41.859	22.871
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ELEC0494-005 06/01/2020		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.84	25.54
-----		
ELEC0494-006 06/01/2020		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.32	22.51
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ELEC0577-003 06/01/2020		

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.23	29.50%+10.00
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ELEC0890-003 06/01/2020		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.41	25.95%+11.11
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ENGI0139-003 06/01/2020		

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 42.92	23.15
Group 2.....	\$ 41.67	23.15
Group 3.....	\$ 39.97	23.15
Group 4.....	\$ 39.44	23.15
Group 5.....	\$ 37.37	23.15
Group 6.....	\$ 35.84	23.15

**HAZARDOUS WASTE PREMIUMS:**

EPA Level "A" Protection: \$3.00 per hour  
EPA Level "B" Protection: \$2.00 per hour  
EPA Level "C" Protection: \$1.00 per hour

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS**

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,000 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic

and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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ENGI0139-007 06/01/2020

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.64	23.25
Group 2.....	\$ 40.86	23.25
Group 3.....	\$ 39.91	23.25
Group 4.....	\$ 38.86	23.25
Group 5.....	\$ 37.46	23.25

HAZARDOUS WASTE PREMIUMS:  
EPA Level ""A"" Protection: \$3.00 per hour  
EPA Level ""B"" Protection: \$2.00 per hour  
EPA Level ""C"" Protection: \$1.00 per hour

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and/or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket); Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame and Winch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress

Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

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 IRON0008-002 06/01/2020

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 37.31	27.62

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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 IRON0008-003 06/01/2020

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.11	27.87

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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 IRON0383-001 06/01/2020

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.10	27.06

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 IRON0498-005 06/01/2019

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and  
 WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 40.25	40.53

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 IRON0512-008 06/03/2019

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,  
 PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU  
 COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

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 IRON0512-021 06/03/2019

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,  
 PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.19	29.40

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 LAB00113-004 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1.....	\$ 16.38	21.08
Group 2.....	\$ 18.65	21.08
Group 3.....	\$ 22.19	21.08
Group 4.....	\$ 31.56	21.08
Group 5.....	\$ 31.70	21.08
Group 6.....	\$ 31.76	21.08
Group 7.....	\$ 34.77	21.08
Group 8.....	\$ 37.59	21.08

Group 9.....\$ 38.23 21.08

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc; Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner; Pipe Layer; Rock Driller and Joint Man; Timber Man and Concrete Brusher; Bracer in Trench Behind Machine & Tight Sheeting; Concrete Formsetter and Shoveler; Jackhammer Operator

GROUP 9: Blaster

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LAB00113-005 06/01/2020

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 23.05	21.08
Group 2.....	\$ 28.98	21.08
Group 3.....	\$ 32.34	21.08
Group 4.....	\$ 34.11	21.08

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson



GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawyer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

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LAB00113-008 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 22.19	21.08
Group 2.....	\$ 31.70	21.08
Group 3.....	\$ 31.76	21.08
Group 4.....	\$ 34.77	21.08
Group 5.....	\$ 34.91	21.08
Group 6.....	\$ 37.59	21.08
Group 7.....	\$ 38.23	21.08

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

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\* LAB00113-009 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1.....	\$ 22.19	21.08
Group 2.....	\$ 31.70	21.08
Group 3.....	\$ 35.31	21.08
Group 4.....	\$ 36.11	21.08
Group 5.....	\$ 36.23	21.08
Group 6.....	\$ 38.93	21.08
Group 7.....	\$ 39.55	21.08

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

- \*Compressed Air 15 - 30 lbs add \$2.00 to all classifications
- \*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

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LAB00140-005 06/01/2020

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE,

LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 29.33	17.88
Group 2.....	\$ 31.18	17.88
Group 3.....	\$ 31.48	17.88
Group 4.....	\$ 32.13	17.88

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LAB00464-002 06/01/2020

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.23	17.88
Group 2.....	\$ 31.43	17.88
Group 3.....	\$ 31.63	17.88
Group 4.....	\$ 32.38	17.88

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add

\$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LAB01091-010 06/01/2020

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 29.02	17.88
Group 2.....	\$ 31.08	17.88
Group 3.....	\$ 31.28	17.88
Group 4.....	\$ 32.03	17.88

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:

0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders;

Mucking Machine Operators; Motor Men and Gauge Tenders;  
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN  
COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET,  
CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE,  
FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE,  
LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE,  
MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK,  
PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR,  
VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD  
COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA  
CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPPEALEAU, AND  
VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK  
COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2020

	Rates	Fringes
TRUCK DRIVER		

1 & 2 Axles.....	\$ 31.07	22.94
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 31.22	22.94
-----		
WELL DRILLER.....	\$ 16.52	3.70
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the



interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

**FEDERAL WAGE RATES (HIGHWAY) –  
(HIGHWAY, AIRPORT RUNWAY, AND TAXIWAY PROJECTS)**

"General Decision Number: WI20210010 04/09/2021

Superseded General Decision Number: WI20200010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	03/19/2021
3	04/09/2021

BRWI0001-002 06/01/2020

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.7 7
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BRWI0002-002 06/01/2020		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47
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BRWI0002-005 06/01/2020		

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.68	23.40
-----		
BRWI0003-002 06/01/2020		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40
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BRWI0004-002 06/01/2020		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53
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BRWI0006-002 06/01/2020		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.60	23.48
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BRWI0007-002 06/01/2020		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.07	24.72
-----		
BRWI0008-002 06/01/2020		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.75	24.32
-----		
BRWI0011-002 06/01/2020		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40
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BRWI0019-002 06/01/2020		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.86	25.22
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BRWI0034-002 06/01/2020		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	24.43
-----		
CARP0087-001 05/01/2016		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys

35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39

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 CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIVER.....	\$ 34.12	18.00

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 CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

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 CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
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CARPENTER.....\$ 35.78 22.11

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CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

Rates Fringes

CARPENTER.....\$ 36.15 20.43

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CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

Rates Fringes

PILEDRIVERMAN

Zone A.....\$ 31.03 22.69

Zone B.....\$ 31.03 22.69

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ELEC0014-002 06/14/2020

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK  
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &  
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA  
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST  
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN  
COUNTIES

Rates Fringes

Electricians:.....\$ 35.98 20.98

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ELEC0014-007 07/05/2020

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

Installer/Technician.....\$ 27.75 15.14

Low voltage construction, installation, maintenance and  
removal of teledata facilities (voice, data, and video)  
including outside plant, telephone and data inside wire,  
interconnect, terminal equipment, central offices, PABX,

fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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 ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

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 ELEC0158-002 06/01/2020

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.77	29.75%+10.26

-----  
 ELEC0159-003 08/02/2020

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.86	22.67

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 ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
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Electricians:  
 Electrical contracts over



\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

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 ELEC0242-005 05/31/2020

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 39.77	28.11

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 ELEC0388-002 06/01/2020

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.85	26%+11.20

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 ELEC0430-002 02/02/2021

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 41.859	22.871

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 ELEC0494-005 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.84	25.54

-----  
 ELEC0494-006 06/01/2020

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
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Electricians:.....\$ 36.32 22.51

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ELEC0494-013 06/07/2020

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUCKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Sound & Communications

Installer.....\$ 21.46 18.52  
Technician.....\$ 31.34 20.00

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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ELEC0577-003 06/01/2020

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

Rates Fringes

Electricians:.....\$ 34.23 29.50%+10.00

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ELEC0890-003 06/01/2020

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,  
 RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.41	25.95%+11.11
-----		
ELEC0953-001 06/02/2019		

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60
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\* ENGI0139-005 06/01/2020

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.62	23.80
Group 2.....	\$ 41.12	23.80
Group 3.....	\$ 40.62	23.80
Group 4.....	\$ 40.36	23.80
Group 5.....	\$ 40.07	23.80
Group 6.....	\$ 34.17	23.80

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour  
 EPA Level "B" protection - \$2.00 per hour  
 EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes

(excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

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IRON0008-002 06/01/2020

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,  
 MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO  
 COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 37.31	27.62

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
 Day, Thanksgiving Day & Christmas Day.

-----  
 IRON0008-003 06/01/2020

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),  
 WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.11	27.87

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
 Day, Thanksgiving Day & Christmas Day.

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 IRON0383-001 06/01/2020

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,  
 GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,  
 JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,  
 MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern  
 area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,  
 WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.10	27.06

-----  
 IRON0498-005 06/01/2019

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and  
 WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
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IRONWORKER.....\$ 40.25 40.53

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IRON0512-008 06/03/2019

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,  
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU  
COUNTIES

Rates Fringes

IRONWORKER.....\$ 37.60 29.40

-----  
IRON0512-021 06/03/2019

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,  
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

Rates Fringes

IRONWORKER.....\$ 33.19 29.40

-----  
LAB00113-002 06/01/2020

MILWAUKEE AND WAUKESHA COUNTIES

Rates Fringes

LABORER

Group 1.....\$ 30.05 22.26  
Group 2.....\$ 30.20 22.26  
Group 3.....\$ 30.40 22.26  
Group 4.....\$ 30.55 22.26  
Group 5.....\$ 30.70 22.26  
Group 6.....\$ 26.54 22.26

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;  
Demolition and Wrecking Laborer; Guard Rail, Fence, and  
Bridge Builder; Landscaper; Multiplate Culvert Assembler;  
Stone Handler; Bituminous Worker (Shoveler, Loader, and  
Utility Man); Batch Truck Dumper or Cement Handler;  
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);  
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator; Demolition Burning Torch

Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/01/2020

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.30	22.26
Group 2.....	\$ 29.40	22.26
Group 3.....	\$ 29.45	22.26
Group 4.....	\$ 29.65	22.26
Group 5.....	\$ 29.50	22.26
Group 6.....	\$ 26.39	22.26

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/01/2020

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.11	22.26
Group 2.....	\$ 29.26	22.26
Group 3.....	\$ 29.46	22.26
Group 4.....	\$ 29.43	22.26
Group 5.....	\$ 29.76	22.26
Group 6.....	\$ 26.25	22.26

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LAB00140-002 06/01/2020

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,



WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.72	17.95
Group 2.....	\$ 33.82	17.95
Group 3.....	\$ 33.87	17.95
Group 4.....	\$ 34.07	17.95
Group 5.....	\$ 33.92	17.95
Group 6.....	\$ 30.35	17.95

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/01/2020

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.00	17.95
Group 2.....	\$ 34.10	17.95
Group 3.....	\$ 34.15	17.95
Group 4.....	\$ 34.35	17.95
Group 5.....	\$ 34.20	17.95

Group 6.....\$ 30.35 17.95

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

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PAIN0108-002 06/01/2019

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.08	20.36

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PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,  
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

-----  
PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND  
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

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PAIN0781-002 06/01/2019

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 33.30	23.86
Brush.....	\$ 32.95	23.86
Spray & Sandblast.....	\$ 33.70	23.86

-----  
PAIN0802-002 06/01/2019

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 30.93	18.44

PREMIUM PAY:  
Structural Steel, Spray, Bridges = \$1.00 additional per  
hour.

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PAIN0802-003 06/01/2019

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 30.93	18.58
-----		
PAIN0934-001 06/01/2017		

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95
-----		
PAIN1011-002 06/02/2019		

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 25.76	13.33
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PLAS0599-010 06/01/2017		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE,

LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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 TEAM0039-001 06/01/2020

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 31.07	22.94
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 31.22	22.94
-----		
WELL DRILLER.....	\$ 16.52	3.70
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



**00860 - DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
COMPLIANCE REQUIREMENTS**

# Contract Packet for DBE Compliance

Learn about the Environmental Loans programs and find guidance at [dnr.wi.gov/aid/eif.html](http://dnr.wi.gov/aid/eif.html).

*This packet contains important information and required forms for compliance with EPA's Disadvantaged Business Enterprise (DBE) regulations.*

**ALL recipients of Clean Water Fund Program (CWFP) or Safe Drinking Water Loan Program (SDWLP) financial assistance must meet the requirements detailed on page 2 of this packet and use the federal form indicated.**

**IN ADDITION**, the department must designate some projects as "Federal Equivalency" projects each year. Any recipient whose project is Federal Equivalency must meet ALL of the requirements described in this packet. Read the two paragraphs below and see the chart on page 2 of this "Contract Packet for DBE Compliance" to determine whether your project will require your municipality to meet the smaller set of requirements or the larger/Federal Equivalency requirements for DBE compliance.

**CWFP Projects:** The department will select CWFP Federal Equivalency projects and notify the municipality of its selection prior to the bidding of that project.

**SDWLP Projects:** Starting with SFY 2020, all SDWLP projects in municipalities with a population of 10,000 or greater and total project costs of \$1,000,000 or greater will automatically be designated as Federal Equivalency.



For additional information regarding DBE procurement requirements, contact the [DNR loan project manager](#) assigned to your project or the DBE Specialist at 608-267-0490 or [Casey.Sweeney@wisconsin.gov](mailto:Casey.Sweeney@wisconsin.gov).

Visit [dnr.wi.gov/aid/documents/eif/guide/DBE.html](http://dnr.wi.gov/aid/documents/eif/guide/DBE.html)

DNR, Environmental Loans Section—CF/2, 101 S. Webster Street, PO Box 7921, Madison, WI 53707-7921  
PUB-CF-029 08/2020 Wisconsin DNR Environmental Loans Section CWFP 608-267-7475 SDWLP 608-266-5889

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Program implementation details are outlined in chs. [NR 162](#) and [NR 166](#), Wis. Adm. Code. **Legal notice:** This document is intended solely as guidance and does not contain any mandatory requirements except where requirements found in statute or administrative rule are referenced. Any regulatory decisions made by the Department of Natural Resources in any matter addressed by this guidance will be made by applying the governing statutes and administrative rules to the relevant facts. The Wisconsin Department of Natural Resources provides equal opportunity in its employment, programs, services, and functions under an Affirmative Action Plan. If you have any questions, please write to Equal Opportunity Office, Department of Interior, Washington, D.C. 20240. This publication is offered in other formats upon request, call 608-267-9481.



# WHICH DBE REQUIREMENTS APPLY TO YOUR MUNICIPALITY OR PROJECT?

Throughout this Packet:

- **Items in red text apply to ALL municipalities and projects.**
- **Items in blue text apply to each project designated as Federal Equivalency.**

Specific DBE Requirement	CWFP & SDWLP		
	Non-federal Equivalency Projects	CWFP & SDWLP Federal Equivalency Projects w/ Costs @ <i>or Below</i> \$250,000	CWFP & SDWLP Federal Equivalency Projects w/ Costs <i>Over</i> \$250,000
<b>Solicit for DBEs</b>	X	X	X
<b>Submit DBE Good Faith Certification Form</b>	X	X	X
<b>Use Federal Form 6100-4</b>	X	X	X
<b>Establish and Keep a Bidders List</b>			X
<b>Include Extra Conditions in Contracts</b>		X	X
<b>Meet Contract Administration Requirements</b>		X	X

# THE SIX GOOD FAITH EFFORTS

**All CWF and SDWLP financial assistance recipients must comply with the Six Good Faith Effort requirements.**

## What is the purpose of the Six Good Faith Efforts?

The Six Good Faith Efforts are required by EPA for financial assistance agreement recipients to ensure that all disadvantaged business enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance dollars.

## What are the Six Good Faith Efforts?

In order to demonstrate a good faith effort, the recipient and the prime contractor must, at a minimum, fulfill the following six (6) affirmative steps:

1. Include qualified DBEs on solicitation lists.
2. Assure that potential DBEs are solicited whenever they are potential sources.
3. Divide scope of work (total requirements), when economically feasible, into smaller tasks or quantities to permit maximum participation of DBEs.
4. Establish delivery schedules (for projects where the requirements of the work allow) that will encourage participation by DBEs.
5. Use the services and assistance of the following, as appropriate:
  - [Small Business Administration](#)
  - [Minority Business Development Agency](#)
  - [U.S. Department of Commerce](#)
  - See the [List of Certified DBEs](#) for agencies in Wisconsin and bordering states providing similar support.
6. If the prime contractor awards contracts/procurements, require subcontractors to take the affirmative steps above.

Note: For additional information regarding the solicitation requirements, please see the “**DBE Solicitation Guidance**” on pages 8 and 9 of the “Contract Packet for DBE Compliance”.

## FEDERAL EQUIVALENCY VS. NON-FEDERAL EQUIVALENCY PROJECT REQUIREMENTS

As noted above, **all municipalities** must comply with the **Six Good Faith Efforts and other steps** identified in **EI Form 8700-294**. In addition, **all municipalities that utilize one or more DBEs** in their CWF or SDWLP projects must **submit EPA Form 6100-4**. These are the only DBE requirements for projects that are non-Federal Equivalency.

**EPA Form 6100-4** – The DBE Program Subcontractor Utilization Form captures the prime’s intended use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract. Recipients are required to have the prime contractors complete the form and submit as part of their bid package.

**Projects designated as Federal Equivalency must comply with the above requirements AND all of the requirements described in the remaining pages of this Contract Packet.**

# CONTRACT ADMINISTRATION REQUIREMENTS

## What are the Contract Administration requirements?

A number of provisions are designed to prevent unfair practices that adversely affect DBEs. Those provisions are as follows:

- 1) A loan recipient must require its prime contractor to pay its subcontractor for satisfactory performance no later than 30 days from the prime contractor's receipt of payment from the loan recipient.
- 2) A loan recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- 3) If a DBE subcontractor fails to complete work under the subcontract for any reason, the loan recipient must require the prime contractor to employ the six good faith efforts if soliciting a replacement subcontractor.
- 4) A loan recipient must require its prime contractor to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

## What is the Bidders List requirement?

According to the US EPA: "The purpose of the bidders list is to provide the recipient [DNR] and entities receiving identified loans who conduct competitive bidding [municipalities] with a more accurate database of the universe of MBE/WBE and non-MBE/WBE prime contractors and subcontractors. The bidders list is intended to be a list of all firms that are participating, or attempting to participate, on EPA assisted contracts."

"The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs and non-MBE/WBEs."

The bidders list must be kept until construction and the project closeout process are complete.

## What information must be retained on the Bidders List?

- 1) Entity's name with point of contact;
- 2) Entity's mailing address, telephone number, and email address;
- 3) The procurement on which the entity bid or quoted, and when; and
- 4) Entity's status as an MBE/WBE or non-MBE/WBE.

## What is the exemption from the Bidders List requirement?

A municipality receiving funds in the amount of \$250,000 or less in any single financial assistance agreement, or in more than one financial assistance agreement with a combined total of \$250,000 or less in any one fiscal year, is exempt from the requirement to create and maintain a bidders list.

This exemption is limited to the bidders list requirements only.

# REQUIRED CONTRACT CONDITIONS

***Include the following language in all construction contracts associated with a Federal Equivalency project.***

This project is being financed in whole or in part by the Wisconsin Department of Natural Resources through the Clean Water Fund Program (CWFP) or the Safe Drinking Water Loan Program (SDWLP). Municipalities constructing projects designated as Federal Equivalency must comply with the following federal laws and all applicable state and federal laws, rules, and regulations and must ensure that their contractor(s) also comply with these laws, rules, and regulations.

- 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Rehabilitation Act of 1973 (P.L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), the Older Americans Amendments of 1975 (P.L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), and subsequent regulations ensure access to facilities or programs regardless of race, color, national origin, sex, age, or handicap.
- 2) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations, prohibits employment discrimination on the basis of race, color, religion, sex, or national origin. Inclusion of the seven clauses in Section 202 of E.O. 11246 as amended by E.O. 11375 and 12086 are required in all project related contracts and subcontracts for municipalities over 3,300 population.
- 3) Executive Orders 11625, 12138, and 12432; 40 CFR part 33; Section 129 of P.L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 USC. 437d); a 1993 appropriations act ("EPA's 8% statute"); and Public Law 101-549, Title X of the Clean Air Acts Amendments of 1990 (42 USC. 7601 note) ("EPA's 10% statute") encourage recipients to award construction, supply, and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and require recipients to utilize affirmative steps in procurement.
- 4) 40 CFR Part 33 - Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements sets forth a narrowly tailored EPA program to serve the compelling government interest of remedying past and current racial discrimination through agency-wide DBE procurement objectives.
- 5) Executive Order 12549, 3 CFR, 189; and 40 CFR Part 32, Subparts B and C, prohibit entering into contracts or subcontracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: <http://epls.arnet.gov/>.
- 6) Executive Order 13202, as amended by Executive Order 13208, does not allow bid specifications, project agreements, or other controlling agreements to require or prohibit bidders, contractors, or subcontractors to enter into or to adhere to project labor agreements.
- 7) Section 513 of the Federal Water Pollution Control Act (33 USC 1372) or Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 USC. App.) and section 3145 of title 40, United State Code.

- **Please note this provision (Davis-Bacon) applies to ALL loan recipients.**

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**EPA FORM 6100-4 (DBE Subcontractor Utilization Form)**

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**EPA FORM 6100-4 (DBE Subcontractor Utilization Form)**



# DISADVANTAGED BUSINESS ENTERPRISE (DBE) SOLICITATION GUIDANCE

**All municipalities** applying for funds from the Clean Water Fund Program (CWFP) or the Safe Drinking Water Loan Program (SDWLP) **must make good faith efforts** to solicit disadvantaged business enterprises (DBEs) in their construction projects. When procuring construction work, equipment, raw materials, or supplies for a project, a municipality must comply with the DBE solicitation requirements whenever the procurement must be bid under the state procurement laws. DBEs include, but are not limited to, minority business enterprises (MBEs) and women business enterprises (WBEs).

**Prime contractors and subcontractors** participating in a CWFP or SDWLP funded project **must also make good faith efforts** whenever they subcontract for construction work, equipment, raw materials, or supplies.

**IMPORTANT: Good faith efforts include solicitation** of DBEs **and other steps** identified in Form 8700-294, DBE Good Faith Certification Form, which the municipality must complete before receiving a loan. See Forms section below.

**When advertising bids** for a CWFP or SDWLP funded project, municipalities and contractors must meet the DBE requirements, including the solicitation requirements below. Prime contractors and subcontractors must continue to use the solicitation methods described below under "Three Options to Meet Solicitation Requirements" when hiring any subcontractors for CWFP or SDWLP projects, even if utilization goals have already been met. Municipality must submit to DNR an affidavit of publication along with the advertisement.

## Three Options to Meet Solicitation Requirements

Municipalities, when hiring prime contractors; prime contractors, when hiring subcontractors; and subcontractors, when hiring other subcontractors, must do **at least one** of the following in order to comply with DBE solicitation requirements:

1. **Include language in bid advertisements** that encourages DBEs to submit bid proposals. If contracts are advertised separately, each advertisement should include the DBE language.
  - **MUNICIPALITIES:** To make a good faith effort when hiring prime contractors, the municipality can add a simple statement to its advertisements for prime contractors such as "We encourage DBEs, including MBEs and WBEs, to submit bid proposals." The advertisements must appear at least in the official newspaper of public record for the municipality. **The municipality must then submit a copy of the advertisement and an affidavit of publishing to the DNR along with other bid documents.**
  - **PRIME CONTRACTORS AND SUBCONTRACTORS:** To make a good faith effort when subcontracting, a contractor can advertise for subcontractors with an ad that includes a simple statement like "DBEs, including MBEs and WBEs, are encouraged to submit proposals." If just one advertisement is published for all areas of work that may be subcontracted, it should indicate those types of work that could be subcontracted. The advertisement(s) must appear in an industry trade publication and/or the official newspaper of public record for the municipality. **The prime contractor should supply a copy of the advertisement to the consulting engineer or the municipality so they can submit it to the DNR along with other bid documents.**
2. **Contact DBEs on a Unified Certification Program (UCP) List** to solicit bids from these firms (e.g., firms registered in the WisDOT UCP, [wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx](http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx)). This good faith effort option is available for municipalities, prime contractors and subcontractors to comply with the DBE requirements. The individual that makes the contacts should document all the contacts, preferably using [Form 8700-294a](#), the DBE Contacts Worksheet.

The UCP lists are the main sources of certified DBEs for the CWF and the SDWLP, but there are other sources available. Any certification must meet the same requirements as those used for UCP-listed businesses. Any firm providing DBE certifications must be approved by the U.S. Environmental Protection Agency (USEPA).

3. **Utilize DBEs registered with the UCP** (e.g., WisDOT UCP, [wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx](https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx)). Municipalities must require prime contractors to complete and submit with bids EPA Form 6100-4, DBE Subcontractor Utilization Form, for any DBE subcontractors they intend to use on the contract. **Municipalities must then submit those forms to DNR along with other bidding documents prior to loan closing.**

## When Solicitation Requirements Are Not Met

If none of the above options are used by the municipality and the construction contractor(s) to meet DBE solicitation requirements for a project, **8% of the construction costs in the project budget will be ineligible for SDWLP funding or eligible only for the market interest rate in the CWF.**

**MUNICIPALITIES:** If a contractor follows at least one of the options to meet DBE solicitation requirements for a project contract, but the municipality uses none of the options to meet DBE solicitation requirements for a project contract, **1% of the construction costs in the project budget for that contract will be ineligible for SDWLP funding or eligible only for the market interest rate in the CWF.**

**PRIME CONTRACTORS:** If a municipality uses at least one of the options to meet DBE solicitation requirements for a project contract, but the prime contractor uses none of the options to meet DBE solicitation requirements, **7% of the costs of that specific construction contract that would have been eligible for subsidy will instead be ineligible for SDWLP funding or eligible only for market interest rate in the CWF.**

## Forms

Use the following forms to document good faith efforts and DBE utilization. You can obtain all DBE-related forms from our website at [dnr.wi.gov/Aid/documents/EIF/Forms/Forms.html](https://dnr.wi.gov/Aid/documents/EIF/Forms/Forms.html), or by contacting the DBE Specialist listed below.

**[EIF Form 8700-294](#) – DBE Good Faith Certification Form.** This mandatory form asks the municipality to certify that required steps were taken to utilize DBEs, including MBEs and WBEs, in its EIF project. The municipality must answer several questions and provide explanations or justification for any “no” answers as to why specific steps were not taken.

**[EIF Form 8700-294a](#) – DBE Contacts Worksheet.** It is not mandatory to submit this form when following Option 2 to meet good faith efforts, but we encourage municipalities and contractors to use Form 8700-294a. This form provides an easy format for documenting contacts and provides DNR with all the information needed to conduct a review of DBE good faith efforts.

**[EPA Form 6100-4](#) – DBE Program Subcontractor Utilization Form.** This form captures the prime contractor’s intended use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract. This form is further explained on page 3 of the “Contract Packet for DBE Compliance”.

## Contact Information

For additional information regarding DBE procurement requirements, contact:

- [DNR loan project manager](#) assigned to your project; or
- Casey Sweeney, DBE Specialist, at 608-267-0490 or [Casey.Sweeney@wisconsin.gov](mailto:Casey.Sweeney@wisconsin.gov).

Information is also available on the Environmental Loans website at [dnr.wi.gov/Aid/documents/EIF/Guide/DBE.html](https://dnr.wi.gov/Aid/documents/EIF/Guide/DBE.html).

**Environmental Improvement Fund (EIF)  
DBE Contacts Worksheet**  
Form 8700-294A (R 03/17)

State of Wisconsin  
Department of Natural Resources  
Bureau of Community Financial Assistance  
101 S. Webster St., PO Box 7921  
Madison WI 53707-7921  
Phone No. (608) 266-7555 FAX (608) 267-0496  
Website: [dnr.wi.gov/Aid/EIF.html](http://dnr.wi.gov/Aid/EIF.html)

**NOTE:** This form is authorized by chs. NR 162 and NR 166, Wis. Adm. Code. The information requested on this form is necessary for the review of solicitation of Disadvantaged Business Enterprises (DBEs). This form is intended to be a tool to assist those seeking funding from the EIF (Clean Water Fund Program or Safe Drinking Water Loan Program) to meet the DBE requirements of EIF programs. Submitting this form to the Department is optional. Applicants may submit the form as the required documentation of solicitation efforts or provide the information in some other format. Personally identifiable information provided on this form will only be used in determining whether or not DBE requirements are met. Failure to complete or submit this form has no impact on the applicant. For complete information regarding DBE requirements, see the Contract Packet for DBE Compliance on DNR's website at <http://dnr.wi.gov/Aid/documents/EIF/Guide/DBE.html>.

Contact DBEs on a Unified Certification Program (UCP) List to solicit bids from DBE firms (e.g., firms registered in the WisDOT UCP, <http://wisconsin.dot.gov/pages/doing-bus/civil-rights/dbe/certified-firms.aspx>). The individual that makes the contacts should document all contacts. Contact at least 2 minority business enterprises (MBEs) and 2 women's business enterprises (WBEs); additional contacts may be to any type of DBE. Only contacts made to DBEs on DOT's UCP list can be considered in determining whether a good faith effort was made to solicit DBEs.

**Project Information**  
Name of Municipality \_\_\_\_\_ EIF Project Number \_\_\_\_\_

Name of Prime Contractor \_\_\_\_\_ Information Prepared By (Name and Phone or E-Mail Address) \_\_\_\_\_

Contacts	Contact 1	Contact 2	Contact 3
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No



**Environmental Improvement Fund (EIF)  
DBE Contacts Worksheet**

Form 8700-294A (R.03/17) Page 2 of 4

Information Needed For Review	Contact 4	Contact 5	Contact 6
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Information Needed For Review	Contact 7	Contact 8	Contact 9
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**Environmental Improvement Fund (EIF)  
DBE Contacts Worksheet**

Form 8700-294A (R 03/17) Page 3 of 4

Information Needed For Review	Contact 10	Contact 11	Contact 12
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Information Needed For Review	Contact 13	Contact 14	Contact 15
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**Environmental Improvement Fund (EIF)  
DBE Contacts Worksheet**  
Form 8700-294A (R 03/17)

Information Needed For Review	Contact 16	Contact 17	Contact 18
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Information on Utilized Firms			
Business Name	Street Address	City, State, Zip	Type of Product or Service
			Subcontract Amount



## **00870-AMERICAN IRON AND STEEL (A.I.S.)**

### **REQUIREMENTS**

#### **GENERAL**

The Contractor acknowledges to and for the benefit of the Village of Ridgeway ("Purchaser") and the State of Wisconsin (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Safe Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

#### **IRON AND STEEL PRODUCTS**

The term "iron and steel products" means the following products made primarily of iron or steel:

- Lined or unlined pipes and fittings
- Manhole covers and other municipal castings
- Hydrants
- Tanks
- Flanges
- Pipe clamps and restraints
- Valves
- Structural Steel
- Reinforced precast concrete
- Construction materials

**SAMPLE CERTIFICATIONS**

**A) Step Certification:**

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project

# \_\_\_\_\_; \_\_\_\_\_, \_\_\_\_\_.  
(Project #/Name) (City/Town/Village) (State)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

- 1.
- 2.
- 3.

Such process took place at the following location:

\_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

\_\_\_\_\_



**B) Standard Certification:**

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project

# \_\_\_\_\_; \_\_\_\_\_, \_\_\_\_\_.  
(Project #/Name) (City/Town/Village) (State)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

- 1.
- 2.
- 3.

Such process took place at the following location:

\_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

\_\_\_\_\_



**00941 - CHANGE ORDER NO. \_\_\_\_\_**

Date of Issuance:  
Owner:  
Contractor:  
Engineer:  
Project:

Effective Date:  
Owner's Contract No.:  
Contractor's Project No.:  
Engineer's Project No.:  
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIMES</b> <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:  \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order:  \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order:  \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

<b>RECOMMENDED:</b>	<b>ACCEPTED:</b>	<b>ACCEPTED:</b>
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Contract description.
  2. Work by Owner or other Work at the Site.
  3. Owner-furnished products.
  4. Contractor's use of Site.
  5. Future work.
  6. Work sequence.
  7. Owner occupancy.
  8. Permits.
  9. Specification conventions.
  10. Miscellaneous provisions.

