



RFB NO. 321041

CONSTRUCTION DOCUMENTS PROJECT MANUAL

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

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

REQUEST FOR BIDS NO. 321041 ELECTRIC VEHICLE CHARGING STATIONS HUMAN SERVICE 2202 NORTHPORT DRIVE MADISON, WISCONSIN

Due Date / Time: **TUESDAY, NOVEMBER 2, 2021 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

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

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

STEVE RICHARDS, PROJECT MANAGER
TELEPHONE NO.: 608/266-4592
FAX NO.: 608/267-1533
E-MAIL: RICHARDS.STEVE@COUNTYOFDANE.COM

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1. GENERAL

- A. Before submitting Bid, bidder shall thoroughly examine all Construction Documents. Successful Bidder shall be required to provide all the Work that is shown on Drawings, set forth in Specifications, or reasonably implied as necessary to complete Contract for this project.
- B. Bidder shall visit site to become acquainted with adjacent areas, means of approach to site, conditions of actual site and facilities for delivering, storing, placing, and handling of materials and equipment.
- C. Pre-bid facility and site tour is scheduled on Wednesday, October 13, 2021 at 10:00 a.m. at Northport Offices, starting at the parking lot by the loading dock. Attendance by bidders is optional, however bidders and subcontractors are strongly encouraged to attend.
- D. Safe distancing & face masks are required for all tour attendees. Tours may be limited to a group of 10 people; please limit number of attending staff & subcontractors. Allow sufficient time if you do not make it in to first tour group. Do not visit the site if you are currently or have recently been ill.
- E. Failure to visit site or failure to examine any and all Construction Documents will in no way relieve successful Bidder from necessity of furnishing any necessary materials or equipment, or performing any work, that may be required to complete the Work in accordance with Drawings and Specifications. Neglect of above requirements will not be accepted as reason for delay in the Work or additional compensation.

2. DRAWINGS AND SPECIFICATIONS

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

3. INTERPRETATION

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

4. QUALIFICATIONS OF BIDDER (CONTRACTOR AND SUBCONTRACTOR)

- A. Before award of Contract can be approved, Owner shall be satisfied that Bidder involved meets following requirements:
 - 1. Has completed at least one (1) project of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications.
 - 2. Maintains permanent place of business.
 - 3. Can be bonded for terms of proposed Contract.
 - 4. Contractor and subcontractors shall meet all applicable Best Value Contractor requirements.
- B. County's [Public Works, Waste & Renewables] Project Manager will make such investigations as are deemed necessary to determine ability of bidder to perform the Work, and bidder shall furnish to County's [Public Works, Waste & Renewables] Project Manager or designee all such information and data for this purpose as County's [Public Works, Waste & Renewables] Project Manager may request. Owner reserves right to reject Bid if evidence submitted by, or investigation of, bidder fails to satisfy Owner that bidder is responsible and qualified to carry out obligations of Contract and to complete the Work contemplated therein.

5. BID GUARANTEE

- A. Bank certified check, cashier's check or Bid Bond, payable to County in amount not less than five percent (5%) of maximum bid, shall accompany each Bid as guarantee that if Bid is accepted, Bidder will execute and return proposed Contract and Performance and Payment

Bonds within ten (10) business days after being notified of acceptance of Bid. Company issuing bonds must be licensed to do business in Wisconsin.

- B. Any bid, which is not accompanied by bid guarantee, will be considered “No Bid” and will not be read at Bid Due Date.
- C. If successful Bidder so delivers Contract, Certificate of Insurance, and Performance and Payment Bonds, check will be returned to Bidder. In case Bidder fails to deliver such Contract, insurance, and bond, amount of bid guarantee will be forfeited to County as liquidated damages.
- D. All checks tendered as bid guarantee, except those of three (3) lowest qualified, responsible bidders, will be returned to their makers within three (3) business days after Bid Due Date. All such retained checks will be returned immediately upon signing of Contract and Performance and Payment Bonds by successful Bidder.

6. WITHDRAWAL OF BIDS

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

7. CONTRACT FORM

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

8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS

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

9. EMERGING SMALL BUSINESS PROVISIONS

- A. **Emerging Small Business Definition.** For purposes of this section, ESB is defined as:
 - 1. Independent business concern that has been in business minimum of one year;
 - 2. Business located in State of Wisconsin;

3. Business comprised of less than twenty-five (25) employees;
 4. Business must not have gross sales in excess of three million dollars (\$3,000,000.00) over past three years; and
 5. Business does not have history of failing to complete projects.
- B. **Emerging Small Business (ESB) Involvement.** Bidder shall make good faith effort to award minimum of ten percent (10%) of the Work to ESBs. Bidder shall submit report to Dane County Contract Compliance Specialist within ten (10) business days of Bid Due Date demonstrating such efforts. Good faith efforts means significant contact with ESBs for purposes of soliciting bids from them. Failure to make or demonstrate good faith efforts will be grounds for disqualification.
- C. **Emerging Small Business Report.** Emerging Small Business Enterprise Report is to be submitted by Bidder in separate envelope marked "Emerging Small Business Report". This report is due by 2:00 p.m. following specified ten (10) business days after Bid Due Date. Bidder who fails to submit Emerging Small Business Report shall be deemed not responsive.
- D. **ESB Goal.** Goal of this project is ten percent (10%) ESB participation. ESB utilizations are shown as percentage of total Bid. If Bidder meets or exceeds specified goal, Bidder is only required to submit Form A - Certification, and Form B - Involvement. Goal shall be met if Bidder qualifies as ESB.
- E. **Report Contents.** Following award of Contract, Bidder shall submit copies of executed contracts for all Emerging Small Businesses. Emerging Small Business Report shall consist of these:
1. Form A - Certification;
 2. Form B - Involvement;
 3. Form C - Contacts;
 4. Form D - Certification Statement (if appropriate); and
 5. Supportive documentation (i.e., copies of correspondence, telephone logs, copies of advertisements).
- F. **ESB Listing.** Bidders may solicit bids from *Dane County Targeted Business Directory* by going to this website. Do not click as a link; copy & paste address into a web browser.
<https://equity.countyofdane.com/documents/PDFs/Targeted-Business-Directory.xlsx>
- G. **DBE Listing.** Bidders may also solicit bids from *State of Wisconsin DOT Disadvantaged Business Enterprise Unified Certification Program (DBE / UCP) Directory* by going to this website. These are not only transportation-related designers & contractors. Do not click as a link; copy & paste address into a web browser.
<https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- H. **ESB Certification.** All contractors, subcontractors and suppliers seeking ESB certification must complete and submit Emerging Small Business Report to Dane County Contract Compliance Program.
- I. **Certification Statement.** If ESB firm has not been certified by County as ESB prior to submittal of this Bid, ESB Report cannot be used to fulfill ESB goal for this project unless

firm provides "Form D - Certification Statement". Certification statement must be completed and signed by ESB firm.

J. **Questions.** Questions concerning Emerging Small Business provisions shall be directed to:

OEI@countyofdane.com

or

Dane County Contract Compliance Specialist
City-County Building, Room 356
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
608/266-4192

K. **Substituting ESBs.** In event of any significant changes in subcontract arrangements or if need arises to substitute ESBs, Bidder shall report such proposed changes to Contract Compliance Specialist to making any official changes and request authorization to substitute ESB firm. Bidder further agrees to make every possible effort to replace ESB firm with another qualified ESB firm.

L. **Good Faith Efforts.** Good faith efforts can be demonstrated by meeting all of these obligations:

1. Selecting portions of the Work to be performed by ESBs in order to increase likelihood of meeting ESB goal including, where appropriate, breaking down Contract into smaller units to facilitate ESB participation.
2. Advertising in general circulation, trade associations and women / minority focus media concerning subcontracting opportunities.
3. Providing written notices to reasonable number of specific ESBs that their interest in Contract was being solicited in sufficient time to allow ESBs to participate effectively.
4. Following up on initial solicitations of interest by contacting ESBs within five (5) business days prior to Bid Due Date to determine with certainty whether ESB were interested, to allow ESBs to prepare bids.
5. Providing interested ESB with adequate information about Drawings, Specifications and requirements of Contract.
6. Using services of available minority, women and small business organizations and other organizations that provide assistance in recruitment of MBEs / WBEs / ESBs.
7. Negotiating in good faith with interested ESBs, not rejecting ESBs as unqualified without sound reason based on thorough investigation of their capabilities.
8. Submitting required project reports and accompanying documents to County's Contract Compliance Specialist within twenty-four (24) hours after Bid Due Date.

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

10. METHOD OF AWARD - RESERVATIONS

A. Following will be basis of award of Contract, providing cost does not exceed amount of funds then estimated by County as available to finance Contract(s):

1. Lowest dollar amount submitted by qualified responsible bidder on Base Bid for all work comprising project, combined with such additive Owner accepted alternates.
2. Owner reserves right to reject all bids or any bid, to waive any informality in any bid, and to accept any bid that will best serve interests of County.
3. Unit Prices and Informational Bids will not be considered in establishing low bidder.

11. SECURITY FOR PERFORMANCE AND PAYMENTS

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

12. TAXES

- A. Wisconsin Statute 77.54 (9m) allows building materials that become part of local unit government facilities to be exempt from sales & use tax. Vendors & materials suppliers may not charge Bidders sales & use tax on these purchases. This does not include highways, streets or roads. Any other Sales, Consumer, Use & other similar taxes or fees required by law shall be included in Bid.
- B. In accordance with Wisconsin Statute 71.80(16)(a), successful nonresident bidder, whether incorporated or not, and not otherwise regularly engaged in business in this state, shall file surety bond with State of Wisconsin Department of Revenue payable to Department of Revenue, to guarantee payment of income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld from wages of employees, together with any penalties and interest thereon. Amount of bond shall be three percent (3%) of Contract or subcontract price on all contracts of \$50,000 or more.

13. SUBMISSION OF BIDS

- A. All Bids shall be submitted on standard Bid Form bound herein and only Bids that are made on this Bid Form will be considered. Entire Bid Form and other supporting documents, if any, shall be removed or copied from Construction Documents, filled out, and submitted in manner specified hereinafter. Submit completed Bid Bond with Bid as well.
- B. No bids for any subdivision or any sub-classification of the Work, except as indicated, will be accepted. Any conditional Bid, amendment to Bid Form or appended item thereto, or inclusion of any correspondence, written or printed matter, or details of any nature other than that specifically called for, which would alter any essential provision of Construction Documents, or require consideration of unsolicited material or data in determining award of Contract, will disqualify Bid. Telecommunication alterations to Bid will not be accepted.
- C. Bidders must submit single Bid for all the Work.
- D. Bid amounts shall be inserted in words and in figures in spaces provided on Bid Form; in case of conflict, written word amounts will govern.
- E. Addenda issued after Bid Letting shall become part of Construction Documents. Bidders shall acknowledge receipt of such addenda in appropriate space provided on Bid Form. Bid may be rejected if receipt of any particular addendum applicable to award of Contract has not been acknowledged on Bid Form.
- F. Bids shall be signed, placed in envelope, sealed and delivered before due time to place designated in Invitation to Bid, and identified with project name, bid number, location, category of work being bid upon, Bid Due Date, name and address of bidder.
- G. Bidder shall be responsible for sealed Bid being delivered to place designated for Bid Due Date on or before date and time specified. Bids received after time of closing will be rejected and returned to bidder unopened.
- H. Current conditions prevent public bid openings.
- I. Bids hand delivered & dropped off at Public Works' physical address should be placed in the "Public Works Bids & Proposals" drop box placed outside or just inside the building's front vestibule.
- J. Bid will be opened on listed due date & time & results should be available within 24 hours at bids-pwht.countyofdane.com.
- K. Bid will be considered invalid and will be rejected if bidder has not signed it.
- L. Faxed or emailed Bids will not be accepted.
- M. Bidder's organization shall submit completed with Bid, Fair Labor Practices Certification form, included in these Construction Documents.

14. SUBCONTRACTOR LISTING

- A. Bidders are required to submit Section 00 43 36, Proposed Subcontractors Form listing all subcontractors for this project including committed prices for each subcontractor. Project Manager must receive Form no later than when successful Bidder submits their signed Contract. Failure to submit may delay progress payments.

15. ALTERNATE BIDS

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

16. INFORMATIONAL BIDS

- A. Not Applicable.

17. UNIT PRICES

- A. Not Applicable.

18. COMMENCEMENT AND COMPLETION

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

19. WORK BY OWNER

- A. Not Applicable.

20. SPECIAL HAZARDS COVERAGE

- A. Not Applicable.

FORM A

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

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

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

BIDDER INFORMATION

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

FORM B

Page ___ of ___

DANE COUNTY

(Copy this Form as necessary to provide complete information)

EMERGING SMALL BUSINESS REPORT - INVOLVEMENT

COMPANY NAME: _____

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

ESB NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE NO & EMAIL.: _____

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

ESB NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE NO & EMAIL.: _____

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

FORM C

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

(Copy this Form as necessary to provide complete information)

COMPANY NAME: _____

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

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

FORM D

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

I, _____, _____ of
Name Title

_____ certify to best of my knowledge and
Company

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

Bidder's Signature

Date

Name of Bidding Firm: _____

SECTION 00 41 13

BID FORM

BID NO. 321041

**PROJECT: HUMAN SERVICES ELECTRIC VEHICLE CHARGING STATIONS
NORTHPORT OFFICE**

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

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

BASE BID - LUMP SUM:

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

_____ and __/100 Dollars
Written Price

\$ _____
Numeric Price

ALTERNATE BID 1 - LUMP SUM – ADDITIONAL CHARGING STATIONS:

Add price for providing furnishing and installation of three additional electric vehicle charging stations.

_____ and __/100 Dollars
Written Price

\$ _____
Numeric Price (circle: Add or Deduct)

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

Addendum No(s). _____ through _____

Dated _____

Dane County Department of Administration must have this project completed by May 1, 2022. Assuming this Work can be started by December 1, 2021, what dates can you commence and complete this job?

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

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

(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

1. A corporation organized and existing under the laws of the State of _____, or
2. A partnership consisting of _____, or
3. A person conducting business as _____;

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

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

The undersigned is qualified as a Best Value Contractor or has proven their exemption. Qualification or exemption shall be complete before Bid Due Date / Time.

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

SIGNATURE: _____
(Bid is invalid without signature)

Print Name: _____ Date: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

END OF SECTION

THIS PAGE IS FOR BIDDERS' REFERENCE
DO NOT SUBMIT WITH BID FORM.