#### 1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes sanitary sewer, water main, and storm sewer systems' replacement/installation and site/street reconstruction on Keane Street, Alley, Weaver Street, Kirby Street, and Hughitt Street.
- B. Perform Work of each Contract under separate Contract with Owner according to Conditions of Contract.
- C. Work of each separate Contract is identified in the following and on Drawings:
1. Contract #1:
    - a. Location:
      - 1) Keane Street from Richards Street to E. Dead End.
      - 2) Alley from Richards Street to Jarvis Street.
      - 3) Weaver Street from Main Street to Kirby Street.
      - 4) Kirby Street from Weaver Street to Jarvis Street.
      - 5) Hughitt Street from Wells Street to S. Dead End.
    - b. Description of Work to be completed: Full street reconstruction and replacement of utilities. Work includes:
      - 1) Traffic control.
      - 2) Installation and maintenance of erosion control measures.
      - 3) Clearing and grubbing.
      - 4) Tree and stump removal.
      - 5) Installation of sanitary sewer, manholes, and appurtenances.
      - 6) Installation of water main, hydrants, and appurtenances.
      - 7) Installation of storm sewer, inlets, manholes, and appurtenances.
      - 8) Street reconstruction:

- a) Excavation of street, sidewalks, driveways, etc.
- b) Placement of select crushed material.
- c) Placement of crushed aggregate base course.
- d) Installation of curb and gutter.
- e) Placement of HMA pavement.
- f) Installation of concrete sidewalks and driveways.
- 9) Landscaping and restoration.

### 1.3 WORK BY OWNER OR OTHERS

- A. If Owner-awarded contracts interfere with each other due to work being performed at the same time or at the same Site, Owner will determine the sequence of work under all contracts according to "Work Sequence" and "Contractor's Use of Site" Articles in this Section.
- B. Coordinate Work with utilities of Owner and public or private agencies.
  - 1. Alliant Energy, Frontier Communications, Charter Communications, and Madison Gas & Electric have underground and overhead facilities within the project limits. Each utility company will be responsible for: securing utility poles; relocation of the utility poles; and relocation of overhead and underground utility facilities, as applicable, on the Project site that are in conflict with the proposed sanitary sewer, water main, storm sewer, and street construction of the Project.
  - 2. The Contractor is responsible for:
    - a. Contacting Alliant Energy to relocate/brace utilities at the following locations:
      - 1) Keane Street – relocate electrical pole and guy wire near Sta 107+00.
      - 2) Keane Street – relocate electrical pole and guy wire near Sta 109+50.
      - 3) Keane Street – relocate electrical pole in the NE corner of the Keane Street/Pierce Street intersection.
      - 4) Keane Street – relocate electrical pole and guy wire near Sta 113+25.
      - 5) Weaver Street – brace pole at the NW corner of Weaver Street/Kirby Street intersection.
      - 6) Weaver Street – brace pole at the SW corner of Weaver Street/Alley.
      - 7) Alley – brace pole near Sta 204+50.
      - 8) Alley – brace pole at the SE corner of Alley/Richards Street intersection.
      - 9) Alley – brace pole near Sta 201+75.
      - 10) Alley – brace pole near Sta 203+00.
      - 11) Alley – brace pole near Sta 203+50.
      - 12) Alley – brace pole near Sta 206+50.
      - 13) Alley – brace pole at the Alley/Jarvis Street intersection.
    - b. Contacting Madison Gas & Electric to verify if the proposed improvements will conflict with the existing gas main/services at the following locations (Stations are approximate):
      - 1) Keane Street – gas valve at the NE corner of the Keane Street/Pierce Street intersection.
      - 2) Alley – gas valve at the Alley/Richards Street intersection.
      - 3) Alley – gas main near Sta 202+50.

- c. Contacting Frontier Communications and Charter Communications to verify if the proposed improvements will conflict with any existing underground cable.
- C. Owner will complete the following Work:
  - 1. Owner responsible for all pavement markings.
- D. Owner will remove and retain possession of the following items before start of Work:
  - 1. None.
- E. Remove and deliver to Owner the following items before and/or during the Work:
  - 1. 6" gate valve at the Keane Street/Weaver Street intersection in working condition.
  - 2. All hydrants noted for removal shall be salvaged and delivered to the Owner.
  - 3. All sanitary sewer castings noted for removal shall be salvaged and delivered to the Owner.
  - 4. All storm sewer castings noted for removal shall be salvaged and delivered to the Owner.

#### 1.4 OWNER-FURNISHED PRODUCTS

- A. Items furnished by Owner for installation by Contractor:
  - 1. None.

#### 1.5 CONTRACTOR'S USE OF SITE

- A. Limit use of Site to allow:
  - 1. Work by Owner.
  - 2. Work by Others.
  - 3. Use of Site by the public:
    - a. Keep driveways and entrances servicing premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - b. When the Contractor is working directly in front of a business or property, the Contractor is to minimize access restriction to the best of his ability. Contractor must clean up the project site each evening before leaving so as to provide an acceptable lane of traffic for local usage.
    - c. If access to a residence(s) is prohibited (i.e. curb and gutter installation, sidewalk and driveway installation, and HMA pavement installation), the Contractor is to provide a 24 hour notice and schedule of when access will be restored.
    - d. Prior to Labor Day Weekend and July 4th, 2021, the contractor must clear all construction equipment, construction debris, and materials on Hughitt Street from Wells Street to the S. Dead End and have the streets accessible to traffic.
- B. Construction Operations: Limited to areas indicated on Drawings.
  - 1. Contractor shall have full use of the project site for construction operations as allowed by law, ordinances, permits, easement agreements, and the Contract Documents.

2. The project site is limited to property boundaries, rights-of-way, easements, and other areas designated in the Contract Documents.
3. Provide protection and safekeeping of material and products stored on or off the project site.
4. Move any stored material or products which interfere with operations of Owner or other Contractors.

C. Time Restrictions for Performing Work:

1. As described in General Conditions, GC-7.02B and Supplementary Conditions, SC-7.02B.

D. Utility Outages and Shutdown:

1. Coordinate and schedule utility outages with Owner.
2. Water system outages:
  - a. Contractor must coordinate water system outages with Engineer and Owner a minimum of 48 hours prior.
  - b. Contractor must coordinate single home water outages (i.e. hooking up water service) a minimum of 24 hours prior.

1.6 FUTURE WORK

- A. None.

1.7 WORK SEQUENCE

- A. Conduct the Work in the following phases and order, which each phase substantially complete before the beginning of the next phase. The Work **must be substantially completed** by the dates set forth in Article 4 of Section 00520 – Suggested Form of Agreement Between Owner and Contractor for Construction Contract. All Work must be continuous and uninterrupted once started.
1. The following items are required to be completed by the date set forth in Article 4 of Section 00520:
    - a. All Work
      - 1) All Work.

1.8 PERMITS

- A. Furnish necessary permits for construction of Work including the following:
1. Dewatering permit. (if Applicable)
  2. Each Contractor is responsible for locating all disposal sites and all necessary permitting required with regards to the disposal sites.

1.9 SPECIFICATION CONVENTIONS

- A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.



- B. Sections in Division 01 govern the execution of Work of all Sections in the Specifications.
- C. Industry Standards:
  - 1. Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
  - 2. Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
  - 3. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement.
  - 4. Each section of the specifications generally includes a list of reference standards normally referred to in that respective section. The purpose of this list is to furnish the Contractor with a list of standards normally used for outlining the quality control desired on the project. The lists are not intended to be complete or all inclusive, but only a general reference of standards that are regularly referred to.
  - 5. Each entity engaged in construction on the Project shall be familiar with industry standards applicable to its construction activity. Copies of the applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from the publication source and make them available upon request.
- D. The "Standard Specifications for Sewer and Water Construction in Wisconsin", Sixth Edition, December 22, 2003 with Addendum No. 1, December 22, 2004, will govern the utility construction if a specific item is not covered in these Technical Specifications.
- E. The State of Wisconsin, Department of Transportation, "Standard Specifications for Highway and Structure Construction", Current Edition including all Supplemental Specifications, will be referenced in these specifications for road work performed on this project. The WISDOT Specifications will govern for street construction if a specific item is not covered in these Technical Specifications.
- F. It is the responsibility of the Contractor to obtain copies of both the "Standard Specifications" and the "State Specifications".

#### 1.10 MISCELLANEOUS PROVISIONS

- A. Contractor shall provide, install, and maintain the Project Sign for the duration of the Project.
- B. All erosion control measures must be installed and implemented prior to beginning any construction activity. The erosion control measures must be maintained for the entire duration of the project. If erosion control measures are damaged due to Contractor negligence, the Contractor will be responsible for all replacement. Also, if the Contractor's methods of construction cause unanticipated erosion, then the Contractor will be responsible, at no cost to the Owner, for installing and maintaining the necessary erosion control items.
- C. All dust control is the responsibility of the Contractor from commencement of the Work until completion of the Project, including all weekdays and weekends.

- D. The Contractor is responsible for all traffic control and devices for the Project from commencement of the Work until completion. No two (2) adjacent street intersections can be closed at the same time. Keane Street, Alley, Weaver Street, Kirby Street, and Hughitt Street will be closed to thru traffic for the duration of this project. However, if the Contractor requires additional traffic control due to their construction methods (i.e. flaggers, etc.) then they will be responsible for providing. Keane Street, Alley, Weaver Street, Kirby Street and Hughitt Street shall be closed to through traffic for as minimum of a period of time as possible to minimize traffic inconvenience. The Contractor must conform to the Manual of Uniform Traffic Control Devices (MUTCD), the requirements of the Wisconsin Department of Transportation, and the Village of Ridgeway.
- E. The Contractor is responsible for protecting any yard landscaping, fencing, dog fence (located or not), irrigation piping (located or not), landscaping rock/block, concrete sidewalk, concrete curb and gutter, and driveways, etc. to remain as specified on plan. If any of these items are disturbed due to the construction work they must be replaced back to their original condition. All trees that are not noted for removal are to be protected during construction. Any branches that overhang the project area will be trimmed neatly prior to work commencing.
- F. For any street and traffic signs removed during construction, Contractor must provide temporary signage. Any removal and reinstallation or replacement of the yard landscaping, street and traffic signs, bushes, shrubs, railroad tie retaining wall, block retaining wall, decorative fence, rock and decorative landscaping, and street components as necessary or as shown on the plans or instructed by the Owner or Engineer, are the responsibility of the Contractor and must be replaced back to its original condition.
- G. **\*\*The contractor must relocate all the existing mailboxes in the Work area for the residents and businesses in the Project area to the locations as shown on the plans\*\*.**
- H. The Contractor is responsible for all internal/external manhole seals on the proposed manholes as detailed on the plans; the rehabilitation of the existing sanitary sewer manhole chimneys; the removal of the existing sanitary structures; the verification, abandonment, and capping of the non-active sanitary sewer; the abandonment of the existing non-active sanitary sewer laterals; the final adjustment of the sanitary manhole castings after the installation of the proposed curb and gutter; rock excavation; insulation for frost protection (if necessary), and dewatering (if applicable). **\*\*Contractor to field verify inverts/elevations of sanitary manhole #C-45 and #C-51 prior to ordering\*\*.**
- I. The Contractor is responsible for the supply and installation of the valve box top section over curb box in driveway/sidewalk; the removal of the existing fire hydrants, valves, curb stops, existing curb box top only (if it is located >10' from new connection); the abandonment and capping of the non-active water main; the abandonment of the existing non-active water services; the final adjustment of all valve boxes; rock excavation; and insulation for frost protection (if necessary).
- J. All water main and sanitary sewer installed shall have the required post-construction testing completed and approved of by the Project Engineer prior to the commencement of the street reconstruction portion of this project.
- K. The Contractor is responsible for the adjustment of the storm inlet castings to finished grade, the removal and abandonment of the existing storm sewer as shown on the plans or directed

by the Engineer, the adjustment of existing utility structure castings and insulation for frost protection (if necessary).

- L. All excavated material from the sanitary sewer, water main, storm sewer, and street construction shall be hauled, and properly disposed, off the Project Site. All concrete and bituminous materials must be broken into small, manageable pieces and hauled, and properly disposed, off the Project Site. The Owner must approve all haul routes planned to be used by the contractor. The contractor is responsible for locating all disposal sites and all necessary permitting required with regards to the disposal sites.
- M. All saw cutting of existing concrete and bituminous pavement and removal of existing pavement, driveways, bituminous pavement, concrete sidewalks, and concrete curb and gutter, as shown on the plans or directed by the Engineer, is the responsibility of the Contractor.
- N. Once the street subgrade is prepared and compacted, the Contractor is to contact the Engineer in order to conduct a "proof-roll" of the subgrade to determine the location of any "soft areas" in the subgrade. Any areas that are determined to be substandard shall be over-excavated and have geotextile fabric placed before the installation of the breaker run, as determined by the Engineer. Any unauthorized over-excavation or placement of geotextile fabric, whether it is warranted or not, will not be paid for. The contractor is then required to furnish and install geotextile fabric, six inches (6") of breaker run in two lifts, and six inches (6") of crushed aggregate base course in two lifts. Each lift of breaker run and crushed aggregate base course must be compacted properly as specified or instructed by the Engineer.

The Contractor is responsible for the final preparation of the concrete and bituminous pavement crushed aggregate base course material; installation/replacement of 24" curb and gutter, type 'x' curb and gutter, reverse-pitch curb and gutter, concrete sidewalk, concrete driveways, bituminous driveways, and gravel driveways; and the installation of the bituminous driveway aprons. Any existing pavement or base course disturbed due to the construction work must be replaced, at a minimum, to its current thickness. Any additional concrete, bituminous pavement, or landscaping that needs to be replaced due to negligence on the part of the contractor shall be replaced and will not be paid.

- O. The Contractor is responsible for all tree and stump removal indicated on plans. **\*\*The Contractor is responsible for hauling all cut trees and grinded stumps to the Village Wastewater Treatment Plant\*\*.**
- P. The Contractor is responsible for replacement of all disturbed lawn and street components caused by its construction activities that are within and beyond the construction limits. After the Project has been stabilized, it is the Contractor's responsibility to remove all non-permanent best management practices (BMP's) and complete any necessary restoration as a result of the removal of these BMP's.
- Q. The Contractor is responsible for protecting any existing concrete, rock, or segmental retaining walls encountered on the project. If any walls are damaged due to the Contractor's construction methods or negligence, the Contractor will be responsible for correcting said damage.
- R. Contractor must conform to all applicable laws, ordinances, and regulations.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 011000

## SECTION 011400 - MOBILIZATION, BONDS, AND INSURANCE

### PART 1 - GENERAL

#### 1.1 SCOPE

- A. This item shall consist of mobilization of personnel, equipment, and supplies at the project site in preparation for beginning work on contract items and the payment of bonds and insurance. Mobilization shall include, but is not limited to, the movement of equipment, personnel, material, supplies, etc. to the project site and the establishment of office and other facilities, as necessary, prior to beginning the work. Multiple mobilizations shall be inclusive whether planned or unplanned due to Contractor's method of construction or due to Owner.

#### 1.2 UNIT PRICE- MEASUREMENT AND PAYMENT

- A. Mobilization, Bonds, and Insurance:
  1. Basis of Measurement:
    - a. When not listed in the Bid Form, all "Mobilization, Bonds, and Insurance" costs will be considered incidental Work for which no separate payment will be made.
    - b. When listed in the Bid Form, payment for "Mobilization, Bonds, and Insurance" to be made at the lump sum price paid out as indicated below.
  2. Basis of Payment: **Amount shall not exceed seven percent (7%) of the total contract amount**, which shall be paid as follows:
    - a. At 10% of Contract Earned, 50% of bid item to be paid, exclusive of payment for "materials on hand".
    - b. At 15% of Contract Earned, 75% of bid item to be paid, exclusive of payment for "materials on hand".
    - c. At 25% of Contract Earned, 100% of bid item to be paid, exclusive of payment for "materials on hand".

### PART 2 - PRODUCTS - Not Used

### PART 3 - EXECUTION - Not Used

END OF SECTION 011400

## SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Preinstallation meetings.
- F. Closeout meeting.
- G. Alteration procedures.

#### 1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- C. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.
- D. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- E. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.
- F. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

#### 1.3 PRECONSTRUCTION MEETING

- A. Engineer will schedule and preside over meeting after Notice to Proceed.

- B. Attendance Required: Engineer, Owner, Resident Project Representative, appropriate governmental agency representatives, Construction Manager, major Subcontractors, and Contractor.
- C. Minimum Agenda:
  - 1. Submission of executed bonds and insurance certificates.
  - 2. Distribution of Contract Documents.
  - 3. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
  - 4. Designation of personnel representing parties in Contract, and Engineer.
  - 5. Communication procedures.
  - 6. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.
  - 8. Critical Work sequencing.
  - 9. Scheduling activities of Subcontractors.
- D. Engineer: Record minutes and distribute copies to after the meeting.

#### 1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work as required by the Owner.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors Contractors and suppliers, and Engineer, Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems impeding planned progress.
  - 5. Review of submittal schedule and status of submittals.
  - 6. Review of off-Site fabrication and delivery schedules.
  - 7. Maintenance of Progress Schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress.
  - 11. Maintenance of quality and work standards.
  - 12. Effect of proposed changes on Progress Schedule and coordination.
  - 13. Other business relating to Work.
- E. Engineer: Record minutes and distribute copies to participants.

## 1.5 PREINSTALLATION MEETINGS

- A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
- C. Notify Engineer seven days in advance of meeting date.
- D. Prepare agenda and preside over meeting:
  - 1. Review conditions of installation, preparation, and installation procedures.
  - 2. Review coordination with related Work.
- E. Record minutes and distribute to participants. to

## 1.6 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Contractor Construction Manager, major Contractors major Subcontractors, Engineer, Owner, and others appropriate to agenda.
- C. Notify Engineer seven days in advance of meeting date.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 013000



## SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Concealed Work photographs.
- B. Related Requirements:
  - 1. Section 02230 "Site Clearing" for photographic documentation before site clearing operations commence.

#### 1.3 INFORMATIONAL SUBMITTAL

- A. Digital Photographs: Submit image files within three days of taking photographs.
  - 1. Submit photos on CD-ROM or thumb-drive
  - 2. Identification: Provide the following information with each image description in file metadata tag:
    - a. Name of Project.
    - b. Date photograph was taken.

#### 1.4 FORMATS AND MEDIA

- A. Metadata: Record accurate date and time and GPS location data from camera.
- B. File Names: Name media files with date Project area and sequential numbering suffix.

#### 1.5 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs with maximum depth of field and in focus.
- B. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
  - 1. Underground utilities.
  - 2. Underslab services.
  - 3. Piping.
  - 4. Electrical conduit.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Use of electronic CAD files of Project Drawings.
- G. Shop Drawings.
- H. Samples.
- I. Other submittals.
- J. Design data.
- K. Test reports.
- L. Certificates.
- M. Manufacturer's instructions.
- N. Manufacturer's field reports.
- O. Contractor review.
- P. Engineer review.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

### 1.3 SUBMITTAL PROCEDURES

- A. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- B. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite Project, and deliver to Engineer at business address submit electronic submittals via email as PDF electronic files. Coordinate submission of related items.
- E. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- F. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- G. Allow space on submittals for Contractor and Engineer review stamps.
- H. When revised for resubmission, identify changes made since previous submission.
- I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- J. Submittals not requested will not be recognized nor processed.
- K. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

### 1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 013000 - Administrative Requirements.

### 1.5 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

### 1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit electronic submittals via email as PDF electronic files.

- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 - Execution and Closeout Requirements.

#### 1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
  - 1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
  - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
  - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
  - 4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
  - 5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
  - 6. Receiver shall not hold Engineer responsible for such viruses or their consequences, and shall hold Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.
- C. Costs: \$ 250 per file, plus administrative fee of \$ 50 per request paid in advance by certified check or money order payable to Engineer.

#### 1.8 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
  - 1. Include signed and sealed calculations to support design.
  - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit electronic submittals via email as PDF electronic files.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 - Execution and Closeout Requirements.

#### 1.9 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
  - 1. Submit to Engineer for aesthetic, color, and finish selection.
  - 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 - Execution and Closeout Requirements.

#### 1.10 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 017000 - Execution and Closeout Requirements.
- B. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.11 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.12 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, 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.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

#### 1.13 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

#### 1.14 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit report within 5 days of observation to Engineer for information.
- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.15 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.
- B. Contractor: Responsible for:
  - 1. Determination and verification of materials including manufacturer's catalog numbers.
  - 2. Determination and verification of field measurements and field construction criteria.

3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
  4. Determination of accuracy and completeness of dimensions and quantities.
  5. Confirmation and coordination of dimensions and field conditions at Site.
  6. Construction means, techniques, sequences, and procedures.
  7. Safety precautions.
  8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

#### 1.16 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order.
- E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 013300



## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Testing and inspection services.
- F. Manufacturers' field services.

#### 1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

#### 1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### 1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date for receiving Bids except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

#### 1.5 LABELING

- A. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
  - 1. Model number.
  - 2. Serial number.
  - 3. Performance characteristics.
- B. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

#### 1.6 TESTING AND INSPECTION SERVICES

- A. Employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing.
  - 1. Before starting Work, submit testing laboratory name, address, and telephone number, and names of full-time specialist and responsible officer.
  - 2. Submit copy of report of laboratory facilities' inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Engineer.
- C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.

- D. Reports shall be submitted by independent firm to Engineer, Contractor, and authorities having jurisdiction indicating observations and results of tests and compliance or noncompliance with Contract Documents.
  - 1. Submit final report indicating correction of Work previously reported as noncompliant.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - 1. Notify Engineer and independent firm 24 hours before expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- G. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
  - 1. Test Samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
  - 3. Perform indicated sampling and testing of products according to specified standards.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
  - 6. Perform additional tests required by Engineer.
  - 7. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit copies of report to Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Name of inspector.
  - 4. Date and time of sampling or inspection.
  - 5. Identification of product and Specification Section.
  - 6. Location in Project.
  - 7. Type of inspection or test.
  - 8. Date of test.
  - 9. Results of tests.
  - 10. Conformance with Contract Documents.
- J. Limits on Testing Authority:

1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
3. Agency or laboratory may not assume duties of Contractor.
4. Agency or laboratory has no authority to stop the Work.

1.7 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, and testing, adjusting, and balancing of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer is subject to approval of Engineer.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 013300 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 014000

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Temporary facilities under Construction Management Agreement.
- B. Temporary Utilities:
  - 1. Temporary electricity.
- C. Construction Facilities:
  - 1. Field offices and sheds.
  - 2. Vehicular access.
  - 3. Parking.
  - 4. Progress cleaning and waste removal.
  - 5. Project identification.
  - 6. Traffic regulation.
- D. Temporary Controls:
  - 1. Barriers.
  - 2. Enclosures and fencing.
  - 3. Security.
  - 4. Water control.
  - 5. Dust control.
  - 6. Erosion and sediment control.
  - 7. Noise control.
  - 8. Pest and rodent control.
  - 9. Pollution control.
- E. Removal of utilities, facilities, and controls.

#### 1.2 UNIT PRICE – MEASUREMENT AND PAYMENT

- A. Traffic Control:
  - 1. Basis of Measurement: by Lump Sum.  
Basis of Payment: Includes furnishing, installing, and maintaining all traffic control devices as required or as indicated on the plans or instructed by Engineer; storage of all existing signs that are to be removed prior to the detour (if applicable as shown on the plans) and replaced once the detour is complete; covering of existing signs; removal of traffic control devices and restoring existing signage once construction is completed.

### 1.3 TEMPORARY FACILITIES UNDER CONSTRUCTION MANAGEMENT AGREEMENT

#### A. Temporary Provisions Provided by Construction Manager:

1. Temporary barriers, barricades, covered walkways, fencing, exterior closures, and interior closures.
2. Temporary field offices.
3. Cleaning during construction.
4. Access roads and approaches.
5. Temporary sanitary facilities.
6. Temporary fire protection, dust control, erosion and sediment control, water control, noise control, and other necessary temporary controls.
7. Temporary tree and plant protection.
8. Temporary provisions for protection of installed Work.

### 1.4 TEMPORARY ELECTRICITY

- #### A. Provide and pay for power service required from utility source as needed for construction operation.

### 1.5 FIELD OFFICES AND SHEDS

- #### A. Do not use existing facilities for field offices or for storage.

- #### B. Construction: Portable or mobile buildings, or buildings constructed with floors raised aboveground, securely fixed to foundations with steps and landings at entrance doors.

1. Construction: Structurally sound, secure, weathertight enclosures for office and storage spaces. Maintain during progress of Work; remove enclosures when no longer needed.
2. Thermal Resistance of Floors, Walls, and Ceilings: Compatible with occupancy and storage requirements.
3. Exterior Materials: Weather-resistant, finished in one color acceptable to Engineer.
4. Interior Materials in Field Offices: Sheet-type materials for walls and ceilings, prefinished or painted; resilient floors and bases.
5. Lighting for Field Offices: 50 ft-C at desktop height; exterior lighting at entrance doors.
6. Interior Materials in Storage Sheds: As required to provide specified conditions for storage of products.

- #### C. Environmental Control:

1. Heating, Cooling, and Ventilating for Offices: Automatic equipment to maintain comfort conditions.

- #### D. Storage Areas and Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and inspection of products to suit requirements in Section 016000 - Product Requirements.

- #### E. Preparation: Fill and grade Sites for temporary structures sloped for drainage away from buildings.

- F. Maintenance and Cleaning:
  - 1. Weekly janitorial services for field offices; periodic cleaning and maintenance for sheds and storage areas.
  - 2. Maintain walks free of mud, water, snow, and the like.
- G. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas to same or better condition as original condition.

#### 1.6 VEHICULAR ACCESS

- A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.
- B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
- C. Extend and relocate vehicular access as Work progress requires and provide detours as necessary for unimpeded traffic flow.
- D. Locate as approved by Engineer.
- E. Provide unimpeded access for emergency vehicles. Maintain 20 foot-wide driveways with turning space between and around combustible materials.
- F. Provide and maintain access to fire hydrants and control valves free of obstructions.
- G. Provide means of removing mud from vehicle wheels before entering streets.
- H. Use designated existing on-Site roads for construction traffic.

#### 1.7 PARKING

- A. Arrange for temporary gravel surface parking areas to accommodate construction personnel.
- B. Locate as approved by Engineer.
- C. If Site space is not adequate, provide additional off-Site parking.
- D. Use of designated areas of existing on-Site streets and driveways used for construction traffic is permitted. Tracked vehicles are not allowed on paved areas.
- E. Use of existing parking facilities used by construction personnel is permitted.
- F. Do not allow heavy vehicles or construction equipment in parking areas.
- G. Do not allow vehicle parking on existing pavement.
- H. Permanent Pavements and Parking Facilities:
  - 1. Bases for permanent roads and parking areas may be used for construction traffic.

2. Avoid traffic loading beyond paving design capacity. Tracked vehicles are not allowed.
3. Use of permanent parking structures is permitted.

I. Maintenance:

1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, ice, and the like.
2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.

J. Removal, Repair:

1. Remove temporary materials and construction before Substantial Completion.
2. Repair existing facilities damaged by use, to original condition.

K. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.8 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.
- C. Broom and vacuum clean interior areas before starting surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from Site weekly and dispose of off-Site.

1.9 PROJECT IDENTIFICATION

A. Project Identification Sign:

1. One painted sign of construction, design, and content shown on Drawings, location designated.
2. Content:
  - a. Project number, title, logo, and name of Owner.
  - b. Names and titles of authorities.
  - c. Names and titles of Engineer and Consultants.
  - d. Name of Prime Contractor and major Subcontractors.
3. Graphic Design, Colors, and Style of Lettering: Designated by Engineer.

B. Project Informational Signs:

1. Painted informational signs of same colors and lettering as Project identification sign or standard products; size lettering for legibility at 100 -foot distance.



2. Provide municipal traffic agency directional traffic signs to and within Site.
  3. No other signs are allowed without Owner's permission except those required by law.
- C. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.
- D. Show content, layout, lettering, color, sizes,.
- E. Installation:
1. Install Project identification sign within 15 days after date established by Owner-Contractor Agreement.
  2. Erect at .
  3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
  4. Install sign surface plumb and level, with butt joints. Anchor securely.
  5. Paint exposed surfaces of sign, supports, and framing.
- F. Maintenance: Maintain clean signs and supports; repair deterioration and damage.
- G. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

#### 1.10 TRAFFIC REGULATION

- A. Signs, Signals, and Devices:
1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
  2. Automatic Traffic Control Signals: As approved by local jurisdictions.
  3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
  4. Flag Person Equipment: As required by authorities having jurisdiction.
- B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- D. Haul Routes:
1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
  2. Confine construction traffic to designated haul routes.
  3. Provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic.
- E. Traffic Signs and Signals:

1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
2. Provide, operate, and maintain automatic traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
3. Relocate signs and signals as Work progresses, to maintain effective traffic control.

F. Removal:

1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.
3. Remove post settings.

1.11 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas , to allow for Owner's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations .
- B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing building.
1. Barricade Construction: As indicated on Drawings.
  2. Covered Walkway Construction: As indicated on Drawings.
- C. Tree and Plant Protection: Preserve and protect existing trees and plants designated to remain.
1. Protect areas within drip lines from traffic, parking, storage, dumping, chemically injurious materials and liquids, ponding, and continuous running water.
  2. Provide 6' high barriers around drip line, with access for maintenance as indicated on the drawings.
  3. Replace trees and plants damaged by construction operations.
- D. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

1.12 ENCLOSURES AND FENCING

- A. Construction: Commercial-grade chain-link fence or as indicated on the drawings Plastic construction netting .

1.13 SECURITY

A. Security Program:

1. Protect Work on existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
2. Initiate program in coordination with Owner's existing security system at Project mobilization.
3. Maintain program throughout construction period until Owner's acceptance precludes need for Contractor's security.

B. Entry Control:

1. Restrict entrance of persons and vehicles to Project Site and existing facilities.
2. Allow entrance only to authorized persons with proper identification.
3. Maintain log of workers and visitors and make available to Owner on request.
4. Coordinate access of Owner's personnel to Site in coordination with Owner's security forces.

1.14 WATER CONTROL

- A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.
- B. Protect Site from puddles or running water. Provide water barriers as required to protect Site from soil erosion.

1.15 DUST CONTROL

- A. Execute Work by methods that minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.16 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize surface area of bare soil exposed at one time.
- C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.
- F. Comply with sediment and erosion control plan indicated on Drawings.

1.17 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise from construction vehicles and noise produced by construction operations.

1.18 PEST AND RODENT CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work.

1.19 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.20 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before Substantial Completion inspection.
- B. Remove underground installations to minimum depth of 2 feet. Grade Site as indicated on Drawings.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 015000

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.

#### 1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Domestic Products: Except where specified otherwise, domestic products are required and interpreted to mean products mined, manufactured, fabricated, or produced in United States or its territories.
- E. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.
- F. Furnish interchangeable components from same manufacturer for components being replaced.

#### 1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products according to manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

#### 1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.

- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

#### 1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.

PART 2 - PRODUCTS

PART 3 - EXECUTION - Not Used

END OF SECTION 016000

## SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Field engineering.
- B. Closeout procedures.
- C. Starting of systems.
- D. Demonstration and instructions.
- E. Project record documents.
- F. Operation and maintenance data.
- G. Spare parts and maintenance products.
- H. Product warranties and product bonds.
- I. Examination.
- J. Preparation.
- K. Execution.
- L. Cutting and patching.
- M. Protecting installed construction.
- N. Final cleaning.

#### 1.2 FIELD ENGINEERING

- A. Owner will locate and Contractor shall protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.
- B. Control datum for survey is indicated on Drawings.
- C. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.

#### 1.3 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:

1. Submit maintenance manuals, Project record documents, digital images of construction photographs, and other similar final record data in compliance with this Section.
2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
4. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
5. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
6. Perform final cleaning according to this Section.

B. Substantial Completion Inspection:

1. When Contractor considers Work to be substantially complete, submit to Engineer:
  - a. Written certificate that Work, or designated portion, is substantially complete.
  - b. List of items to be completed or corrected (initial punch list).
2. Within seven days after receipt of request for Substantial Completion, Engineer will make inspection to determine whether Work or designated portion is substantially complete.
3. Should Engineer determine that Work is not substantially complete:
  - a. Engineer will promptly notify Contractor in writing, stating reasons for its opinion.
  - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer.
  - c. Engineer will reinspect Work.
  - d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.
4. When Engineer finds that Work is substantially complete, Engineer will:
  - a. Prepare Certificate of Substantial Completion on EJCDC C-625 - Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Engineer and Owner (final punch list).
  - b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
5. After Work is substantially complete, Contractor shall:
  - a. Complete Work listed for completion or correction within time period stipulated.

C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.

1. When Contractor considers Work to be complete, submit written certification that:
  - a. Contract Documents have been reviewed.
  - b. Work has been examined for compliance with Contract Documents.
  - c. Work has been completed according to Contract Documents.
  - d. Work is completed and ready for final inspection.
2. Submittals: Submit following:
  - a. Final punch list indicating all items have been completed or corrected.



- b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
  - d. Contractor affidavit of release of liens .
3. Perform final cleaning for Contractor-soiled areas according to this Section.

D. Final Completion Inspection:

- 1. Within seven days after receipt of request for final inspection, Engineer will make inspection to determine whether Work or designated portion is complete.
- 2. Should Engineer consider Work to be incomplete or defective:
  - a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
  - b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete.
  - c. Engineer will reinspect Work.
  - d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

1.4 STARTING OF SYSTEMS

- A. Coordinate schedule for startup of various equipment and systems.
- B. Notify Engineer seven days prior to startup of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify that tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute startup under supervision of manufacturer's representative or Contractors' personnel according to manufacturer's instructions.
- G. When specified in individual Specification Sections, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation prior to startup and will supervise placing equipment or system in operation.
- H. Submit a written report according to Section 013300 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.

- B. Demonstrate Project equipment and instructed by manufacturer's representative who is knowledgeable about the Project.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at designated location.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. Required instruction time for each item of equipment and system is specified in individual Specification Sections.

#### 1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, product data, and Samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates used.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
  - 1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
  - 2. Include locations of concealed elements of the Work.
  - 3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.

4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
5. Identify and locate existing buried or concealed items encountered during Project.
6. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
7. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
8. Field changes of dimension and detail.
9. Details not on original Drawings.

- G. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

#### 1.7 OPERATION AND MAINTENANCE DATA

- A. Submit in PDF composite electronic indexed file.
- B. Contents: Prepare table of contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
  2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
    - g. Safety precautions to be taken when operating and maintaining or working near equipment.
  3. Part 3: Project documents and certificates, including the following:
    - a. Shop Drawings and product data.
    - b. Air and water balance reports.
    - c. Certificates.
    - d. Photocopies of warranties .

#### 1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.
- B. Deliver to Project Site and place in location as directed by Owner; obtain receipt prior to final payment.

## 1.9 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.
- B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include table of contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time of Submittals:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
  - 2. Make other submittals within ten days after date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

## PART 2 - PRODUCTS - Not Used

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify that utility services are available with correct characteristics and in correct locations.

### 3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying next material or substance.

- C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

### 3.3 EXECUTION

- A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
  - 1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
  - 2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
  - 3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Engineer for final decision.
- E. Allow for expansion of materials and building movement.
- F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
  - 1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
  - 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- G. Mounting Heights: Where not indicated, mount individual units of Work at industry recognized standard mounting heights for particular application indicated.
  - 1. Refer questionable mounting heights choices to Engineer for final decision.
  - 2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.
- H. Adjust operating products and equipment to ensure smooth and unhindered operation.
- I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

### 3.4 CUTTING AND PATCHING

- A. Employ skilled and experienced installers to perform cutting and patching.

- B. Submit written request in advance of cutting or altering elements affecting:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of element.
  - 4. Visual qualities of sight-exposed elements.
  - 5. Work of Owner or separate contractor.
  
- C. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and nonconforming Work.
  - 4. Remove samples of installed Work for testing.
  - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
  
- D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.
  
- E. Cut masonry and concrete materials using masonry saw or core drill.
  
- F. Restore Work with new products according to requirements of Contract Documents.
  
- G. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
  
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
  
- I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
  
- J. Identify hazardous substances or conditions exposed during the Work to Engineer for decision or remedy.

### 3.5 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
  
- B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
  
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
  
- D. Use durable sheet materials to protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.
  
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

F. Prohibit traffic from landscaped areas.

3.6 FINAL CLEANING

A. Execute final cleaning prior to final Project assessment.

B. Clean debris from structures, gutters, and drainage systems.

C. Clean Site; sweep paved areas, rake clean landscaped surfaces.

D. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF SECTION 017000

## SECTION 02082

### PUBLIC MANHOLES AND STRUCTURES

#### PART 1 GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Modular precast concrete manholes and structures with tongue-and-groove joints with transition to cover frame, covers, anchorage, and accessories.
2. Bedding and cover materials.

###### B. Related Sections:

1. Section 02084 - Precast Storm Sewer Structures.
2. Section 02315 - Excavation and Fill.
3. Section 02320 - Backfill.
4. Section 02539 - Public Sanitary Sewer.
5. Section 02631 - Public Storm Drainage.
6. Section 02952 - Sewer and Manhole Testing.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

###### A. Manholes and Structures:

1. Basis of Measurement: By Each Manhole.
2. Basis of Payment: Includes excavating, concrete foundation slab, precast concrete structure sections, adjustment rings, cover frame and cover, bedding, backfill, forming and sealing of pipe inlets and outlets, grout, all internal/external seals, and all materials, equipment, tools, machinery, labor, and construction means and methods to properly install each Manhole.

###### B. Drop Manholes and Structures:

1. Basis of Measurement: By Each Drop Manhole.
2. Basis of Payment: Includes excavating, concrete foundation slab, precast concrete structure sections, drop pipe section and enclosure, adjustment rings, cover frame and cover, bedding, backfill, forming and sealing of pipe inlets and outlets, grout, all internal/external seals, and all materials, equipment, tools, machinery, labor, and construction means and methods to properly install each Drop Manhole.

##### 1.3 SUBMITTALS

###### A. Section 01330 - Submittal Procedures: Requirements for submittals.

###### B. Shop Drawings: Indicate structure locations, elevations, piping, sizes and elevations of penetrations, and structure components.

###### C. Product Data: Submit manhole covers, component construction, features, configuration, and dimensions.



#### 1.4 QUALITY ASSURANCE

- A. Obtain precast concrete utility structures from single source.
- B. Perform structural design in accordance with ACI 318.
- C. Perform Work in accordance with NPCA Quality Control Manual for Precast Plants.
- D. Conform to ASTM C-478.

#### 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three (3) years of documented experience.
- B. Installer: Company specializing in performing work of this section with minimum one (1) year of documented experience.

#### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Section 01600 - Product Requirements: Product storage and handling requirements.
- B. Comply with precast concrete manufacturer's instructions for unloading, storing and moving precast manholes and drainage structures.
- C. Store precast concrete manholes and drainage structures to prevent damage to Owner's property or other public or private property. Repair property damaged from materials storage.
- D. Mark each precast structure by indentation or waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers shown on Drawings to indicate its intended use.

### PART 2 PRODUCTS

- 2.1 All Products to be domestically made, manufactured, produced, and assembled in the United States of America.

#### 2.2 MANHOLES AND STRUCTURES

- A. Precast Risers: Reinforced precast concrete in accordance with ASTM C478. Inside diameter to be 48 inches unless otherwise designated on the plans.
- B. Precast Bases: Reinforced precast concrete bases in accordance with ASTM C478. Bases shall be minimum six (6) inches thick and cast integral with the first riser. Inside diameter to be 48 inches unless otherwise designated on the plans. Provide poured invert with smooth radius transitions. Flow channel shall be the same diameter as the larger of adjoining sewers.
- C. Top Section: Reinforced precast top section in accordance with ASTM C478. Top section shall be an eccentric cone. In the event where space does not allow for an

eccentric cone top, a minimum of eight (8) inch thick (48 inch diameter and 60 inch diameter) may be substituted with Engineer's permission.

- D. Joints: Joints to be made water tight utilizing rubber ring gasket or butyl sealant. Rubber ring gasket to comply with ASTM C443. Butyl sealant to comply with ASTM C990 and AASHTO M-198.

### 2.3 PIPE CONNECTION TO MANHOLE

- A. Flexible Pipe Boot: Conform to ASTM C923. Provide flexible, watertight, gasketed seals for pipe entrance holes. Boots are to have stainless steel clamp and stainless steel hardware. Pipe seal to be Press-Seal PSX or pre-approved equal.

### 2.4 ADJUSTMENT RINGS

- A. Adjusting Rings: Provide High Density Polyethylene (HDPE) tapered adjusting rings by Ladtech, Inc. or pre-approved equal. HDPE to conform to ASTM D1248. Minimum thickness to be one (1) inch and maximum thickness to be six (6) inches. Install as per manufacturer's specifications. Place an approved butyl sealant between rings to properly seal them.

### 2.5 STEPS

- A. Steps shall conform to ASTM C-478 and be made with an approved plastic such as copolymer polypropylene, reinforced with a one-half (1/2) inch diameter Grade 60 steel reinforcing bar. Steps to be manufactured by M.A. Industries or pre-approved equal.
- B. Steps shall be 12 inches wide, 16 inches on center vertically, and be set into structure wall.

### 2.6 FRAMES AND COVERS

- A. Frames and covers to be Neenah Foundry Co. Model No. R-1916-C with non-rocking, self-sealing, bolt-down lid with stainless steel bolts or R-1550 with non-rocking, self-sealing, Type "B" lid with sealed pick holes as per plans or pre-approved equal. Castings to conform to ASTM A48, Class 30B Cast iron construction.
  1. Lids shall be of uniform quality, free from blow holes, porosity, hard spots, shrinkage defects, cracks or other serious defects.
  2. Lid: Machined flat bearing surface, sealed pick holes, traffic rated (unless otherwise noted), non-rocking, and self-sealing neoprene o-ring gasket.

### 2.7 EXTERNAL JOINT SEALS

- A. An external joint seal shall be installed on each section joint of all sanitary manholes and for concrete adjustment rings in accordance with the manufacturer's instructions.
- B. External joint seal shall meet or exceed the requirements of ASTM C-877, type II. External joint seals shall be MacWrap, CretexWrap External Manhole Joint Seals, or pre-approved equal conforming to the following requirements:

External joint seals shall consist of a collar nine (9) inch wide with an outer layer of

polyethylene, with a minimum tensile strength of 4000 psi and a minimum tear resistance of 1500 psi, and an under layer of rubberized mastic that is reinforced with a woven polypropylene fabric. Two five-eighths (5/8)-inch steel straps shall be located within the collar three-quarters (3/4) inch from each edge. The straps shall be confined in tubes that isolate them from the mastic and allow them to slip freely when mechanically tightened and locked around the manhole joint. The collar shall be furnished with a minimum of six (6) inch overlap and a closing flap to cover any remaining exposed strap.

- C. External joint seals shall be able to withstand a 13 psi air test.

## 2.8 MANHOLE FRAME SEAL

- A. A frame seal, as shown on the attached drawings, with extensions where needed to cover the entire chimney area, shall be installed on all sanitary manholes in accordance with the manufacturer's instructions.
- B. External/internal Adaptor Seals for casting and adjustment rings shall be Adaptor Seal or pre-approved equal.
- C. Chimney Seal frame seals shall consist of a flexible internal rubber sleeve, interlocking extensions and stainless steel expansion bands as manufactured by Cretex Specialty Products or a pre-approved equal conforming to the following requirements:

The seal shall remain flexible throughout a 25 year design life, allowing repeated vertical movement of the frame of not less than two (2) inches and/or repeated horizontal movement of not less than one-half (1/2) inch. The sleeve portion of the seal shall be either double or triple pleated with a minimum unexpanded vertical height of eight (8) inches, 10 or 13 inches respectively. The sleeve and extension shall have a minimum thickness of three-sixteenths (3/16) inches and shall be made from a high quality rubber compound conforming to the applicable requirements of ASTM C-923, with a minimum 1500 psi tensile strength, a maximum 18% compression set and a hardness (durometer) of 48+5. The area of the seal that compresses against the manhole frame/casting and the chimney/cone shall have a series of sealing fins to facilitate a watertight seal. These sealing fins shall have teardrop holes or air pockets to allow the sealing area to conform to minor irregularities that may be encountered.

The bands shall be integrally formed from 16 gauge stainless steel conforming to ASTM A-240, Type 304, with no welded attachments; shall have a minimum adjustment range of two (2) diameter inches; and shall have a positive locking mechanism. Any screws, bolts or nuts used for this mechanism shall be stainless steel conforming to ASTM F-593 and 594, Type 304.

## 2.9 BEDDING AND BACKFILL MATERIALS

- A. Bedding and Backfill materials shall conform to the requirements of Section 02320.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify that items provided by other sections of Work are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into Work.
- D. Verify correct size of manhole and structure excavation.

### 3.2 PREPARATION

- A. Coordinate placement of inlet and outlet pipe required by other sections.
- B. Do not install manholes and structures where site conditions induce loads exceeding structural capacity of manholes or structures.
- C. Inspect precast concrete manholes and structures immediately prior to placement in excavation to verify manholes and structures are internally clean and free from damage. Remove and replace damaged units.

### 3.3 INSTALLATION - GENERAL

- A. Excavation and Backfill:
  - 1. Excavate for manholes and structures in accordance with Section 02315 in location and to depth shown. Provide clearance around sidewalls of manhole or structure for construction operations, and granular backfill. When groundwater is encountered, prevent accumulation of water in excavations. Place manholes or structures in dry trench. If contractor is unable to place manhole or structure in dry trench, he is to contact Engineer for direction.
  - 2. Where possibility exists of watertight manhole or structure becoming buoyant in flooded excavation, anchor manhole or structure to avoid flotation.
  - 3. If over excavation occurs, backfill with concrete or compacted granular material.
- B. Construct standard manholes of precast bases, precast risers, precast top section, adjustment rings, and appurtenances in accordance with standard detail.
- C. Install manholes and structures supported at proper grade and alignment on six (6) inches of granular material as per Section 209 of WISDOT Standard Specifications. If wet conditions persist, install six (6) inches of one and one-quarter (1-1/4) inch diameter washed stone.
- D. Backfill excavations for manholes and structures in accordance with Section 02315.

### 3.4 PRECAST CONCRETE MANHOLE AND STRUCTURE INSTALLATION

- A. Lift precast manholes and structures at lifting points designated by manufacturer.

- B. When lowering manholes and structures into excavations and joining pipe to units, take precautions to ensure interior of pipeline and manhole or structure remains clean.
- C. Set precast manholes and structures bearing firmly and fully on six (6) inches crushed stone bedding, compacted in accordance with provisions of Section 02320 or on other support system shown on Drawings.
- D. Assemble multi-section manholes and structures by lowering each section into excavation. Install compatible rubber ring gasket or butyl sealant between precast sections in accordance with manufacturer's recommendations. Under weight of superimposed sections, gasket material shall form a tightly packed, watertight seal in annular joint space. Lower, set level, and firmly position base section before placing additional sections.
- E. Remove foreign materials from joint surfaces and verify sealing materials are placed properly. Maintain alignment between sections by using guide devices affixed to lower section.
- F. Joint sealing materials may be installed on site or at manufacturer's plant.
- G. Verify manholes and structures installed satisfy required alignment and grade.
- H. Remove knockouts or cut structure to receive piping without creating openings larger than required to receive pipe. Fill annular space with hydraulic, non-shrink mortar.
- I. Cut pipe to finish flush with interior of manhole or structure.
- J. Complete pipe seals in accordance with the manufacturer's instructions.
  - 1. For manholes with flexible seals, support pipe outside of manhole by bedding as specified for type of pipe installed.

### 3.5 CASTINGS INSTALLATION

- A. Set frames using mortar and adjustment rings. Butyl sealant shall be placed between precast cone and first ring, between individual rings, and between top ring and casting. Set cover frames and covers to within plus 0.00 feet to minus 0.05 feet of grade shown for finished pavement. Match street grades and cross-slope.
- B. Install internal/external seal for casting and adjustment rings as per manufacturer's instructions.
- C. When located in an unpaved area, set frame and cover six (6) inches above finished grade to allow area to be graded away from cover beginning two (2) inches below top surface of frame.

### 3.6 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements, 01700 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Test cast-in-place concrete in accordance with Section 03300.

- C. Test concrete manhole and structure sections in accordance with ASTM C497.
- D. Vertical Adjustment of Existing Manholes and Structures:
  - 1. Where required, adjust top elevation of existing manholes and structures to finished grades shown on Drawings.
  - 2. Reset existing frames, grates and covers, carefully removed, cleaned of mortar fragments, to required elevation in accordance with requirements specified for installation of castings.

### 3.7 SCHEDULES

- A. See Table A: Sanitary Sewer Manholes for a schedule of sizes and castings.

END OF SECTION

## SECTION 02084

### PRECAST STORM SEWER STRUCTURES

#### PART 1 GENERAL

##### 1.1 SUMMARY

A. Section includes precast storm sewer structures:

1. Catch basins.
2. Inlets.
3. Storm Sewer Manholes.
4. Frames and covers.

B. Related Sections:

1. Section 02315 - Excavation and Fill.
2. Section 02320 - Backfill.
3. Section 02631 - Public Storm Drainage.
4. Section 03300 - Cast-in-Place Concrete.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Precast Storm Sewer Structures:

1. Basis of Measurement: By each precast concrete storm sewer catch basin, inlet, or manhole.
2. Basis of Payment: Includes excavating, concrete foundation slab, precast concrete structure sections, adjustment rings, cover frame and cover, bedding, backfill, forming and sealing of pipe inlets and outlets, and all equipment, tools, machinery, materials, labor, and construction means and methods to properly install each Precast Storm Sewer Structure.

B. Connections to Existing Storm Sewer:

1. Basis of Measurement: By each connection to an existing storm sewer structure (one per structure) or existing storm sewer pipe.
2. Basis of Payment: Includes excavating, bedding, backfill, connecting pipe, concrete, forming and sealing for the connection, and all equipment, tools, machinery, materials, labor, and construction means and methods to properly complete each Connection to Existing Storm Sewer.

C. Connect Existing Roof Drain/Sump Pump Piping to Storm Structure or Concrete Curb:

1. Basis of Measurement: By each connection to an existing storm sewer structure or concrete curb.
2. Basis of Payment: Includes excavating, bedding, backfill, connecting pipe, concrete, forming and sealing for the connection, and all equipment, tools, machinery, materials, labor, and construction means and methods to properly complete each Connect Existing Roof Drain/Sump Pump Piping to Storm Structure or Concrete Curb.

##### 1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures: Requirements for submittals.

- B. Shop Drawings:
  - 1. Indicate structure locations, elevations, piping, sizes and elevations of penetrations, and structure components
  - 2. For custom fabrication, indicate design, construction and installation details, and typical reinforcement and additional reinforcement at openings for each individual custom fabrication
- C. Product Data:
  - 1. Submit data for frames and covers, component construction, features, configuration, and dimensions.

#### 1.4 QUALITY ASSURANCE

- A. Obtain precast concrete utility structures from single source.
- B. Perform structural design in accordance with ACI 318.
- C. Perform Work in accordance with NPCA Quality Control Manual for Precast Plants.
- D. Conform to ASTM C-478.

#### 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three (3) years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum one (1) year of documented experience.

#### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Section 01600 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Comply with precast concrete manufacturer's instructions for unloading, storing and moving precast structures. Lift structures from designated lifting points.
- C. Store precast concrete structures to prevent damage to Owner's property or other public or private property. Repair property damaged from materials storage.
- D. Mark each precast structure by indentation or waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers shown on Drawings to indicate its intended use.



## PART 2 PRODUCTS

- 2.1 All Products to be domestically made, manufactured, produced, and assembled in the United States of America.
- 2.2 PRECAST STORM SEWER STRUCTURES
- A. Precast Risers: Reinforced precast concrete in accordance with ASTM C-478. Inside diameter to be as designated on plans.
  - B. Precast Bases: Reinforced precast concrete bases in accordance with ASTM C-478. Bases shall be minimum six-inches (6") thick and cast integral with the first riser. Inside diameter to be as designated on plans.
  - C. Top Section: Reinforced precast top section in accordance with ASTM C-478. Top section shall be an eccentric cone. In the event where space does not allow for an eccentric cone top, a minimum of eight-inch (8") thick (48 inch diameter and 60 inch diameter) flat top may be substituted with Engineer's permission.
  - D. Joints: Joints to be made water tight utilizing rubber ring gasket or butyl sealant. Rubber ring gasket to comply with ASTM C-443. Butyl sealant to comply with ASTM C-990 and AASHTO M-198
- 2.3 STEPS
- A. When required, steps to be installed shall conform to ASTM C-478 and be made with an approved plastic such as copolymer polypropylene, reinforced with an 1/2" diameter Grade 60 steel reinforcing bar. Steps to be manufactured by M.A. Industries or pre-approved equal.
  - B. When required, steps shall be 12 inches wide, 16 inches on center vertically, and be set into structure wall.
- 2.4 ADJUSTMENT RINGS
- A. Storm Manholes: Provide High Density Polyethylene (HDPE) adjusting rings by Ladtech, Inc. or pre-approved equal. HDPE to conform to ASTM D1248. Inside diameter or dimensions to be as designated on plans. Minimum thickness to be one-inch (1") and maximum thickness to be six-inches (6"). Install as per manufacturer's specifications. Place an approved butyl sealant between rings to properly seal them.
  - B. Storm Catch Basins and Inlets: Provide reinforced precast concrete in accordance with ASTM C-478 or High-Density Polyethylene (HDPE) adjusting rings by Ladtech, Inc. or pre-approved equal. HDPE to conform to ASTM D1248. Inside diameter or dimensions to be as designated on plans. Minimum thickness to be one-inch (1") and maximum thickness to be six-inches (6"). Install as per manufacturer's specifications. Place an approved butyl sealant between rings to properly seal them.

## 2.5 PIPE CONNECTION TO STORM WATER STRUCTURE

- A. When storm sewer (rigid pipe) is connected to an utility structure, the pipe shall be supported from the wall of the structure back to the face of the first pipe joint bell with a wall of backfill concrete, brick, or solid concrete block columns. The connecting pipe shall then be neatly grouted into the structure wall.
- B. Grout:
  - 1. Cement Grout: Portland cement, sand and water mixture with stiff consistency to suit intended purpose.

## 2.6 FRAMES AND COVERS

- A. Frames and cover to be manufactured by Neenah Foundry Company or pre-approved equal and as per Table D – Storm Structures on the plans. Castings to conform to ASTM A48, Class 30B Cast iron construction.
  - 1. Lids shall be of uniform quality, free from blow holes, porosity, hard spots, shrinkage defects, cracks or other serious defects.
  - 2. Lid: Machined flat bearing surface, sealed pick holes, traffic rated (unless otherwise noted), non-rocking, and self-sealing neoprene o-ring gasket.

## 2.7 BEDDING AND BACKFILL MATERIALS

- A. Bedding and Backfill materials shall conform to the requirements of Section 02320.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify items provided by other sections of Work are properly sized and located.
- C. Verify correct size and elevation of excavation.
- D. Verify that subgrade and bedding is properly prepared, compacted and ready to receive Work of this section.

### 3.2 PREPARATION

- A. Coordinate placement of inlet and outlet pipe or duct sleeves required by other sections.
- B. Do not install structures where site conditions induce loads exceeding structural capacity of structures.
- C. Inspect precast concrete structures immediately prior to placement in excavation to verify are internally clean and free from damage. Remove and replace damaged units.

### 3.3 INSTALLATION

- A. Install underground precast utility structures in accordance with ASTM C-891.
- B. Lift precast concrete structures at lifting points designated by manufacturer.
- C. When lowering structures into excavations and joining pipe to units, take precautions to ensure interior of pipeline and structure remains clean.
- D. Install precast concrete base to elevation and alignment indicated on Drawings.
- E. Install precast concrete utility structures to elevation and alignment indicated on Drawings.
- F. Assemble multi-section structures by lowering each section into excavation.
  - 1. Clean joint surfaces.
  - 2. Install watertight joint seals in accordance with manufacturer's instructions.
- G. Remove knockouts or cut structure to receive piping without creating openings larger than required to receive pipe. Fill annular space with grout.
- H. Connect pipe to structure and seal watertight. Cut pipe flush with interior of structure.
- I. Grout base to achieve slope to exit piping. Trowel smooth. Contour to form continuous drainage channel.
- J. Set frame and cover using mortar and adjustment rings. Grout adjustment rings to prevent soil intrusion. Set cover frames and covers to within plus 0.00 feet to minus 0.05 feet of grade shown for finished pavement or curb and gutter. Match street grades and cross-slope.
- K. Backfill excavations for structures in accordance with Section 02320.

### 3.4 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements, 01700 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform vacuum test or exfiltration test in accordance with Section 02952.

### 3.5 SCHEDULES

- A. See Table D: Storm Structures for a schedule of sizes and castings.

END OF SECTION

## SECTION 02085

### VALVES AND FIRE HYDRANTS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Valves.
  - 2. Fire hydrants.
  - 3. Valve boxes.
  
- B. Related Sections:
  - 1. Section 02315 - Excavation and Fill.
  - 2. Section 02320 - Backfill.
  - 3. Section 02324 - Trenching.
  - 4. Section 02513 - Public Water Distribution.
  - 5. Section 02514 - Water Service Connections.
  - 6. Section 02516 - Disinfection of Water Distribution.
  - 7. Section 03300 - Cast-In-Place Concrete.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Valves:
  - 1. Basis of Measurement: Each.
  - 2. Basis of Payment: Includes excavation, bedding, valve, valve box, gate valve adaptor, mud plug, thrust blocking, joint restraints, accessories, tests, backfill, compaction, adjustment to finished grade (new and old valves), and all materials, equipment, tools, machinery, labor, and construction means and methods to properly install each Valve.
  
- B. Fire Hydrants:
  - 1. Basis of Measurement: Each.
  - 2. Basis of Payment: Includes excavation, bedding, fire hydrant, hydrant lead from water main, hydrant valve, valve box, gate valve adaptor, mud plug, Valvco tracer wire access box, hydrant extensions, thrust blocking, joint restraints, accessories, tests, backfill, compaction, and all materials, equipment, tools, machinery, labor, and construction means and methods to properly install each Fire Hydrant.
  
- C. Remove Existing Fire Hydrant:
  - 1. Basis of Measurement: Each.
  - 2. Basis of Payment: Includes excavation, removal of the existing fire hydrant to a minimum depth of four (4) feet below the existing surface and salvage to the Village, removal of the hydrant valve (if applicable), proper backfill, compaction, and all equipment, tools, machinery, materials, labor, and construction means and methods for proper Removal of Existing Fire Hydrant.

### 1.3 REFERENCES

- A. American Water Works Association:
  - 1. AWWA C502 - Dry-Barrel Fire Hydrants.
  - 2. AWWA C509 - Resilient-Seated Gate Valves for Water-Supply Service.
  - 3. AWWA C550 - Protecting Epoxy Interior Coating for Valves and Hydrants.
  - 4. AWWA C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances.
- B. National Sanitation Foundation:
  - 1. NSF 61 - Drinking Water System Components - Health Effects
- C. National Fire Protection Association:
  - 1. NFPA 281 - Recommended Practice for Fire Flow Testing and Marking of Hydrants

### 1.4 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit product data to be used including valves, valve boxes, hydrants, pipes, and accessories.
- C. Design Data: Submit manufacturer's latest published literature including illustrations, installation instructions, maintenance instructions and parts lists.
- D. Manufacturer's Certificates: Submit Statement of Compliance, supporting data, from material suppliers attesting that valves, hydrants, and accessories provided meet or exceed AWWA Standards and specification requirements.

### 1.5 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual locations of valves and fire hydrants.
- C. Provide Operation and Maintenance Data for valves and fire hydrants.

### 1.6 QUALIFICATIONS

- A. Manufacturer: company specializing in manufacturing Products specified in this section with minimum three (3) years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum one (1) year of documented experience.

### 1.7 DELIVERY, STORAGE AND HANDLING

- A. Section 01600 - Product Requirements: Requirements for transporting, handling, storing and protecting products.

- B. Prepare valves, valve boxes, hydrants, and accessories for shipment according to AWWA Standards and seal ends to prevent entry of foreign matter into product body.
- C. Store products in areas protected from weather, moisture, or possible damage; do not store products directly on ground; handle products to prevent damage to interior or exterior surfaces.

## 1.8 ENVIRONMENTAL REQUIREMENTS

- A. Section 01600 - Product Requirements: Environmental conditions affecting products on site.
- B. Conduct operations not to interfere with, interrupt, damage, destroy, or endanger integrity of surface or subsurface structures or utilities, and landscape in immediate or adjacent areas.

## 1.9 MAINTENANCE MATERIALS

- A. Section 01700 - Execution Requirements: Requirements for maintenance materials.

## PART 2 PRODUCTS

### 2.1 GENERAL

- A. All Products to be domestically made, manufactured, produced, and assembled in the United States of America.
- B. All materials must conform to NSF/ANSI 61; NSF/ANSI 61 A Max G; and NSF/ANSI 372 Standards-No lead in water system components (except service saddles).

### 2.2 RESILIENT WEDGE GATE VALVES

- A. Manufacturers:
  - 1. American Flow Control.
  - 2. Kennedy.
  - 3. Mueller Company.
  - 4. Substitutions: Not permitted.
- B. Resilient Wedge Gate Valves: AWWA C509; ductile iron, and made in U.S.A.
  - 1. Resilient seats.
  - 2. Stem: Non-rising bronze stem.
  - 3. Operating Nut: two (2) inch square; open counterclockwise unless otherwise indicated.
  - 4. Ends: Mechanical joint connections.
  - 5. Coating: AWWA C550; interior/exterior.
  - 6. Sizes 12-inch diameter and smaller: working pressure, 150 psig, tested to 300 psig.

### 2.3 FIRE HYDRANTS

- A. Manufacturers:

1. Waterous Pacer.
  2. Substitutions: Not Permitted.
- B. Dry-barrel Break-away Type: AWWA C502; cast-iron body, compression type valve.
1. Bury Depth: As indicated on the Drawings.
  2. Inlet Connection: six (6) inches.
  3. Valve Opening: five and one-quarter (5-1/4) inches diameter.
  4. Ends: Mechanical Joint.
  5. Bolts and Nuts: Corrosion resistant.
  6. Coating: AWWA C550; interior.
  7. Direction of Opening: Counterclockwise unless otherwise indicated.
  8. Operating Nut: Pentagon shape, one (1) inch on each side.
  9. Traffic flange with no-flow separation.
- C. One pumper, two hose nozzles.
1. Outlets: Pumper, one – four and one-half (4-1/2) inches and two – two and one-half (2-1/2) inches. Threads to be national standard threads.
  2. Attach nozzle caps by heavy chains.
- D. Finish: Primer and two coats of enamel color in accordance with fire department requirements.
- E. Tracer Wire and Terminal: Magnetic detectable conductor, 12 GA, and brightly colored plastic covering. Terminal to be a Tracer Wire Access Box extending below finished grade at each hydrant to be installed as shown on the plans. Required for all water main pipe installations.