BID CHECK LIST:

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

- | | |
|---|---|
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Bid Bond |
| <input type="checkbox"/> Proposed Subcontractors Form | <input type="checkbox"/> Fair Labor Practices Certification |

DANE COUNTY BEST VALUE CONTRACTING QUALIFICATION

General Contractors & all Subcontractors must be qualified as a Best Value Contractor with the Dane County Public Works Engineering Division. Qualification & listing is not permanent & must be renewed every 36 months. Complete a *Best Value Contracting Application* online at:

publicworks.countyofdane.com/bvc

DANE COUNTY VENDOR REGISTRATION PROGRAM

All bidders are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an opportunity to receive notifications for RFBs & RFPs issued by the County and provides the County with up-to-date company contact information. Complete a new form or renewal online at:

danepurchasing.com/Account/Login?

SECTION 00 43 36

PROPOSED SUBCONTRACTORS FORM

General Contractor Name: _____ Bid No: _____

Instructions:

1. Complete all information in table below.
2. Include this Form with signed Construction Contract (Section 00 52 96).
3. General contractors & subcontractors must be qualified & registered as Best Value Contractor (Dane County Ordinances, Chapter 40.07). General contractors must be qualified & registered before bids are due. Subcontractors must be qualified & registered 10 working days before performing any work related to Construction Contract. No contractor can perform work without being qualified & registered.
4. Sample Best Value Contracting Application is included in this RFB package for informational purposes; fill out form online (publicworks.countyofdane.com/bvc).

SUBCONTRACTOR NAME	ADDRESS & PHONE NO.	DIVISION OF WORK	\$\$ AMOUNT OF CONTRACT

Check box if there is another form page attached to include additional subcontractors.

The undersigned, for and on behalf of the General Contractor named herein, certifies the information on this Form is accurate.

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

COUNTY OF DANE

[PUBLIC WORKS, WASTE & RENEWABLES] CONSTRUCTION CONTRACT

Contract No. _____ Bid No. 321041

Authority: 2021 RES - _____

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

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Deputy Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR furnish Human Services Electric Vehicle Charging Stations [including Alternate Bid[s] X, Y & Z (if applicable)] ("the Project"); and

WHEREAS, CONTRACTOR, whose address is _____ is able and willing to construct the Project, in accordance with the [Construction Documents, Scope of Work document, site meeting, etc.];

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

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

2. The term of this Contract shall commence when fully executed by the parties. The CONTRACTOR shall commence the Work by _____. The Work's substantial completion date shall be _____. Failure to meet commence work or substantial completion dates on the Work as set forth herein is grounds for termination of the Contract and other remedies as set forth in the Conditions of Contract incorporated herein.

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

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

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

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

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

8. The intent of this Contract is to be a Contract solely between the parties hereto and for their benefit only. Do not construe any part of this Contract to add to, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties including, but not limited to, employees of the parties.

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

10. CONTRACTOR must be qualified as a Best Value Contractor or have proven their exemption with Dane County Public Works Engineering Division before Bid Due Date / Time. All contractors and subcontractors must be qualified as a Best Value Contractor or have proven their exemption to perform any work under this Contract.

11. This Contract, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Contract and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or

not each party made such reproduction in the regular course of business. This term does not apply to the service of notices under this Contract.

SAMPLE

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

* * * * *

FOR CONTRACTOR:

Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

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

SAMPLE

* * * * *

This Contract is not valid or effectual for any purpose until approved by the appropriate authority designated below, and work is not authorized until the CONTRACTOR has been given notice to proceed by COUNTY'S [Deputy Public Works, Waste & Renewables] Director.

FOR COUNTY:

Joseph T. Parisi, County Executive Date

County Clerk's signature is only necessary if Contract will go before the County Board (i.e., there is a resolution). Delete lines below if Contract will not go to the Board.

Scott McDonell, County Clerk Date

ATTACHMENT A

[PUBLIC WORKS, WASTE & RENEWABLES] CONSTRUCTION CONTRACT

CONTRACTOR [PROPOSAL, QUOTE, PROPOSAL & QUOTE]

Follows on subsequent page(s)

If project is \geq \$25K, delete this page & end document after signatures area on previous page.
If project is $<$ \$25K, Proposal or Quote must be attached to the FINAL PW or WAR Construction Contract after this page, as a part of Attachment A (after Contract blanks are filled in & it's ready for signatures).

Edit above (PROPOSAL or QUOTE).

SAMPLE

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT:

PROJECT:

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

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

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

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

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

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

Signed and sealed this _____ day of _____

_____	<i>(Contractor as Principal)</i>	_____	<i>(Seal)</i>
<i>(Witness)</i>	_____	_____	<i>(Title)</i>
_____	<i>(Surety)</i>	_____	<i>(Seal)</i>
<i>(Witness)</i>	_____	_____	<i>(Title)</i>

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

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name _____
and Title: _____

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

Signature: _____

Name _____
and Title: _____

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

Sample

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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



AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

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

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name _____
and Title: _____

Signature: _____

Name _____
and Title: _____

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

(FOR INFORMATION ONLY — Name, address and telephone)

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

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____

(Corporate Seal)

SURETY

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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

SECTION 00 72 12

CONDITIONS OF CONTRACT

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1. BIDS AND QUOTATIONS

- A. **Addressing of Bids.** Bids shall be addressed to attention of Public Works Project Manager and received at Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, WI 53713, on or before local time and date specified herein for Bid Due Date. Seal all bids in envelopes and clearly mark front with bid number and reference to specified contents of bid. All uses of term “County” in Construction Documents shall mean Dane County.
- B. **Only One Copy Required.** Unless otherwise specified, only one copy of bid or quotation on prescribed Bid Form will be required.
- C. **Additional Data with Bid.** Bidder may submit, on firm’s letterhead only, additional data and information deemed advantageous to County. County shall hold optional consideration of such data and information.
- D. **More than One Bid.** Bidders desiring to submit more than one bid may do so provided such additional bid or bids are properly submitted on Dane County Department of Public Works, Highway & Transportation’s Bid Form. Obtain extra sets of Construction Documents from Dane County Department of Public Works, Highway & Transportation. All uses of term “Department” in Construction Documents shall mean Department of Public Works, Highway & Transportation, which is Dane County government unit.
- E. **Withdrawal or Late Bids.** County will not accept formal bids, amendments thereto, or requests for withdrawal of bid or any part thereof, after time of Bid Due Date.
- F. **Preparation and Submission.** All written bids, unless otherwise provided for, must be submitted on and in accordance with forms provided by County properly signed in ink. Bids not signed by hand are not accepted. Bidders must register in advance with Purchasing Division.
- G. **Products by Name.** Intention of Specifications of products by name is to be descriptive of quality, workmanship, finish, function and approximate characteristics desired; intention is not necessarily restriction. Consideration of products substitution for those named is possible, provided substitute offered is, in opinion of Dane County Public Works Project

Manager, equal or superior in quality, workmanship, finish, function and approximate characteristics to that specified in Project Manual Specifications listed herein.

- H. **Visitation of Sites.** Bidder shall visit site(s) that will receive intended work or installation, and in so doing, be held responsible for job deemed satisfactory by County after completion of the Work or installation. No additional compensation shall be allowed for any condition of which bidder could have been informed.
- I. **Completeness.** Supply all information required by Construction Documents to constitute regular bid. This shall include:
 - 1. Completed Bid Form.
 - 2. Completed Fair Labor Practices Certification.
 - 3. Completed Bid Bond.
- J. **Bids Binding Sixty (60) Calendar Days.** Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following Bid Due Date.
- K. **Conditional Bids.** Qualified bids are subject to complete rejection, or partial rejection.
- L. **All or Part.** Bids or quotations may be considered and award made for all or any part of total quantities as specified in Construction Documents.
- M. **Errors.** Unit bid price shall govern when extending total prices has errors. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve bidder. Explain all erasures in bids and include signature of bidder.
- N. **Regulation by State Statutes.** Bidding and letting of contracts are subject to provisions of Wisconsin Statutes 59.52(29) and 66.0901 and all subsequent sections and amendments thereof.
- O. **Bidders Present.** Bid Due Date is time fixed for opening of formal bids. Bidding results are made public for information of bidders and others properly interested, who may be present either in person or by representative. Bidders are encouraged to attend all openings, and to offer constructive suggestions for improvements to bid format or ways in which County can realize greater savings, but County reserves right to restrict attendance at bid openings. Current health care practices & pandemic conditions prohibit anyone that is not a County employee from attending opening of formal bids.
- P. **Taxes.** Contractor does not need to pay State and local sales & use taxes on building materials that become part of local unit government facilities. See Wisconsin Statute 77.54 (9m). This does not include materials for highways, streets or roads. Contractor shall pay any other Sales, Consumer, Use & other similar taxes or fees required by law.

2. GUARANTEE AND BOND

- A. **Bid Bond / Guarantee.** Bid Bond shall accompany Bids, which shall be either flat sum or percentage figure as shown on Project Manual Cover. This Bid Bond shall serve as warrant that successful bidder will fulfill terms of bid within time limit as indicated in bid after notice of award by Dane County. Bid Bond may be certified bank check (note: uncertified checks will not be acceptable), cashier's check or United State money order payable to Treasurer of Dane County; or on Bid Bond with corporate surety authorized to do business in State of

Wisconsin and warranty of attorney to confess judgment thereon attached thereto. County will return negotiable Bid Bonds to unsuccessful bidders after awarding of bid. County shall return check held from Contractor after satisfactory completion of Contract or after receipt by County of Performance Bond from Contractor, if one is required. Surety Bid Bonds will not be returned unless specifically requested by individual bidders.

- B. **Guarantor Liability.** When guarantee is required, failure of bidder to furnish acceptable Performance Bond (Article 2.C.) within twenty (20) business days after receipt of notice of award shall render guarantor liable to County. Bids covered by certified check or bond such security shall become absolute property of County and shall be deposited with County Treasurer for benefit of County as liquidated damages. County shall forthwith proceed to collect on Bid Bond.
- C. **Performance / Payment Bond.** When required, file guarantee that successful bidder will faithfully perform obligations of bid as accepted. Such guarantee must be bond complying with Wisconsin Statute 779.14 with corporate surety authorized to do business in this State, and that Contractor or subcontractors will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with their operations prior to acceptance of finished work or supplies, and that they will promptly make payments to all persons supplying them with labor or materials in execution of the Work provided for in Contract; guarantee to indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all costs, damages and expenses growing out of or by reason of successful bidder's failure to comply and perform the Work and complete Contract in accordance with Construction Documents; attach thereto a warrant of attorney authorizing confession of judgment thereon for benefit of County.

3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by Contractor or subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- B. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.
- C. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards to compare the Work.
- D. Shop Drawings, Product Data, Samples and similar submittals are not Construction Documents. Purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required how Contractor proposes to conform to information given and design concept expressed in Construction Documents.
- E. Contractor shall review, approve and submit to Public Works Project Manager Shop Drawings, Product Data, Samples and similar submittals required by Construction Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in activities of County or of separate contractors. Submittals made by Contractor not required by Construction Documents, may be returned without action.
- F. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until Public Works Project Manager

has approved respective submittal. Such Work shall be in accordance with approved submittals.

- G. By approving and submitting, Shop Drawings, Product Data, Samples and similar submittals, Contractor represents that Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated information contained within such submittals with requirements of the Work and of Construction Documents.
- H. Contractor shall not be relieved of responsibility for deviations from requirements of Construction Documents by Public Works Project Manager's approval of Shop Drawings, Product Data, Samples and similar submittals unless Contractor has specifically informed Public Works Project Manager in writing of such deviation at time of submittal and Public Works Project Manager has given written approval to specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Sample or similar submittals by Public Works Project Manager's approval thereof.
- I. Contractor shall in writing direct specific attention to revised and / or resubmitted Shop Drawings, Product Data, Samples or similar submittals that were not requested by Architect / Engineer or Public Works Project Manager on previous submittals.
- J. Unless specified otherwise, Contractor shall submit three (3) copies of all Shop Drawings, Product Data, Samples or similar submittals for each submission, until receiving final approval. After final approval, provide five (5) additional copies for distribution and such other copies as may be required.

4. AWARDS

- A. **Lowest Responsible Bidder.** Award will be to lowest responsible bidder conforming to Construction Documents or on most advantageous bid to County.
- B. **Other Considerations.** Quantities involved, time of delivery, purpose for which required, competency of bidder, ability to render satisfactory service and past performance will be considered in determining responsibility.
- C. **Rejection of Bids.** County reserves right to reject any or all bids or quotations in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. County also reserves right to waive technical defects when in its judgment best interests of County thereby will be served.
- D. **Notice of Acceptance.** Sufficient notification of acceptance of bid will be written notice of award to bidder in form of Purchase Order or similar, mailed or delivered to address shown on Bid Form.
- E. **Tie Bids.** If two or more bidders submit identical bids, decision of County to make award to one or more of such bidders shall be final. Cash discount will be taken into consideration in determining award. Also, see Article 7.A. IDENTICAL BIDDING, Antitrust Laws.
- F. **Qualifying Bidders.** Prior to solicitation and / or awarding of bid, County may require submission by bidder of complete financial statement and questionnaire describing bidder's financial ability and experience in performance of similar work. Refer to Instructions to Bidders.

- G. **Disqualification.** Awards will not be made to any person, firm or company in default of Contract with County, or to any bidder having as its sales agent or representative or as member of firm, any individual previously in default or guilty of misrepresentation.
- H. **Bid Results.** Bidders may secure information pertaining to results of bids by visiting Public Works' website, bids-pwht.countyofdane.com/.

5. CONTRACT PROVISIONS

- A. **Acceptance Constitutes Contract.** Written acceptance by Public Works Project Manager of proposal for services shall constitute Contract, which shall bind bidder to perform the Work as detailed in Construction Documents, for bid amount and in accordance with all conditions of said accepted bid. Formal Contract containing all provisions of Contract signed by both parties shall be used when required by Public Works Project Manager.
- B. **Local Restrictions and Permits.** All work shall be done according to applicable laws, ordinances and codes. Contractor shall procure and pay for all required permits for permanent or temporary work.
- C. **Payment of Invoices.** Payment may be made only after inspection and acceptance by using agency and approval by Dane County Public Works Project Manager, and, where required by ordinances, approval by Dane County Board of Supervisors. If materials or equipment were delivered, constructed, erected, installed or tested on site, payment shall be made based on ninety-five percent (95%) of value of all the Work performed up to fifty percent (50%) of scheduled values less total of previous payments. Authorized extra work will be included in progress payments. Payment of balances will be made only after approval and final acceptance by County in consideration and elimination of possibilities of imperfect work, faulty materials or equipment, liens that have been filed, or if evidence indicates possible filing of claims.
- D. **Contract Alterations.** No alterations or variables in terms of contract shall be valid or binding upon County unless made in writing and signed by Purchasing Agent or authorized agent.
- E. **Assignments.** No contract may be assigned, sublet or transferred without written consent of Public Works Project Manager.
- F. **Cancellations.** Contract may be canceled or voided by Public Works Project Manager upon non-performance or violation of contract provisions, and award made to next low bidder or articles specified may be purchased on open market. In either event, defaulting contractor (or their surety) shall be liable to Dane County for costs to County in excess of defaulting contractor's contract prices.
- G. **Right of Department to Terminate Contract.**
1. In event that Contractor or any subcontractors violate any provisions of this Contract, County may serve written notice upon Contractor and Surety of its intention to terminate Contract. Such notice to contain reasons for such intention to terminate Contract, and unless within ten (10) business days after serving of such notice upon Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, Contract shall, upon expiration of said ten (10) business days, cease and terminate.
 2. In event of any such termination, County shall immediately serve notice thereof upon Surety and Contractor, and Surety shall have right to take over and perform Contract

subject to County's approval. However, if Surety does not commence performance thereof within ten (10) business days from date of mailing to such Surety of notice of termination, County may take over the Work and prosecute same to completion by Contract or by force account for account and at expense of Contractor. Contractor and Surety shall be liable to County for any excess cost occasioned County thereby, and in such event County may take possession of and utilize in completing the Work, such equipment, materials and / or supplies as may be on site of the Work and therefore necessary.

- H. **Non-Liability.** Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is result of fire, flood, strike, transporting carrier, act of God, act of government, act of alien enemy or by any other circumstances which, in Public Works Project Manager's opinion, is beyond control of Contractor. Under such circumstances, however, Public Works Project Manager may in discretion, cancel Contract.
- I. **Quality Assurance.** Inspection of equipment, materials and / or supplies shall be made by or at direction of County or Agency to which goods are delivered, and any articles supplied that are defective, or fails in any way to meet Specifications or other requirements of Contract, will be rejected. Public Works Project Manager shall direct all required laboratory tests. Decision of Public Works Project Manager on acceptance shall be final.
- J. **Time for Completion.** Contractor agrees that the Work shall be prosecuted regularly and diligently and complete entire project as stated in Construction Documents.
- K. **Changes in the Work.**
1. Except in cases of emergency, no changes in the Work covered by approved Construction Documents shall be made without having prior written approval of Department. Charges or credits for work covered by approved change shall be determined by one of these methods:
 - a) Unit bid prices previously approved.
 - b) Agreed lump sum based on actual cost of:
 - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
 - 2) Materials entering permanently into the Work;
 - 3) Ownership or rental cost of construction plant and equipment during time of use on extra work;
 - 4) Power and consumable supplies for operation of construction or power equipment;
 - 5) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
 - 6) Social Security, pension and unemployment contributions;
 - 7) To cost under K.1.b), there shall be added fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of actual cost of the Work performed with their own labor force; fee shall be compensation to cover cost of supervision, overhead, bond, profit and any other general expense;
 - 8) On that portion of work under K.1.b) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense; and
 - 9) Contractor shall keep and present in such form as directed, correct amount of cost together with such supporting vouchers as may be required by Department.
 - c) Cost-Plus Work, with not-to-exceed dollar limit, based on actual cost of:
 - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
 - 2) Materials entering permanently into the Work;

- 3) Ownership or rental cost of construction plant and equipment during time of use on extra work. (Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment);
 - 4) Power and consumable supplies for operation of construction or power equipment;
 - 5) Workmen's Compensation, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
 - 6) Social Security, pension and unemployment contributions;
 - 7) To cost under K.1.c) there shall be added fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of actual cost of the Work performed with their own labor force; fee shall be compensation to cover cost of supervision, overhead, bond, profit, and any other general expense;
 - 8) On that portion of work under K.1.c) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense; and
 - 9) Contractor shall keep and present in such form as directed, correct amount of cost together with such supporting vouchers as may be required by Department.
2. If Contractor claims that by any instructions given by Architect / Engineer, Department, by drawings or otherwise, regarding performance of the Work or furnishing of material under Contract, involves extra cost, Contractor shall give Department written notice thereof within two weeks after receipt of such instructions and in any event before proceeding to execute work, unless delay in executing work would endanger life or property.
 3. No claim for extra work or cost shall be allowed unless same was done in pursuance of written order of Architect / Engineer and approved by Department, as previously mentioned, and claim presented with payment request submitted after changed or extra work is completed.
 4. Negotiation of cost for change in the Work shall not be cause for Contractor to delay prosecution of the Work if Contractor has been authorized in writing by Public Works Project Manager to proceed.

L. Payments to Contractor.

1. County will make partial payments to Contractor for value, proportionate to amount of Contract, of all labor and material incorporated in the Work during preceding calendar month upon receipt of approved Application and Certificate of Payment from Architect / Engineer and approval of Department.
2. Contractor shall submit to Architect / Engineer Application and Certificate of Payment. Architect / Engineer will review and approve this before sending it to Public Works Project Manager. Evidence may be required, and supplied on demand, that supports request and Contractor's right to payment claimed.
3. Request for payment for preparatory work and materials delivered and suitably stored at site to be incorporated into the Work at some future period, will be given due consideration. Requests involving materials stored off site, may be rejected; however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered conditional upon submission by Contractor of bills of sale and such other procedures as will adequately protect County's interest such as storage in bonded warehouse with adequate coverage. If there is any error in payment, Contractor is obligated to notify Department immediately, but no longer than ten (10) business days from receipt of payment.

4. Payments by County will be due within forty-five (45) business days after receipt by Department of certified request.
5. Five percent (5%) of each request for certification will be retained until final completion and acceptance of all the Work covered by Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at site, remaining payments will be made in full if Architect / Engineer and Public Works Project Manager find that progress of the Work corresponds with construction progress schedule. If Architect / Engineer and Public Works Project Manager find that progress of the Work does not correspond with construction progress schedule, up to ten percent (10%) of each request for payment may be retained for the Work completed.
6. All material and work covered by partial payments made shall become sole property of County. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work, or as waiver of right of County to require fulfillment of all of terms of Contract.
7. Final payment will be made within sixty (60) calendar days after final completion of the Work, and will constitute acceptance thereof.
8. On completion and acceptance of each separate division of Contract, on which stated price is separated in Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
9. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit(s) as required to prove that all debts and claims against this Work are paid in full or otherwise satisfied, and give final evidence of release of all liens against the Work and County.

M. Withholding of Payments.

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

N. Acceptance of Final Payment as Release.

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

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

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

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

Q. Correction of Work.

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

6. GENERAL GUARANTEE

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

7. IDENTICAL BIDDING

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

8. BINDING CONTRACTS

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

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

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

- B. Contractor is subject to this paragraph only if Contractor has twenty (20) or more employees and receives \$20,000.00 or more in annual aggregate contracts with County. Contractor shall file Affirmative Action Plan with Dane County Contract Compliance Specialist in accord with Chapter 19 of Dane County Code of Ordinances. Contractor must file such plan within fifteen (15) business days of effective date of this Contract and failure to do so by that date shall constitute grounds for immediate termination of Contract. During term of this Contract, Contractor shall also provide copies of all announcements of employment opportunities to County's Office of Equity & Inclusion, and shall report annually number of persons, by race, sex and handicap status, which apply for employment, and, similarly classified, number hired and number rejected.
- C. Contact Dane County Contract Compliance Specialist at Dane County Office of Equity & Inclusion, 210 Martin Luther King, Jr. Blvd., Room 356, Madison, WI 53703, 608/266-4192.
- D. In all solicitations for employment placed on Contractor's behalf during term of this Contract, Contractor shall include statement to effect that Contractor is "Equal Opportunity Employer."
- E. Contractor agrees to furnish all information and reports required by County's Contract Compliance Specialist as same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and provision of this Contract.
- F. **Minority / Women / Disadvantaged / Emerging Small Business Enterprises.** Chapter 19.508 of Dane County Code of Ordinances is official policy of Dane County to utilize Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs) fully.

10. COMPLIANCE WITH FAIR LABOR STANDARDS

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

11. DOMESTIC PARTNERSHIP BENEFITS

- A. Not Used.

12. INSURANCE REQUIREMENTS

- A. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from and against all claims, damages,

losses and expenses including attorneys' fees arising out of or resulting from performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, and is caused in whole or in part by any act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

- B. In any and all claims against Dane County, its boards, commissions, agencies, officers, employees and representatives or by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, indemnification obligation under this Contract shall not be limited in any way by any limitation on amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker's compensation acts, disability benefits or other employee benefit acts.
- C. Obligations of Contractor under this Contract shall not extend to liability of Architect / Engineer, its agents or employees arising out of (1) preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or (2) giving of or failure to give directions or instruction by Architect / Engineer, its agents or employees provided such giving or failure to give is primary cause of injury or damage.
- D. County shall not be liable to Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.
- E. **Contractor Carried Insurance.** In order to protect itself and County, Contractor shall not commence work under this Contract until obtaining all required insurance and County has approved such insurance. Contractor shall not allow any subcontractor to commence work on subcontract until insurance required of subcontractor has been so obtained and approved.
 - 1. **Worker's Compensation Insurance**
Contractor shall procure and shall maintain during life of this Contract, Worker's Compensation Insurance as required by statute for all of its employees engaged in work at site of project under this Contract and, in case of such work sublet, Contractor shall require subcontractor similarly to provide Worker's Compensation Insurance for all of latter's employees to be engaged in such work unless such employees are covered by protection afforded by Contractor's Worker's Compensation Insurance.
 - 2. **Contractor's Public Liability and Property Damage Insurance**
Contractor shall procure and maintain during life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in amount not less than \$1,000,000.00 per occurrence for bodily injury and death, and Contractor's Property Damage Insurance in amount not less than \$1,000,000.00 and shall be primary with Dane County as "Additional Insured".
 - 3. **Auto Liability Insurance**
Contractor shall procure and maintain during life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000.00 and shall be primary with Dane County as "Additional Insured".
- F. Contractor either (1) shall require each subcontractors to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and

Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or (2) insure that activities of subcontractors in their own policy.

- G. Contractor shall furnish County with certificates showing type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially this statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) business days written notice has been received by County."
- H. **Builder's Risk.** County shall provide Builder's Risk insurance coverage for its insurable interests in construction or renovation projects with completed value of \$1,000,000 or less. Therefore, if project completed value is more than \$1,000,000, Contractor shall obtain and maintain in force, at its own expense, Builder's Risk Insurance on all risks for amount equal to full completed value of covered structure or replacement value of alterations or additions. Any deductible shall not exceed \$25,000 for each loss. Policy shall include occupancy clause and list Dane County as loss payee.

END OF SECTION

SECTION 00 73 00

BEST VALUE CONTRACTING

1. CONTRACTORS / LICENSURE APPLICANTS

The Dane County Department of Public Works requires contractors & subcontractors to be a Best Value Contractor (BVC) before being hired. Contractor & subcontractor application documents should be turned in immediately. Contractor approval or exemption must be complete prior to Bid Due Date / Time. All subcontractors must also be approved or prove their exemption ten (10) business or more days before performing any work under a County contract. This document shall be completed, properly executed, along with the necessary attachments and additional information that the County requires for the protection and welfare of the public in the performance of a County contract.

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

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

Fill out the BVC Application at the Public Works Engineering Division web site (publicworks.countyofdane.com/bvc). This document is only provided in the RFB for reference. The following page shows what the questions are on the application.

2. EXEMPTIONS TO QUALIFICATION

Contractors performing work that does not apply to an apprenticeable trade, as outlined in Item 4. Apprenticeable Trades, is the only reason for claiming an exemption if not an active Wisconsin Trades Trainer. See Question 18A.

3. APPLICATION QUESTIONS

NO.	PROOF OF RESPONSIBILITY	CHECK IF APPLICABLE
1	Does your firm acknowledge that in doing work under any County Public Works Contract, it will be required to use as subcontractors only those contractors that are also qualified with the County or become so ten (10) or more days before beginning any work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2	Does your firm possess all technical qualifications and resources, including equipment, personnel and financial resources, necessary to perform the work required for any project or obtain the same through the use of responsible, qualified subcontractors?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3	Will your firm possess all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, which are necessary for the type of work to be performed including, but not limited to, those for any type of trade work or specialty work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

4	Will your firm meet all bonding requirements as required by applicable law or contract specifications?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
5	Will your firm meet all insurance requirements as required by applicable law or specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
6	Will your firm maintain a substance abuse policy for employees hired for public works contracts that comply with Wis. Stats. Sec. 103.503?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
7	Will your employees who will perform work on a Public Works project all be covered under a current workers compensation policy and be properly classified under such policy?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
8	Will your employees who will perform work on a Public Works project have the opportunity to enroll in minimum essential coverage and not be subject to an enrollment period of more than 60 days per the federal Affordable Care Act, Sec. 1513?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
9	Will your firm fully abide by the equal opportunity and affirmative action requirements of all applicable laws, including County ordinances?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
10	Has your firm been the subject of any order or judgement from any State or Federal Agency or court concerning employment practice, including but not limited to: classification of employees under state unemployment or workers compensation laws; minimum wage, overtime pay, recordkeeping, and child labor standards imposed by federal or state law; and employment discrimination or unfair labor practices prohibited by federal or state law. (Attach copies of any order or judgement)	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
11	Is your firm authorized or registered to transact business in the state by the Department of Financial Institutions in compliance with Wis. Stat. Chaps. 178, 179, 180, 181, or 183?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
12	In the past three (3) years, has your firm had control or has another corporation, partnership or other business entity operating in the construction industry controlled it? If so, please attach a statement explaining the nature of the firm relationship?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
13	In the past three (3) years, has your firm had any type of business, contracting or trade license, certification or registration revoked or suspended?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
14	In the past three (3) years, has your firm been debarred by any federal, state or local government agency?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
15	In the past three (3) years, has your firm defaulted or failed to complete any contract?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
16	In the past three (3) years, has your firm committed a willful violation of federal, state or local government safety laws as determined by a final decision of a court or government agency authority.	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
17	In the past three (3) years, has your firm been in violation of any law relating to your contracting business where the penalty for such violation resulted in the imposition of a penalty greater than \$10,000?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
18	Is your firm an active Wisconsin Trade Trainer as determined by the Wisconsin Bureau of Apprenticeship Standards?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.