## 2.4 VALVE BOXES

- A. Valve boxes to be Mueller H-10357, or pre-approved equal.
- B. Domestic, made in U.S.A., cast iron, three-piece, screw type; round base.
- C. Cast iron lid, marked "Water".
- D. Provide gate valve adaptor by Adaptor, Inc. or pre-approved equal.
- E. Provide a Mud Plug or pre-approved equal.

## 2.5 ACCESSORIES

- A. Concrete for Thrust Restraints: Concrete type specified in Section 03300. Solid concrete blocks may be substituted with permission from Engineer.
- B. Aggregate: Aggregate for hydrant drainage to be one and one-quarter (1-1/4) inch washed stone wrapped in filter fabric.
- C. Joints connecting pipes to fittings, valves, and hydrants shall be restrained the required restrained length on each side of the fitting. One of the following shall be used.
  - 1) Joint restraint gasket on push-on joint pipe and fittings. U.S. Pipe/Field Lok Gasket, American Fast-Grip Gasket, or pre-approved equal.

- 2) Use of wedge type restraining glands on mechanical joint pipe and fittings: Ebaa Iron/Megalug Series 1100, TUFGRip, or pre-approved equal.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Determine exact location and size of valves and hydrants from Drawings; obtain clarification and directions from Engineer prior to execution of work.
- C. Verify invert elevations of existing work prior to excavation and installation of valves and fire hydrants.

### 3.2 PREPARATION

- A. Identify required lines, levels, contours and datum locations.
- B. Locate, identify, and protect utilities to remain from damage.
- C. Do not interrupt existing utilities without permission and without making arrangements to provide temporary utility services.
- D. Perform trench excavation, bedding, backfilling and compaction in accordance with Sections 02320 and 02324.

### 3.3 INSTALLATION

- A. Gate Valves:
  1. Install valves in conjunction with pipe laying; set valves plumb. Contractor to verify that valve will be operated with valve wrench.
  2. Provide buried valves with valve boxes installed flush with finished grade.
  3. Install gate valve adaptors according to manufacturer's instructions.
  4. Install mud plugs according to manufacturer's instructions.
- B. Fire Hydrants:
  1. Install fire hydrants; provide support blocking and drainage gravel; do not block drain hole.
  2. Set hydrants plumb with pumper nozzle facing roadway; set hydrants with centerline of pumper nozzle 18 inches above finished grade and safety flange not more than six (6) inches or less than two (2) inches above grade.
  3. Paint hydrants in accordance with local color scheme.
  4. After hydrostatic testing, flush hydrants and check for proper drainage.
- C. Valve Boxes:
  1. Provide buried valves with valve boxes installed flush with finished grade.



3.4 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Flush and disinfect system in accordance with Section 02516.

3.5 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements and 01700 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform pressure test in accordance with Section 02513.

3.6 SCHEDULES

- A. See Table C: Hydrant Schedule on the plans.

END OF SECTION

## SECTION 02230

### SITE CLEARING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Removing surface debris.
  - 2. Removing designated paving, curbs, and concrete.
  - 3. Removing designated trees, shrubs, and other plant life.
- B. Related Sections:
  - 1. Section 02315 - Excavation and Fill.
  - 2. Section 02316 - Rock Removal.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Clearing and Grubbing:
  - 1. Basis of Measurement: Incidental to the Project.
  - 2. Basis of Payment: Includes clearing site; clearing and removing trees, stumps, brush, and shrubs in all areas designated on the plan and profile pages; loading and removing waste materials from site; applying herbicide to designated plant life; and all equipment, tools, machinery, materials, labor, and construction means and methods for proper Clearing and Grubbing.
- B. Tree and Stump Removal (12" dia. or greater):
  - 1. Basis of Measurement: By each tree or stump with a diameter of 12" or greater that is removed and not designated on the plan and profile pages as clearing and grubbing or removal of shrubs.
  - 2. Basis of Payment: Includes tree and stump removal for trees greater than or equal to 12" in diameter, loading and removing waste material from site, removing tree stump, backfill, and all equipment, tools, machinery, materials, labor, and construction means and methods for proper Tree and Stump Removal with a diameter of 12" or greater.

##### 1.3 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data for herbicide. Indicate compliance with applicable codes for environmental protection.

##### 1.4 QUALITY ASSURANCE

- A. Perform all work to the specifications herein. If an item is not clearly specified refer to the following sections in the Standard Specifications by the Wisconsin Department of Transportation (including supplemental specifications):
  - 1. Section 201: Clearing and Grubbing

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.
- C. Materials to be removed shall be removed from the site. Contractor to identify final location of all materials prior to commencement of construction.

### 3.2 PREPARATION

- A. Call Digger's Hotline locate service at 1-800-242-8511 not less than three working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.

### 3.3 PROTECTION

- A. Locate, identify, and protect utilities indicated to remain, from damage.
- B. Protect trees, plant growth, and features designated to remain as final landscaping.
- C. Protect bench marks, survey control points, and existing structures from damage or displacement.

### 3.4 CLEARING

- A. Remove trees and shrubs within construction limits.
- B. Diameter of tree shall be as measured by the Project Engineer at a height of two foot (2') from the existing ground elevation.
- C. Contractor shall confirm that a tree shall be removed with the Project Engineer prior its removal. The cost of removal of any tree prior to confirmation of size with the project Engineer shall be incidental to the cost of Excavation.
- D. Clear undergrowth and deadwood, without disturbing subsoil.
- E. Remove stumps, logs, roots, other organic material including existing structures to depths below the following:
  - 1. Walks, 24 inches
  - 2. Roads and drives, 36 inches
  - 3. Parking area, 36 inches
  - 4. Lawn areas, 12 inches

- 5. Concrete pads, 24 inches
- F. Stumps that will remain shall be treated with a Tree Growth Retardant (TGR) that is approved by the EPA.

### 3.5 REMOVAL

- A. Remove debris, rock, and extracted plant life from site.
- B. Partially remove paving and curbs. Neatly saw cut edges at right angle to surface.
- C. Remove materials (excluding rock, clay, topsoil, etc.) from site. Dispose of removed materials properly.
- D. Remove abandoned utilities. Indicated removal termination point for underground utilities on Record Documents.
- E. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- F. Do not burn or bury materials on site. Leave site in clean condition.

### 3.6 TRIMMING

- A. All damaged branches that are located on trees and shrubs to remain shall be trimmed.
- B. All trimmed branches to be treated with an approved tree wound paint that is water-based or shellac.

END OF SECTION

## SECTION 02281

### MANHOLE GRADE ADJUSTMENT

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Rehabilitation of existing sanitary manhole chimney.
  - 2. Adjust manhole frames and covers.
  
- B. Related Sections:
  - 1. Section 02082 – Public Manholes and Structures.
  - 2. Section 02315 - Excavation and Fill.
  - 3. Section 02320 - Backfill.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Sanitary Sewer Manhole Chimney Rehabilitation:
  - 1. Basis of Measurement: By each Sanitary Sewer Manhole Chimney Rehabilitation completed.
  - 2. Basis of Payment: Includes as specified, removal and reinstallation or replacement of existing casting and lid, removal and replacement of existing adjustment rings, backfill, installation of chimney seal, adjustment to finished grade, joint sealant, and all materials, equipment, machinery, tools, labor, and construction means and methods required to complete the Sanitary Sewer Manhole Chimney Rehabilitation complete and ready for use.
  
- B. Adjustment of Existing Manhole Frames and Covers:
  - 1. Basis of Measurement: Incidental to Sanitary Sewer or Storm Sewer Construction.
  - 2. Basis of Payment: Includes removal and reinstalling manhole frame and cover, manhole rings, adjustment to finished grade, adjustment of valve box to finished grade; joint sealant, and all materials, equipment, machinery, tools, labor, and construction means and methods required to complete the Adjustment of the Existing Manhole Frames and Covers and Valve Boxes.

##### 1.3 REFERENCES

- A. ASTM International:
  - 1. ASTM A48/A48M - Standard Specification for Gray Iron Castings.
  - 2. ASTM C531 -Standard Test Method for Linear Shrinkage and Coefficient Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
  - 3. ASTM C642 - Standard Test Method for Density, Absorption, and Voids in Hardened Concrete.
  - 4. ASTM C672 - Standard Test Method for Scaling Resistance of Concrete Surfaces Exposed to Deicing Chemicals.
  - 5. ASTM C990 - Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
  - 6. ASTM D395 - Standard Test Method for Rubber Property - Compression Set.

7. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers -Tension.
8. ASTM D573 - Standard Test Method for Rubber-Deterioration in an Air Oven.
9. ASTM D575 - Standard Test Methods for Rubber Properties in Compression.
10. ASTM D2240 - Standard Test Method for Rubber Property-Durometer Hardness.
11. ASTM F593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
12. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.

#### 1.4 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manhole covers and riser rings construction, features, configuration, and dimensions.

#### 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum one year of documented experience.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Accept materials on site in undamaged, unopened container, bearing manufacturer's original labels. Inspect for damage.
- C. Protect materials from damage by storage in secure location.

#### 1.7 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

### PART 2 PRODUCTS

- 2.1 All Products to be domestically made, manufactured, produced, and assembled in the United States of America.

#### 2.2 MANHOLE FRAMES AND COVERS

- A. Standard Manhole Frame and Cover Manufacturers:
  1. Neenah Foundry Company Model R-1550, non-rocking with sealed pick holes.
- B. Low Profile Manhole Frame and Cover Manufacturers:
  1. Neenah Foundry Company Model R-1689, non-rocking with sealed pick holes.

## 2.3 ADJUSTMENT RINGS

- A. Adjusting Rings – Manholes: Provide High Density Polyethylene (HDPE) adjusting rings by Ladtech, Inc. or pre-approved equal. HDPE to conform to ASTM D1248. Minimum thickness to be one (1) inch and maximum thickness to be six (6) inches.
- B. Adjusting Rings – Storm Catch Basins and Inlets: Provide reinforced precast concrete in accordance with ASTM C-478 and AASHTO M-197 or High-Density Polyethylene (HDPE) adjusting rings by Ladtech, Inc. or pre-approved equal. HDPE to conform to ASTM D1248. Minimum thickness to be one (1) inch and maximum thickness to be six (6) inches.
- C. Accessories:
  - 1. Joint Sealant: ASTM C990.
  - 2. Bolts: Stainless steel ASTM F593; galvanized ASTM F1554.

## 2.4 MANHOLE FRAME SEAL

- A. A frame seal, as shown on the attached drawings, with extensions where needed to cover the entire chimney area, shall be installed on all sanitary manholes in accordance with the manufacturer's instructions.
- B. External/internal Adaptor Seals for casting and adjustment rings shall be Adaptor Seal or pre-approved equal.
- C. Chimney Seal frame seals shall consist of a flexible internal rubber sleeve, interlocking extensions and stainless steel expansion bands as manufactured by Cretex Specialty Products or a pre-approved equal conforming to the following requirements:

The seal shall remain flexible throughout a 25-year design life, allowing repeated vertical movement of the frame of not less than two (2) inches and/or repeated horizontal movement of not less than one-half (1/2) inch. The sleeve portion of the seal shall be either double or triple pleated with a minimum unexpanded vertical height of eight (8) inches, 10 or 13 inches respectively. The sleeve and extension shall have a minimum thickness of three-sixteenths (3/16) inches and shall be made from a high-quality rubber compound conforming to the applicable requirements of ASTM C-923, with a minimum 1500 psi tensile strength, a maximum 18% compression set and a hardness (durometer) of 48+5. The area of the seal that compresses against the manhole frame/casting and the chimney/cone shall have a series of sealing fins to facilitate a watertight seal. These sealing fins shall have teardrop holes or air pockets to allow the sealing area to conform to minor irregularities that may be encountered.

The bands shall be integrally formed from 16-gauge stainless steel conforming to ASTM A-240, Type 304, with no welded attachments; shall have a minimum adjustment range of two (2) diameter inches; and shall have a positive locking mechanism. Any screws, bolts or nuts used for this mechanism shall be stainless steel conforming to ASTM F-593 and 594, Type 304.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify and locate manholes requiring grade adjustment.

### 3.2 RAISING MANHOLE FRAMES AND COVERS

- A. Locate and raise manholes to final grade as indicated on Drawings.
- B. Use flat or tapered rubber manhole rings to achieve elevation indicated for frame and cover.
- C. Do not adjust elevation more than six (6) inches with rubber manhole rings.
- D. Seal joints between manhole top, rubber rings, and frame with sealant.
- E. Reinstall removed manhole frame and cover.

### 3.3 REPLACING MANHOLE FRAMES AND COVERS

- A. Remove existing manhole frames and covers to enable reuse.
- B. Deliver removed manhole frames and covers to Owner as maintenance materials in accordance with Section 01700.
- C. Install new frames and covers for manholes as indicated on Drawings. Adjust to match finished grade as indicated on Drawings. Seal joints between manholes and manhole frames.

### 3.4 PAVING RESTORATION

- A. Restore bituminous paving areas in accordance with Section 02740.

### 3.5 LANDSCAPING RESTORATION

- A. Restore grassed areas in accordance with Section 02923 and Section 02924.

### 3.6 SCHEDULES

- A. See Table B: Rehabilitated/Adjusted Sanitary Manholes for a schedule of rehabilitation procedures.
- B. See Table E: Adjusted Storm Structures for a schedule of rehabilitation procedures.

END OF SECTION



## SECTION 02315

### EXCAVATION AND FILL

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
1. Excavating topsoil.
  2. Excavating subsoil.
  3. Cutting, grading, filling, and compacting for roadway construction.
  4. Excavating for manholes and drainage structures.
  5. Removal of existing concrete sidewalks, driveways, pavement, curb and gutter, retaining walls, and steps.
  6. Removal of existing bituminous or seal coat pavement.
  7. Excavating for driveway and sidewalk replacement.
  8. Removal of existing sanitary sewer structures, water structures, valves, storm sewer, storm sewer inlets, and culverts.
- B. Related Sections:
1. Section 02230 - Site Clearing.
  2. Section 02316 - Rock Removal.
  3. Section 02320 - Backfill.
  4. Section 02324 - Trenching.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Street Excavation/Fill:
1. Basis of Measurement: By Lump Sum.
  2. Basis of Payment: Includes general excavating or filling to required right-of-way subgrade elevations; excavating for driveway, sidewalk, and step replacement, rip-rap, removal of existing sanitary sewer structures, sanitary sewer, water main, water structures, valves, storm sewer, storm inlets, culverts, and shrubs as designated on plans; removal of sidewalk, driveways, concrete pavement, bituminous pavement, bituminous curb, retaining walls, steps, curb and gutter, steel railing, limestone rocks, and wooden steps; loading and removal of excess excavated material from site; and all equipment, tools, machinery, materials, labor, and construction means and methods to complete Excavation/Fill.
  3. Over Excavating: Payment will not be made for over excavated work or for replacement materials.
  4. Excavation Below Subgrade: By cubic yard and the same Unit Price as figured from Excavation Item Price in Bid Schedule.
- B. Manhole, Trench, and Structure Excavation:
1. Incidental to work.
- C. Geotextile Fabric for Road Subgrade: (If Applicable)
1. Basis of Measurement: By Square Yard.

2. Basis of Payment: Includes supply and installation of geotextile fabric between the subgrade and base course material for road stabilization and all materials, equipment, tools, machinery, labor, and construction means and methods to complete the installation of Geotextile Fabric for Road Subgrade.

### 1.3 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. If required by the Engineer or Owner, submit an Excavation Protection Plan. Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.

### 1.4 QUALITY ASSURANCE

- A. Perform all work to the specifications herein. If an item is not clearly specified refer to the following sections in the Standard Specifications by the Wisconsin Department of Transportation:
  1. Section 201: Clearing and Grubbing
  2. Section 203: Removing Old Culverts and Bridges
  3. Section 205: Roadway and Drainage Excavation
  4. Section 206: Excavation for Structures
  5. Section 207: Embankment
  6. Section 208: Borrow
  7. Section 209: Granular Backfill
  8. Section 210: Structure Backfill
  9. Section 211: Preparing the Foundation

### 1.5 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

### 1.6 QUALIFICATIONS

- A. Prepare excavation protection plan under direct supervision of Professional Engineer experienced in design of this Work and licensed in the State of Wisconsin.

## PART 2 PRODUCTS

- 2.1 All Products to be domestically made, manufactured, produced, and assembled in the United States of America.

### 2.2 MATERIALS

- A. Subsoil Fill: As per Section 207: Embankment and Section 208: Borrow of the Standard Specifications by the Wisconsin DOT. Material used shall be free of organic matter, debris, frozen soils, ice, and other objectionable materials.

- B. Granular Fill: Select soils complying with ASTM D-2487 soil classification groups GW (well-graded gravel), GP (poorly –graded gravel), SW (well-graded gravel), and SP (poorly-graded gravel). Aggregate shall pass three-quarter (3/4) inch sieve and not more than 35% shall be retained on a Number ten (10) sieve. Maximum 5% by weight shall pass a Number 200 sieve.
- C. Geogrid (if applicable): Tensar BX1100 Geogrid by Tensar Earth Technologies, Inc. or pre-approved equal.
- D. Geotextile Fabric (if applicable): Type SAS (Subgrade Aggregate Separation) Woven Geotextile Fabric; GEOTEX 315ST or pre-approved equal. Furnish fabric conforming to the following physical properties:

ASTM D-4632 – Minimum Grab Tensile Strength = 315 lbs.

ASTM D-4632 – Minimum Grab Elongation = 15%.

ASTM D-6241 – Minimum CBR Puncture Strength = 900 lbs.

ASTM D-4533 – Minimum Trapezoidal Tear = 113 lbs.

ASTM D-4355 – Minimum UV Resistance (@ 500 hrs.) = 70%.

ASTM D-4751 – Maximum apparent opening size = No. 40 sieve.

ASTM D-4491 – Minimum Permittivity =  $0.1 \text{ s}^{-1}$

ASTM D-4491 – Minimum Water Flow Rate =  $4.0 \text{ gpm/ft.}^2$

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Call Local Utility Line Information service [Digger’s Hotline, phone# 1-800-242-8511] not less than three working days before performing Work.
  - 1. Request that all utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum.
- C. If contractor discovers any conflict with a utility, contractor is to contact the Engineer for further instructions.
- D. Protect utilities indicated to remain from damage.
- E. Protect plant life (trees, shrubs, flowers, etc.), lawns, fields, and other features remaining as portion of final landscaping.
- F. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, curbs, and other items to remain from excavating equipment and vehicular traffic.

### 3.2 CLEARING AND GRUBBING

- A. Limits of clearing and grubbing shall be areas which are affected by excavation and grading. Please refer to Section 02230 – Site Clearing (if applicable).
- B. Remove stumps, logs, roots, other organic material including existing structures to depths below the following:
  - 1. Walks, 24 inches
  - 2. Roads and drives, 36 inches
  - 3. Parking area, 36 inches
  - 4. Lawn areas, 12 inches
  - 5. Concrete pads, 24 inches
- C. Removal of existing trees which are to remain will not be permitted. Notify the Engineer if existing trees create a difficulty when grades are raised or lowered in excess of 12 inches.

### 3.3 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, relandscaped, or regraded, without mixing with foreign materials for use in finish grading.
- B. Excavate topsoil a minimum of six (6) inches plus additional soil as required to each soil free of roots or organic debris subject to rotting and settling.
- C. Do not excavate wet or frozen topsoil.
- D. Do not remove topsoil from site. If Contractor determines that there will be excess topsoil, Contractor may contact the Engineer or Owner for permission to remove the excess topsoil from the site.

### 3.4 SUBSOIL EXCAVATION

- A. Excavate materials as required for the construction of roadway subgrade (including curb and gutter or shoulder) to lines, grades, and cross-sections shown. Subgrade is considered the top surface of the roadbed upon which subbase, base, and surface courses will be constructed. Excavate and grade entrances, approaches, ditches, and channels within and beyond right-of-way as shown on drawings or as located by Engineer.
- B. Do not excavate wet subsoil unless directed by Engineer.
- C. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- D. Trim excavation. Remove loose matter.
- E. Notify Engineer of unexpected subsurface conditions.
- F. Correct areas that are over excavated as directed by Engineer.
- G. Remove excess and unsuitable material from site. If directed by Owner or Engineer, deliver excess excavated materials to designated areas within one mile of point of

loading. All other excess and unsuitable material shall be disposed of by contractor at a legal disposal site.

H. Repair or replace items indicated to remain damaged by excavation.

### 3.5 FILLING

A. Fill areas to contours and elevations with unfrozen and materials.

B. Place material in continuous layers as follows:

1. Subsoil Fill: Maximum 12 inches compacted depth.

a. Compact to 95% of maximum density as determined by ASTM D-1557.

2. Granular Fill: Maximum six (6) inches compacted depth.

a. Compact to 95% of maximum density as determined by ASTM D-1557.

C. Maintain optimum moisture content of fill materials to attain required compaction density.

D. Make grade changes gradual. Blend slope into level areas.

E. Repair or replace items indicated to remain damaged by excavation or filling.

### 3.6 GEOTEXTILE FABRIC

A. Before placing the geotextile fabric, smooth, shape, and compact the subgrade to the required grade, section, and density. After placing the fabric on the subgrade area, the engineer will not allow traffic or construction equipment to travel directly on the fabric.

B. Roll the fabric out on the roadway and pull taut manually to remove wrinkles. Join separate pieces of fabric by overlapping or sewing. Place the fabric in the overlapped joints so it overlaps a minimum of 18 inches.

C. To prevent the wind from lifting the fabric, the use of weights or pins may be required.

D. After placing, do not expose the fabric longer than 48 hours before covering.

E. Place the base material over the fabric by back dumping with trucks and leveling with a crawler dozer. The contractor shall not use construction equipment that causes ruts deeper than three (3) inches. Fill all ruts with additional material. Cover damaged areas with a patch of fabric using a three (3) foot overlap in all directions.

### 3.7 TOLERANCES

A. Section 01400 - Quality Requirements: Tolerances.

B. Top Surface of Subgrade: Plus or minus 0.04 feet from required elevation

### 3.8 FIELD QUALITY CONTROL

A. Section 01400 - Quality Requirements: Testing and Inspection Services, 01700 - Execution Requirements: Testing, adjusting, and balancing.

- B. Request visual inspection of bearing surfaces by Engineer before installing subsequent work.
  - 1. Proof roll exposed subgrade with a loaded, tandem axle dump truck to detect soft or yielding areas. If soft or yielding areas are discovered and they were not caused by the operations of the contractor, the material will be excavated at the bid unit price for excavation and backfilled at the bid unit price for breaker run or gravel. In the event that unit prices do not exist, they will be negotiated. Do not proceed with extra or unit price work until authorized.
  
- C. Procedure for checking compaction of fill:
  - 1. Perform laboratory material tests in accordance with ASTM D-1557.
  - 2. Perform in place compaction tests in accordance with the following:
    - a. Density Tests: ASTM D-1556, sand cone method. Other methods may be approved of by the Engineer.
    - b. Moisture Tests: ASTM D-3017.
    - c. A minimum of three tests will be performed.
  - 3. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
  - 4. Testing will only be required when the compaction is in question. If the Engineer requires the contractor to verify the compaction of the fill and the testing shows substandard compaction, the contractor will be required to pay for the testing. If the testing shows adequate compaction, the Owner will pay for the testing.

### 3.9 PROTECTION

- A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

END OF SECTION

## SECTION 02316

### ROCK REMOVAL

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Removing identified and discovered rock during excavation.
- B. Related Sections:
  - 1. Section 02315 - Excavation and Fill.
  - 2. Section 02320 - Backfill.
  - 3. Section 02324 - Trenching.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Rock Excavation:
  - 1. Basis of Measurement: By cubic yard measured after removal. Measurement calculated on the basis of average cross-sectional end area.
  - 2. Basis of Payment: Includes preparation of rock for removal, explosive (if allowed) or mechanical disintegration of rock, removal from position, and loading and removing from site. For over excavation, payment will not be made for over excavated work or for replacement materials. Unit price shall include furnishing and placing granular bedding between rock and pipe.

##### 1.3 REFERENCES

- A. National Fire Protection Association:
  - 1. NFPA 495 - Explosive Materials Code.

##### 1.4 DEFINITIONS

- A. Rock excavation shall include all hard, solid rock in ledges, bedded deposits, and unstratified masses and all conglomerate deposits or any other material so firmly cemented as to present all the characteristics of solid rock. If determined by the Engineer that such material is so hard or so firmly cemented that it is not practical to excavate and remove such material with a power shovel, it shall be thoroughly and continuously drilled and blasted, or mechanically disintegrated prior to removal. Power shovels, as referred to above, shall be taken to apply to modern track mounted power shovel or backhoe of not less than three-quarter (3/4) cubic yard manufacturer's rated capacity, having adequate power and being in good running condition in the hands of an experienced operator. Rock removal shall also include all rock boulders necessary to be removed having a volume of one cubic yard (27 cubic feet) or more. Rock removal shall not apply to plain or asphalt-bound bases or surface courses of macadam, gravel, or broken stone.

##### 1.5 METHOD OF ROCK REMOVAL

- A. Prior to starting any rock removal, the Contractor must obtain written approval from the Owner and Engineer regarding the planned method of Rock Removal.

- B. Blasting will be permitted only after securing approval, showing evidence of insurance specifically for such work, and demonstrating that blasting will be conducted in a manner to protect adjacent work, persons, and surrounding property. Avoid unnecessary fracturing of foundation materials. Damage caused by blasting shall be repaired or replaced at Contractor's expense. Contractor shall ascertain that method of blasting will be in accordance with Wis. Adm. Code and local ordinances. Blasting shall be done under direct supervision of a certified blaster. Hours of blasting may be fixed by Engineer.

#### 1.6 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Submittal procedures.
- B. Shop Drawings: Indicate proposed method of blasting, delay pattern, explosive types, type of blasting mat or cover, and intended rock removal method.
- C. Survey Report: Submit survey report on conditions of buildings near locations of rock removal.

#### 1.7 QUALITY ASSURANCE

- A. Seismic Survey Firm: Licensed company specializing in seismic surveys with five (5) years documented experience.
- B. Explosives Firm: Company specializing in explosives for disintegration of rock, with five (5) years documented experience. Company shall submit a list of references to Engineer prior to being approved of by Engineer and Owner.

#### 1.8 PROJECT CONDITIONS

- A. Conduct survey and document conditions of buildings near locations of rock removal, prior to blasting, and photograph existing conditions identifying existing irregularities.
- B. Advise owners of adjacent buildings or structures in writing, prior to executing seismographic survey. Explain planned blasting and seismic operations.
- C. Obtain seismic survey prior to rock excavation to determine maximum charges that can be used at different locations in area of excavation without damaging adjacent properties or other work.

#### 1.9 SCHEDULING

- A. Section 01300 - Administrative Requirements: Coordination and project conditions.
- B. Schedule Work to avoid disruption to occupied buildings nearby.
- C. Conduct blasting operations between hours of 8 a.m. and 6 p.m. only.



## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Explosives: Type recommended by explosive firm following seismic survey and required by authorities having jurisdiction.
- B. Delay Device: Type recommended by explosives firm.
- C. Blast Mat Materials: Type recommended by explosives firm.
- D. Mechanical Disintegration Compound: Grout mix of materials that expand on curing.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Coordination and project conditions.
- B. Verify site conditions and note subsurface irregularities affecting Work of this section.

### 3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum.

### 3.3 ROCK REMOVAL BY MECHANICAL METHOD

- A. Excavate and remove rock by mechanical method.
  - 1. Drill holes and use expansive tools, wedges, or, mechanical disintegration compound to fracture rock.
- B. Cut away rock at bottom of excavation to form level bearing.
- C. Remove shaled layers to provide sound and unshattered base for footings and foundations.
- D. In utility trenches, excavate to six (6) inches below invert elevation of pipe and 24 inches wider than pipe diameter.
- E. Remove excavated materials from trench. If material is deemed suitable by Engineer for other use on site, then use accordingly. If material is deemed unsuitable by Engineer, then properly remove material from site.
- F. Correct unauthorized rock removal in accordance with backfilling and compacting requirements of Section 02320 and as directed by Engineer.

### 3.4 ROCK REMOVAL BY EXPLOSIVE METHODS

- A. This method will only be allowed with the permission of the Owner.
- B. When rock is uncovered requiring explosives method for rock disintegration, notify Engineer.

- C. Provide seismographic monitoring during progress of blasting operations.
- D. Disintegrate rock and remove from excavation.
- E. Remove rock at excavation bottom to form level bearing.
- F. Remove shaled layers to provide sound and unshattered base for footings and foundations.
- G. In utility trenches, excavate to six (6) inches below invert elevation of pipe and 24 inches wider than pipe diameter.
- H. Remove excavated materials from trench. If material is deemed suitable by Engineer for other use on site, then use accordingly. If material is deemed unsuitable by Engineer, then properly remove material from site.
- I. Correct unauthorized rock removal in accordance with backfilling and compacting requirements of Section 02320 and as directed by Engineer.

### 3.5 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements: Testing and Inspection Services; 01700 - Execution Requirements: Testing, adjusting, and balancing.
- B. Request visual inspection of foundation bearing surfaces by Engineer and inspection agency before installing subsequent work.

END OF SECTION

## SECTION 02320

### BACKFILL

#### PART 1 GENERAL

##### 1.1 SUMMARY

A. Section Includes:

1. Backfilling of manholes, hydrants, valves, and storm water structures.
2. Backfilling of utility trench.
3. Fill for over-excavation of utility trenches.

B. Related Sections:

1. Section 02082 – Public Manholes and Structures.
2. Section 02084 - Precast Storm Sewer Structures.
3. Section 02085 - Valves and Hydrants.
4. Section 02315 - Excavation and Fill.
5. Section 02324 - Trenching.
6. Section 02513 - Public Water Distribution Systems.
7. Section 02515 - Water Services.
8. Section 02539 - Public Sanitary Sewer Systems.
9. Section 02631 - Public Storm Drainage.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. All backfilling to be included incidental to the manhole, storm water structure, hydrant, valve, sanitary sewer, water main, storm sewer, or utility installations.

##### 1.3 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Materials Source: Submit name of imported fill materials suppliers.

#### PART 2 PRODUCTS

- 2.1 All Products to be domestically made, manufactured, produced, and assembled in the United States of America.

##### 2.2 FILL MATERIALS

- A. Subsoil Fill: As per Section 207: Embankment and Section 208: Borrow of the Standard Specifications by the Wisconsin DOT. Material used shall be free of organic matter, debris, frozen soils, ice, and other objectionable materials.
- B. Granular Backfill: As per Section 209 of the Standard Specifications by the Wisconsin Department of Transportation. The gradation of the material passing the No. four (4) sieve may be either Grade one (1) or Grade two (2) material per Section 209.2.2 of the Standard Specifications by the Wisconsin Department of Transportation.

- C. Structure Fill: As per Section 210 of the Standard Specifications by the Wisconsin Department of Transportation.
- D. Clear Stone: Clean, hard, tough, and durable one and one-quarter (1-1/4)-inch washed crushed rock, or crushed rock free from fines and adherent coatings.

### 2.3 EXAMINATION

- A. Section 01300 - Administrative Requirements: Coordination and project conditions.
- B. Verify structural ability of unsupported walls to support loads imposed by fill.

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Prepare subgrade in accordance with Section 02315 and Section 02324.
- B. Compact subgrade to density requirements for subsequent backfill materials.
- C. Cut out soft areas of subgrade not capable of compaction in place. Backfill with granular fill and compact to density equal to or greater than requirements for subsequent fill material.
- D. When applicable, proof roll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.