18A	Is your firm claiming an exemption to qualification?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
19	Contractor has been in business less than one year?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

4. APPRENTICEABLE TRADES:

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

END OF SECTION

SECTION 00 73 11

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

For reference, Dane County Ordinance 25.09 is as follows:

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

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

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

END OF SECTION

SECTION 01 00 00

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

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

40. As-Built and Record Drawings and Specifications

1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to provide furnishing and installation of electric vehicle charging stations, wiring and electrical infrastructure, and restoration of site and sidewalk.
- B. Work by Owner: Not applicable.
- C. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work and facility occupancy. Provide Public Works Project Manager with copies of all permits.
- D. Diggers Hotline:
 - 1. It is General Contractor's responsibility to contact Diggers Hotline to have all utility locations marked prior to excavation and planning excavation so as not to delay the Work.
 - 2. Use Diggers Hotline to obtain information on safe working clearances from overhead lines.
 - 3. Completely comply with all requirements of each affected utility company.
 - 4. It is General Contractor's responsibility to contact & hire private utility locating services if necessary.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by others and work by Owner.
- B. Limit use of premises to allow work by Contractors or Subcontractors and access by Owner.
- C. Coordinate utility outages and shutdowns with Owner.
- D. Contractors or Subcontractors shall not visit the site if they are or have recently been ill.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit each Application for Payment on AIA G702™ and G703™ forms or approved contractors invoice form. Contractor shall have these forms notarized and signed.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Submit Applications for Payment to Architect / Engineer, electronically for initial approval. Architect / Engineer will forward approved copies to Owner who will also approve & process for payment.

- D. Submit Applications for Payment to Public Works Project Manager for approval & processing for payment.

1.5 CHANGE PROCEDURES

- A. Make no changes, except in cases of emergency, in the Work covered by approved Construction Documents without having prior written approval of Department. Charges or credits for the Work covered by approved change shall be determined by
 - 1. Agreed lump sum based on actual cost of:
 - a. Labor, including foremen, and all fringe benefits that are associated with their wages.
 - b. Materials entering permanently into the Work.
 - c. Ownership or rental cost of construction tools and equipment during time of use on extra work.
 - d. Power and consumable supplies for operation of power equipment.
 - e. Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance.
 - f. Social Security and old age and unemployment contributions.
 - g. Add to cost under (2), fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of actual cost of work performed with their own labor force. Fee shall be compensation to cover cost of supervision, overhead, bond, profit and any other general expense.
 - h. On that portion of the Work under (2) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense.
 - i. Department may require correct amount of costs with supporting vouchers; Contractor shall keep and present in such form as directed.
- B. Change Order Forms: Dane County Contract Change Order will be used

1.6 ALTERNATES

- A. Owner shall review and accept or reject alternates quoted on Bid Form.
- B. Coordinate related work and modify surrounding work as required.
- C. Schedule of Alternates:
 - 1. Alternate Bid 1 Additional Charging Stations.
 - a. Add price for providing furnishing and installation of three additional electric vehicle charging stations.

1.7 LUMP SUM ALLOWANCES FOR WORK

- A. Not applicable.

1.8 COORDINATION

- A. Coordinate scheduling, submittals, and work of various sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings.
- D. CUTTING AND PATCHING
- E. Employ skilled and experienced installer to perform cutting and patching new work; restore work with new Products.
- F. Submit written request in advance of cutting or altering structural or building enclosure elements.
- G. Fit work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- H. Refinish surfaces to match adjacent finishes.

1.9 CONFERENCES

- A. Project shall have pre-bid conference; see Instructions to Bidders.
- B. Owner will schedule preconstruction conference after Award of Contract for all affected parties.
- C. Contractor shall submit Construction Schedule at pre-construction meeting.
- D. Safe distancing & facemasks are required for all conference attendees. In-person conferences will be limited to 10 people; please limit number of attending staff & subcontractors. If there are more than 10 people, we will split group & there will be two or more conferences. Allow sufficient time if you do not make it in to first group.

1.10 PROGRESS MEETINGS

- A. Progress Meetings will be scheduled by Owner as determined to be necessary for the project. Contractor shall provide updates on items as requested by Owner. Owner to preside at meeting and provide minutes.
- B. In-person meetings shall be limited & shall follow current *Public Health - Madison & Dane County* procedures & recommendations (see publichealthmdc.com/documents/office_space_checklist.pdf and publichealthmdc.com/coronavirus/forward-dane/current-order). Whenever possible, hold

meetings via teleconference or videoconference, to be hosted by contractor or consultant. Dane County reserves right to mandate safe physical distancing & use of facemasks by all personnel while inside any County facility or on any County grounds.

1.11 JOB SITE ADMINISTRATION

- A. Contractor shall have project supervision while Work is being performed.
- B. Contractor shall not change their project superintendent or project manager for duration of the Work without written permission of Public Works Project Manager.

1.12 SUBMITTAL PROCEDURES

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

1.13 PROPOSED PRODUCTS LIST

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

1.14 SHOP DRAWINGS

- A. Submit number of copies that Contractor & Architect / Engineer require, plus one (1) copy that shall be retained by Public Works Project Manager.

1.15 PRODUCT DATA

- A. Submit number of copies that Contractor requires, plus one (1) copy that shall be retained by Public Works Project Manager.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.

1.16 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of Product.
- B. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Public Works Project Manager's selection.

1.17 MANUFACTURERS' INSTRUCTIONS

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

1.18 MANUFACTURERS' CERTIFICATES

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

1.19 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

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

1.20 REFERENCES

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

1.21 INTERIOR ENCLOSURES

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

1.22 PROTECTION OF INSTALLED WORK

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

1.23 PARKING

- A. On site parking to be coordinated with Facilities Management.

1.24 STAGING AREAS

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

1.25 OCCUPANCY DURING CONSTRUCTION AND CONDUCT OF WORK

- A. Contractors working in Jail must sign-in with Dane County Sheriff's Office upon arrival at facility. Contractors must sign-out with Dane County Sheriff's Office upon leaving facility.
- B. Dane County Sheriff's Office will check-in all equipment and tools for all Jail work. All equipment and tools must be check-out by Dane County Sheriff's Office as items are removed from facility. If equipment or tools are missing, contractors will not be allowed to leave facility until all items are accounted for.
- C. Contractors working in inmate areas will be briefed on inmate confidentiality, security procedures and their responsibilities under Prison Rape Elimination Act.
- D. Contractors will be introduced to Dane County Sheriff's Office officers. Dane County Sheriff's Office will be notified of where contractors will be working.
- E. Tools and materials shall not be left unattended at any time. Tools and materials can be used by inmates to harm themselves or others. If any item is discovered to be missing (tools, materials, etc.), it is Contractor's responsibility to notify Dane County Sheriff's Office immediately. Minimal amount of secure storage is available for storage of tools and materials.
- F. Contractors must leave any unnecessary tools or personal belongings in their vehicles. Do not provide smoking materials, matches or money to any inmate.
- G. All construction material and salvage material shall be removed from facility or secured at day's end.
- H. Contractors are asked to not work at facility if they are ill with something contagious.
- I. All contractors are expected to leave work areas in conditions; such that area can be occupied immediately upon leaving area.

- J. Smoking is prohibited on Dane County property.
- K. Dane County Sheriff's Office will supply two escorts for duration of the Work. If there are changes in work schedule, 48 hour notice would be appreciated.
- L. Any Contractor employee, or group of employees, inside inmate occupied area of Jail must be with one of two assigned escorts at all times. It will not be required to have escort present when working non-inmate occupied areas.
- M. Owner reserves right at any time to dismiss from premises any Contractor or construction personnel that do not uphold requirements of this Section.
- N. Owner shall not be held liable for any lost time, wages, or impacts to construction schedule by any Contractor or construction personnel dismissed for failure to uphold requirements of this Section.
- O. Areas of existing facility will be occupied during period when the Work is in progress. Work may be done during normal business hours (8:00 am to 4:30 pm), but confer with Owner, schedule work and store materials so as to interfere as little as possible with normal use of premises. Work performed on Saturday shall be by permission of Owner. Notify Owner when coring or similar noise making work is to be done and obtain Owner's written approval of schedule. If schedule is not convenient for Owner, reschedule and resubmit new times for Owner approval. Coring of floor along with other noisy work may have to be done on second and third shifts.
- P. Areas of existing facility will be occupied during period when the Work is in progress. Work may be done during normal business hours (8:00 am to 4:30 pm), but confer with Owner, schedule work and store materials so as to interfere as little as possible with normal use of premises. Work performed on Saturday shall be by permission of Owner. Notify Owner when coring or similar noise making work is to be done and obtain Owner's written approval of schedule. If schedule is not convenient for Owner, reschedule and resubmit new times for Owner approval. Coring of floor along with other noisy work may have to be done on second and third shifts.
- Q. Work shall be done and temporary facilities furnished so as not to interfere with access to any occupied area and so as to cause least possible interference with normal operation of facility or any essential service thereof.
- R. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.
- S. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this Contract is to be performed.
- T. Each Contractor shall arrange with Owner to make necessary alterations, do new work, make connections to all utilities, etc., and at such times as will not cause interruption of utility services to facility. Contractor doing this work shall protect, cap, cut off and / or replace and relocate existing pipes, electrical work and other active utilities encountered which may interfere with new construction work.

- U. New work in extension of existing work shall correspond in all respects with that to which it connects or similar existing work unless otherwise indicated or specified.
 - 1. Existing work shall be cut, altered, removed or replaced as necessary for performance of Contract obligations.
 - 2. Work remaining in place, damaged or defaced by reason of work done under this Contract shall be restored equal to its condition at time of Award of Contract.
 - 3. If removal of work exposes discolored or unfinished surfaces or work out of alignment, such surfaces shall be refinished or materials replaced as necessary to make continuous work uniform and harmonious.
- V. Contractor is responsible for providing & maintaining temporary toilet facilities.
- W. Contractor & subcontractors shall follow all current *Public Health - Madison & Dane County* procedures & recommendations (see publichealthmdc.com/documents/office_space_checklist.pdf and publichealthmdc.com/coronavirus/forward-dane/current-order). Dane County reserves right to mandate safe physical distancing & use of facemasks by all personnel while inside any County facility or on any County grounds.

1.26 PROTECTION

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

1.27 PROGRESS CLEANING

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

1.28 PRODUCTS

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

1.29 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.30 PRODUCT OPTIONS

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

1.31 SUBSTITUTIONS

- A. Public Works Project Manager shall consider requests for Substitutions only within fifteen (15) calendar days after date of Public Works Construction Contract.
- B. Public Works Project Manager shall consider requests for Substitutions only up to seven (7) business days prior to date of Bid Due Date.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Construction Documents.
- D. Limit each request to one (1) proposed Substitution for Public Works Project Manager's consideration.
- E. Substitutions shall not change contract price established at Bid Due Date.

1.32 STARTING SYSTEMS

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

1.33 DEMONSTRATION AND INSTRUCTIONS

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

- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.
- C. Owner may choose to photograph or videotape demonstration session; demonstration and demonstrator shall be to level of satisfaction of Owner.

1.34 CONTRACT CLOSEOUT PROCEDURES

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

1.35 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view.
- C. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.36 ADJUSTING

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

1.37 OPERATION AND MAINTENANCE MANUAL

- A. Provide two (2) bound, hard-copy operation and maintenance manuals that include all systems, materials, products, equipment, mechanical and electrical equipment and systems supplied and installed in the Work. Provide electronic version of operation and maintenance manual also.

1.38 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide Products, spare parts, maintenance and extra materials in quantities specified in individual Specification Sections.
- B. Deliver to the Work site and place in location as directed.

1.39 AS-BUILT AND RECORD DRAWINGS AND SPECIFICATIONS

- A. Contractor-produced Drawings and Specifications shall remain property of Contractor whether Project for which they are made is executed or not. Contractor shall furnish Architect / Engineer and Public Works Project Manager with original marked up redlines of Construction Documents' drawings and specifications that shall include all Addendums, Change Orders, Construction Bulletins, Field Directives, on-site changes,

field corrections, etc. These are project As-Built Drawings & Specifications. Record Drawings & Specifications shall be created from these As-Builts by Public Works.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 03 31 01
SITWORK CONCRETE

PART 1 - GENERAL

1.01 Section Includes

- A. Cast-in-place concrete for sidewalk, exterior slabs, and other similar exterior concrete.

1.02 Related Sections

- A. Section 01 45 16 – Testing Requirements.

1.03 References

- A. ACI 301 - Specifications for Structural Concrete.
- B. ACI 305R - Hot Weather Concreting.
- C. ACI 306R - Cold Weather Concreting.
- D. ACI 308 - Standard Practice for Curing Concrete.
- E. ASTM A185 - Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
- F. ASTM A615 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- G. ASTM C31 - Making and Curing Concrete Test Specimens in the Field.
- H. ASTM C33 - Standard Specification for Concrete Aggregates.
- I. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- J. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
- K. ASTM C143 - Standard Test Method for Slump of Hydraulic Cement Concrete.
- L. ASTM C150 - Standard Specifications for Portland Cement.
- M. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
- N. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete.
- O. ASTM C260 - Air Entraining Admixtures for Concrete.
- P. ASTM C494 - Chemical Admixtures for Concrete.
- Q. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
- R. ASTM C618 - Coal Fly Ash and Raw or Calcinated Natural Pozzolan for Use as a Mineral Admixture in Portland Cement.
- S. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds having Special Properties for Curing and Sealing.
- T. ASTM D1751 - Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
- U. ASTM D1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.

1.04 Quality Assurance

- A. Perform concrete work in accordance with ACI 301.
- B. Conform to ACI 305R when concreting in hot weather and ACI 306R when concreting in cold weather.

1.05 Submittals

- A. Concrete Mix Design
 - 1. Provide dry weight of cement, saturated-surface dry weight of aggregate, brand name, type, and quantity of admixtures, and pounds of water per cubic yard of concrete.
 - 2. Test data supporting the portions of the design mixes based on laboratory trial batches in accordance with ACI 318. Test data supporting the proportions of the design mixes based on past field experience in accordance with ACI 318 may be provided in lieu of the laboratory data.
- B. Admixtures: Submit manufacturer's literature and certifications.
- C. Delivery Tickets: Provide for each load of concrete delivered; include the following information: Name of ready-mix batch plant, serial number of ticket, date, truck number, name of contractor, name and location of job, class of concrete, amount of concrete in cubic yards, time loaded or of first mixing of cement and aggregate, water added at jobsite and initials of person authorizing addition, admixtures, if added.
- D. Test Results.

PART 2 - PRODUCTS

2.01 Reinforcement

- A. Reinforcing Steel: ASTM A615; Grade 60, deformed, unfinished.
- B. Welded Steel Wire Fabric: ASTM A185: flat sheets, unfinished.

2.02 Concrete Materials

- A. Portland Cement: ASTM C150, Type 1.
- B. Aggregate: ASTM C33.
- C. Water: Clean and not detrimental to concrete.
- D. Flyash: ASTM C618, Class C.