### 3.2 BEDDING AND INITIAL BACKFILLING

- A. Bedding, haunching, and initial backfill for rigid pipes shall be in accordance with ASTM C12, Class C or better. Bedding, haunching, and initial backfill for flexible pipes shall be in accordance with ASTM D-2321, Class II or better.
- B. Provide six (6) inches of compacted granular material for bedding. Haunches to be supported by compacted granular material. Initial backfilling, that backfill which is placed from the top of the pipe to 12 inches above, shall be compacted granular material.
- C. Bedding and initial backfilling for the sanitary sewer and appurtenances to be one and one-quarter (1-1/4) inch clear stone (washed or clean).
- D. Provide a minimum of 12 inches of compacted granular material for backfilling around all sides of storm sewer and sanitary sewer structures.
- E. In all cases contractor to follow manufacturer's recommendation for bedding.

### 3.3 BACKFILLING

- A. Backfill trenches to the subgrade elevation.

- B. Place material in continuous layers as follows:
  - 1. Subsoil (Natural) Fill: Maximum 12 inches compacted depth.
    - a. Compact to 90% of maximum dry density as determined by ASTM D-1557.
    - b. Subsoil Fill shall only be used as backfill material when not located under a roadway, parking lot, future roadway, or structure.
  - 2. Granular Fill: Maximum six (6) inches compacted depth.
    - a. Compact to 95% of maximum dry density as determined by ASTM D-1557.
  - 3. Structure Fill: Maximum of 12 inches compacted depth.
    - a. Compact to 92% of maximum dry density as determined by ASTM D-1557.
- C. Employ placement method that does not disturb or damage other work.
  - 1. In no case shall backfill material be dropped from such a height or in such a volume that its impact will cause dislocation or damage to piping.
- D. Maintain optimum moisture content of backfill materials to attain required compaction density.
- E. When backfilling in freezing temperatures, cover pipe and tamp backfill around pipe using only loose, thawed material. When allowed to use subsoil fill, do not place frozen material in trench within two (2) feet of top of pipe nor around manholes and other structures.
- F. Remove surplus backfill materials from site.
- G. Leave fill material stockpile areas free of excess fill materials.

### 3.4 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements: Testing and inspection services.
- B. Perform laboratory material tests in accordance with ASTM D-1557.
- C. Perform in place compaction tests in accordance with the following:
  - 1. Density Tests: ASTM D-1556.
  - 2. Moisture Tests: ASTM D-3017.
- D. Frequency of Tests:
  - 1. Testing will only be required when the compaction is in question. If the Engineer requires the contractor to verify the compaction of the fill and the testing shows substandard compaction, the contractor will be required to pay for the testing. If the testing shows adequate compaction, the Owner will pay for the testing.
  - 2. If testing is required, minimum of three tests will be taken.
- E. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

3.5 PROTECTION OF FINISHED WORK

- A. Section 01700 - Execution Requirements: Protecting finished work.
- B. Reshape and re-compact fills subjected to vehicular traffic.

END OF SECTION

## SECTION 02324

### TRENCHING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Excavating trenches for utilities.
  - 2. Compacted fill from top of utility bedding to subgrade elevations.
  - 3. Backfilling and compaction.
  
- B. Related Sections:
  - 1. Section 02082 – Public Manholes and Structures.
  - 2. Section 02084 - Precast Storm Sewer Structures.
  - 3. Section 02085 - Valves and Hydrants.
  - 4. Section 02315 - Excavation and Fill.
  - 5. Section 02320 - Backfill.
  - 6. Section 02513 - Public Water Distribution Systems.
  - 7. Section 02515 - Water Services.
  - 8. Section 02539 - Public Sanitary Sewer Systems.
  - 9. Section 02631 - Public Storm Drainage.

##### 1.2 MEASUREMENT AND PAYMENT

- A. Trenching:
  - 1. Incidental to the laying of utility pipes.
  
- B. Dewatering: (If Necessary)
  - 1. Basis of Measurement: All costs associated with Type I Dewatering shall be considered incidental to the Project. Type II Dewatering shall be measured and paid by the lineal foot of trench dewatered.
  - 2. Basis of Payment: Includes preparation of trench for dewatering, dewatering equipment; labor; erosion control requirement removal; removal from position, loading, and placing on site; and all materials, equipment, tools, machinery, labor, and construction means and methods to properly provide Type II Dewatering Methods. For over excavation, payment will not be made for over excavated work or for replacement materials.

##### 1.3 DEFINITIONS

- A. Utility: Any buried pipe, duct, conduit, or cable.

##### 1.4 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.

- B. If required by the Engineer or Owner, submit an Excavation Protection Plan. Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.

#### 1.5 QUALITY ASSURANCE

- A. Perform all work to the specifications herein. If an item is not clearly specified, refer to the following sections in the Standard Specifications by the Wisconsin Department of Transportation:
  - 1. Section 205: Roadway and Drainage Excavation

#### 1.6 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

#### 1.7 QUALIFICATIONS

- A. Prepare excavation protection plan under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of Wisconsin.

#### 1.8 COORDINATION

- A. Section 01300 - Administrative Requirements: Coordination and project conditions.
- B. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

### PART 2 PRODUCTS

- 2.1 All Products to be domestically made, manufactured, produced, and assembled in the United States of America.

#### 2.2 FILL MATERIALS

- A. Fill materials shall conform to the requirements of Section 02320.

### PART 3 EXECUTION

#### 3.1 LINES AND GRADES

- A. Lay pipes to lines and grades indicated on Drawings.
  - 1. Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.



- B. Use laser-beam instrument(s) with qualified operator to establish lines and grades.
- C. If laser-beam instrument(s) are not used, maintain grade alignment of pipe using string line parallel with grade line and vertically above centerline of pipe.
  - 1. Establish string line on level batter boards at intervals of not more than 25 feet.
  - 2. Install batter boards spanning trench, rigidly anchored to posts driven into ground on both sides of trench.
  - 3. Set three adjacent batter boards before laying pipe to verify grades and line.
  - 4. Determine elevation and position of string line from elevation and position of offset points or stakes located along pipe route.
  - 5. Do not locate pipe using side lines for line or grade.

### 3.2 PREPARATION

- A. Call Local Utility Line Information service [Digger's Hotline, phone# 1-800-242-8511] not less than three working days before performing Work.
  - 1. Request that all utilities to be located and marked within and surrounding construction areas.
- B. Protect utilities indicated to remain from damage.
- C. Protect plant life (trees, shrubs, flowers, etc.), lawns, fields, and other features remaining as portion of final landscaping.
- D. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, curbs, and other items to remain from excavating equipment and vehicular traffic.
- E. Maintain and protect above and below grade utilities indicated to remain.
- F. Establish temporary traffic control and detours when trenching is performed in public right-of-way. Relocate traffic controls and reroute traffic as required during progress of Work. Contractor to use the Manual of Uniform Traffic Control Devices (MUTCD) as their guideline.

### 3.3 TRENCHING

- A. When encountering existing utilities, perform excavation in accordance with the utility's requirements.
- B. Do not advance open trench more than 200 feet ahead of installed pipe, unless otherwise permitted by the Engineer. Provide construction fence barricades around open trenches and pits when unattended.
- C. Do not leave more than 25 feet of trench open at end of working day
- D. Cut trenches sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with Work.

- E. Excavate bottom of trenches a maximum 24 inches and a minimum of 12 inches wider than outside diameter of pipe.
- F. Excavate trenches to depth indicated on Drawings. Verify that trench is excavated deep until not only for the pipe, but for the pipe bedding also. Provide uniform and continuous bearing and support for bedding material and pipe.
- G. When Project conditions permit, slope side walls of excavation starting two (2) feet above top of pipe. When side walls cannot be sloped, provide sheeting and shoring to protect excavation as specified in this section.
- H. When subsurface materials at bottom of trench are loose or soft, notify Engineer, and request instructions.
- I. Cut out soft areas of subgrade not capable of compaction in place. Backfill with granular fill as per Section 02320 and compact to density equal to or greater than requirements for subsequent backfill material.
- J. Trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
- K. Correct areas over excavated areas with compacted backfill as specified for authorized excavation or replace with fill concrete as directed by the Engineer.
- L. Remove excess subsoil not intended for reuse, from site.
- M. Wet Trench Conditions:
  - 1. Contractor shall attempt to dispose of ground water or surface drainage entering trench by employing ordinary dewatering techniques such as the use of sump pumps, sump pits adjacent to pipe alignment, dikes, and similar methods. Dispose of or divert water along existing drainage ways. Do not place water so that it ponds on roadway subgrade or adjacent private property. Do not directly discharge water into a stream, river, pond, or lake.
  - 2. Allowing water to flow into the pipe being laid will not be permitted, except for storm sewer, after joints have been set. Install temporary plug on upper end of pipe if there is danger of sand or debris being washed into pipe.
  - 3. When trench bottom is unstable because of ground water, the Engineer may require extra excavation to remove the unstable material. Provide washed stone foundation followed by granular bedding as per Section 02320.
- N. Well Point and Deep Well Dewatering:
  - 1. Where in the opinion of the Engineer or contractor, the trench or excavation pit cannot be kept dry by ordinary dewatering techniques, install a well point or deep well system to effectively dewater the trench or pit.
  - 2. If dewatering wells are approved, they shall be drilled, maintained, and abandoned in accordance with the requirements of the Wisconsin Department of Natural Resources (WDNR). For dewatering wells that have a single or aggregate capacity of greater than 70 gpm, contractor must obtain a well permit from the WDNR, Private Water Supply Section, Box 7921, Madison, Wisconsin 53707.

### 3.4 DEWATERING

- A. General: The Contractor shall provide and maintain ample means and devices with which to promptly remove all water entering excavations, trenches, and other parts of the work and shall keep said excavations dry until the structures to be built therein are completed. No masonry shall be installed in water nor shall water be allowed to rise over masonry and concrete if there is danger of flotation or of setting up unequal pressures in the concrete until the concrete has set at least twenty-four (24) hours and any danger of flotation has been removed. Dewatering shall be either TYPE I or TYPE II as described below:

**TYPE I: TRENCH DEWATERING AND POINTS/WELLS DEWATERING WITH PUMP RATES LESS THAN 70 GALLONS PER MINUTE (AGGREGATE TOTAL).**

If the Contractor chooses to use trench dewatering techniques (no limit on pump rates) or a point/well system that in total pumps less than 70 gpm, the permitting of these activities is covered by the project's Construction Site General Permit obtained from the Wisconsin Department of Natural Resources (WDNR) for the project. As such, the Contractor shall be responsible for complying with the erosion control requirements for dewatering, Wisconsin Department of Natural Resource Technical Standard #1061.

**TYPE II: POINTS/WELLS WITH PUMP RATES GREATER THAN OR EQUAL TO 70 GALLONS PER MINUTE (AGGREGATE TOTAL).**

If the Contractor chooses to dewater the site with points/wells with total pump rates equal to or greater than 70 gpm, the Contractor shall obtain a permit for installation of groundwater control wells from the Wisconsin Department of Natural Resources (WDNR) in accordance with paragraph 144.025(2)(e), Wisconsin Statutes. All wells shall be drilled and sealed in accordance with requirements of the WDNR for the installing and abandoning wells. The address for obtaining well permits is:

Wisconsin Department of Natural Resources  
Private Water Supply Section  
Box 7921  
Madison, WI 53707

When the Contractor chooses to obtain a water supply permit for dewatering, he/she shall provide erosion control at the discharge point as required to meet the conditions of the permit. At a minimum the Contractor shall provide silt fence, riprap, sedimentation basins or other approved means to minimize erosion and dissipate energy from the discharge point of pumped water.

Further, where the discharge (as permitted by the private water supply permit)

has the potential to cause an adverse impact on the quality of the receiving water, a Wisconsin Pollutant Discharge Elimination System (WPDES) permit may be required by the WDNR. If a WPDES permit is required, the Contractor shall file for this permit with the WDNR and comply with any and all requirements of that permit. If discharge testing is required by the WPDES permit, the Contractor shall:

- (1) Arrange for independent testing laboratory to sample and analyze discharge water for particulates at frequency indicated within WPDES permit. Where particulates exceed specified limits, the Contractor shall take such measures as are required to improve water quality to meet standards.
- (2) Construct any sedimentation basins used to meet the requirements of the WPDES discharge permit to meet the requirements of "Wisconsin Construction Site Best Management Handbook" or its' successors.

The Contractor shall be solely responsible for choosing a method of groundwater control, which is compatible with the constraints defined herein. The Contractor shall be responsible for the adequacy of the groundwater control system and shall not take all necessary measures to ensure that the groundwater control operation will not endanger or damage any existing adjacent utility or structure.

The Contractor shall submit in writing to the Engineer his proposed method of dewatering for this Project prior to its use.

The method or methods shall be designed, installed, and operated in such a manner to provide satisfactory working conditions and to maintain the progress of work. The methods and systems shall be designed so as to avoid settlement or damage to adjacent property in accordance with the applicable legislative statutes and judicial decisions of the State of Wisconsin. All required pumping, drainage, and disposal of groundwater shall be done without damage to adjacent property or structures, or to the operations of other Contractors and without interference with the access rights of public and private parties.

The dewatering system must remain in place until all excavation, backfilling, and compaction is completed.

### 3.5 SHEETING AND SHORING

- A. Sheet, shore, and brace excavations to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.
- B. Support trenches more than five (5) feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
- C. Design sheeting and shoring to be removed at completion of excavation work.

- D. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
- E. Repair damage to new and existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.

### 3.6 BACKFILLING

- A. Backfilling of trenches shall conform to the requirements of Section 02320.

### 3.7 PROTECTION OF FINISHED WORK

- A. Section 01700 - Execution Requirements: Protecting finished work.
- B. Reshape and re-compact fills subjected to vehicular traffic during construction. Provide access to residential, commercial, and industrial properties if an alternate access is not available by the end of each working day.

END OF SECTION

## SECTION 02371

### RIP-RAP AND ROCK LINING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Rip-rap placed loose.
  - 2. Rip-rap placed in bags.
- B. Related Sections:
  - 1. Section 02315 - Excavation and Fill: Excavating for rip-rap.
  - 2. Section 02320 - Backfill.
  - 3. Section 02324 - Trenching.
  - 4. Section 02631 - Public Storm Drainage.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Heavy Rip-Rap over Geotextile Fabric:
  - 1. Basis of Measurement: By cubic yard of rip-rap as per load tickets or measured in place.
  - 2. Basis of Payment: Includes the supply and installation of the geotextile fabric and rip-rap, and all materials, equipment, tools, machinery, labor, and construction means and methods to properly install Rip-Rap over Geotextile Fabric.

##### 1.3 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data for rip-rap and geotextile fabric (if applicable).

##### 1.4 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work in accordance with Section 606.3 of the Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction.

## PART 2 PRODUCTS

- 2.1 All Products to be domestically made, manufactured, and produced in the United States of America.
- 2.2 MATERIALS
  - A. Furnish materials in accordance with Section 606.2 of the Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction.

## PART 3 EXECUTION

- 3.1 EXAMINATION
  - A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
  - B. Do not place rip-rap bags, if applicable, over frozen or spongy subgrade surfaces.
- 3.2 PLACEMENT
  - A. Place geotextile fabric over substrate, lap edges and ends.
  - B. Place rip-rap at culvert pipe ends and at the end of concrete curb openings/flumes as indicated on Drawings.
  - C. Installed Thickness: Heavy Riprap; 18-inch to 24-inch diameter; installed minimum 30-inch thickness or as per thickness shown on the plans.
  - D. If rip-rap washes downstream, resulting from a heavy rainfall, replace with larger sized rip-rap.

END OF SECTION

## SECTION 02374

### EROSION CONTROL DEVICES

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Silt Fence.
  - 2. Erosion Bales.
  - 3. Sediment Logs.
  - 4. Erosion Mat.
  - 5. Inlet Protection.
  - 6. Rock Ditch Checks.
  - 7. Construction Tracking Pad.
  - 8. Staging Area.
  - 9. Haul Road.
  - 10. Dust Control.
  - 11. Stream Crossings.
  - 12. Other Erosion Control Devices.
  
- B. Related Sections:
  - 1. Section 02230 - Site Clearing.
  - 2. Section 02315 - Excavation and Fill.
  - 3. Section 02320 - Backfill.
  - 4. Section 02631 - Public Storm Drainage.
  - 5. Section 02924 - Landscaping.

##### 1.2 MEASUREMENT AND PAYMENT

- A. Erosion Control Methods and Devices:
  - 1. Basis of Measurement: By Lump Sum for all erosion control methods and devices required for the Construction Work of the Project.
  - 2. Basis of Payment: Includes excavation, supply and installation of erosion control devices, management and maintenance of the erosion control methods and devices, and removal of the silt fence, erosion bales, and other erosion control devices once vegetative cover has been established satisfactory to the Engineer and Owner, and all equipment, materials, tools, machinery, labor, and construction means and methods to properly install and maintain Erosion Control Methods and Devices.

##### 1.3 GENERAL

- A. The work under this section consists of providing all work, materials, labor, equipment, and supervision necessary to provide a fully functioning erosion control system as provide in these specifications and on the drawings.



- B. Perform all work in accordance with applicable manufacturer's directions, and all local, state, and federal Codes, Regulations, Laws, and Ordinances.

#### 1.4 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Product Data: Submit data on geotextile.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution Requirements: Requirements for submittals.

#### 1.6 QUALITY ASSURANCE

- A. Perform all work to the specifications herein. If an item is not clearly specified refer to the following sections in the Standard Specifications by the Wisconsin Department of Transportation:
  - 1. Section 605: Ditch Checks
  - 2. Section 606: RipRap
  - 3. Section 623: Dust Control Surface Treatment
  - 4. Section 628: Erosion Control
  - 5. Section 645: Geotextile Fabrics
- B. Perform all work to the specifications herein. If an item is not clearly specified refer to the Technical Standards for Construction Site Erosion & Sediment Control Standards as published by the Wisconsin Department of Natural Resources.

### PART 2 PRODUCTS

- 2.1 All Products to be domestically made, manufactured, produced, and assembled in the United States of America.

#### 2.2 EROSION CONTROL FENCES

- A. Comply with the requirement of Section 628.2.6.1 of the Standard Specifications by the Wisconsin Department of Transportation. Geotextile fabric used shall be backed by industrial polypropylene netting or 18-gauge woven wire fence, in three (3) foot wide rolls, with two-inch (2") x two-inch (2") nominal cross section posts of sufficient length to fully support the 36-inch high fence.

#### 2.3 GEOTEXTILE AND EROSION MAT MATERIALS

- A. Furnish materials in accordance with the Product Acceptability List (PAL) as published by the Wisconsin Department of Transportation.
- B. Furnish materials in accordance with the following sections of the Standard Specifications by the Wisconsin Department of Transportation:

1. Section 606: RipRap
2. Section 628: Erosion Control
3. Section 645: Geotextile Fabrics

## 2.4 SEDIMENT LOGS

- A. Sediment logs shall be Curlex<sup>®</sup> Sediment Logs<sup>®</sup>, as manufactured by American Excelsior Company<sup>®</sup>, Type I, II, III, or IV (depending on the field conditions), or pre-approved equal.

## 2.5 EROSION BALES

- A. Comply with the requirement of Section 628.2.4 of the Standard Specifications by the Wisconsin Department of Transportation. Bales to be either straw or hay, have rectangular surfaces, and be tightly bound with twine string, not wire.
- B. Stakes for bales. Use pieces of plasterer's lath or stakes equivalent thereto, 12 inches in length. Provide stakes for use in bale barriers, two-inch (2") x two-inch (2") x 30" nominal, driven flush with the top of the bale.

## PART 3 EXECUTION

### 3.1 GENERAL

- A. Perform all work in accordance with manufacturer's instruction where these specifications do not specify a higher requirement.
- B. Undertake any and all measures required in the contract or shown on the drawings, or determined necessary by the contractor, or as ordered by the Engineer to protect all adjacent lands, and all ground and surface waters from contamination by the direct and indirect migration of sands, silts, mud, debris, chemicals and other such pollutants from the jobsite through the use of specified materials. Such measures include, but are not limited by enumeration to:
  1. Construction and maintenance of erosion control barriers,
  2. Construction and maintenance of surface runoff diversion channels around the construction site,
  3. Construction and maintenance of temporary and permanent drainage structures and facilities,
  4. Sweeping, shovelling, and other removal of materials from streets and other paved surfaces by hand and/or mechanical methods (but not flushing),
  5. Removal of silts, sediments, and debris which have left the jobsite due to erosion,
  6. Restoration of lands and waters subject to damage by erosion from the jobsite.

### 3.2 PERMITS AND APPROVALS

- A. Apply for and receive all permits and approvals required for land disturbance activities (including DNR permits for dewatering wells) prior to the commencement of land disturbing activities. Fully comply with all such permit and approval requirements and

retain a copy of the approvals and/or approved permits on the jobsite at all times of construction activity.

### 3.3 EROSION CONTROL FENCES

- A. Conform all work to technical standard 1056, Silt Fence, as published by the Wisconsin Department of Natural Resources.
- B. For specific location of silt fence, refer to Project Plans.
- C. Install as per Section 628.2.6.1 of the Standard Specifications by the Wisconsin Department of Transportation.

### 3.4 SEDIMENT LOGS

- A. Install as per manufacturer's instructions.
- B. Locate sediment logs on level contours spaced as per manufacturer's instructions.
- C. Turn the ends of the sediment logs up slope to prevent runoff from going around the log.
- D. Stake sediment logs into a two (2) to four (4) inch deep trench with a width equal to the diameter of the sediment log.
  - 1. Drive stakes at the end of each sediment log and spaced four (4) feet maximum on center.
- E. If more than one sediment log is placed in a row, the logs should be overlapped, not abutted.
- F. Remove sediment log once vegetation has been established. Collect and dispose of sediment accumulation, and fill and compact holes, trenches, depressions or any other ground disturbance to blend with adjacent ground.

### 3.5 EROSION BALES

- A. Conform all work to technical standard 1062, Ditch Checks, as published by the Wisconsin Department of Natural Resources.
- B. Erosion bales to be a minimum of three (3) feet in length.
- C. For specific location and type of erosion mat, refer to Project Plans.
- D. Install as per Section 628.2.4 of the Standard Specifications by the Wisconsin Department of Transportation.

### 3.6 EROSION MAT

- A. Conform all work to technical standard 1053, Channel Erosion Mat, and to technical standard 1052, Non-Channel Erosion Mat, as published by the Wisconsin Department of Natural Resources.
- B. For specific location and type of erosion mat, refer to Project Plans.

### 3.7 INLET PROTECTION

- A. Conform all work to technical standard 1060, Storm Drain Inlet Protection for Construction Sites, as published by the Wisconsin Department of Natural Resources.
- B. For specific location and type of inlet protection, refer to Project Plans.

### 3.8 DITCH CHECKS

- A. Conform all work to technical standard 1062, Ditch Check, as published by the Wisconsin Department of Natural Resources.
- B. For specific location and type of ditch checks, refer to Project Plans.

### 3.9 DUST CONTROL

- A. Conform all work to technical standard 1068, Dust Control on Construction Sites, as published by the Wisconsin Department of Natural Resources.
- B. Dust control to be implemented at the request of the Engineer or Owner.

### 3.10 DE-WATERING METHODS

- A. Conform all work to technical standard 1061, De-watering, as published by the Wisconsin Department of Natural Resources.
- B. De-watering methods to be used whenever water from the trench is pumped out of it.

### 3.11 GRADING AND EARTHWORK MEASURES

- A. Install temporary or permanent erosion control measures prior to any onsite grading or land disturbances.
- B. Clear only those areas designated for the placement of improvements or earthwork before placement of the final cover. Perform stripping of vegetation, grading, excavation, or other land disturbing activities in a logical sequence and manner which will minimize erosion. If possible, schedule construction for times of the year when erosion hazards are minimal.
- C. Do not clear the site of topsoil, trees, and other natural ground covers before the commencement of construction. Retain natural vegetation and protect until the final ground cover is placed.
- D. Do not locate any soil or dirt piles which will remain in existence for more than seven (7) consecutive days, whether to be worked during that period or not, within 25 feet of any roadway, parking lot, paved area, or drainage structure or channel (unless intended to be used as part of the erosion control measures. Provide temporary stabilization and control measures (seeding, mulching, tarping, erosion matting, barrier fencing, etc.) for the protection of disturbed areas and soil piles which will remain unworked for a period of more than 14 consecutive calendar days.

### 3.12 DRAINAGE MEASURES

- A. Provide drainage measures which contain the increased runoff resulting from development of the site and/or disturbances to the natural vegetative cover, during and after the construction activity. Convey drainage to the nearest adequate public facility. Do not discharge water in a manner which will cause erosion or sedimentation of the site or receiving facility.
- B. Protect drain inlets with erosion control barriers of straw or hay bales, silt fencing, filter baskets, or other equivalent methods approved by the engineer which provide the necessary erosion protection.
- C. Minimize water runoff and retained on-site wherever possible so as to promote percolation of surface water. Do not discharge water in a manner which will cause erosion or sedimentation of the site or receiving facility.
- D. Undertake site dewatering in a manner to minimize the pumping of sediments and discharge to a sedimentation basin or sedimentation vessel in a manner so as to minimize the discharge of sediments. Do not discharge water in a manner which will cause erosion or sedimentation of the site or receiving facility.

### 3.13 TRACKING AND SEDIMENTATION CONTROL MEASURES

- A. Provide each site with measures to prevent the tracking of sediment from the site onto public or private roadways, parking lots, and paved areas. Such measures shall include:
  1. Prohibiting construction activities which are off of paved, graveled, or stabilized surfaces during periods of precipitation and wet soils.
  2. Each site shall have adequate access drives and parking areas of sufficient width, length, and wearing surface.
  3. Access roads and parking areas receiving more than five (5) vehicle trips per hour shall be graveled or paved.
  4. Access roads receiving more than 15 vehicle trips per hour shall be equipped with graveled or paved areas of adequate size and clean surface for the removal of dirt, mud, sediments, and other debris by sweeping, washing, or other methods before the vehicle enters adjacent roadways, parking areas, or paved surfaces.
  5. Wash water shall be discharged to sedimentation basins, sedimentation vessels, or other such control areas.
  6. Conform all work to technical standard 1063, Stone Tracking Pad and Tire Washing, as published by the Wisconsin Department of Natural Resources.

### 3.14 CLEANING AND DISPOSAL

- A. Remove surplus excavation materials from the site immediately after rough grading. The disposal site for the surplus excavation materials shall also be subject to these erosion control requirements.
- B. Immediately and completely remove by scraping, sweeping, shoveling, or other such method (except flushing), any sediment reaching a public or private roadway, parking lot, sidewalk, or other paved area and which constitutes a hazard to traffic or which may be further scattered by traffic. Completely remove any accumulations not requiring immediate attention at least once daily at the end of the work day.
- C. Frequently dispose of all waste and unused construction materials in licensed solid waste or wastewater facilities. Do not bury, dump, or discharge, any garbage, debris, cleaning wastes, toxic materials, or hazardous materials on the site, on the land surface or in

detention basins, or otherwise allow materials to be carried off the site by runoff onto adjacent lands or into receiving waters or storm sewer systems.

### 3.15 SITE STABILIZATION

- A. Incorporate erosion control devices indicated on the Drawings into the Project at the earliest practicable time.
- B. Construct, stabilize and activate erosion controls before site disturbance within tributary areas of those controls.
- C. Stockpile and waste pile heights shall not exceed 35 feet. Slope stockpile sides at 2:1 or flatter.
- D. Stabilize any disturbed area of affected erosion control devices on which activity has ceased and which will remain exposed for more than 20 days.
  - 1. During non-germinating periods, apply mulch at recommended rates.
  - 2. Stabilize disturbed areas which are not at finished grade and which will be disturbed within one year in accordance with Section 02924 at 75 percent of permanent application rate with no topsoil.
  - 3. Stabilize disturbed areas which are either at finished grade or will not be disturbed within one year in accordance with Section 02924 permanent seeding specifications.
- E. Stabilize diversion channels, sediment traps, and stockpiles immediately.

### 3.16 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements, 01700 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.

### 3.17 CLEANING

- A. Section 01700 - Execution Requirements: Requirements for cleaning.
- B. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- C. Do not damage structure or device during cleaning operations.
- D. Do not permit sediment to erode into construction or site areas or natural waterways.
- E. Clean channels when depth of sediment reaches approximately one half channel depth.

END OF SECTION

## SECTION 02513

### PUBLIC WATER DISTRIBUTION

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Water main pipe and fittings for public systems.
  - 2. Underground pipe markers.
  
- B. Related Sections:
  - 1. Section 02085 - Valves and Fire Hydrants.
  - 2. Section 02315 - Excavation and Fill.
  - 3. Section 02320 - Backfill.
  - 4. Section 02324 - Trenching.
  - 5. Section 02515 - Water Service Connections.
  - 6. Section 02516 - Disinfection of Water Distribution: Disinfection of water piping.
  - 7. Section 03300 - Cast-in-Place Concrete.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Water main Pipe and Fittings:
  - 1. Basis of Measurement: By the Linear Foot.
  - 2. Basis of Payment: Includes excavation of trench, hand trimming, excavation, bedding, piping and fittings, accessories, concrete thrust restraints, joint restraints, tracer wire, backfilling, compacting, testing, and all materials, equipment, tools, machinery, labor, and construction means and methods to properly install Water Main Pipe.
  
- B. Connection to Existing Water System:
  - 1. Basis of Measurement: By Each Connection to Existing Water Main.
  - 2. Basis of Payment: Includes locating existing water main pipe and fittings, connecting to existing water main pipe and fittings, excavation, bedding, backfilling, compacting, all pipe and appurtenances, and all materials, equipment, tools, machinery, labor, and construction means and methods required for Connection to the Existing Water System.
  
- C. Polystyrene Insulation: (If Applicable)
  - 1. Basis of Measurement: Incidental to Water Main installation.
  - 2. Basis of Payment: Includes installation of polystyrene installation for frost protection and all equipment, tools, machinery, labor, and construction means and methods to properly install Polystyrene Insulation.
  
- D. Abandonment of Existing Water Main:
  - 1. Basis of Measurement: Incidental to Water Main construction.
  - 2. Basis of Payment: Includes the capping, draining, and abandoning of the existing water main; removal of existing valve boxes and salvaging to the Owner; abandoning existing inactive water services; excavation; bedding; backfilling; sealing; grout; compacting; and all equipment, tools, machinery, materials, labor,

and construction means and methods required for the proper Abandonment of the Existing Water Main.

### 1.3 REFERENCES

#### A. ASTM International:

1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
2. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
3. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
4. ASTM D1784 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
5. ASTM D2241 - Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series).
6. ASTM D3139 - Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.
7. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

#### B. American Water Works Association:

1. AWWA C104 - ANSI Standard for Cement Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
2. AWWA C105 - ANSI Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems.
3. AWWA C110 - ANSI Standard for Ductile-Iron and Gray-Iron Fittings, 3 In. Through 48 In. (76 mm Through 1,219 mm), for Water.
4. AWWA C111 - ANSI Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
5. AWWA C115 - ANSI Standard for Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
6. AWWA C151 - ANSI Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids.
7. AWWA C153 - ANSI Standard for Ductile-Iron Compact Fittings for Water Service.
8. AWWA C500 - Gate Valves for Water and Sewage Systems.
9. AWWA C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances.
10. AWWA C605 - Water Treatment - Underground Installation of Polyvinyl Chloride PVC Pressure Pipe and Fittings for Water.
11. AWWA C606 - Grooved and Shouldered Joints.
12. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe, and Fabricated Fittings, 4 In. through 12 In. (100 mm Through 300 mm), for Water Distribution.
13. AWWA C905 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14 In. Through 36 In. (350 mm Through 1,200 mm), for Water Transmission and Distribution.