2.03 Concrete Admixtures

- A. Air Entrainment: ASTM C260.
- B. Water Reducing: ASTM C494; Type A, Water Reducing.
- C. Retarding: ASTM C494. Type D, Water Reducing and Retarding.
- D. Accelerating: ASTM C494 Type C Accelerating (non-chloride); Type E, Water Reducing and Accelerating (non-chloride).

2.04 Accessories

- A. Curing Material: Liquid membrane curing compound; ASTM C309, Type 2, white pigmented.
- B. Curing/Sealing Material:
 - 1. An acrylic resin curing, sealing, and hardening compound for exterior freshly placed concrete that provides a durable, long-lasting moisture impermeable finish that improves resistance to chemicals, grease, and de-icing salts.

2. Meet requirements of ASTM C1315, Type 1, Class B and ASTM C309, Type 1, Classes A and B.
3. Manufacturer: AS-1 Achro Seal 1315 OTC, TK Products; Seal Cure 309-30, W.R. Meadows; or equal.

C. Preformed Expansion Joint Fillers: ASTM D1751 or ASTM D1752.

2.05 Concrete Mix Design

- A. Mix and deliver concrete in accordance with ASTM C94.
- B. Select proportions in accordance with ACI 301.
- C. Provide concrete in accordance with the following requirements:
 - a. Concrete Mixes

Concrete Mixes		
Class	Compressive Strength at 28 days, psi	Max. Water-Cement Ratio By Weight
Air-Entrained Concrete		
D	4,000	0.48

2. Air Content: Total air content (entrained and entrapped) for air-entrained concrete shall be in accordance with the following table:

Air Content	
Nominal Max. Size Aggregate	Air Content
3/4"	6% ± 1
1"	6% ± 1
1 1/2"	5% ± 1

3. In any mix, up to 20 percent of the cement (on a pound per pound basis) may be replaced with flyash.

D. Slump: 3 inches plus or minus 1 inch.

PART 3 - EXECUTION

3.01 Preparation for Concrete Placement

- A. Check grades and placement of forms.
- B. Remove debris, water, excess form oil etc. from forms.
- C. Verify that anchors, seats, plates, reinforcement, inlet castings, and other items to be cast into concrete are accurately placed, and anchored securely.
- D. Provide a minimum cover of 1-1/2 inch for reinforcing bars.
- E. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent.
- F. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert dowels and pack solid with non-shrink grout.

3.02 Delivery

- A. Deliver and discharge concrete within 90 minutes or before 300 drum revolutions, whichever comes first, after the addition of water to the cement.
- B. Do not add water to the mix after the initial introduction of water without the approval of the Engineer. If water is added at the jobsite, the concrete shall be mixed a minimum of 30 drum revolutions. Any water added shall not bring the total water in the mix to an amount above the specified water-cement ratio.

- C. The temperature of the concrete as delivered shall not exceed a temperature of 90°F.
- D. When the average of the highest and lowest temperature during the period from midnight to midnight is expected to drop below 40°F for more than three successive days, concrete shall be delivered to meet the following temperature immediately after placement:

Minimum Concrete Temperature	
Section Size	Min. Temperature
<12"	55°F
12"-36"	50°F
36"-72"	45°F
>72"	40°F

3.03 Placing Concrete

- A. Place concrete in accordance with ACI 318.
- B. Notify Engineer a minimum of 24 hours prior to concrete placement.
- C. Ensure reinforcement, inserts, embedded parts, formed expansion joints and contraction joints are not disturbed during concrete placement.
- D. Deposit concrete as close as practical to its final position. Do not drop concrete more than five feet vertically.
- E. Place concrete continuously between predetermined construction joints.
- F. Do not interrupt the placement. Do not permit cold joints.
- G. Thoroughly consolidate concrete by suitable means during placement. Thoroughly work concrete around reinforcement and embedded items and into corners of forms.

3.04 Joints

- A. Construction Joints: Joints that are placed at the end of a days work. In slabs they may be placed to permit movement and/or to transfer load.
- B. Expansion Joints: Joints that separate or isolate slabs from other parts of the structure such as walls, footings, columns, and equipment bases and drives and sidewalks from stairs, walls, light poles and other obstructions. Separate slabs on grade from vertical concrete surface with 1/2- inch preformed joint filler. Filler shall extend the full depth of the concrete with the top slightly lower than the concrete surface.
- C. Control Joints: Joints in slabs to create planes of weakness so that cracks will occur at desired locations.
 1. Provide joints to form panels or patterns as indicated on the Drawings. If joints are not shown, consult Engineer for joint placement.
 2. Inserts: Form 1/4 inch wide joints, one-fourth the depth of the slab thickness (one inch minimum) by inserting pre-molded hardboard or fiberboard strips into the fresh concrete. The top surface of the strip shall be flush with the slab surface. After concrete has cured for a minimum of seven days remove inserts and clean loose debris from the joints.
 3. Sawed Joints (Normal): Saw joints as soon after concrete is set sufficiently to preclude raveling during sawing and before shrinkage cracking takes place. Saw joints no later than 24 hours after concrete placement. Joints shall be 1/8 inch wide and one-fourth the slab thickness (one inch minimum).
 4. Sawed Joints (Early Entry): Saw joints using the "SOFF-CUT System" or equal. Cut as soon as the slab will support the weight of the saw and the operator (normally within two hours). Joints shall be 1/8 inch wide and ten percent of the slab thickness (depth shall be at least equal to the largest aggregate size).

3.05 Concrete Finishing

- A. Provide finish in accordance with ACI 301, Section 5.
- B. Unless indicated otherwise, provide a broom finish for concrete for sidewalk and exterior slabs.

Immediately after the concrete has been floated, give the surface a course scored texture using a broom.

3.06 Curing and Protection

- A. General:
 - 1. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
 - 2. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
 - 3. Cover concrete with polyethylene if rain is eminent.
 - 4. Cure concrete in accordance with ACI 308.
- B. Liquid Membrane-Forming Curing Compound (Curb and Gutter):
 - 1. Apply after finishing as soon as the free water on the surface has disappeared and no water sheen is visible, but not so late that the curing compound will be absorbed into the concrete.
 - 2. Apply at a uniform rate of 200 sq. ft. per gallon. When feasible, apply in two applications at right angles to each other with the second coat being applied within 30 minutes of the first.
 - 3. Coat edges within 30 minutes of form removal.
- C. Curing/Sealing Compound (Sidewalk):
 - 1. Cure and seal concrete with a uniform coating of membrane curing/sealing compound.
 - 2. Apply with sprayer in accordance with the manufacturer's printed instructions.
 - 3. Apply two coats at right angles to each other.
 - 4. Do not apply if the temperature of the concrete is less than 40°F.
 - 5. Protect concrete from all traffic for three days and from vehicular traffic for seven days.

3.07 Field Quality Control

- A. Sampling and testing shall be the responsibility of the Contractor. See Section 01 45 16 Testing Requirements.
- B. Provide free access to Work and cooperate with testing personnel.
- C. Four concrete test cylinders will be taken for every 75 or less cubic yards of each class of concrete placed in one day. Test cylinders will be lab cured. One test cylinder will be broken at 7 days, two at 28 days and one will be held.
- D. Engineer may require the casting additional test cylinders for field curing when cold or hot weather may affect curing.
- E. One slump test, one air test and concrete temperature will be taken for each set of test cylinders.
- F. Sampling and testing will be performed in accordance with the following:
 - 1. Concrete samples: ASTM C172.
 - 2. Test cylinders: ASTM C31.
 - 3. Slump tests: ASTM C143.
 - 4. Air test: ASTM C231.
- G. In addition to providing test results to the Engineer, provide the test results to the concrete supplier.

3.08 Patching

- A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Honeycomb, embedded debris, and tie holes are not acceptable.
- C. Patch imperfections in accordance with ACI 301, Section 5.

3.09 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 the Engineer.
END OF SECTION

SECTION 26 05 00

COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

- A. The electrical work included in all other divisions is the responsibility of the contractor performing the Division 26 work unless noted otherwise. The Contractor shall refer to other Divisions, and other Consultant's Drawings and Specifications, for additional work to be performed under Division 26. These include, but are not limited to: Civil, Architectural, Structural, etc.

1.01 Project Overview

- A. Work as described in these specifications, and the attached drawings. All labor and materials necessary to complete Electrical work as specified herein, and as illustrated on the Drawings.

1.02 Scope

- A. The work under this section includes basic electrical requirements, which are applicable to all Division 26 sections. This section includes information common to two or more technical specification sections or items that are of a general nature, not conveniently fitting into other technical sections. Included are the following topics:

1.03 Reference Standards

- A. Abbreviations of standards organizations referenced in this and other sections are as follows:

ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
EPA	Environmental Protection Agency
ETL	Electrical Testing Laboratories, Inc.
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
ISA	Instrument Society of America
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
UL	Underwriters Laboratories Inc.

1.04 Regulatory Requirements

- A. All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin State Electrical Code Volumes 1 and 2, the National Electrical Code (ANSI/NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, and present manufacturing standards (including NEMA).
- B. All Division 26 work shall be done under the direction of a currently certified State of Wisconsin Certified Master Electrician.

1.05 Quality Assurance

- A. Where equipment or accessories are used which differ in arrangement, configuration, dimensions, ratings, or engineering parameters from those indicated on the contract documents, the contractor is responsible for all costs involved in integrating the equipment or accessories into the system and the assigned space and for obtaining the performance from the system into which these items are placed.

- B. Manufacturer references used herein are intended to establish a level of quality and performance requirements unless more explicit restrictions are stated to apply.
- C. All materials, except medium voltage equipment and components, shall be listed by and shall bear the label of an approved electrical testing laboratory. If none of the approved electrical testing laboratories has published standards for a particular item, then other national independent testing standards, if available, applicable, and approved by A/E, shall apply and such items shall bear those labels. Where one of the approved electrical testing laboratories has an applicable system listing and label, the entire system, except for medium voltage equipment and components, shall be so labeled.

1.06 Protection of Finished Surfaces

- A. Furnish one can of touch-up paint for each different color factory finish furnished by the Contractor. Deliver touch-up paint with other "loose and detachable parts" as covered in the General Requirements.

1.07 Approved Electrical Testing Laboratories

- A. The following laboratories are approved for providing electrical product safety testing and listing services as required in these specifications:
 - Underwriters Laboratories Inc.
 - Electrical Testing Laboratories, Inc.

1.08 Sleeves and Openings

- A. Applicable provisions of Division 1 govern work under this Section.

1.09 Sealing and Firestopping

- A. Sealing and firestopping of sleeves/openings between conduits, wireways, troughs, etc. and the structural or partition opening shall be the responsibility of the contractor whose work penetrates the opening. The contractor responsible shall hire individuals skilled in such work to do the sealing and firestopping. These individuals hired shall normally and routinely be employed in the sealing and fireproofing occupation.

1.10 Work by Owner

- A. Systems not described in these contract documents will be by the Owner under separate contract.

1.11 Intent

- A. The Contractor shall furnish and install all the necessary materials, apparatus, and devices to complete the electrical equipment and systems installation herein specified, except such parts as are specifically exempted herein.
- B. If an item is either called for in the specifications or shown on the plans, it shall be considered sufficient for the inclusion of said item in this contract. If a conflict exists within the Specifications or exists within the Drawings, the Contractor shall furnish the item, system, or workmanship, which is the highest quality, largest, or most closely fits the A/E's intent (as determined by the A/E Project Manager). Refer to the General Conditions of the Contract for further clarification.
- C. It must be understood that the details and drawings are diagrammatic. The Contractor shall verify all dimensions at the site and be responsible for their accuracy.
- D. All sizes as given are minimum except as noted.
- E. Materials and labor shall be new (unless noted or stated otherwise), first class, and workmanlike, and shall be subject at all times to the A/E's inspections, tests and approval from the commencement until the acceptance of the completed work.

- F. Whenever a particular manufacturer's product is named, it is intended to establish a level of quality and performance requirements unless more explicit restrictions are stated to apply.

1.12 Omissions

- A. No later than ten (10) days before bid opening, the Contractor shall call the attention of the A/E to any materials or apparatus the Contractor believes to be inadequate and to any necessary items of work omitted.

1.13 Submittals

- A. Submit for all equipment and systems as indicated in the respective specification sections, marking each submittal with that specification section number. Mark general catalog sheets and drawings to indicate specific items being submitted and proper identification of equipment by name and/or number, as indicated in the contract documents. Failure to do this may result in the submittal(s) being returned to the Contractor for correction and resubmission. Failing to follow these instructions does not relieve the Contractor from the requirement of meeting the project schedule.
- B. On request from the A/E, the successful bidder shall furnish additional drawings, illustrations, catalog data, performance characteristics, etc.
- C. Submittals shall be grouped to include complete submittals of related systems, products, and accessories in a single submittal. Mark dimensions and values in units to match those specified. Include wiring diagrams of electrically powered equipment.
- D. The submittals must be approved before fabrication is authorized.
- E. Submit sufficient quantities of submittals to allow the following distribution:

Operating and Maintenance Manuals	2 copies
Owner	1 copy
A/E	2 copies
Field Office	1 copy

1.14 Project/Site Conditions

- A. Install Work in locations shown on Drawings, unless prevented by Project conditions.
- B. Prepare drawings showing proposed rearrangement of Work to meet Project conditions, including changes to Work specified in other Sections. Obtain permission of A/E before proceeding.
- C. Tools, materials and equipment shall be confined to areas designated by the Owner.

1.15 Work Sequence and Scheduling

- A. Install work in phases to accommodate Owner's occupancy requirements. During the construction period coordinate electrical schedule and operations with A/E's Construction Representatives.

1.16 Work by Other Trades

- A. Every attempt has been made to indicate in this trade's specifications and drawings all work required of this Contractor. However, there may be additional specific paragraphs in other trade specifications and addenda, and additional notes on drawings for other trades which pertain to this Trade's work, and thus those additional requirements are hereby made a part of these specifications and drawings.
- B. Electrical details on drawings for equipment to be provided by others is based on preliminary design data only. This Contractor shall lay out the electrical work and shall be responsible for its correctness to match equipment actually provided by others.

1.17 Offsite Storage

- A. If payment will be requested for approved offsite stored material, then the Contractor shall complete an "Off-site Storage Agreement" which is available from the A/E. Prior approval by A/E personnel for offsite storage will be needed. No material will be accepted for offsite storage unless submittals for the material have been approved.

1.18 Request and Certificate for Payment

- A. Within 10 days after Notice to Proceed, the successful bidder will submit to the A/E in a form prescribed below and by the General Conditions of the Contract, Scheduling and Coordination of Work, Reports, Records and Data, and Payments to Contractor, a cost breakdown of the proposed values for work performed which, if approved by the A/E, will become the basis for construction progress and monthly payments. The cost breakdown items shall reflect actual work progress stages as closely as feasible.
- B. In addition, if payment will be requested for approved off-site stored material, then that material shall be listed as a line item and the Contractor shall complete an "Off-site Storage Agreement" which is available from the A/E.