#### C. National Fire Protection Agency



1. NFPA 24 - Standard for the Installation of Private Fire Service Mains and Their Appurtenances.

#### 1.4 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Shop Drawings: Indicate piping layout, including piping specialties.
- C. Product Data: Submit data on pipe materials, pipe fittings, valves and accessories.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual locations of piping mains, valves, connections, thrust restraints, joint restraints, and invert elevations.
- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Deliver and store valves in shipping containers with labeling in place.
- C. Block individual and stockpiled pipe lengths to prevent moving.
- D. Do not place pipe or pipe materials on private property or in areas obstructing pedestrian or vehicle traffic.
- E. Store polyethylene materials out of sunlight.

#### 1.7 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

### PART 2 PRODUCTS

#### 2.1 GENERAL

- A. All Products to be domestically made, manufactured, produced, and assembled in the United States of America.
- B. All materials must conform to NSF/ANSI 61; NSF/ANSI 61 A Max G; and NSF/ANSI 372 Standards-No lead in water system components (except service saddles).

## 2.2 WATER MAIN PIPE

- A. Ductile Iron Pipe: AWWA C151. Bituminous outside coating: AWWA C151. Pipe Mortar Lining: AWWA C104, double thickness.
  - 1. Pipe Class: AWWA C151, for nominal thickness, rated water working pressure and maximum depth of cover. Class 52.
  - 2. Pipe Lengths: Minimum 16 foot long pipe sections.
  - 3. Fittings: Ductile iron, made in U.S.A., Full Body fittings conforming to AWWA C110 or Compact fittings conforming to AWWA C153. 250 psig working pressure. Foundry must be NSF 61 Certified.
    - a. Coating and Lining:
      - 1) Bituminous Coating: AWWA C110.
      - 2) Cement Mortar Lining: AWWA C104, standard thickness.
  - 4. Joints:
    - a. Mechanical and Push-On Joints (slip joint): AWWA C111.
    - b. Joints connecting pipes to fittings, valves, and hydrants shall be restrained the required restrained length on each side of the fitting. One of the following shall be used.
      - 1) Joint restraint gasket on push-on joint pipe and fittings. U.S. Pipe/Field Lok Gasket, American Fast-Grip Gasket, or pre-approved equal.
      - 2) Use of wedge type restraining glands on mechanical joint pipe and fittings: Ebaa Iron/Megalug Series 1100, TUFGRip, or pre-approved equal.
- B. Polyvinyl Chloride (PVC): AWWA C900, Class 150, DR 18, Ductile iron outside diameter:
  - 1. Fittings: Ductile iron, Full Body fittings conforming to AWWA C110 or Compact fittings conforming to AWWA C153. 250 psig working pressure. Foundry must be NSF 61 Certified.
    - a. Coating and Lining:
      - 1) Bituminous Coating: AWWA C110.
      - 2) Cement Mortar Lining: AWWA C104, standard thickness.
  - 2. Joints: ASTM D3139 PVC flexible elastomeric seals. Solvent-cement couplings are not permitted.
    - a. Joints connecting pipes to fittings, valves, and hydrants shall be restrained the required restrained length on each side of the fitting. One of the following shall be used.
      - 1) Joint restraint gasket on push-on joint pipe and fittings. U.S. Pipe/Field Lok Gasket, American Fast-Grip Gasket, or pre-approved equal.
      - 2) Use of wedge type restraining glands on mechanical joint pipe and fittings: Ebaa Iron/Megalug Series 1100, TUFGRip, or pre-approved equal.

## 2.3 VALVES AND FIRE HYDRANTS

- A. Valves and Fire Hydrants: Conform to Section 02085.

## 2.4 UNDERGROUND PIPE MARKERS

- A. Tracer Wire: Magnetic detectable conductor, 12 GA, and brightly colored plastic covering. Required for all water main pipe installations.

## 2.5 BEDDING AND COVER MATERIALS

- A. Bedding as specified in Section 02320.
- B. Soil Backfill from Above Pipe to Finish Grade: as specified in Section 02320.

## 2.6 ACCESSORIES

- A. Concrete for Thrust Restraints: Conform to Section 03300. Solid concrete blocks may be substituted with permission from Engineer.
- B. Steel rods, bolt, lugs and brackets: ASTM A36/A36M or ASTM A307 carbon steel.
- C. Protective Coating: Bituminous coating.
- D. Joint Restraining Glands: Ebaa Iron/Megalug Series 1100, TUF Grip, or pre-approved equal.
- E. Polystyrene Insulation Board: Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230, except as hereinafter revised. Delete flammability requirement. Furnish and place polystyrene insulation board as shown on the plans.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify existing utility water main size, location, and invert as indicated on Drawings.
- C. Provide a minimum of 72 hours notice for notification of a water system shut-off to the Owner of the water system.

### 3.2 PREPARATION

- A. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs. Use only equipment specifically designed for pipe cutting. The use of chisels or hand saws will not be permitted. Grind edges smooth with beveled end for push-on connections.
- B. Remove scale and dirt on inside and outside before assembly.
- C. Prepare pipe connections to equipment with flanges or unions.

### 3.3 BEDDING

- A. Excavate pipe trench in accordance with Section 02324 for Work of this Section. Hand trim excavation for accurate placement of pipe to elevations indicated on Drawings.
- B. Dewater excavations to maintain dry conditions and preserve final grades at bottom of excavation.
- C. Provide sheeting and shoring in accordance with Section 02324.
- D. Place bedding material in accordance with Section 02320.

### 3.4 INSTALLATION - PIPE

- A. Install pipe in accordance with AWWA C600 and AWWA C605.
- B. Handle and assemble pipe in accordance with manufacturer's instructions and as indicated on Drawings.
- C. Maintain minimum eight (8) feet horizontal separation of water main from sewer piping in accordance with NR 811.67.
- D. Install pipe to indicated elevation to within tolerance of one (1) inch.
- E. Install ductile iron piping and fittings in accordance to AWWA C600.
- F. Route pipe in straight line. Relay pipe that is out of alignment or grade.
- G. Install pipe with no high points. If unforeseen field conditions arise, which necessitate high points, install air release valves as directed by Engineer.
- H. Install pipe to have bearing along entire length of pipe. Excavate bell holes to permit proper joint installation. Do not lay pipe in wet or frozen trench.
- I. Prevent foreign material from entering pipe during placement.
- J. Install pipe to allow for expansion and contraction without stressing pipe or joints.
- K. Close pipe openings with watertight plugs during work stoppages.
- L. Install access fittings to permit disinfection of water system performed under Section 02516.
- M. Install tracer wire continuous over top of pipe (PVC installations).

### 3.5 INSTALLATION - VALVES AND HYDRANTS

- A. Install valves and hydrants in accordance with Section 02085.

### 3.6 THRUST RESTRAINT

- A. Provide valves, tees, bends, caps, and plugs with concrete thrust blocks. Pour concrete thrust blocks against undisturbed earth. Locate thrust blocks at each elbow or change of pipe direction to resist resultant force and so pipe and fitting joints will be accessible for repair.
- B. Install tie rods, clamps, set screw retainer glands, or restrained joints. Install at all fittings, valves, and hydrants.
- C. Install thrust blocks, tie rods, and joint restraint at dead ends of water main.

### 3.7 SERVICE CONNECTIONS

- A. Install service connections in accordance with Section 02515.

### 3.8 BACKFILLING

- A. Backfill around sides and to top of pipe in accordance with Section 02320.
- B. Maintain optimum moisture content of bedding material to attain required compaction density.

### 3.9 DISINFECTION OF POTABLE WATER PIPING SYSTEM

- A. Flush and disinfect system in accordance with Section 02516.

### 3.10 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements and Section 01700 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform pressure test on potable water distribution system in accordance with AWWA C600.
- C. Pressure test system to 150 psi. Repair leaks and re-test.
  - 1. After completion of pipeline installation, including backfill, but prior to final connection to existing system, conduct, in presence of Engineer, concurrent hydrostatic pressure and leakage tests in accordance with AWWA C600.
  - 2. Provide equipment required to perform leakage and hydrostatic pressure tests.
  - 3. Test Pressure: Not less than 150 psi or 50 psi in excess of maximum static pressure, whichever is greater.
  - 4. Conduct hydrostatic test for at least two-hour duration.
  - 5. No pipeline installation will be approved when pressure varies by more than five (5) psi at completion of hydrostatic pressure test.
  - 6. Before applying test pressure, completely expel air from section of piping under test. Provide corporation cocks so air can be expelled as pipeline is filled with water. After air has been expelled, close corporation cocks and apply test

pressure. At conclusion of tests, remove corporation cocks and plug resulting piping openings.

7. Slowly bring piping to test pressure and allow system to stabilize prior to conducting leakage test. Do not open or close valves at differential pressures above rated pressure.
  8. Examine exposed piping, fittings, valves, hydrants, and joints carefully during hydrostatic pressure test. Repair or replace damage or defective pipe, fittings, valves, hydrants, or joints discovered, following pressure test.
  9. No pipeline installation will be approved when leakage is greater than that determined by the following formula:  
$$L = \frac{SD\sqrt{P}}{148,000}$$

L = allowable, in gallons per hour  
S = length of pipe tested, in feet  
D = nominal diameter of pipe, in inches  
p = average test pressure during leakage test, in pounds per square inch (gauge)
  10. When leakage exceeds specified acceptable rate, locate source and make repairs. Repeat test until specified leakage requirements are met.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

END OF SECTION

## SECTION 02515

### WATER SERVICE CONNECTIONS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Pipe and fittings for domestic water service connections.
  - 2. Corporation stop assembly.
  - 3. Curb stop and box assembly.
  - 4. Valve box top section over curb box assembly.
  - 5. Bedding and cover materials.
  
- B. Related Sections:
  - 1. Section 02315 - Excavation and Fill.
  - 2. Section 02320 - Backfill.
  - 3. Section 02324 - Trenching.
  - 4. Section 02513 - Public Water Distribution.
  - 5. Section 02516 - Disinfection of Water Distribution.
  - 6. Section 03300 - Cast-In-Place Concrete.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Replace Water Service Assembly:
  - 1. Basis of Measurement: By each Water Service to be Replaced.
  - 2. Basis of Payment: Includes excavation, bedding, backfilling, compacting, corporation stop, curb stop, curb box and cover, connection to existing water service piping, pipe, fittings, accessories, marking curb with grinder for location, and all equipment, tools, machinery, materials, labor, and construction means and methods to properly Replace Water Service and connect to the proposed water main.
  
- B. New Water Service Assembly:
  - 1. Basis of Measurement: By each New Water Service to be installed.
  - 2. Basis of Payment: Includes excavation, bedding, backfilling, compacting, corporation stop, curb stop, curb box and cover, pipe, fittings, accessories, marker post, marking curb with grinder for location, and all equipment, tools, machinery, materials, labor, and construction means and methods to properly connect the New Water Service to the proposed water main.
  
- C. Reconnect Water Service Assembly:
  - 1. Basis of Measurement: By each Water Service to be Reconnected.
  - 2. Basis of Payment: Includes excavation, bedding, backfilling, compacting, corporation stop, connection to existing water service piping, pipe, fittings, accessories, marking curb with grinder for location, and all equipment, tools, machinery, materials, labor, and construction means and methods to properly Reconnect the Existing Water Service to the proposed water main.

- D. Valve Box Top Section Over Curb Box in Concrete or pavement:
  - 1. Basis of Measurement: By each Valve Box Top Section Over Curb Box installed.
  - 2. Basis of Payment: Includes valve box top section, lid, adjustment to finished grade, and all materials, equipment, tools, machinery, labor, and construction means and methods to properly install each Valve Box Top Section Over Curb Box in concrete or Pavement.

### 1.3 REFERENCES

- A. ASTM International:
  - 1. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings.
  - 2. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
  - 3. ASTM D2241 - Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series).
- B. American Welding Society:
  - 1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.
- C. American Water Works Association:
  - 1. AWWA C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances.
  - 2. AWWA C800 - Underground Service Line Valves and Fittings.

### 1.4 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data on pipe materials, pipe fittings, corporation stop assemblies, curb stop assemblies, meters, meter setting equipment, service saddles, and accessories.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

### 1.5 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual locations of piping mains, curb stops, connections, thrust restraints, and invert elevations.
- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. During loading, transporting, and unloading of materials and products, exercise care to prevent any damage.



- C. Store products and materials off ground and under protective coverings and custody, away from walls and in manner to keep these clean and in good condition until used.
- D. Exercise care in handling precast concrete products to avoid chipping, cracking, and breakage.

## PART 2 PRODUCTS

### 2.1 GENERAL

- A. All Products to be domestically made, manufactured, produced, and assembled in the United States of America.
- B. All materials must conform to NSF/ANSI 61; NSF/ANSI 61 A Max G; and NSF/ANSI 372 Standards-No lead in water system components (except service saddles).

### 2.2 WATER PIPING AND FITTINGS

- A. Copper Tubing: ASTM B88, Type K, soft annealed seamless copper:
  - 1. Product: Name of manufacturer shall be plainly marked on all piping and fittings.
  - 2. Fittings: ASME B16.18, cast copper, or ASME B16.22, wrought copper.
  - 3. Joints: Compression connection or flared flange.

### 2.3 CORPORATION STOP ASSEMBLY

- A. Manufacturers:
  - 1. 1" Mueller Company Ground Key Corporation Valve Model H-15008N (compression).
  - 2. Substitutions: Not Permitted.
- B. Corporation Stops:
  - 1. Brass body conforming to ASTM B62.
  - 2. Compression type joints.
  - 3. Inlet end threaded for tapping according to AWWA C800.
  - 4. Outlet end suitable for service pipe specified.
- C. Service Saddles:
  - 1. For PVC pipe, Smith-Blair, style 372; Cascade Waterworks Manufacturing stainless steel water service saddle, style CSC2; or pre-approved equal, designed to hold pressures in excess of pipe working pressure.

### 2.4 CURB STOP ASSEMBLY

- A. Manufacturers:
  - 1. 1" Mueller Company Mark II Oriseal Valve (Model H-15155N).
  - 2. Substitutions: Not Permitted.
- B. Curb Stops:
  - 1. Conform to AWWA C800.
  - 2. Brass body conforming to ASTM B62.

3. Compression type joints.
  4. Positive pressure sealing.
- C. Curb Boxes and Covers:
1. Cast iron body, Extension Type, Mueller Company Model H-10300-99002 for 1" curb stops.
  2. Minneapolis Pattern Base.
  3. Mueller Company Model H-10300 Lid with inscription WATER, with Pentagon Plug.
  4. Adjustable between 72" – 84".
  5. **Internal Shut-off Rod.**

## 2.5 BEDDING AND COVER MATERIALS

- A. Bedding as specified in Section 02320.
- B. Soil Backfill from Above Pipe to Finish Grade: as specified in Section 02320.

## 2.6 ACCESSORIES

- A. Concrete for Thrust Restraints: Concrete type specified in Section 03300. Solid concrete blocks may be substituted with permission from Engineer.
- B. Concrete Blocks for Support: Solid concrete, 8"x16"x4" blocks.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify building service connection and municipal utility water main size, location, and invert are as indicated on Drawings.

### 3.2 PREPARATION

- A. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs.
- B. Remove scale and dirt on inside and outside before assembly.
- C. Prepare pipe connections to equipment with flanges or unions.

### 3.3 INSTALLATION - CORPORATION STOP ASSEMBLY

- A. Make connection for each different kind of water main using suitable materials, equipment and methods approved by the Engineer.
- B. Provide service clamps (saddles) for mains other than of cast iron or ductile iron mains.

- C. Screw corporation stops directly into tapped and threaded iron main at nine (9) and three (3) o'clock position on main's circumference; locate corporation stops at least 24 inches apart longitudinally and staggered.
- D. For plastic pipe water mains, provide full support for service clamp for full circumference of pipe, with minimum two (2) inches width of bearing area; exercise care against crushing or causing other damage to water mains at time of tapping or installing service clamp or corporation stop.
- E. Use proper seals or other devices so no leaks are left in water mains at points of tapping; do not backfill and cover service connection until approved by the Engineer.

#### 3.4 BEDDING

- A. Excavate pipe trench in accordance with Section 02324.
- B. Place bedding material at trench bottom in accordance with Section 02320.
- C. Backfill around sides and to top of pipe in accordance with Section 02320.
- D. Maintain optimum moisture content of fill material to attain required compaction density.
- E. Place fill material in accordance with Section 02320.

#### 3.5 INSTALLATION - PIPE AND FITTINGS

- A. Maintain separation of water main from sewer piping in accordance with State of Wisconsin Plumbing code.
- B. Group piping with other site piping work whenever practical.
- C. Install pipe to indicated elevation to within tolerance of one (1) inch.
- D. Route pipe in straight line.
- E. Provide copper service pipe free of splices from corporation cock to property line or curb stop.
- F. Install pipe to allow for expansion and contraction without stressing pipe or joints.
- G. Install access fittings to permit disinfection of water system performed under Section 02516.
- H. Form and place concrete for thrust restraints at each elbow or change of direction of pipe main.
- I. Establish elevations of buried piping with not less than seven (7) feet of cover.
- J. Backfill trench in accordance with Section 02320.

### 3.6 INSTALLATION - CURB STOP ASSEMBLY

- A. Set curb stops on solid bearing and solid concrete 8"x16"x4" blocks.
- B. Center and plumb curb box over curb stops. Set box cover flush with finished grade.
- C. Install curb stop assembly at property line. New services shall be provided with a stub pipe which is peened closed. Mark end with four (4) inch x four (4) inch post, eight (8) feet long projecting 48 inches out of ground and painted blue. Existing services which are relaid or reconnected to shall be reconnected at lot line with a suitable pipe coupling.

### 3.7 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Flush and disinfect system in accordance with Section 02516.

### 3.8 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements and 01700 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform pressure test on domestic site water distribution system in accordance with AWWA C600 and the requirements of section 02513.
- C. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

END OF SECTION

## SECTION 02516

### DISINFECTION OF WATER DISTRIBUTION

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes disinfection of potable water distribution system; and testing and reporting results.
- B. Related Sections:
  - 1. Section 02085 - Valves and Fire Hydrants.
  - 2. Section 02513 - Public Water Distribution.
  - 3. Section 02515 - Water Service Connections.

##### 1.2 MEASUREMENT AND PAYMENT

- A. Disinfection of Water Distribution:
  - 1. Incidental to Water Main Work.

##### 1.3 REFERENCES

- A. American Water Works Association:
  - 1. AWWA B300 - Hypochlorites.
  - 2. AWWA B302 - Ammonium Sulfate.
  - 3. AWWA B303 - Sodium Chlorite.
  - 4. AWWA C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances.
  - 5. AWWA C651 - Disinfecting Water Mains.

##### 1.4 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit procedures, proposed chemicals, and treatment levels for review.
- C. Test Reports: Indicate results comparative to specified requirements.

##### 1.5 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution Requirements: Requirements for submittals.
- B. Disinfection Report:
  - 1. Type and form of disinfectant used.
  - 2. Date and time of disinfectant injection start and time of completion.
  - 3. Test locations.
  - 4. Name of person collecting samples.
  - 5. Initial and 24 hour disinfectant residuals in treated water in ppm for each outlet tested.
  - 6. Date and time of flushing start and completion.

7. Disinfectant residual after flushing in ppm for each outlet tested.
- C. Bacteriological Report:
1. Date issued, project name, and testing laboratory name, address, and telephone number.
  2. Time and date of water sample collection.
  3. Name of person collecting samples.
  4. Test locations.
  5. Initial and 24 hour disinfectant residuals in ppm for each outlet tested.
  6. Coliform bacteria test results for each outlet tested.
  7. Certify water conforms, or fails to conform, to bacterial standards of the State of Wisconsin.

#### 1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with AWWA C651.

#### 1.7 QUALIFICATIONS

- A. Testing Firm: Company specializing in testing and examining potable water systems, certified by the State of Wisconsin.
- B. Submit bacteriologist's signature and authority associated with testing.

### PART 2 PRODUCTS

- 2.1 All Products to be domestically made, manufactured, produced, and assembled in the United States of America.

#### 2.2 DISINFECTION CHEMICALS

- A. Chemicals: AWWA B300, Hypochlorite.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify piping system has been cleaned, inspected, and pressure tested.
- C. Perform scheduling and disinfecting activity with start-up, water pressure testing, adjusting and balancing, demonstration procedures, including coordination with related systems.

#### 3.2 INSTALLATION

- A. Provide and attach required equipment to perform the Work of this section.

- B. Perform disinfection of water distribution system and installation of system and pressure testing. Refer to Section 02513.
- C. Inject treatment disinfectant into piping system.
- D. Maintain disinfectant in system for 24 hours.
- E. Flush, circulate, and clean until required cleanliness is achieved; use municipal domestic water.
- F. Replace permanent system devices removed for disinfection.

### 3.3 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements and 01700 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Disinfection, Flushing, and Sampling:
  - 1. Disinfect pipeline installation in accordance with AWWA C651. Use of liquid chlorine is not permitted
  - 2. Upon completion of retention period required for disinfection, flush pipeline until chlorine concentration in water leaving pipeline is no higher than that generally prevailing in existing system or is acceptable for domestic use.
  - 3. Legally dispose of chlorinated water. When chlorinated discharge may cause damage to environment, apply neutralizing chemical to chlorinated water to neutralize chlorine residual remaining in water.
  - 4. After final flushing and before pipeline is connected to existing system, or placed in service, employ an approved independent testing laboratory to sample, test and certify water quality suitable for human consumption and bacteriologically safe.
    - a. Testing shall be performed as follows:
      - 1) New or reconstructed well: a minimum of two (2) bacteriological safe samples, taken at least eight (8) hours apart during the test pumping period, or on two (2) separate days.
      - 2) Water storage facilities: two (2) or more successive safe samples, taken at 24-hour intervals, shall be obtained which indicate bacteriologically safe water or one (1) safe water sample shall be obtained only if a free chlorine residual of at least 0.1 mg/l is remaining when the results of the safe sample are reported.
      - 3) Distribution water mains: one (1) bacteriologically safe sample shall be obtained per street. When new distribution systems or extension on a number of streets are installed, bacteriological samples shall be taken at representative locations (typically on each street) to establish that all of the improvement are free of contamination.

END OF SECTION

## SECTION 02539

### PUBLIC SANITARY SEWER SYSTEMS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Sanitary Sewer pipe and fittings.
  - 2. Connection to existing manholes.
  - 3. Connection to existing sanitary sewer.
  - 4. Manholes.
  - 5. Wye branches and tees.
  - 6. Sanitary Sewer Laterals.
  
- B. Related Sections:
  - 1. Section 02082 – Public Manholes and Structures.
  - 2. Section 02281 - Manhole Grade Adjustment.
  - 3. Section 02315 - Excavation and Fill.
  - 4. Section 02320 - Backfill.
  - 5. Section 02324 - Trenching.
  - 6. Section 02952 - Sewer and Manhole Testing.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Pipe and Fittings:
  - 1. Basis of Measurement: By the linear foot, measured from center to center of proposed or existing manholes or to end of pipe not terminating in a manhole.
  - 2. Basis of Payment: Includes excavation, bedding, pipe and fittings (includes wyes for laterals and tees for risers), maintaining sanitary sewer service, backfilling of trench, compacting, and all materials, equipment, machinery, tools, labor, and construction means and methods necessary for the Sanitary Sewer Pipe installation.
  
- B. Connections to Existing Sanitary Sewer:
  - 1. Basis of Measurement: By each connection to the existing sanitary sewer or sanitary sewer force main system.
  - 2. Basis of Payment: Includes the actual connection of new sanitary sewer to existing sanitary sewer structures and sanitary sewers, locating the existing pipe, maintaining sanitary sewer service, any pipe and fittings, pipe couplings, excavation, bedding, backfilling, compacting, sealing, grout, and all materials, equipment, machinery, tools, labor, and construction means and methods required for Connection to the Existing Sanitary Sewer.
  
- C. Replace/Reconnect/New Lateral:
  - 1. Basis of Measurement: By each Lateral Replacement, Reconnection, or New Lateral.
  - 2. Basis of Payment: Includes locating and verifying activity of the existing lateral, connecting to the existing lateral, connecting to existing sanitary sewer main, maintaining sanitary sewer service, all pipe and fittings, couplings, tracer wire



and tracer wire access box for **all** laterals, marker post, marking curb with grinder for location, excavation, bedding, backfilling, compacting, and all materials, equipment, machinery, tools, labor, and construction means and methods necessary for the Sanitary Sewer Lateral installation.

- D. Abandonment of Existing Sanitary Sewer as Specified on Plans:
  - 1. Basis of Measurement: Incidental to Sanitary Sewer Pipe.
  - 2. Basis of Payment: Includes the removal of the existing sanitary sewer manholes, the capping and abandoning of the sanitary sewer main, and abandoning existing inactive sewer laterals; excavation, bedding, backfilling, sealing, grout, compacting, and all equipment, tools, machinery, materials, labor, and construction means and methods required for the proper Abandonment of the Existing Sanitary Sewer.

- E. Manholes:
  - 1. As per Section 02082.

### 1.3 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit catalog cuts and other pertinent data indicating proposed materials, accessories, details, and construction information.
- C. Submit reports indicating field tests made and results obtained.
- D. Manufacturer's Installation Instructions:
  - 1. Indicate special procedures required to install Products specified.

### 1.4 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution Requirements: Requirements for submittals.
- B. Project Record Documents:
  - 1. Record location of pipe runs, connections, manholes, cleanouts, and invert elevations.
  - 2. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.
  - 3. Provide the Post-Installation Televised Sewer Report and Video.

### 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three (3) years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum one (1) year of documented experience.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.

- B. Block individual and stockpiled pipe lengths to prevent moving.
- C. Do not place pipe or pipe materials on private property or in areas obstructing pedestrian or vehicle traffic.
- D. Do not place pipe flat on ground. Cradle to prevent point stress.
- E. Store UV sensitive materials out of direct sunlight.

#### 1.7 FIELD MEASUREMENTS

- A. Verify that field measurements and elevations are as indicated on the drawings.

#### 1.8 COORDINATION

- A. Section 01300 - Administrative Requirements: Requirements for coordination.
- B. Coordinate the Work with the Municipality's Department of Public Works.
- C. Notify Digger's Hotline a minimum of three (3) days prior to starting construction. Phone number is 1-800-242-8511.
- D. Coordinate unrecorded or variations in site conditions, and corresponding adjustments to construction requirements.

### PART 2 PRODUCTS

- 2.1 All Products to be domestically made, manufactured, produced, and assembled in the United States of America.

#### 2.2 SANITARY SEWER PIPE AND FITTINGS

- A. Mainline and Lateral Pipe:
  - 1. Plastic Pipe: ASTM D3034, Type PSM, SDR 35 PolyVinyl Chloride (PVC) material; inside nominal diameter as per drawings, bell and spigot style rubber ring sealed gasket joint.
    - a. Fittings: PVC.
    - b. Joints: ASTM F477, elastomeric gaskets.
    - c. Markings: Each pipe shall be stamped or marked with it type and class and the manufacturer's name or mark.
  - 2. Polyvinyl Chloride (PVC): AWWA C900, Class 150, DR 18, Ductile iron outside diameter.
    - a. Fittings: PVC
    - b. Joints: ASTM D3139 PVC flexible elastomeric seals. Solvent-cement couplings are not permitted.
    - c. Markings: Each pipe shall be stamped or marked with it type and class and the manufacturer's name or mark

- B. Laterals:
  - 1. Plastic Pipe: ASTM D1785, Schedule 40, PolyVinyl Chloride (PVC) material; inside nominal diameter of four (4) inches, unless noted otherwise on drawings, bell and spigot style solvent sealed joint ends.
    - a. Fittings: ASTM D2466, PVC.
    - b. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.
    - c. Markings: Each pipe shall be stamped or marked with its type and class and the manufacturer's name or mark.

### 2.3 FLEXIBLE COUPLINGS

- A. Flexible Coupling: Conform to ASTM C1173. Resilient chemical-resistant elastomeric polyvinyl chloride (PVC) coupling, two stainless steel clamps and stainless steel screws and housings. Couplings shall be sized to match outside diameter of pipes to be joined.

### 2.4 FLEXIBLE PIPE BOOT FOR MANHOLE PIPE ENTRANCES

- A. Flexible Pipe Boot: Conform to ASTM C923. Provide flexible, watertight, gasketed seals for pipe entrance holes. Boots are to have stainless steel clamp and stainless steel hardware. Pipe seal to be Press-Seal PSX or pre-approved equal.

### 2.5 MANHOLES

- A. Manholes: As specified in Section 02082; precast concrete, 48-inch diameter, eccentric conical top, and water tight cast iron frames and covers.

### 2.6 BEDDING AND BACKFILL MATERIALS

- A. Bedding: As specified in Section 02320.
- B. Backfill: As specified in Section 02320.

### 2.7 UNDERGROUND PIPE MARKERS

- A. Tracer Wire: Magnetic detectable conductor, 12 GA, and brightly colored plastic covering. For all PVC sanitary sewer lateral installations (if required per plans).

### 2.8 ACCESSORIES

- A. Polystyrene Insulation Board (If Applicable): Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230, except as hereinafter revised. Delete flammability requirement. Furnish and place polystyrene insulation board as shown on the plans.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.

- B. Verify that excavation base is ready to receive work and that excavations, dimensions, and elevations are as indicated on drawings. Notify Engineer of any discrepancies.

### 3.2 PREPARATION

- A. Owner will provide line and grade at a convenient offset. Contractor shall be responsible for preservation of line and grade markings if disturbed, shall pay actual cost of replacement. Give three working days prior notice of need for line and grade.
- B. Contractor shall transfer line and grade from offset to sewer by means of laser beam equipment or other approved methods. Inform Engineer of proposed methods and equipment prior to construction. Discontinue methods that do not produce accurate control for setting line and grade.
- C. Correct over excavation with fine aggregate or washed stone in wet conditions.
- D. Remove large stones or other hard matter capable of damaging pipe or impeding consistent backfilling or compaction.
- E. Protect and support existing sewer lines, utilities and appurtenances.
- F. Maintain profiles of utilities. Coordinate with other utilities to eliminate interference. Notify Engineer where crossing conflicts occur.

### 3.3 EXCAVATION AND BEDDING

- A. Excavate pipe trench in accordance with Section 02324.
- B. Excavate to lines and grades shown on Drawings or as per line and grade furnished by Owner.
- C. Dewater excavations to maintain dry conditions and preserve final grades at bottom of excavation.
- D. Provide sheeting and shoring in accordance with Section 02324.
- E. Place bedding material as per Section 02320.
- F. Pipe shall be laid immediately following the preparation of the bedding material.

### 3.4 INSTALLATION - PIPE

- A. Install pipe, fittings, and accessories in accordance with ASTM D2321 and in accordance with manufacturer's directions. Seal joints watertight.
- B. Lay pipe to slope gradients noted on drawings as per line and grade furnished by Owner. Begin at downstream end and progress upstream.
- C. Lay bell and spigot pipe with bells upstream.
- D. Assemble and handle pipe in accordance with manufacturer's instructions except as modified on the Drawings or by Engineer.

- E. Keep pipe and fittings clean until work is completed and accepted by Engineer. Cap open ends during periods of work stoppage.
- F. When work is not in progress, securely close ends of pipe so that no trench water or debris will enter pipe.
- G. Joint materials and methods shall conform to manufacturer's directions. Particular note shall be made to the proper lubrication of the joints and gaskets with an approved vegetable-based lubricant.
- H. When replacing existing sanitary sewer, the contractor is to ensure proper flow of the existing raw sewerage by a means approved of by the Engineer. The contractor is not allowed to discharge the raw sewerage onto the ground, into a storm sewer, into a stream, etc. at any time during the construction.