1.19 Certificates and Inspections

- A. Obtain and pay for all required State and/or Municipal installation inspections. Deliver originals of inspection reports to the Owner's Project Representative.

1.20 Operation and Maintenance Data

- A. All operations and maintenance data shall comply with the submission and content requirements specified under section GENERAL REQUIREMENTS.
- B. In addition to the general content specified under GENERAL REQUIREMENTS supply the following additional documentation:
 - 1. Manufacturer's wiring diagrams for electrically powered equipment.

1.20 Record Drawings

- A. The Contractor shall maintain at least one copy each of the specifications and drawings on the job site at all times.
- B. The A/E will provide the Contractor with a suitable set of contract drawings on which daily records of changes and deviations from contract shall be recorded. Dimensions and elevations on the record drawings shall locate all buried or concealed piping, conduit, or similar items.
- C. The daily record of changes shall be the responsibility of Contractor's field superintendent. No arbitrary mark-ups will be permitted.
- D. At completion of the project, the Contractor shall submit the marked-up record drawings to the A/E prior to final payment.

PART 2 - PRODUCTS

2.01 Identification

- A. See Electrical section 26 05 53 – Identification for Electrical Systems.

2.02 Sealing and Firestopping

- A. FIRE AND/OR SMOKE RATED PENETRATIONS:
- B. Manufacturers:
3M, STI/SpecSeal, Tremco, Hilti or approved equal.

- C. All firestopping systems shall be by the same manufacturer.
- D. Submittals:
Contractor shall submit product data for each firestop system. Submittals shall include product characteristics, performance and limitation criteria, test data, MSDS sheets, installation details and procedures for each method of installation applicable to this project. For non-standard conditions where no UL tested system exists, submit manufacturer's drawings for UL system with known performance for which an engineering judgement can be based upon.
- E. Product:
Firestop systems shall be UL listed or tested by an independent testing laboratory approved by the Department of Commerce.
- F. Use a product that has a rating not less than the rating of the wall or floor being penetrated. Reference architectural drawings for identification of fire and/or smoke rated walls and floors.
- G. Contractor shall use firestop putty, caulk sealant, intumescent wrapstrips, intumescent firestop collars, firestop mortar or a combination of these products to provide a UL listed system for each application required for this project. Provide mineral wool backing where specified in manufacturer's application detail.
- H. NON-RATED PENETRATIONS:

Conduit Penetrations Through Below Grade Walls:
In exterior wall openings below grade, use a modular mechanical type seal consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the uninsulated conduit and the cored opening or a water-stop type wall sleeve.
- I. Conduit Penetrations:
At conduit penetrations of non-rated interior partitions, floors and exterior walls above grade, use urethane caulk in annular space between conduit and sleeve, or the core drilled opening.

PART 3 - EXECUTION

3.01 Excavation and Backfill

- A. Perform all excavation and backfill work to accomplish indicated electrical systems installation in accordance with section 31 23 16.13 - Trenching. Blasting will not be allowed without written permission of the Owner and A/E.

3.02 Concrete Work

- A. The Division 3 Contractor will perform all cast-in-place concrete unless noted otherwise elsewhere. Provide all layout drawings, anchor bolts, metal shapes, and/or templates required to be cast into concrete or used to form concrete for the support of electrical equipment.

3.03 Cutting and Patching

- A. Refer to Division 1, General Requirements, Cutting and Patching.

3.04 Building Access

- A. Arrange for the necessary openings in the building to allow for admittance of all apparatus. When the building access was not previously arranged and must be provided by this contractor, restore any opening to its original condition after the apparatus has been brought into the building.

3.05 Equipment Access

- A. Install all piping, conduit, ductwork, and accessories to permit access to equipment for maintenance. Coordinate the exact location of wall and ceiling access panels and doors with the General Contractor, making sure that access is available for all equipment and specialties. Where access is required in plaster or drywall walls or ceilings, furnish the access doors to the General Contractor and reimburse the General Contractor for installation of those access doors.

3.06 Coordination

- A. The Contractor shall cooperate with other trades and Owner's personnel in locating work in a proper manner. Should it be necessary to raise or lower or move longitudinally any part of the electrical work to better fit the general installation, such work shall be done at no extra cost to the Owner, provided such decision is reached prior to actual installation. The Contractor shall check location of electrical outlets with respect to other installations before installing.
- B. The Contractor shall verify that all devices are compatible for the surfaces on which they will be used. This includes, but is not limited to light fixtures, panelboards, devices, etc. and recessed or semi-recessed heating units installed in/on architectural surfaces.
- C. Coordinate all work with other contractors prior to installation. Any installed work that is not coordinated and that interferes with other contractor's work shall be removed or relocated at the installing contractor's expense.

3.07 Sleeves

- A. Pipe sleeves for conduits 6" in diameter and smaller, in new poured concrete construction, shall be schedule 40 steel pipe, plastic removable sleeve or sheet metal sleeve, all cast in place.

3.08 Sealing

- A. When the opening is through a non-fire rated wall, floor, ceiling or roof the opening must be sealed using an approved type of material.
- B. Install escutcheons or floor/ceiling plates where conduit, penetrates non-fire rated surfaces in occupied spaces. Occupied spaces for this paragraph include only those rooms with finished ceilings and the penetration occurs below the ceiling.

3.09 Housekeeping and Clean Up

- A. The Contractor shall clean up and remove from the premises, on a daily basis, all debris and rubbish resulting from its work and shall repair all damage to new and existing equipment resulting from its work. When job is complete, this Contractor shall remove all tools, excess material and equipment, etc., from the site.

3.10 Owner Training

- A. Contractor to provide factory authorized representative and/or field personnel knowledgeable with the operations, maintenance and troubleshooting of the system and/or components defined within this section for a minimum period of 2 hours.

END OF SECTION

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLE

PART 1 - GENERAL

1.01 Scope

- A. The work under this section includes furnishing and installing required wiring and cabling systems including pulling, terminating and splicing.

1.02 References

- A. NFPA 70 - National Electrical Code.

1.03 Submittals

- A. Submit product data: Provide for each cable assembly type.
- B. Submit factory test reports: Indicate procedures and values obtained.
- C. Submit shop drawings for modular wiring system including layout of distribution devices, branch circuit conduit and cables, circuiting arrangement, and outlet devices.
- D. Submit manufacturer's installation instructions. Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.

1.04 Project Conditions

- A. Verify that field measurements are as shown on Drawings.
- B. Conductor sizes are based on copper.
- C. Wire and cable routing shown on Drawings is approximate unless dimensioned. Route wire and cable as required to meet project conditions.
- D. Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required.

PART 2 - PRODUCTS

2.01 General

- A. All wire shall be new, delivered to the site in unbroken cartons and shall be less than one year old out of manufacturer's stock.
- B. All conductors shall be copper.
- C. Insulation shall have a 600 volt rating.
- D. All conductors shall be stranded.

Stranded conductors may only be terminated with UL OR ETL Listed type terminations or methods: e.g. stranded conductors may not be wrapped around a terminal screw but must be terminated with a crimp type device or must be terminated in an approved back wired method.

2.02 Building Wire

- A. Description: Single conductor insulated wire.
- B. Insulation: Type THHN/THWN, XHHW-2 insulation for feeders and branch circuits.

2.03 Underground Wire for Exterior Work

- A. Description: Stranded single or multiple conductor insulated wire.
- B. Insulation: Type XHHW-2 or USE.
- C. This wiring shall be used in all underground applications, except when run in a concrete-encased ductbank.

2.04 Wiring Connectors

- A. Split Bolt Connectors: Not acceptable.
- B. Solderless Pressure Connectors: High copper alloy terminal. May be used only for cable termination to equipment pads or terminals. Not approved for splicing.
- C. Spring Wire Connectors: Solderless spring type pressure connector with insulating covers for copper wire splices and taps. Use for conductor sizes 10 AWG and smaller.
- D. All wire connectors used in underground or exterior pull boxes shall be gel filled twist connectors or a connector designed for damp and wet locations.
- E. Mechanical Connectors: Bolted type tin-plated; high conductivity copper alloy; spacer between conductors; beveled cable entrances.
- F. Compression (crimp) Connectors: Long barrel; seamless, tin-plated electrolytic copper tubing; internally beveled barrel ends. Connector shall be clearly marked with the wire size and type and proper number and location of crimps.

PART 3 - EXECUTION

3.01 General Wiring Methods

- A. All wire and cable shall be installed in conduit.
- B. Do not use wire smaller than 12 AWG for power and lighting circuits.
- C. All conductors shall be sized to prevent excessive voltage drop at rated circuit ampacity. As a minimum use 10 AWG conductor for 20 ampere, 120 volt branch circuit home runs longer than 100 feet (30 m).
- D. Make conductor lengths for parallel conductors equal.
- E. Splice only in junction or outlet boxes.
- F. No conductor less than 10 AWG shall be installed in exterior underground conduit.
- G. Identify ALL low voltage, 600v and lower, wire per section 26 05 53.
- H. Neatly train and lace wiring inside boxes, equipment, and panelboards.

3.02 Wiring Installation in Raceways

- A. Pull all conductors into a raceway at the same time. Use Listed wire pulling lubricant for pulling 4 AWG and larger wires and for other conditions when necessary.
- B. Install wire in raceway after interior of building has been physically protected from the weather and all mechanical work likely to injure conductors has been completed.
- C. Completely and thoroughly swab raceway system before installing conductors.

- D. Place all conductors of a given circuit (this includes phase wires, neutral (if any), and ground conductor) in the same raceway. If parallel phase and/or neutral wires are used, then place an equal number of phase and neutral conductors in same raceway or cable.

3.03 Wiring Connections and Terminations

- A. Splice only in accessible junction boxes.
- B. Wire splices and taps shall be made firm, and adequate to carry the full current rating of the respective wire without soldering and without perceptible temperature rise.
- C. All splices shall be so made that they have an electrical resistance not in excess of two feet (600 mm) of the conductor.
- D. Use solderless spring type pressure connectors with insulating covers for wire splices and taps, 10 AWG and smaller.
- E. Use mechanical or compression connectors for wire splices and taps, 8 AWG and larger. Tape uninsulated conductors and connectors with electrical tape to 150 percent of the insulation value of conductor.
- F. Thoroughly clean wires before installing lugs and connectors.
- G. At all splices and terminations, leave tails long enough to cut splice out and completely re-splice.

3.04 Field Quality Control

- A. Field inspection and testing will be performed under provisions of Section 26 05 04.

3.05 Wire Color

- A. General:
Solid colored insulation is required for all THHN/THWN-2 wire. For other wire types use colored wire or identify wire with colored tape at all terminals, splices and boxes. Wire shall be colored as indicated below.
- B. In existing facilities, use existing color scheme.
- C. In new facilities, use black and red for single phase circuits at 120/240 volts, use Phase A black, Phase B red, and Phase C blue, for circuits at 120/208 volts single or three phase, and use Phase A brown, Phase B orange, and Phase C yellow, for circuits at 277/480 volts single or three phase. Note: This includes fixture whips except for Listed whips mounted by the fixture manufacturer on the fixture and Listed as a System.
- D. Switch legs shall be the same color as their associated circuit, except for the second switch leg used for dual-level switching. The second switch leg shall be the next phase color, e.g. if the first switch leg is brown (277/480V phase A), the second switch leg shall be orange (277/480V phase B).

Traveler conductors run between 3 and 4 way switches shall be colored pink or purple.

- E. Neutral Conductors: White for 120/208V and 120/240V systems, Gray for 277/480V systems. Where there are two or more neutrals in one conduit, each shall be individually identified with a different stripe.
- F. Branch Circuit Conductors: Three or four wire home runs shall have each phase uniquely color coded.
- G. Feeder Circuit Conductors: Each phase shall be uniquely color coded.
- H. Ground Conductors: Green for 6 AWG and smaller. For 4 AWG and larger, identify with green colored wire, or with green tape at both ends and at all access points, such as panelboards, disconnects and junction boxes.

3.06 Branch Circuits

- A. The use of single-phase, multi-wire branch circuits with a common neutral is not permitted. All branch circuits shall be furnished and installed with an individual accompanying neutral, sized the same as the phase conductors.

END OF SECTION

SECTION 26 05 26

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 Scope

- A. The work under this section includes grounding electrodes and conductors, equipment grounding conductors, and bonding.

1.02 References

- A. NFPA 70 - National Electrical Code.
ANSI/IEEE 142 (Latest edition) - Recommended Practice for Grounding of Industrial and Commercial Power Systems.

1.03 Performance Requirements

- A. Grounding System Resistance: 2ohms maximum at building service entrance.
Provide test report of grounding system resistance in final O&M manuals.

1.04 Submittals

- A. Product Data: Provide data for grounding electrodes and connections.
- B. Test Reports: Indicate overall resistance to ground and resistance of each electrode.
- C. Manufacturer's Instructions: Include instructions for preparation, installation and examination of exothermic connectors.

1.05 Project Record Documents

- A. Accurately record actual locations of grounding electrodes.

1.06 Regulatory Requirements

- A. Conform to requirements of NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. or testing firm acceptable to authority having jurisdiction as suitable for purpose specified and shown.

PART 2 - PRODUCTS

2.01 Mechanical Connectors

- A. The mechanical connector bodies shall be manufactured from high strength, high conductivity cast copper alloy material. Bolts, nuts, washers and lockwashers shall be made of Silicon Bronze and supplied as a part of the connector body and shall be of the two bolt type.
- B. Split bolt connector types are NOT allowed. Exception: the use of split bolts is acceptable for grounding of wire-basket type cable tray, and for cable shields/straps of medium voltage cable.
- C. The connectors shall meet or exceed UL 467 and be clearly marked with the catalog number, conductor size and manufacturer.

2.02 Compression Connectors

- A. The compression connectors shall be manufactured from pure wrought copper. The conductivity of this material shall be no less than 99% by IACS standards.
- B. The connectors shall meet or exceed the performance requirements of IEEE 837, latest revision.
- C. The installation of the connectors shall be made with a compression, tool and die system, as recommended by the manufacturer of the connectors.
- D. The connectors shall be clearly marked with the manufacturer, catalog number, conductor size and the required compression tool settings.
- E. Each connector shall be factory filled with an oxide-inhibiting compound.

2.03 Wire

- A. Material: Stranded copper (aluminum not permitted).
- B. Grounding Electrode Conductor: Size as shown on drawings, specifications or as required by NFPA 70, whichever is larger.
- C. Feeder and Branch Circuit Equipment Ground: Size as shown on drawings, specifications or as required by NFPA 70, whichever is larger. Differentiate between the normal ground and the isolated ground when both are used on the same facility.