### 3.5 INSTALLATION – CONNECTION TO EXISTING SANITARY SEWER

- A. Install flexible coupling as per manufacturer's directions. Couplings used shall be sized to match the outside diameter of pipes to be joined.
- B. Existing pipe shall be cut "square" and cleaned before installing coupling.
- C. Prevent construction debris from entering existing sewer line when making connection

### 3.6 INSTALLATION - CONNECTION TO EXISTING MANHOLE

- A. Core drill existing manhole to clean opening. The use of concrete saws, pneumatic hammers, chipping guns, and sledge hammers will only be permitted with the permission of the Engineer.
- B. Install watertight neoprene gasket and seal with an approved non-shrink concrete grout.
- C. Prevent construction debris from entering existing sewer line when making connection

### 3.7 INSTALLATION - MANHOLES

- A. Install manholes in accordance with Section 02082.

### 3.8 INSTALLATION - WYE BRANCHES AND TEES

- A. Install wye branches or pipe tees at locations indicated on Drawings, or when re-connecting existing laterals, do so at the exact location of the existing lateral. They shall be laid concurrently with pipe laying operations. Use standard fittings of same material and joint type as sewer main.
- B. When feasible, maintain minimum five (5) feet separation distance between wye connection and manhole.

### 3.9 INSTALLATION - SANITARY SEWER LATERALS

- A. Laterals shall be laid according to the local plumbing code and Wisconsin Administrative Code Section Comm 82.30.

- B. Construct laterals from wye to terminal point at right-of-way or as indicated on plans.
- C. Where depth of main pipeline warrants, construct riser type laterals from wye branch.
- D. When feasible, maintain minimum five (5) feet separation distance between laterals.
- E. Laterals shall be laid as nearly as possible perpendicular to main line sewer. Contractor to keep an accurate record of the lengths and locations of laterals.
- F. Minimum grade of lateral piping shall be one-quarter (1/4) inch per foot. A grade of one-eighth (1/8) inch per foot may be used in situations where cover is a concern or where basement drainage is a concern.
- G. For newly installed laterals, install watertight plug, braced to withstand pipeline test pressure thrust, at termination of lateral, which, unless noted on drawings, shall be the right-of-way. Install temporary marker stake (4"x4") extending from end of lateral to 48 inches above finished grade. Paint top six inches of stake with fluorescent green paint.
- H. When reconnecting to an existing lateral, install an appropriate flexible pipe coupling according to the manufacturer's directions to ensure a water tight joint.
- I. If required, install tracer wire continuous over top of pipe (PVC installations).

### 3.10 BACKFILLING

- A. Backfill around sides and to top of pipe in accordance with Section 02320.

### 3.11 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements, 01700 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Pressure Test: Test in accordance with Section 02952.
- C. Infiltration Test: Test in accordance with Section 02952.
- D. Deflection Test: Test in accordance with Section 02952. After installation, the contractor shall have the sanitary sewer main televised by a company qualified to televise sanitary sewer mains and approved by the Owner.
- E. When tests indicate work does not meet specified requirements, remove work, replace, and retest.
- F. Request inspection prior to and immediately after placing bedding.

### 3.12 PROTECTION OF FINISHED WORK

- A. Section 01700 - Execution Requirements: Requirements for protecting finished Work.
- B. Protect pipe and aggregate cover from damage or displacement until backfilling operation is complete.

1. Take care not to damage or displace installed pipe and joints during construction of pipe supports, backfilling, testing, and other operations.
2. Repair or replace pipe that is damaged or displaced from construction operations.

END OF SECTION

## SECTION 02631

### PUBLIC STORM DRAINAGE

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Storm drainage piping.
  - 2. Accessories.
  - 3. Underground pipe markers.
  - 4. Drainage structures.
  - 5. Apron End Walls.
  - 6. Abandonment of Existing Storm Sewer.
  - 7. Grading to achieve positive storm water drainage.
  
- B. Related Sections:
  - 1. Section 02084 - Precast Storm Sewer Structures.
  - 2. Section 02315 - Excavation and Fill.
  - 3. Section 02320 - Backfill.
  - 4. Section 02324 - Trenching.
  - 5. Section 02924 – Landscaping.
  - 6. Section 03300 - Cast-in-Place Concrete.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Pipe and Fittings:
  - 1. Basis of Measurement: By the linear foot, measured from center of storm sewer structure to center of storm sewer structure or to end of pipe not terminating in a structure.
  - 2. Basis of Payment: Includes excavation, bedding, pipe and fittings, apron end wall and fittings (if applicable), tie-rods (if applicable), painted steel trash guard (if applicable), bends, geotextile fabric, forming and sealing of pipe connections, backfilling of trench, compacting, and all equipment, tools, machinery, materials, labor, and construction means and methods to properly install Storm Sewer Pipe and Fittings.
  - 3. Contractor shall relay adjacent existing storm sewer if detailed on the construction plans or as necessary to install Apron Endwall.
  
- B. Rigid Polystyrene Insulation: (If Applicable)
  - 1. Basis of Measurement: Incidental to Storm Sewer.
  - 2. Basis of Payment: Includes installation of polystyrene installation for frost protection and all equipment, tools, machinery, materials, labor, and construction means and methods to properly install Rigid Polystyrene Insulation.
  
- C. Remove Existing Storm Sewer and Structures:
  - 1. Basis of Measurement: Incidental to Storm Sewer.
  - 2. Basis of Payment: Includes excavation, removal and proper disposal of existing storm sewer and structures, concrete for capping, abandonment and capping of storm sewer to be abandoned, backfill, compacting, and all equipment, tools,



machinery, materials, labor, and construction means and methods to properly  
Remove Existing Storm Sewer and Structures.

- D. Storm Sewer Structures:
  - 1. As per Section 02084.
- E. Connections to Existing Storm Sewer:
  - 1. As per Section 02084.

### 1.3 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data indicating pipe and pipe accessories.
- C. Manufacturer's Installation Instructions: Submit special procedures required to install Products specified.

### 1.4 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution Requirements: Requirements for submittals.
- B. Project Record Documents:
  - 1. Accurately record actual locations of pipe runs, connections, manholes, inlets, catch basins, and invert elevations.
  - 2. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

### 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three (3) years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum one (1) year of documented experience.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Block individual and stockpiled pipe lengths to prevent moving.
- C. Do not place pipe or pipe materials on private property or in areas obstructing pedestrian or vehicle traffic.
- D. Do not place pipe flat on ground. Cradle to prevent point stress.
- E. Store UV sensitive materials out of direct sunlight.

### 1.7 FIELD MEASUREMENTS

- A. Verify that field measurements and elevations are as indicated on the drawings.

## 1.8 COORDINATION

- A. Section 01300 - Administrative Requirements: Requirements for coordination.
- B. Coordinate the Work with the Municipality's Department of Public Works.
- C. Notify Digger's Hotline a minimum of three (3) days prior to starting construction. Phone number is 1-800-242-8511.
- D. Coordinate unrecorded or variations in site conditions, and corresponding adjustments to construction requirements.

## PART 2 PRODUCTS

2.1 All Products to be domestically made, manufactured, produced, and assembled in the United States of America.

### 2.2 STORM DRAINAGE PIPING

- A. Circular Reinforced Concrete Pipe: ASTM C-76 Class III mesh reinforcement; inside nominal diameter as per drawings, bell and spigot ends.
  - 1. Fittings: Reinforced concrete.
  - 2. Joints: ASTM C-443 rubber compression gasket.
  - 3. Markings: Each pipe shall be stamped or marked with its type and class and the manufacturer's name or mark.
  - 4. Joint Ties: Provide joint ties for the last three sections of pipe in addition to the endwall section at all discharge or intake areas.
- B. Elliptical Reinforced Concrete Pipe: ASTM C-507 Class III mesh reinforcement; inside nominal diameter as per drawings, bell and spigot ends.
  - 1. Fittings: Reinforced concrete.
  - 2. Joints: ASTM C-443 rubber compression gasket.
  - 3. Markings: Each pipe shall be stamped or marked with its type and class and the manufacturer's name or mark.
  - 4. Joint Ties: Provide joint ties for the last three sections of pipe in addition to the endwall section at all discharge or intake areas.
- C. Reinforced Concrete Box Culvert: ASTM C-850 Class III mesh reinforcement; inside nominal diameter as per drawings, bell and spigot ends.
  - 1. Fittings: Reinforced concrete.
  - 2. Joints: Sealed with mastic in accordance with article 718.11 of the standard specifications for road and bridge construction.
  - 3. Markings: Each pipe shall be stamped or marked with its type and class and the manufacturer's name or mark.
  - 4. Joint Ties: Provide joint ties for the last three sections of pipe in addition to the endwall section at all discharge or intake areas.
- D. Plastic Pipe: AASHTO M-294, Corrugated High-Density Polyethylene (HDPE) Drainage Pipe, smooth interior, inside nominal diameter as per drawings.
  - 1. Fittings: Polyethylene.
  - 2. Joints: AASHTO M-294.

3. Markings: Each pipe shall be stamped or marked with its type and class and the manufacturer's name or mark.
- E. Perforated Plastic Pipe: AASHTO M-294, Corrugated High-Density Polyethylene (HDPE) Drainage Pipe, smooth interior, inside nominal diameter as per drawings.
1. Fittings: Polyethylene.
  2. Joints: AASHTO M-294.
  3. Perforations in pipe shall be circular 10 millimeter in diameter with a Type E configuration. (6 perforations at 60° spacing)
  4. Exterior Pipe Sock: ADS Sock or approved equal.
  5. Markings: Each pipe shall be stamped or marked with its type and class and the manufacturer's name or mark.
- F. Plastic Pipe: ASTM D3034, Type PSM, Poly Vinyl Chloride (PVC) material; inside nominal diameter as per drawings, bell and spigot style rubber ring sealed gasket joint.
1. Fittings: PVC.
  2. Joints: ASTM F477, elastomeric gaskets.
  3. Markings: Each pipe shall be stamped or marked with it type and class and the manufacturer's name or mark.
- G. Corrugated Steel Pipe: AASHTO M-36 or ASTM A-760, galvanized, inside nominal diameter as per drawings.
1. Furnish materials in accordance with the State of Wisconsin DOT Standard Specifications for Highway and Structure Construction.
- H. Plastic Pipe: ASTM D1785, Schedule 40, PolyVinyl Chloride (PVC) material; inside nominal diameter of four (4) inches, unless noted otherwise on drawings, bell and spigot style solvent sealed joint ends.
1. Fittings: ASTM D2466, PVC.
  2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.
  3. Markings: Each pipe shall be stamped or marked with it type and class and the manufacturer's name or mark.

### 2.3 ROUND APRON ENDWALL

- A. Where indicated on the drawings, provide a round precast concrete apron endwall conforming to ASTM C-76, ASTM C-507, ASTM C-443, and AASHTO M-170 or a round high density polyethylene apron endwall conforming to AASHTO M-294. Provide joint ties for the endwall as per manufacturer's requirements. Provide painted steel trash guard on all endwalls.

### 2.4 RECTANGULAR APRON ENDWALL

- A. Where indicated on the drawings, provide a round precast concrete apron endwall conforming to ASTM C-850. Provide joint ties for the endwall as per manufacturer's requirements. Provide painted steel trash guard on all endwalls.

### 2.5 DRAINAGE STRUCTURES

- A. Drainage Structures: Precast concrete or Cast-In-Place concrete as specified in Section 02084.

## 2.6 BEDDING AND COVER MATERIALS

- A. Bedding: As specified in Section 02320.
- B. Backfill: As specified in Section 02320.

## 2.7 PIPE SUPPORTS AND ANCHORING

- A. Metal for pipe support brackets: ASTM A-123/A-123M, galvanized structural steel thoroughly coated with bituminous paint.
- B. Metal tie rods and clamps or lugs: Galvanized steel sized in accordance with NFPA 24, thoroughly coated with bituminous paint.
- C. Concrete Reinforcement: Conform to Sections 03200 and/or 03300.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify that excavation base is ready to receive work and excavations, dimensions, and elevations are as indicated on drawings. Notify Engineer of discrepancies.

### 3.2 PREPARATION

- A. Owner will provide line and grade at a convenient offset. Contractor shall be responsible for preservation of line and grade markings if disturbed, shall pay actual cost of replacement. Give three working days prior notice of need for line and grade.
- B. Contractor shall transfer line and grade from offset to sewer by means of laser beam equipment or other approved methods. Inform Engineer of proposed methods and equipment prior to construction. Discontinue methods that do not produce accurate control for setting line and grade.
- C. Correct over excavation with fine aggregate or washed stone in wet conditions.
- D. Remove large stones or other hard matter capable of damaging pipe or impeding consistent backfilling or compaction.
- E. Protect and support existing sewer lines, utilities and appurtenances.
- F. Maintain profiles of utilities. Coordinate with other utilities to eliminate interference. Notify Engineer where crossing conflicts occur.

### 3.3 EXCAVATION AND BEDDING

- A. Excavate pipe trench in accordance with Section 02324.

- B. Excavate to lines and grades shown on Drawings or as per line and grade furnished by Owner.
- C. Dewater excavations to maintain dry conditions and preserve final grades at bottom of excavation.
- D. Provide sheeting and shoring in accordance with Section 02324.
- E. Place bedding material as per Section 02320. Bed pipe as per manufacturer's directions.
- F. Pipe shall be laid immediately following the preparation of the bedding material.

#### 3.4 INSTALLATION – PIPE AND ENDWALL

- A. Install pipe, fittings, and accessories in accordance with ASTM D2321 and **in accordance with the manufacturer's directions**. Seal joints watertight.
- B. Lay pipe to slope gradients noted on drawings as per line and grade furnished by Owner. Begin at downstream end and progress upstream.
- C. Lay bell and spigot pipe with bells upstream.
- D. Assemble and handle pipe in accordance with manufacturer's instructions except as modified on the Drawings or by Engineer.
- E. Keep pipe and fittings clean until work is completed and accepted by Engineer. Cap open ends during periods of work stoppage.
- F. When work is not in progress, securely close ends of pipe so that no trench water or debris will enter pipe.
- G. Install joint ties as per manufacturer's directions. Joint ties to be placed on the last three (3) sections of pipe in addition to the endwall section.
- H. Joint materials and methods shall conform to manufacturer's directions. Particular note shall be made to the proper lubrication of the joints and gaskets with an approved vegetable-based lubricant.
- I. Refer to Section 02320 **and manufacturer's directions** for backfilling and compacting requirements. Do not displace or damage pipe when compacting.

#### 3.5 INSTALLATION - DRAINAGE STRUCTURES

- A. Install catch basins, storm manholes, and inlets in accordance with Section 02084.

#### 3.6 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements 01700 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Request inspection prior placing aggregate cover over pipe.
- C. Infiltration Test: Test in accordance with ASTM 969.

- D. Deflection Test: Test in accordance with Section 02952.
- E. Pressure Test: Test in accordance with ASTM C-924 and ASTM 1103, depending on size of pipe.
- F. When tests indicate work does not meet specified requirements, remove work, replace and retest.

### 3.7 PROTECTION OF FINISHED WORK

- A. Section 01700 - Execution Requirements: Requirements for protecting finished Work.
- B. Protect pipe and aggregate cover from damage or displacement until backfilling operation is complete.
  - 1. Take care not to damage or displace installed pipe and joints during construction of pipe supports, backfilling, testing, and other operations.
  - 2. Repair or replace pipe that is damaged or displaced from construction operations.

END OF SECTION

## SECTION 02721

### AGGREGATE BASE COURSE

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Crushed Aggregate Base Course.
  - 2. Breaker Run.
- B. Related Sections:
  - 1. Section 02320 - Backfill.
  - 2. Section 02324 - Trenching.
  - 3. Section 02315 - Excavation and Fill.
  - 4. Section 02740 - Hot Mix Asphalt Pavement.
  - 5. Section 02750 - Concrete Sidewalks, Driveways, and Curb & Gutter.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Crushed Aggregate Base Course:
  - 1. Basis of Measurement: By ton as determined by submitted weight tickets. Contractor will only be paid for material as evidenced by the actual weight tickets.
  - 2. Basis of Payment: Includes supply, stockpiling, placing where required, compacting, and all equipment, tools, machinery, materials, labor, and construction means and methods to properly install Crushed Aggregate Base Course.
- B. Breaker Run:
  - 1. Basis of Measurement: By ton as determined by submitted weight tickets. Contractor will only be paid for material as evidenced by the actual weight tickets.
  - 2. Basis of Payment: Includes supply, stockpiling, placing where required, compacting, and all equipment, tools, machinery, materials, labor, and construction means and methods to properly install Breaker Run.

##### 1.3 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Materials Source: Submit name of imported materials suppliers.

##### 1.4 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform all work to the specifications herein. If an item is not clearly specified refer to the following sections in the Standard Specifications by the Wisconsin Department of Transportation:

1. Section 301: General Requirements for Base Aggregates
2. Section 305: Dense Graded Base
3. Section 311: Breaker Run

## PART 2 PRODUCTS

2.1 All Products to be domestically made, manufactured, produced, and assembled in the United States of America.

### 2.2 MATERIALS

- A. Crushed Aggregate Base Course: one and one-quarter (1-1/4) inch dense graded base as per Section 305.2.2 of the Standard Specifications by the Wisconsin Department of Transportation.
- B. Breaker Run: As per Section 311.2 of the Standard Specifications by the Wisconsin Department of Transportation.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify substrate has been inspected, gradients and elevations are correct, and is dry.

### 3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place fill on soft, muddy, or frozen surfaces.

### 3.3 AGGREGATE PLACEMENT

- A. Place base course(s) as per Sections 305 and 311 of the Standard Specifications by the Wisconsin Department of Transportation.
- B. Spread aggregate over prepared substrate to total compacted thicknesses as indicated on drawings.
- C. Place aggregate in maximum three (3) inch layers and compact to specified density.
- D. Level and contour surfaces to elevations and gradients indicated.
- E. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.



- F. Maintain optimum moisture content of fill materials to attain required compaction density.
- G. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

### 3.4 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements: Testing and inspection services.
- B. Procedure for checking compaction of fill:
  - 1. Perform laboratory material tests in accordance with ASTM D-1557.
  - 2. Perform in place compaction tests in accordance with the following:
    - a. Density Tests: ASTM D-1556, sand cone method. Other methods may be approved of by the Engineer.
    - b. Moisture Tests: ASTM D-3017.
    - c. A minimum of three tests will be performed.
  - 3. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
  - 4. Testing will only be required when the compaction is in question. If the Engineer requires the contractor to verify the compaction of the fill and the testing shows substandard compaction, the contractor will be required to pay for the testing. If the testing shows adequate compaction, the Owner will pay for the testing.
- C. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

### 3.5 SCHEDULES

- A. Under Asphalt Pavement:
  - 1. Compact placed aggregate materials uniformly to achieve 95 percent of maximum density.
- B. Under Concrete Pavement:
  - 1. Compact placed aggregate materials uniformly to achieve 95 percent of maximum density.

END OF SECTION

## SECTION 02740

### HOT MIX ASPHALT PAVEMENT

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Asphaltic concrete paving.
- B. Related Sections:
  - 1. Section 02721 - Aggregate Base Course.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Hot Mix Asphalt Pavement:
  - 1. Basis of Measurement: By ton, as per weight tickets submitted to Engineer.
  - 2. Basis of Payment: Includes prepping of surface, final adjustment of manholes and valves, full-depth saw cuts, butt joints at connections to existing pavement, primer (if necessary), tack coating surfaces (if necessary), wedge curbs (if applicable), placing, compacting and rolling, and testing. Includes mix design, supplying to site, testing, and all equipment, tools, machinery, materials, labor, and construction means and methods to properly install Hot Mix Asphalt Pavement.

##### 1.3 REFERENCES

- A. Asphalt Institute:
  - 1. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types.
  - 2. AI MS-19 - Basic Asphalt Emulsion Manual.

##### 1.4 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit product information and mix design.

##### 1.5 QUALITY ASSURANCE

- A. Perform all work to the specifications herein. If an item is not clearly specified refer to the following sections in the Standard Specifications by the Wisconsin Department of Transportation:
  - 1. Section 450: Asphaltic Materials
  - 2. Section 460: Hot Mix Asphalt Pavement
- B. Obtain materials from same source throughout.

1.6 QUALIFICATIONS

- A. Installer: Company specializing in performing work of this section with minimum five (5) years documented experience.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Section 01600 - Product Requirements: Environmental conditions affecting products on site.
- B. Hot mix asphalt shall not be placed between October 15 and the following May 1, except with specific written approval. **After October 15, warm mix asphalt shall be placed in lieu of hot mix asphalt.**
- C. Do not place asphalt when ambient air or base surface temperature is less than 40 degrees F, or surface is wet or frozen.

PART 2 PRODUCTS

- 2.1 All Products to be domestically made, manufactured, produced, and assembled in the United States of America.

2.2 MATERIALS

- A. Binder and Surface Course:
  - 1. 4 LT 58-28 S
- B. Utilize the same material type throughout the paving operation as available locally, unless designated otherwise. Conform all materials provided under this section to the requirements of Section 460 of the Standard Specifications by the Wisconsin Department of Transportation.
- C. Warm Mix Asphalt Pavement
  - 1. Conform all materials provided under the section to the requirements of Section 460 of Standard Specifications by the Wisconsin Department of Transportation and ASP 6.

2.3 SOURCE QUALITY CONTROL AND TESTS

- A. Submit proposed mix design for review prior to beginning of Work.
- B. Test each design mixture in accordance with the requirements of Section 460.2.8.2.1.3.2 of the Standard Specifications by the Wisconsin Department of Transportation.
- C. Test each design mixture at a frequency at or above the following:

<b>Total Daily Plant Production</b>	<b>Samples Per Day</b>
---	------------------------

50 – 600 tons	1
601 – 1,500 tons	2
1,501 - 2,700 tons	3
2,701 – 4,200 tons	4

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify compacted granular subbase is dry and ready to support paving and imposed loads.
- C. Verify gradients and elevations of base are correct.
- D. Verify gutter drainage grilles and frames, manhole frames, and valve boxes are installed in correct position and elevation.

#### 3.2 PLACING ASPHALT PAVEMENT

- A. Conform all work under this section to Section 460 of the Standard Specifications by the Wisconsin Department of Transportation and ASP 6.
- B. **If placement of asphalt occurs after October 15, warm mix asphalt pavement is to be substituted for hot mix asphalt pavement at no additional charge.**
- C. Place HMA Pavement in the following layers:
  - 1. For pavement four (4) inches in thickness:
    - a. Provide asphaltic concrete binder with minimum thickness of 2-1/4 inches.
    - b. Provide asphaltic concrete surface course with minimum thickness of 1-3/4 inches.
  - 2. For pavement three (3) inches in thickness:
    - a. Provide asphaltic concrete binder with minimum thickness of 1-1/2 inches.
    - b. Provide asphaltic concrete surface course with minimum thickness of 1-1/2 inches.

END OF SECTION

## SECTION 02750

### CONCRETE SIDEWALKS, DRIVEWAYS, AND CURB & GUTTER

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Concrete sidewalks and driveways.
  - 2. Concrete stair steps.
  - 3. Concrete curb and gutter.
  - 4. Curb ramp detectable warning fields.
- B. Related Sections:
  - 1. Section 02320 - Backfill.
  - 2. Section 02721 - Aggregate Base Course.
  - 3. Section 02740 - Hot Mix Asphalt Pavement.
  - 4. Section 03200 - Concrete Reinforcement.
  - 5. Section 03300 - Cast-in-Place Concrete.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Concrete Curb & Gutter:
  - 1. Basis of Measurement: By linear foot, measured along the base of the curb face or along the flow line of the gutter. Measurement shall be continuous along such line extending across driveway and alley entrance returns, storm sewer inlets and manholes, curb transitions, concrete flumes, and gutter sections for sidewalk ramps.
  - 2. Basis of Payment: Includes grading, backfill, forms, concrete materials, reinforcement materials, expansion materials, joint sealant, all other necessary materials, installation of reversed-pitch curb and gutter (if applicable), 30" concrete patching, concrete and all labor associated with the preparation, placement, finishing, testing, and protection of the curb and gutter.
- B. Type 'X' Concrete Curb & Gutter:
  - 1. Basis of Measurement: By linear foot, measured along the flow line of the gutter. Measurement shall be continuous along such line extending across driveway and alley entrance returns, storm sewer inlets and manholes, curb transitions, concrete flumes, and gutter sections for sidewalk ramps.
  - 2. Basis of Payment: Includes grading, backfill, forms, concrete materials, reinforcement materials, expansion materials, joint sealant, all other necessary materials, installation of reversed-pitch curb and gutter (if applicable), and all labor associated with the preparation, placement, finishing, testing, and protection of the Type 'X' Curb and Gutter.
- C. Concrete Sidewalk, Driveways, and Steps:
  - 1. Basis of Measurement: By square foot.
  - 2. Basis of Payment: Includes grading, granular fill, backfill, forms, concrete materials, reinforcement materials, expansion materials, joint sealant, all other necessary materials, integral curb for concrete driveways (if slab replacement

connects to existing integral curb), and all labor associated with the preparation, placement, finishing, testing, and protection of the Concrete.

### 1.3 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data on joint filler, admixtures, curing compounds if used on the project.

### 1.4 QUALITY ASSURANCE

- A. Perform all work to the specifications herein. If an item is not clearly specified refer to the following sections in the Standard Specifications by the Wisconsin Department of Transportation:
  - 1. Section 601: Concrete Curb and Gutter
  - 2. Section 602: Concrete Sidewalks, Loading Zones, Safety Islands, and Steps
- B. Obtain cementitious materials from same source throughout.

### 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum five (5) years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum of three (3) years of documented experience.

### 1.6 ENVIRONMENTAL REQUIREMENTS

- A. Section 01600 - Product Requirements: Environmental conditions affecting products on site.
- B. Comply with cold weather limitations for concrete as specified in Section 03300 or Section 501.3.9 of the Standard Specifications by the Wisconsin Department of Transportation.

## PART 2 PRODUCTS

2.1 All Products to be domestically made, manufactured, produced, and assembled in the United States of America.

### 2.2 FORM MATERIALS

- A. Forms may be either stationary or slip-type forms. If machine pavers and slip forms are used, finish curb and gutter shall be of quality equal to that produced by stationary forms and methods described below.
- B. Steel forms shall be straight and free of defects of size and strength to resist movement during concrete placement, and to retain horizontal and vertical alignment. Defective

form materials are not permitted. Forms shall be full depth of curb and gutter sections. Forms which vary from designated configuration shall be submitted for approval before use.

- C. Use flexible spring steel forms or laminated board to form radius bends as required. Straight form sections to construct horizontal curves of greater than 200 feet may be used with prior approval.
- D. Clean reused forms before each use and coat with a non-staining form agent to insure separation from concrete without damage or discoloration.

### 2.3 REINFORCEMENT

- A. Reinforcing Steel and Wire Fabric: Type specified in Section 03300.

### 2.4 CONCRETE MATERIALS

- A. Concrete Materials: As specified in Section 03300.

### 2.5 ACCESSORIES

- A. Curing Compound: Wax resin, white pigmented ASTM C-309, Type 2.
- B. Expansion Joint Filler: Premolded joint filler, bituminous/fiber type or asphalt-impregnated felt type, ASTM D-994; three-quarter (3/4) inch thick by depth of concrete, unless otherwise shown.

### 2.6 CURB RAMP DETECTABLE WARNING FIELDS

- A. Curb Ramp Detectable Warning Field: Product shall be installed and provided as per Section 705 and Section 406 of the ANSI Accessible and Usable Buildings and Facilities Code.
- B. Color: Federal Yellow.

### 2.7 SOURCE QUALITY CONTROL AND TESTS

- A. Section 01400 - Quality Requirements: Testing and Inspection Services: Provide mix design for concrete.
- B. Submit proposed mix design of each class of concrete to Engineer for review prior to commencement of Work.
- C. Tests on cement, aggregates, and mixes will be performed to ensure conformance with specified requirements.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify compacted base is acceptable and ready to support sidewalk or curb and gutter and imposed loads.
- C. Verify gradients and elevations of base are correct.

### 3.2 SUBBASE

- A. Aggregate Subbase: Install as specified in Section 02721.

### 3.3 PREPARATION

- A. Moisten base to minimize absorption of water from fresh concrete.
- B. Coat surfaces of manhole, catch basin, and inlet frames with oil to prevent bond with concrete.
- C. Notify Engineer minimum 24 hours prior to commencement of concreting operations.

### 3.4 FORMING

- A. Place and secure forms to correct location, dimension, profile, and gradient.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete. Furnish sufficient forms to allow continuous progress of work and permit forms to remain in place at least 24 hours after concrete placement.
- C. Formwork grade and alignment tolerance shall be as follows (slip-form methods shall produce equivalent results):
  - 1. Vertical face: Maximum of one-quarter (1/4) inch in 10 feet.
  - 2. Top of Curb: Maximum of one-eighth (1/8) inch in 10 feet.

### 3.5 ADJUSTING UTILITY APPURTENANCES

- A. Adjust valve boxes and curb stop boxes to finished grade in a manner that new construction will not interfere with proper operations of facility.
- B. Adjust catch basin, inlet, and manhole frames and covers to required elevations by removing or adding concrete adjusting rings or masonry and reinstalling fixtures, supporting them in a collar of concrete masonry constructed to hold them firmly in place.

### 3.6 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301 and Section 03300.



- B. Ensure reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
- C. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

### 3.7 JOINTS

- A. Construct expansion, contraction, and construction joints with face perpendicular to surface, unless otherwise shown on drawings. Construct transverse joints at right angles to curb, unless otherwise shown on drawings.
- B. Provide expansion joints at radius points, on each side of driveway aprons, at abutting catch basins, inlets, walks, aprons, structures, existing curbs and other fixed objects, and at 200-foot centers, unless otherwise shown. Where practical, place expansion joints at location of joints in adjacent pavements.
- C. Place contraction joints around street light bases that are to be located in the proposed sidewalk. Street light bases shall be installed by others.
- D. Extend joint fillers full width and depth of joint, and not less than one-half (1/2) inch or more than one (1) inch below the finished surface. Furnish joint fillers in one piece, wherever possible. Where more than one piece is required, lace or clip joint filler sections together. Trim top edge of filler to conform to profile of concrete.
- E. Place contraction joints at 20-foot intervals for curb and gutter. For sidewalks, place contraction joints at intervals equivalent to the width of the concrete sidewalk. Align curb, gutter, and sidewalk joints.
- F. When machine methods are used for forming and finishing, saw contraction joints or create planes of weakness by insertion of partial separator plates having a minimum depth of one (1) inch. Depth of cut and equipment used in sawing shall be approved. Sawing shall be done as soon as practicable after concrete has set sufficiently to preclude raveling during sawing and before any shrinkage cracking takes place. If sawing method results in random cracking, separator plates will be required.

### 3.8 CURB RAMPS

- A. Provide transitions and gutter sections to accommodate ramps at required locations and as indicated on drawings.
- B. Provisions shall be made for handicap ramps in accordance with applicable laws and regulations and as shown.
- C. Place stamped curb ramp warning patterns as shown and detailed in the plans and as specified in Section 602.3 of the Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction.

### 3.9 FINISHING

- A. Sidewalks and curb and gutter: Light broom.

- B. Work edges of gutter, back edge of curb, sides of sidewalk, and formed joints with one-quarter (1/4) inch radius edging tool. Eliminate tool marks in concrete.
- C. Place curing compound on exposed concrete surfaces immediately after finishing. Cure method shall be either by constant wetting or with white pigmented curing compound. If curing compound is used, apply as per manufacturer's directions.

3.10 FIELD QUALITY CONTROL

- A. As per Section 03300.

3.11 PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessive hot or cold temperatures, and mechanical injury.
- B. Do not permit vehicular traffic over concrete for three (3) days minimum after finishing.
- C. Replace or repair broken or defective curb and gutter, sidewalk, driveways, and steps as directed at no additional cost to Owner.