PART 3 - EXECUTION

3.01 Examination

- A. Verify that final backfill and compaction has been completed before driving rod electrodes.

3.02 General

- A. Install Products in accordance with manufacturer's instructions.
- B. Mechanical connections shall be accessible for inspection and checking. No insulation shall be installed over mechanical ground connections.
- C. Ground connection surfaces shall be cleaned and all connections shall be made so that it is impossible to move them.
- D. Attach grounds permanently before permanent building service is energized.
- E. All grounding electrode conductors shall be installed in PVC conduit, in exposed locations.

3.03 Less Than 600 Volt System Grounding

- A. Provide code sized copper grounding electrode conductor from secondary switchboard ground bus, to street side of water meter. Provide bonding jumper around water meter.
- B. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductor in raceways and cables, receptacle ground connectors, and plumbing systems.
- C. Equipment Grounding Conductor: Provide separate, insulated equipment grounding conductor within each raceway. Terminate each end on suitable lug, bus, enclosure or bushing. Provide a ground wire from each device to the respective enclosure.

3.04 Field Quality Control

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.

END OF SECTION

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SECTION 26 05 29

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 Scope

- A. The work under this sections includes conduit and equipment supports, straps, clamps, steel channel, etc, and fastening hardware for supporting electrical work.

1.02 Submittals

- A. Product Data: Provide data for support channel.

1.03 Quality Assurance

- A. Support systems shall be adequate for weight of equipment and conduit, including wiring which they carry.

PART 2 - PRODUCTS

2.01 Materials

- A. Support Channel: Steel, Galvanized, Enameled or other corrosion resistant.
- B. Hardware: Corrosion resistant.
- C. Minimum sized threaded rod for supports shall be 3/8" for trapezes and single conduits 1-1/4" and larger, and 1/4" for single conduits 1" and smaller.
- D. Conduit clamps, straps, supports, etc., shall be steel or malleable iron. One-hole straps shall be heavy duty type. All straps shall have steel or malleable backing plates when rigid steel conduit is installed on the interior or exterior surface of any exterior building wall.

PART 3 - EXECUTION

3.01 Installation

- A. Fasten hanger rods, conduit clamps, outlet, junction and pull boxes to building structure using pre-cast insert system, preset inserts, beam clamps, expansion anchors, or spring steel clips (interior metal stud walls only).
- B. Use toggle bolts or hollow wall fasteners in hollow masonry, plaster, or gypsum board partitions and walls; expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchors on concrete surfaces; sheet metal screws in sheet metal studs and wood screws in wood construction. If nail-in anchors are used, they must be removable type anchors.

Power-actuated fasteners and plastic wall anchors are not permitted.

- C. File and de-bur cut ends of support channel and spray paint with cold galvanized paint to prevent rusting.
- D. Do not fasten supports to piping, ductwork, mechanical equipment, cable tray or conduit. Do not fasten to suspended ceiling grid system.
- E. Do not drill structural steel members unless approved by Owner's Structural Engineer.
- F. Fabricate supports from galvanized structural steel or steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with spring lock washers under all nuts.

- G. Install surface-mounted cabinets and panelboards with minimum of four anchors. Provide steel channel supports to stand cabinet one inch (25 mm) off wall (7/8" Uni-strut is acceptable).
- H. Furnish and install all supports as required to fasten all electrical components required for the project, including free standing supports required for those items remotely mounted from the building structure, catwalks, walkways etc.

END OF SECTION

SECTION 26 05 33

RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 Scope

- A. The work under this section includes conduits, and boxes for electrical systems including wall and ceiling outlet boxes, and junction boxes.

1.02 Submittals

- A. Raceway, Boxes, Fittings, etc - provide product data showing configurations, finishes, dimensions, and manufacturer's instructions.

PART 2 - PRODUCTS

2.01 Rigid Metal Conduit and Fittings

- A. Conduit: Heavy wall, galvanized steel, schedule 40, threaded.
- B. Fittings and Conduit Bodies: Use all steel threaded fittings and conduit bodies.

2.02 Electrical Metallic Tubing (EMT) and Fittings

- A. Conduit: Steel, galvanized tubing.
- B. Fittings: All steel, compression, concrete tight. No set screw, push-on or indenter types permitted.

Conduit Bodies: All steel threaded conduit bodies.

2.03 Rigid Nonmetallic Conduit and Fittings

- A. Conduit: Schedule 40 PVC minimum, Listed, sunlight resistant, rated for 90° C conductors.
- B. Fittings and Conduit Bodies: NEMA TC 2, Listed.

2.04 Conduit Supports

- A. See section 26 05 29.

2.05 Outlet Boxes

- A. Sheet Metal Outlet Boxes: galvanized steel, with stamped knockouts.
- B. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 3/8 inch male fixture studs where required.
- C. Cast Boxes: Cast ferroalloy, or aluminum type deep type, gasketed cover, threaded hubs.

2.06 Pull and Junction Boxes

- A. Pull boxes and junction boxes shall be minimum 4 inch square (100 mm) by 2 1/8th inches (54 mm) deep for use with 1 inch (25 mm) conduit and smaller. On conduit systems using 1 1/4 inch (31.75 mm) conduit or larger, pull and junction boxes shall be sized per NEC but not less than 4 11/16 inch square (117 mm).
- B. Sheet Metal Boxes: code gauge galvanized steel, screw covers, flanged and spot welded joints and corners.

- C. Sheet Metal Boxes Larger Than 12 Inches (300 mm) in any dimension shall have a hinged cover or a chain installed between box and cover.
- D. Cast Metal Boxes for Outdoor and Wet Location Installations: Type 4 and Type 6, flat-flanged, surface-mounted junction box, UL listed as raintight. Galvanized cast iron or aluminum box and cover with ground flange, neoprene gasket, and stainless steel cover screws.
- E. Box extensions and adjacent boxes within 48" of each other are not allowed for the purpose of creating more wire capacity.
- F. Junction boxes 6" x 6" or larger size shall be without stamped knock-outs.
- G. Wireways shall not be used in lieu of junction boxes.

2.07 General

- A. All steel fittings and conduit bodies shall be galvanized.
- B. No cast metal, or split-gland type fittings permitted.
- C. Mogul-type condulets larger than 2 inch (50 mm) not permitted except as approved or detailed.
- D. All conduit covers must be fastened to the conduit body with screws and be of the same manufacture.
- E. Wireways, gutters and c-condulets shall not be used in lieu of pull boxes and condulets.
- F. All boxes shall be of sufficient size to provide free space for all conductors enclosed in the box and shall comply with NEC requirements.

PART 3 - EXECUTION

3.01 Conduit Sizing, Arrangement, and Support

- A. EMT is permitted to be used in sizes 4" (50 mm) and smaller for power systems. See CONDUIT INSTALLATION SCHEDULE below for other limitations for EMT and other types of conduit.
- B. Size power conductor raceways for conductor type installed. Conduit size shall be 1/2 inch (13 mm) minimum except **all homerun conduits shall be 3/4"**, or as specified elsewhere. **Caution: Per the NEC, the allowable conductor ampacity is reduced when more than three current-carrying conductors are installed in a raceway. Contractor must take the NEC ampacity adjustment factors into account when sizing the raceway and wiring system.**
- C. Arrange conduit to maintain headroom and present a neat appearance.
- D. Route exposed conduit parallel and perpendicular to walls and structure.
- E. Arrange conduit supports to prevent distortion of alignment by wire pulling operations. Fasten conduit using galvanized pipe straps, conduit racks (lay-in adjustable hangers), clevis hangers, or bolted split stamped galvanized hangers.
- F. Group conduit in parallel runs where practical.
- G. Do not fasten conduit with wire or perforated pipe straps. Before conductors are pulled, remove all wire used for temporary conduit support during construction.
- H. Support and fasten metal conduit at a maximum of 8 feet (2.4 m) on center.

- I. In general, all conduit shall be concealed except where noted on the drawings or approved by the Architect/Engineer. Contractor shall verify with Architect/Engineer all surface conduit installations.
- J. Changes in direction shall be made with symmetrical bends, cast steel boxes, stamped metal boxes or cast steel conduit bodies.
- K. No continuous conduit run shall exceed 100 feet (30 meters) without a junction box.
- L. All conduits installed in exposed areas shall be installed with a box offset before entering box.

3.03 Conduit Installation

- A. Cut conduit square; de-burr cut ends.
- B. Conduit shall not be fastened to the corrugated metal roof deck.
- C. Bring conduit to the shoulder of fittings and couplings and fasten securely.
- D. Use conduit hubs for fastening conduit to cast boxes. Use sealing locknuts or conduit hubs for fastening conduit to sheet metal boxes in damp or wet locations.
- E. All conduit terminations (except for terminations into conduit bodies) shall use conduit hubs, or connectors with one locknut, or shall use double locknuts (one each side of box wall) and insulated bushing. Provide bushings for the ends of all conduit not terminated in box walls. Refer to Section 26 05 26 – Grounding and Bonding for Electrical Systems for grounding bushing requirements.
- F. Install no more than the equivalent of three 90 degree bends between boxes.
- G. Use hydraulic one-shot conduit bender or factory elbows for bends in conduit larger than 2 inch (50 mm) size unless sweep elbows are required.
- H. Conduit shall be bent according to manufacturers recommendations. Torches or open flame shall not be used to aid in bend of PVC conduit.
- I. Use suitable conduit caps or other approved seals to protect installed conduit against entrance of dirt and moisture.
- J. Provide 1/8 inch (3 mm) nylon pull string in empty conduit, except sleeves and nipples.
- K. Install expansion-deflection joints where conduit crosses building expansion joints. Note: expansion-deflection joints are not required where conduit crosses building control joints if the control joint does not act as an expansion joint. Install expansion fitting in PVC conduit runs as recommended by the manufacturer.
- L. Avoid moisture traps where possible. Where moisture traps are unavoidable, provide junction boxes with drain fittings at conduit low points.
- M. Conduit is not permitted in any slab topping of two inches (50 mm) or less.
- N. Ground and bond conduit under provisions of Section 26 05 26.
- O. PVC conduit shall transition to galvanized rigid metal conduit before it enters a concrete foundation, wall (where exposed) or up through a concrete slab, unless noted otherwise.
- P. Identify conduit under provisions of Section 26 05 53.
- Q. All conduit installed underground (exterior to building) shall be buried a minimum of 24” below finished grade, whether or not the conduit is concrete encased.
- R. PVC conduit shall be cleaned with solvent, and dried before application of glue. The temperature rating of glue/cement shall match weather condition. Apply full even coat of

cement/glue to entire area that will be inserted into fitting. The entire installation shall meet manufacturers recommendations.

3.04 Conduit Installation Schedule

- A. Conduit other than that specified below for specific applications shall not be used.
- B. Underground Installations Within Five Feet (1.5 m) of Foundation Wall: Rigid steel conduit.
- C. Underground Installations More than Five Feet (1.5 m) From Foundation Wall: Rigid steel conduit. Schedule 40 PVC conduit.
- D. Under Slab on Grade Installations: Schedule 40 PVC conduit.
- E. Exposed Outdoor Locations: Rigid steel conduit.
- F. Concealed in Concrete and Block Walls: Rigid steel conduit. Electrical metallic tubing. Schedule 40 PVC conduit.
- G. Wet Interior Locations: Rigid steel conduit.
- H. Exposed Damp Interior Locations: Rigid steel conduit. Electrical metallic tubing.
- I. Light fixtures: Direct box or conduit connection for surface mounted fixtures.

3.05 Coordination of Box Locations

- A. Provide electrical boxes as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and code compliance.
- B. Electrical box locations shown on Contract Drawings are approximate unless dimensioned. Verify location of floor boxes and outlets in offices and work areas prior to rough-in.
- C. No outlet, junction, or pull boxes shall be located where it will be obstructed by other equipment.
- D. Boxes shall not be fastened to the metal roof deck.
- E. It shall be the Contractor's responsibility to study drawings pertaining to other trades, to discuss location of outlets with workmen installing other piping and equipment and to fit all electrical outlets to job conditions.
- F. In case of any question or argument over the location of an outlet, the Contractor shall refer the matter to the Architect/Engineer and install outlet as instructed by the Architect/Engineer.
- G. The proper location of each outlet is considered a part of this contract and no additional compensation will be paid to the Contractor for moving outlets which were improperly located.
- H. Locate and install boxes to allow access to them. Where installation is inaccessible, coordinate locations and provide 18 inch (450 mm) by 24 inch (600 mm) access doors.
- I. Locate and install to maintain headroom and to present a neat appearance.

3.06 Outlet Box Installation

- A. Power:
Recessed (1/4" maximum) outlet boxes in masonry, concrete or tile construction shall be minimum 4 inch square, with device rings. Device covers shall be square-cut except rounded corner plaster rings are allowed in drywall applications. Angle cut plaster rings are not permitted. Coordinate masonry cutting to achieve neat openings for boxes.

- B. Provide knockout closures for unused openings.
- C. Support boxes independently of conduit except for cast boxes that are connected to two rigid metal conduits, both supported within 12 inches (300 mm) of box.
- D. Use multiple-gang boxes where more than one device are mounted together; do not use sectional boxes.
- E. Coordinate mounting heights and locations of outlets.
- F. Ceiling outlets shall be 4 inch square, minimum 2-1/8 inch (54 mm) deep except that concrete boxes and plates will be approved where applicable.
- G. Provide recessed outlet boxes in finished areas; secure boxes to interior wall, accurately positioning to allow for surface finish thickness.
- H. Provide cast ferroalloy or aluminum outlet boxes in exterior and wet locations.
- I. Surface wall outlets shall be 4 inch (100 mm) square with raised covers for one and two gang requirements. For three gang or larger requirements, use gang boxes with non-overlapping covers.

3.07 Pull and Junction Box Installation

- A. Support pull and junction boxes independent of conduit.

END OF SECTION

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SECTION 26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 Scope

- A. The work under this section includes the products and execution requirements relating to labeling of power, lighting, general wiring. Further, this section includes labeling of all terminations and related sub-systems, including but not limited to nameplates, and stenciling.

1.02 Submittals

- A. Include schedule for nameplates and stenciling.
- B. Prior to installation, the Contractor shall provide samples of all label types planned for the project. These samples shall include examples of the lettering to be used. Samples shall be mounted on 8 1/2" x 11" sheets annotated, explaining their purposed use.