END OF SECTION

## SECTION 02924

### LANDSCAPING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Preparation of subsoil.
  - 2. Placing topsoil.
  - 3. Seeding.
  - 4. Mulching.
  - 5. Fertilizing
  - 6. Maintenance.
  - 7. Remove and reinstall incidentals.
  - 8. Project sign.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Temporary Seeding:
  - 1. Basis of Measurement: By acre of landscaping completed.
  - 2. Basis of Payment: Includes preparation of subsoil and topsoil, supply and placement of topsoil, fertilizing, seeding, mulching, watering and maintenance, and all equipment, tools, machinery, materials, labor, and construction means and methods to properly install Temporary Seeding.
- B. Landscaping:
  - 1. Basis of Measurement: By square yard of landscaping completed.
  - 2. Basis of Payment: Includes preparation of subsoil and topsoil; supply and placement of topsoil, fertilizer, seeding, mulching, and erosion mat (if utilized); watering; maintenance; removal of erosion matting once grass has established; removing and reinstalling street signs (if disturbed), yard landscaping, brick paver sidewalk, retaining walls, fencing, rock landscaping, yard light, basketball hoop, and decorative landscaping; removal, temporary relocating, and reinstallation or replacement of mailboxes (if disturbed); reprofiling existing ditch to achieve positive storm drainage; and all equipment, tools, machinery, materials, labor, and construction means and methods to properly install Landscaping.
- C. Project Sign:
  - 1. Basis of Measurement: Incidental to the Project.
  - 2. Basis of Payment: Includes supply and installation of the posts, sign connectors, Project sign; obtaining the Owner's proper Project information for the Project sign; and all equipment, tools, machinery, materials, labor, and construction means and methods to properly install the Project Sign.

1.3 DEFINITIONS

- A. Weeds: Vegetative species other than specified species to be established in given area.

1.4 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data for seed mix, fertilizer, and mulch.

1.5 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.
- B. Perform all work to the specifications herein. If an item is not clearly specified refer to the following sections in the Standard Specifications by the Wisconsin Department of Transportation:
  - 1. Section 625: Topsoil and Salvaged Topsoil
  - 2. Section 627: Mulching
  - 3. Section 629: Fertilizer and Agricultural Limestone
  - 4. Section 630: Seeding

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 - Product Requirements: Product storage and handling requirements.
- B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.7 MAINTENANCE SERVICE

- A. Section 01700 - Execution Requirements: Requirements for maintenance service.
- B. Maintain seeded areas immediately after placement until grass is well established and exhibits vigorous growing condition.

PART 2 PRODUCTS

- 2.1 All Products to be domestically made, manufactured, produced, and assembled in the United States of America.

2.2 TEMPORARY SEED MIXTURE

- 1. Use the following temporary seeding rates:

<u>Species</u>	<u>lbs/acre</u>	<u>Percent Purity</u>
Oats	131 <sup>1</sup>	98

Cereal Rye	131 <sup>2</sup>	97
Winter Wheat	131 <sup>2</sup>	95
Annual Ryegrass	80 <sup>2</sup>	98
	<sup>1</sup> Spring and summer seeding	
	<sup>2</sup> Fall Seeding	

### 2.3 PERMANENT SEED MIXTURE

- A. Use seed mixture Number 40 as specified in the Standard Specifications by the Wisconsin Department of Transportation:
- |                                      |             |
|--------------------------------------|-------------|
| 1. Kentucky Bluegrass:               | 35 percent. |
| 2. Red Fescue:                       | 20 percent. |
| 3. Hard Fescue:                      | 20 percent. |
| 4. Improved Fine Perennial Ryegrass: | 25 percent  |

### 2.4 SOIL MATERIALS

- A. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots. Material salvaged from site can be used if approved by the Engineer and Owner.

### 2.5 ACCESSORIES

- A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are acceptable if approved of by Engineer.
- B. Fertilizer: Commercial grade; recommended for grass; of proportion necessary to eliminate deficiencies of topsoil or to the following proportions: Nitrogen 20 percent, phosphoric acid 10 percent, and soluble potash 10 percent.
- C. Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous growth of grass.
- D. Erosion Fabric: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed on two sides in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, six (6) inches long. Provide American Excelsior Curlex II or pre-approved equal.
- E. Stakes: Softwood lumber, chisel pointed.
- F. String: Inorganic fiber.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify prepared soil base is ready to receive the Work of this section.

- C. Conform all work to technical standard 1059, Seeding for Construction Site Erosion Control and with technical standard 1058, Mulching for Construction Sites, as published by the Wisconsin Department of Natural Resources.

### 3.2 PREPARATION OF SUBSOIL

- A. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated sub-soil.
- C. Scarify subsoil to depth of six (6) inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted sub-soil.

### 3.3 PLACING TOPSOIL

- A. Spread topsoil to minimum depth of six (6) inches over area to be seeded, unless otherwise noted on drawings. Rake until smooth.
- B. Place topsoil during dry weather and on dry unfrozen subgrade.
- C. Remove vegetable matter and foreign non-organic material from topsoil while spreading.
- D. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.
- E. Install edging at periphery of seeded areas in straight lines to consistent depth.

### 3.4 FERTILIZING

- A. Apply fertilizer at application rate of 12 pounds per 1,000 square feet.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine used to apply seed.
- D. Mix fertilizer thoroughly into upper two (2) inches of topsoil.
- E. Lightly water soil to aid dissipation of fertilizer. Irrigate top level of soil uniformly.

### 3.5 SEEDING

- A. Apply seed at rate of two (2) lbs per 1000 sq ft evenly in two intersecting directions. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Planting Season: Areas after September 15 which fail to become established in the fall shall be re-seeded, re-fertilized, and re-mulched the following spring by June 1.

- D. Do not sow immediately following rain, when ground is too dry, or when winds are over 12 mph.
- E. Roll seeded area with roller not exceeding 112 lbs/linear foot.
- F. Immediately following seeding and compacting, apply mulch to a loose thickness of one (1) - two (2) inches. Maintain clear of shrubs and trees.
- G. Apply water with fine spray immediately after each area has been mulched. Saturate to four (4) inches of soil.

### 3.6 HYDROSEEDING

- A. At the contractor's option: seed, fertilizer, and mulch may be applied by hydroseed method. Mix components in water using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application. Include nonasphaltic-tackifying agent in mixture.
- B. Apply fertilizer, mulch and seeded slurry with hydraulic seeder at rate required to obtain specified seed sowing rate.

### 3.7 SEED PROTECTION

- A. Cover seeded slopes where grade is four (4) inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- B. Lay fabric smoothly on surface, bury top end of each section in six (6) inch deep excavated topsoil trench. Overlap edges and ends of adjacent rolls minimum 12 inches. Backfill trench and rake smooth, level with adjacent soil.
- C. Secure outside edges and overlaps at 36 inch intervals with stakes.
- D. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- E. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum six (6) inches.

### 3.8 MAINTENANCE

- A. Maintain seeded areas immediately after placement until grass is well established and exhibits vigorous growing condition.
- B. Water to prevent grass and soil from drying out. Minimum three (3) times required if dry conditions exist.
- C. Control growth of weeds. Apply herbicides. Remedy damage resulting from improper use of herbicides.
- D. Immediately reseed areas showing bare spots.
- E. Repair washouts or gullies.

- F. Protect seeded areas with warning signs during maintenance period.

END OF SECTION



## SECTION 02952

### SEWER AND MANHOLE TESTING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Testing Manholes:
    - a. Vacuum Test.
    - b. Exfiltration Test.
  - 2. Testing Gravity Sewer Piping:
    - a. Low-pressure Air Test.
    - b. Infiltration Test.
  - 3. Hydrostatic Testing Pressure Piping.
  - 4. Deflection Testing Plastic Piping.
  - 5. Post-Construction Televising.
- B. Related Sections:
  - 1. Section 02082 - Public Manholes and Structures.
  - 2. Section 02539 - Public Sanitary Sewer Systems.
  - 3. Section 02631 - Public Storm Drainage.

##### 1.2 MEASUREMENT AND PAYMENT

- A. Sewer and Manhole Testing:
  - 1. Incidental to Sanitary Sewer Work.
- B. Post-Construction Televising of Sanitary Sewer:
  - 1. Basis of Measurement: By the linear foot, measured from center to center of proposed or existing manholes or to end of pipe not terminating in a manhole.
  - 2. Basis of Payment: Includes flushing and cleaning of the sanitary sewer prior to televising and all equipment, tools, machinery, materials, labor, and construction means and methods to properly complete the Post-Construction Televising of Sanitary Sewer.

##### 1.3 REFERENCES

- A. ASTM International:
  - 1. ASTM C-1244 - Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test.
  - 2. ASTM D-2122 - Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings.

##### 1.4 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Submit the following prior to start of testing:
  - 1. Testing procedures.

2. List of test equipment.
  3. Testing sequence schedule.
  4. Provisions for disposal of flushing and test water.
  5. Certification of test gauge calibration.
  6. Deflection mandrel drawings and calculations.
- C. Test Reports: Indicate results of manhole and piping tests.
- D. Televising Reports: Provide the Post-Installation Televised Sewer Report and Corresponding Video.

## PART 2 PRODUCTS

### 2.1 VACUUM TESTING EQUIPMENT

- A. Vacuum pump.
- B. Vacuum line.
- C. Vacuum tester base with compression band seal and outlet port.
- D. Shut-off valve.
- E. Stop watch.
- F. Plugs.
- G. Vacuum gauge, calibrated to 0.1 inch Hg

### 2.2 EXFILTRATION TEST EQUIPMENT

- A. Plugs.
- B. Pump.
- C. Measuring device.

### 2.3 AIR TEST EQUIPMENT

- A. Air compressor.
- B. Air supply line.
- C. Shut-off valves.
- D. Pressure regulator.
- E. Pressure relief valve.
- F. Stop watch.

- G. Plugs.
- H. Pressure gauge, calibrated to 0.1 psi.

#### 2.4 INFILTRATION TEST EQUIPMENT

- A. Weirs.

#### 2.5 HYDROSTATIC TEST EQUIPMENT

- A. Hydro pump.
- B. Pressure hose.
- C. Water meter.
- D. Test connections.
- E. Pressure relief valve.
- F. Pressure gauge, calibrated to 0.1 psi.

#### 2.6 DEFLECTION TEST EQUIPMENT

- A. Go, No-Go mandrels.
- B. Pull/retrieval ropes.
- C. Closed-Circuit Televising Equipment and Vehicles to be utilized by qualified personnel.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify manholes and piping are ready for testing.
- C. Verify trenches are backfilled.
- D. Verify pressure piping concrete reaction support blocking or mechanical restraint system is installed.

#### 3.2 PIPING PREPARATION

- A. Lamping:
  - 1. Lamp gravity piping after flushing and cleaning.
  - 2. Perform lamping operation by shining light at one end of each pipe section between manholes; observe light at other end; reject pipe not installed with

uniform line and grade; remove and reinstall rejected pipe sections; re-clean and lamp until pipe section achieves uniform line and grade.

- B. Plug outlets, wye-branches and laterals; brace plugs to resist test pressures.

### 3.3 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements and 01700 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.

- B. Testing Gravity Sewer Piping:

- 1. Low-pressure Air Test:

- a. Test each section of gravity sewer piping between manholes.
- b. Introduce air pressure slowly to approximately four (4) psig.
  - 1) Determine ground water elevation above spring line of pipe for every foot of ground water above spring line of pipe, increase starting air test pressure by 0.43 psig; do not increase pressure above 10 psig.
- c. Allow pressure to stabilize for at least five minutes. Adjust pressure to three and one-half (3.5) psig or increased test pressure as determined above when ground water is present. Start test.
- d. Test:
  - 1) Determine test duration for sewer section with single pipe size from the following table. Do not make allowance for laterals.

#### AIR TEST TABLE

##### Minimum Test Time for Various Pipe Sizes

Nominal Pipe Size, Inches	T (time), min/ 100 feet
3	0.2
4	0.3
6	0.7
8	1.2
10	1.5
12	1.8
15	2.1
18	2.4
21	3.0
24	3.6
27	4.2
30	4.8
33	5.4
36	6.0

- 2) Record drop in pressure during test period; when air pressure has dropped more than one (1.0) psig during test period, piping has

- failed; when one (1.0) psig air pressure drop has not occurred during test period, discontinue test and piping is accepted.
- 3) When piping fails, determine source of air leakage, make corrections and retest; test section in incremental stages until leaks are isolated; after leaks are repaired, retest entire section between manholes.
2. Test pipes larger than 36 inches diameter with exfiltration test not exceeding 100 gallons for each inch of pipe diameter for each mile per day for each section under test. Perform test with minimum positive head of two (2) feet.
  3. Infiltration Test:
    - a. Use only when gravity piping is submerged in ground water minimum of four (4) feet above crown of pipe for entire length being tested.
    - b. Maximum Allowable Infiltration: 100 gallons per inch of pipe diameter for each mile per day for section under test, include allowances for leakage from manholes. Perform test with minimum positive head of two (2) feet.
- C. Testing Pressure Sewer Piping:
1. Hydrostatic Leakage Test:
    - a. Hydrostatically test each portion of pressure piping, including valved section, at one and one-half (1.5) times working pressure of piping based on elevation of lowest point in piping corrected to elevation of test gauge.
    - b. Fill section to be tested with water slowly, expel air from piping at high points. Install corporation cocks at high points. Close air vents and corporation cocks after air is expelled and raise pressure to specified test pressure.
    - c. Observe joints, fittings and valves under test. Remove and renew cracked pipe, joints, fittings, and valves showing visible leakage. Retest.
    - d. Correct visible deficiencies and continue testing at same test pressure for additional two (2) hours to determine leakage rate. Maintain pressure within plus or minus five (5.0) psig of test pressure. Leakage is defined as quantity of water supplied to piping necessary to maintain test pressure during period of test.
    - e. Compute maximum allowable leakage by the following formula:
 
$$L = \frac{SD\sqrt{P}}{133,200}$$

L = allowable, in gallons per hour  
S = length of pipe tested, in feet  
D = nominal diameter of pipe, in inches  
p = average test pressure during leakage test, in psig

 When pipe under test contains sections of various diameters, calculate allowable leakage from sum of computed leakage for each size.
    - f. When test of pipe indicates leakage greater than allowed, locate source of leakage, make corrections and retest until leakage is within allowable limits. Correct visible leaks regardless of quantity of leakage.
- D. Deflection Testing of Plastic Sewer Pipe:

After installation, the Contractor must have the sanitary sewer main televised with closed-circuit television by a company qualified to televise sanitary sewer mains and

approved by the Owner. **No mandrel test will be required, unless deficiencies in installation are observed.**

1. Perform vertical ring deflection testing on PVC and ABS sewer piping, after backfilling has been in place for at least 30 days but not longer than 12 months.
2. Allowable maximum deflection for installed plastic sewer pipe limited to five (5) percent of original vertical internal diameter.
3. Perform deflection testing using properly sized rigid ball or 'Go, No-Go' mandrel.
4. Furnish rigid ball or mandrel with diameter not less than 95 percent of base or average inside diameter of pipe as determined by ASTM standard to which pipe is manufactured. Measure pipe in compliance with ASTM D-2122.
5. Perform test without mechanical pulling devices.
6. Locate, excavate, replace and retest pipe exceeding allowable deflection.

E. Post-Construction Televising of Sewer Lines:

1. All sanitary sewer lines shall be televised and three (3) copies of the video and report submitted to the Owner for review. Video reports can be submitted on CD-ROM or DVD compact disks. All lines must be flushed and cleaned prior to televising. The video report will be used to view the condition of the sanitary sewer pipe prior to acceptance. Workmanship and cleanliness of the installation will be checked. Video reports shall become the property of the Owner and contain the following:
  - a. Reference the start and end of each video segment as it begins, by clearly identifying the manhole number where the video segment begins and the manhole number where the video segment ends.
  - b. Footages along the sewer line must be shown on the video report and zeroed out at the beginning of each segment starting from the center of the manhole.
  - c. The video camera should be guided forward at a moderate to slow pace along the bottom of the pipe.
  - d. The camera should stop and rotate up to view each service wye.
  - e. The camera should stop at any unusual instances that are viewed while in progress and provide a more detailed and longer view of the specific instance (i.e. – bad joint, dirt in lines, settlement in line, etc.).
  - f. All installed sanitary sewer main shall be televised; this includes all connections to existing sanitary sewer locations and all spot repair locations.

F. Testing Manholes:

1. General: Test using air whenever possible prior to backfilling to assist in locating leaks. Make joint repairs on both outside and inside of joint to ensure permanent seal. Test manholes with manhole frame set in place.
2. Vacuum test in accordance with ASTM C-1244 and as follows:
  - a. Plug pipe openings; securely brace plugs and pipe.
  - b. Inflate compression band to affect seal between vacuum base and structure; connect vacuum pump to outlet port with valve open; draw vacuum to 10 inches of Hg; close valve; start test.
  - c. Test:
    - 1) Determine test duration for manhole from the following table:

VACUUM TEST TABLE

<u>Manhole Diameter</u>	<u>Test Period</u>
4 feet	60 seconds

5 feet	75 seconds
6 feet	90 seconds

- 2) Record vacuum drop during test period; when vacuum drop is greater than one (1) inch of Hg during test period, repair and retest manhole; when vacuum drop of one (1) inch of Hg does not occur during test period, discontinue test and accept manhole.
- 3) When vacuum test fails to meet one (1) inch Hg drop in specified time after repair, repair and retest manhole.

3. Exfiltration Test:

- a. Plug pipes in manhole; remove water in manhole; observe plugs over period of not less than two (2) hours to ensure there is no leakage into manhole.
- b. Determine ground water level outside manhole.
- c. Fill manhole with water to within four (4) inches of top of cover frame. Prior to test, allow manhole to soak from minimum of four (4) hours to maximum of 72 hours; after soak period, adjust water level inside manhole to within four (4) inches of top of cover frame.
- d. Measure water level from top of manhole frame; at end of four (4) hour test period, again measure water level from top of manhole frame; compute drop in water level during test period.
- e. Manhole exfiltration test is considered satisfactory when drop in water level is less than values listed in following table:

Manhole Depth (feet)	Allowable Leakage per Manhole Diameter and Depth		
	4 feet	5 feet	6 feet
4	0.11	0.14	0.17
6	0.17	0.21	0.26
8	0.23	0.29	0.35
10	0.28	0.35	0.42
12	0.34	0.43	0.51
14	0.40	0.50	0.60
16	0.45	0.56	0.68
18	0.51	0.64	0.77
20	0.57	0.71	0.86
22	0.62	0.78	0.93
24	0.68	0.85	1.02
26	0.74	0.93	1.11
28	0.79	0.99	1.19
30	0.85	1.06	1.28

4. When unsatisfactory test results are achieved, repair manhole and retest until result meets criteria; repair visible leaks regardless of quantity of leakage.

END OF SECTION

## SECTION 03200

### CONCRETE REINFORCEMENT

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Reinforcing bars.
  - 2. Reinforcement accessories.
- B. Related Sections:
  - 1. Section 03300 - Cast-in-Place Concrete.
  - 2. Section 03350 – Concrete Finishing
  - 3. Section 03390 – Concrete Curing

##### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.
  - 2. ACI 318 - Building Code Requirements for Structural Concrete.
  - 3. ACI SP-66 - ACI Detailing Manual.
- B. ASTM International:
  - 1. ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
- C. Concrete Reinforcing Steel Institute:
  - 1. CRSI - Manual of Standard Practice.
  - 2. CRSI - Placing Reinforcing Bars.

##### 1.3 SUBMITTALS

##### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 318.

##### 1.5 COORDINATION

- A. Section 01300 - Administrative Requirements: Coordination and project conditions.
- B. Coordinate with placement of formwork, formed openings and other Work.

#### PART 2 PRODUCTS

##### 2.1 REINFORCEMENT

- A. Deformed Reinforcement: ASTM A615/A615M; 60 ksi yield strength, steel bars, unfinished. Sizes and spacing as noted on foundation plan.



## 2.2 ACCESSORY MATERIALS

- A. Tie Wire: Minimum 16 gage annealed type.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor retarder puncture.

## 2.3 FABRICATION

- A. Fabricate concrete reinforcement in accordance with the latest version of ACI 318.
- B. Form standard hooks for 90 degree bend, stirrup and tie hooks, as indicated on Drawings.
- C. Form reinforcement bends with minimum diameters in accordance with ACI 318.
- D. Form ties and stirrups from the following:
  - 1. For bars No. 10 and Smaller: No. 3 deformed bars.
- E. Weld reinforcement in accordance with AWS D1.4.
- F. Locate reinforcement splices not indicated on Drawings, at point of minimum stress. Review location of splices with Engineer.

## PART 3 EXECUTION

### 3.1 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position beyond specified tolerance.
  - 1. Do not weld crossing reinforcement bars for assembly except as permitted by Engineer.
- B. Do not displace or damage vapor retarder.
- C. Accommodate placement of formed openings.
- D. Space reinforcement bars with minimum clear spacing in accordance with ACI 318.
  - 1. Where bars are indicated in multiple layers, place upper bars directly above lower bars.
- E. Maintain concrete cover around reinforcement in accordance with ACI 318:

Reinforcement Location		Minimum Concrete Cover
Footings and Concrete Formed Against Earth		3 inches
Concrete exposed to earth or weather	No. 6 bars and larger	2 inches
	No. 5 bars and smaller	1-1/2 inches
Supported Slabs, Walls, and Joists	No. 14 bars and larger	1-1/2 inches
	No. 11 bars and smaller	3/4 inches
Beams and Columns		1-1/2 inches
Shell and Folded Plate Members	No. 6 bars and larger	3/4 inches
	No. 5 bars and smaller	1/2 inches

### 3.2 ERECTION TOLERANCES

- A. Section 01400 - Quality Requirements: Tolerances.
- B. Install reinforcement within the following tolerances for flexural members, walls, and compression members:

Reinforcement Depth	Depth Tolerance	Concrete Cover Tolerance
Greater than 8 inches	plus or minus 3/8 inch	minus 3/8 inch
Less than 8 inches	plus or minus 1/2 inch	minus 1/2 inch

### 3.3 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements: Testing and Inspection Services.
- B. Provide free access to Work and cooperate with appointed firm.
- C. Reinforcement Review:
  1. Notify Project Engineer for field verification of reinforcement placement prior to pouring any concrete.

### 3.4 SCHEDULES

- A. Reinforcement For Foundation Wall Framing Members and Slab-on-Grade: Deformed bars.

END OF SECTION

## SECTION 03300

### CAST-IN-PLACE CONCRETE

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes cast-in-place concrete for the following:
  - 1. Slabs on grade.
  - 2. Control, expansion, and contraction joint devices.
  - 3. Thrust blocks.
  - 4. Cast-in-Place Storm Inlets.
- B. Related Sections:
  - 1. Section 02320 - Backfill.
  - 2. Section 02750 - Concrete Sidewalks, Driveways, and Curb & Gutter.

##### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.
  - 2. ACI 305 - Hot Weather Concreting.
  - 3. ACI 306.1 - Standard Specification for Cold Weather Concreting.
  - 4. ACI 318 - Building Code Requirements for Structural Concrete.

##### 1.3 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit data on joint devices, attachment accessories, and admixtures.
  - 1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
    - a. Hot and cold weather concrete work.
    - b. Air entrained concrete work.
  - 2. Identify mix ingredients and proportions, including admixtures.
  - 3. Submit mix design 10 days prior to beginning concrete work. Do not begin concrete work until mixes have been reviewed.
- C. Delivery Tickets: Submit delivery tickets to Engineer for each load of concrete delivered to project.
- D. Test Reports: Submit copy of field and laboratory test results to Engineer.
- E. Manufacturer's Installation Instructions: Submit installation procedures and interface required with adjacent Work.

##### 1.4 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution Requirements: Closeout procedures.

- B. Project Record Documents: Accurately record actual locations of embedded utilities and components concealed from view in finished construction.

## 1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.
- B. Acquire cement and aggregate from one source for Work.
- C. Conform to ACI 305 when concreting during hot weather.
- D. Conform to ACI 306 when concreting during cold weather.

## 1.6 COORDINATION

- A. Section 01300 - Administrative Requirements: Coordination and project conditions.
- B. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

## PART 2 PRODUCTS

- 2.1 All Products to be domestically made, manufactured, produced, and assembled in the United States of America.

## 2.2 CONCRETE MATERIALS

- A. Cement: ASTM C-150, Type IA - Air Entraining. With approval from Engineer, Type IIIA - Air Entraining may also be used.
- B. Fine and Coarse Aggregates: ASTM C-33, consisting of clean, hard, durable sand and crushed rock, crushed gravel, or gravel. Maximum coarse aggregate sized shall not be more than one-fourth of slab thickness. Ratio of coarse aggregate to fine aggregate shall not be less than 1:1 nor more than 2:1.
- C. Water: Clean and not detrimental to concrete.

## 2.3 ADMIXTURES

- A. Admixtures which do not adversely affect strength and durability of concrete may be used with permission of Engineer, if used in strict accordance with the manufacturer's directions. Care shall be exercised to assure that the admixture does not increase or decrease air content outside of allowable limits.
- B. Air Entrainment: ASTM C260.

## 2.4 ACCESSORIES

- A. Reinforcing Steel: ASTM A-615, Grade 60, new billet steel bars. Provide metal chairs, stirrups, spacers, and hangers to support reinforcement and insure against displacement during placement of concrete.

- B. Welded Wire Fabric: ASTM A-185, welded steel wire fabric. Provide chairs to support welded wire fabric to insure against displacement during placement of concrete.
- C. Non-Shrink Grout: ASTM C-1107, premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.
- D. Concrete Reinforcing Fibers: ASTM C-1116, high strength industrial-grade fibers specifically engineered for secondary reinforcement of concrete.
- E. Curing Compound: Wax resin, white pigmented; ASTM C-309, Type 2.

## 2.5 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler: Premolded joint filler, bituminous/fiber type or asphalt-impregnated felt type, ASTM D-994; three-quarter (3/4) inch thick by depth of concrete, unless otherwise shown.

## 2.6 CONCRETE MIX

- A. Mix concrete in accordance with ACI 301. Deliver concrete in accordance with ASTM C94. Concrete shall be deposited at job site within one (1) hour after introduction of water in mix. Care should be taken in transferring concrete from truck or mixer to avoid segregation of aggregates in mixture.
- B. Select proportions for normal weight concrete in accordance with ACI 301.
- C. Provide mix designs to obtain the following end results for the given usages:
  1. High Early Strength:
    - a. Minimum Compressive Strength: 2,000 psi (3 days)
    - b. Slump: one (1) - three (3) inches
    - c. Minimum Cement Content: 7.0 Bags/C.Y.
    - d. Maximum Water: 33 Gal/C.Y. (including aggregate moisture)
    - e. Air Content: five (5) - eight (8) percent by Volume
  2. Pavements, Curbs, Walks, Walls, Foundations, Slabs:
    - a. Minimum Compressive Strength: 4,000 psi (28 days)
    - b. Slump: one (1) - three (3) inches
    - c. Minimum Cement Content: 6.0 Bags/C.Y.
    - d. Maximum Water: 30 Gal/C.Y. (including aggregate moisture)
    - e. Air Content: five (5) - eight (8) percent by Volume
  3. Manhole bases, Envelopes, Cradles, Inlet and Chamber Walls, Blocking:
    - a. Minimum Compressive Strength: 3,000 psi (28 days)
    - b. Slump: one (1) - four (4) inches
    - c. Minimum Cement Content: 5.5 Bags/C.Y.
    - d. Maximum Water: 32 Gal/C.Y. (including aggregate moisture)
    - e. Air Content: three (3) - five (5) percent by Volume
  4. Pavement Base:
    - a. Minimum Compressive Strength: 2,000 psi (28 days)
    - b. Slump: one (1) - four (4) inches
    - c. Minimum Cement Content: 4.5 Bags/C.Y.
    - d. Maximum Water: 27 Gal/C.Y. (including aggregate moisture)
    - e. Air Content: three (3) - five (5) percent by Volume

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Coordination and project conditions.
- B. Verify requirements for concrete cover over reinforcement.
- C. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

### 3.2 PREPARATION

- A. Wet forms with light oil.
- B. Sprinkle subgrade with water.
- C. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent.
- D. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout or epoxy.

### 3.3 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301 and ACI 318.
- B. Notify Engineer minimum 24 hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts, and formed expansion and contraction joints are not disturbed during concrete placement.
- D. Install construction joint devices in coordination with slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.
- E. Deposit concrete in a manner requiring as little rehandling as possible. Necessary hand spreading shall be done with shovels. Workers shall rinse dirt from boots prior to walking in green concrete.
- F. Placing shall be continuous between transverse joints without intermediate bulkheads. In case of temporary shutdown, concrete at unfinished end of slabs shall be covered with wet burlap. When delays are unavoidable and of such length that concrete will attain initial set, and in any event where an interruption in concrete placing operations of more than 30 minutes occurs, a joint shall be installed.
- G. Batches shall be dumped so concrete will not displace joint installations. Concrete shall be shoveled into place against expansion joints and against or around other pre-assembled installations which might otherwise be displaced by concrete flowing against them. Place concrete against both sides of intermediate joint installations simultaneously.
- H. For continuous slabs, an expansion joints shall be placed a minimum of 75 feet apart.

- I. Provide expansion material adjacent to all proposed and existing concrete street light bases where proposed concrete is to be installed.
- J. Provide sufficient spading, rodding, and mechanical vibrating to insure concrete flow into corners and places where concrete will not readily flow. Water tightness and absence of honeycomb is required for acceptance.
- K. Rock pockets or voids found after forms are removed shall be filled immediately with a well mixed grout finished to true surface of concrete.
- L. Concrete shall not be placed around castings, frames, joints, and other embedded fixtures until they have been accurately adjusted and set to required alignment and grade. Prior to placing of concrete, castings, frames, and embedded metal fixtures shall be painted on their contact surface with a heavy coat of asphaltic material or separated with an expansion joint filler.
- M. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- N. Place concrete continuously between predetermined expansion, control, and construction joints.
- O. Do not interrupt successive placement; do not permit cold joints to occur.
- P. Hand tool all joints. Contractor, with the permission of the Engineer, may saw cut joints if down with 12 hours after placing. Saw cut one-quarter (1/4) depth of slab thickness.

#### 3.4 CONCRETE FINISHING

- A. Thoroughly float surface after concrete has been struck off.
- B. Provide broom finish to all exterior concrete curbs, sidewalks, driveways, pavements, or slabs. Grain should be perpendicular to the direction of travel.
- C. Edges should be neatly trimmed with a one-quarter (1/4) inch radius edging tool.

#### 3.5 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Place curing agent according to manufacturer's directions.

#### 3.6 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements: Testing and Inspection Services.

- B. Field inspection and testing will be performed in accordance with ACI 301. Contractor's cost for testing, including materials and transportation, shall be paid for by the Contractor.
- C. Provide free access to Work and cooperate with appointed firm.
- D. On-site testing shall be performed in the presence of the Engineer or Owner's representative.
- E. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
- F. Three concrete test cylinders will be taken for every 25 or less cubic yards of concrete placed. Contractor to provide standard cylinders.
- G. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.
- H. Test cylinders shall be tested by a qualified laboratory. Notify Engineer of the laboratory prior to submitting cylinders for testing.
- I. One slump test will be taken for each set of test cylinders taken.
- J. One air content test will be made for each set of test cylinders taken.
- K. Failure to meet slump and air content test criteria may result in the rejection of the load.
- L. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.

### 3.7 PATCHING

- A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- C. Honeycombed areas shall be filled with mortar.

### 3.8 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

END OF SECTION