PART 2 - PRODUCTS

2.01 Materials

- A. Labels: All labels shall be permanent, and machine generated. NO HANDWRITTEN OR NON-PERMANENT LABELS ARE ALLOWED. Exception: back side of device plates and junction boxes may use handwritten, legible labeling on box covers, unless specifically prohibited by other specification sections.
- B. Cable label size shall be appropriate for the conductor or cable size(s), outlet faceplate layout and patch panel design. All labels shall be self-laminating, white/transparent vinyl and be wrapped around the cable or sheath. Labels for power conductors (600V and lower) shall be cloth-type. Flag type labels are not allowed. The labels shall be of adequate size to accommodate the circumference of the cable being labeled and properly self-laminate over the full extent of the printed area of the label.
- C. Nameplates: Engraved three-layer laminated plastic, black letters on a white background.
- D. Tape (phase identification only): Scotch #35 tape in appropriate colors for system voltage and phase.
- E. Adhesive type labels not permitted except for phase and wire identification. Machine generated adhesive labels shall be permitted for device plates, 4-11/16" and smaller junction boxes, Fire alarm and control devices.

PART 3 - EXECUTION

3.01 General

- A. All branch circuit and power panels must be identified with the same symbol used in circuit directory in main distribution center.
- B. Clean all surfaces before attaching labels with the label manufacturer's recommended cleaning agent.
- C. Install all labels firmly as recommended by the label manufacturer.
- D. Labels shall be installed plumb and neatly on all equipment.
- E. Install nameplates parallel to equipment lines.

- F. Secure nameplates to equipment fronts using screws, rivets or manufacturer approved adhesive or cement.
- G. Embossed tape will not be permitted for any application.

3.02 Junction and Pullbox Identification

- A. The following junction and pullboxes shall be identified utilizing spray painted covers:

<u>System</u>	<u>Color(s)</u>
Secondary Power – 277/480V	Brown
Secondary Power – 208Y/120V, 240/120V	White

- B. Provide circuit numbers, and source panel designations for power wiring. Other system shall be identified as shown on details or approved shop drawings. Temperature control shall identify the source.

3.03 Power and Control Wire Identification

- A. Provide wire markers on each conductor in panelboard gutters, pull boxes, outlet and junction boxes, and at load connection. Identify with branch circuit or feeder number for power and lighting circuits, and with control wire number as indicated on schematic and interconnection diagrams or equipment manufacturer's shop drawings for control wiring.
- B. All wiring shall be labeled within 2 to 4 inches of terminations. Each end of a wire or cable shall be labeled as soon as it is terminated including wiring used for temporary purposes.

3.04 Wiring Device Identification

- A. Wall switches, receptacles, device plates, box covers, and photocells shall be identified with circuit numbers and source. Use machine-generated labels, or neatly hand-written permanent marker.

3.05 Nameplate Engraving

- A. Provide nameplates of minimum letter height as scheduled below.
- B. Panelboards: 1 inch (25 mm); identify equipment designation. 1/2 inch (13 mm); identify voltage rating, source and room location of the source.
- C. Equipment Enclosures: 1 inch (25 mm); identify equipment designation.
- D. Junction boxes: 1 inch (25 mm); identify system source(s) and load(s) served. Junction boxes may be neatly identified using a permanent marker.

3.06 Panelboard Directories

- A. Typed directories for panels must be covered with clear plastic, have a metal frame. Room number on directories shall be Owner's numbers, not Plan numbers unless Owner so specifies.

END OF SECTION

SECTION 26 24 16

PANELBOARDS

PART 1 - GENERAL

1.01 Scope

- A. The work under this section includes main, distribution and branch circuit panelboards.

1.02 Submittals

- A. Include outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, and circuit breaker arrangement and sizes.

1.03 Operation and Maintenance Data

- A. All operations and maintenance data shall comply with the submission and content requirements specified under section GENERAL REQUIREMENTS.

1.04 Spare Parts

- A. Keys: Furnish 2 keys for each panelboard to Owner.

PART 2 - PRODUCTS

2.01 Main and Distribution Panelboards

- A. Panelboards: Circuit breaker type.
- B. Enclosure: NEMA Type 1 or 3R as applicable. Minimum cabinet size: 5-3/4 inches (144 mm) deep; 20 inches (508 mm) wide, with 5" minimum gutter space top and bottom. Constructed of galvanized code gauge steel.
- C. Provide cabinet front with hinged door with flush lock. Front cover shall be hinged to allow access to wiring gutters without removal of panel trim. Hinged trim shall be held in place with screw fasteners. Finish in manufacturer's standard gray enamel.
- D. Provide metal directory holders with clear plastic covers.
- E. Provide panelboards with copper bus (phase buses, bus fingers, etc.), ratings as scheduled on Drawings. Provide ground bars in all panelboards. Neutral and ground bars can be dual rated ALCU9. All spaces shall have bus fully extended and drilled for the future installation of breakers.
- F. Minimum System (i.e. individual component) Short Circuit Rating: As shown on the Drawings.
- G. Molded Case Circuit Breakers: Provide circuit breakers with integral thermal and instantaneous magnetic trip in each pole. Provide circuit breakers UL listed as Type HACR for air conditioning equipment branch circuits.
- H. Circuit breakers shall be bolt-on type with common trip handle for all poles. No handle ties of any sort will be approved.

2.02 Branch Circuit Panelboards

- A. Lighting and Appliance Branch Circuit Panelboards: Circuit breaker type.
- B. Enclosure: NEMA Type 1 or 3R as applicable. Minimum cabinet size: 5-3/4 inches (144 mm) deep; 20 inches (508 mm) wide with 5" minimum gutter space top and bottom. Constructed of galvanized code gauge steel. Panel enclosure (back box) shall be of non-stamped type (without KO's) to avoid concentric break out problem.

- C. Provide flush or surface cabinet front, as indicated on drawings, with concealed trim clamps, concealed hinge and flush cylinder lock all keyed alike. Front cover shall be hinged to allow access to wiring gutters without removal of panel trim. Hinged trim shall be held in place with screw fasteners. Finish in manufacturer's standard gray enamel.
- D. Provide metal directory holders with clear plastic covers.
- E. Provide panelboards with copper bus (phase buses, bus fingers, etc.), ratings as scheduled on Drawings. Provide ground bars in all panelboards. Neutral and ground bars can be dual rated ALCU9. All spaces shall have bus fully extended and drilled for the future installation of breakers.
- F. Minimum System (i.e. individual component) Short Circuit Rating: As shown on the Drawings.
- G. Molded Case Circuit Breakers: Bolt-on type thermal magnetic trip circuit breakers. Provide UL Class A ground fault interrupter circuit breakers where shown on Drawings. Provide circuit breakers UL listed as Type HACR for air conditioning equipment branch circuits.
- H. Do not use tandem circuit breakers.
- I. Circuit breakers shall be bolt-on type with common trip handle for all poles. No handle ties of any sort will be approved.
- J. All of the panelboards provided under this section shall be by the same manufacturer.

PART 3 - EXECUTION

3.01 Installation

- A. See section 26 05 29 for support requirements.
- B. Install panelboards plumb with wall finishes.
- C. Height: 6 ft (2 m) to top.
- D. Install a crimp type stud termination to stranded conductor when terminating on circuit breakers without a captive assembly rated for terminating stranded conductors.
- E. Provide filler plates for unused spaces in panelboards.
- F. See section 26 05 53 for identification requirements. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes required to balance phase loads.
- G. Stub three (3) empty 3/4" conduits to accessible location above ceiling or below floor out of each recessed panelboard. Cap these conduits to prevent material from entering them.

3.02 Field Quality Control

- A. The Contractor shall circuit the panelboards as shown on the drawings. Measure steady state load currents at each panelboard feeder. Should the difference at any panelboard between phases exceed 10 percent, rearrange circuits in the panelboard to balance the phase loads within 10 percent.
- B. Visual and Mechanical Inspection: Inspect for physical damage, proper alignment, anchorage, and grounding. Check proper installation and tightness of connections.

END OF SECTION

SECTION 26 27 26

WIRING DEVICES

PART 1 - GENERAL

1.01 Scope

- A. The work under this section includes receptacles, device plates and box covers.

1.02 Submittals

- A. Provide product data showing model numbers, configurations, finishes, dimensions, and manufacturer's instructions.

1.03 Operation and Maintenance Data

- A. All operations and maintenance data shall comply with the submission and content requirements specified under section GENERAL REQUIREMENTS.

PART 2 - PRODUCTS

2.01 Receptacles

- A. GFCI Receptacles: Duplex convenience receptacle, Specification Grade, with integral ground fault current interrupter meeting the requirements of UL standard 943 Class A and UL standard 498. GFCI receptacles shall be Leviton model 8899, Hubbell model GRF5352, Pass & Seymour model 2095 or approved equal.
- B. Generally, all receptacles shall be duplex type unless otherwise noted.
- C. All receptacles installed in outdoor locations and in other damp or wet locations shall be WR, TR, and GFCI type.

2.03 Device Plates and Box Covers

- A. Weatherproof Cover Plate: Gasketed metal with in-use type hinged device covers.

PART 3 - EXECUTION

3.01 Installation

- A. Install wall switches 42 inches above floor, or as specified on drawings, OFF position down.
- B. Install convenience receptacles 36 inches above floor, or as specified on drawings.
- C. Install devices and wall plates flush and level.
- D. Receptacles shall have a bonding conductor from grounding terminal to the metal conduit system. Self-grounding receptacles using mounting screws as bonding means are not approved.

3.02 Field Quality Control

- A. Inspect each wiring device for defects.
- B. Operate each wall switch with circuit energized and verify proper operation.
- C. Verify that each receptacle device is energized.
- D. Test each receptacle device for proper polarity.

- E. Test each GFCI receptacle device for proper operation.
- F. The Owner's Representative and A/E personnel reserve the right to be present at all tests.

3.03 Adjusting

- A. Adjust devices and wall plates to be flush and level.
- B. Mark all conductors with the panel and circuit number serving the device with a machine generated label, at the device, and on the device cover.

END OF SECTION

SECTION 26 28 30

ELECTRIC VEHICLE CHARGING STATIONS

PART 1 GENERAL

1.01 Scope

- A. Electric Vehicle Charging Stations, including all accessories.

1.02 Related Work

- A. Applicable provisions of Division 1 govern work under this Section.

1.03 Submittals

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
 2. Storage and handling requirements and recommendations.
 3. Installation methods.
- B. Shop Drawings: Indicate area layout, equipment locations, details of assembly and anchorage.
- C. Operation and Maintenance Data: For entire system.

1.04 Quality Assurance

- A. Manufacturer Qualifications: A company with not less than 5 years of experience in manufacturing components of the type required for this project.
- B. Regulatory Requirements: Provide UL listed equipment and controls.

1.05 Delivery, Storage, and Handling

- A. Deliver and store products as recommended by manufacturer until installation.

1.06 Warranty

- A. Warranty: Provide manufacturer's standard warranty.

PART 2 PRODUCTS

2.01 Manufacturers

- A. Acceptable Manufacturer: ChargePoint, Inc., 240 East Hacienda Ave., Campbell, CA 95008; Toll Free Tel: 877-370-3802; Tel: 408-370-3802; Email: sales@chargepoint.com; Web: www.chargepoint.com
- B. Substitutions: **No equipment substitution will be considered unless a written request has been submitted to the Engineer for "conditional approval" at least ten (10) calendar days prior to the date set for receipt of bids. Equipment submitted after this date will be rejected.**

Each such request shall include the following:

- A complete description of the proposed equipment for which the proposed substitute is being submitted.

- Equipment cut sheets, clearly indicating the Manufacturer, Catalog Number, and all components and accessories.
- Additional information may be requested by the Engineer.

The decision regarding “conditional approval” shall be at the sole discretion of the Engineer. If the Engineer grants “conditional approval”, such approval shall not be considered official until it is set forth in an Addendum. The Engineer’s “conditional approval” of substitutions is based on a cursory review, and shall not be interpreted as a formal submittal as required under other Articles or Sections of the Contract Documents.

2.02 Pedestal Mount Charging Stations

- A. Model CPF50 Standard Level 2, Two Station charging unit with overhead cable management system and 18’ cables.
1. Input: 50A (each station).
 2. Output: 12kW (each station).
 3. Voltage: 208/240V, 1Ph, 3W, 60 Hz.
 4. Safety Features:
 - a. Short Circuit Rating: 6kV at 3,000A.
 - b. Over Current Disconnect: 50A at 240 VAC.
 - c. Surge Protection: 6KV at 3000A.
 - d. Ground Fault Detection: Internal 20 mA CCID with auto retry.
 - e. Open Ground Detection: Continuously monitors presence of ground connection.
 - f. Plug-Out Detection: Power Terminated per SAE J1772 specifications.
 5. Compliance:
 - a. Safety: UL and C-UL listed; complies with UL2594, UL2231-1, UL2231-2. NEC Article 625 compliant.
 6. Environmental:
 - a. Operating Temperature: -40 to +122 F (-40 C to +50 C) ambient.
 - b. Operating Humidity: Up to 95% @ +122 F (+50 C) non-condensing.
 - c. NEMA Rating: 3R per UL 50E.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that required utilities are properly sized and in correct locations.
- B. Verify that substrates are in proper condition to receive work of this section. Do not begin installation until substrates have been properly prepared.
- C. If substrate preparation is the responsibility of another installer, notify Engineer of unsatisfactory preparation before proceeding

3.02 INSTALLATION

- A. Install units and accessories in accordance with approved shop drawings and manufacturer's printed instructions. Test for proper operation. Install in proper relationship with adjacent construction.

3.03 CLEANING AND PROTECTION

- A. Clean soiled surfaces in accordance with manufacturer's instructions.
- B. Protect components from damage until completion of project.

C. Touch-up, repair or replace damaged products after Substantial Completion

END OF SECTION

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SECTION 31 22 00

SITE PREPARATION AND EARTHWORK

PART 1 - GENERAL

1.01 Section Includes

- A. Clearing site of debris, grass, trees and other plant life in preparation for construction.
- B. Protection of existing structures, trees or vegetation to remain.
- C. Stripping of topsoil from areas to be incorporated into the work.
- D. Excavation, filling and compaction for site grading and paved surface subgrade preparation.

1.02 Related Sections

- A. Section 01 45 16 – Testing Requirements.

1.03 References

- A. ASTM D 1557 - Standard Test Methods Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
- B. ASTM D2487 - Classification of Soils for Engineering Purposes.
- C. ASTM D2922 - Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- D. ASTM D3017 - Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.04 Submittals

- A. Submit compaction test reports.

PART 2 - PRODUCTS

2.01 Materials

- A. Common Fill: On-site or off-site natural soil free from organic matter, debris, vegetation, stones larger than 6" and frozen material and classified in ASTM D2487 as follows:
 - GW - Well-graded gravels, gravel-sand mixtures, little or no fines.
 - GP - Poorly-graded gravels, gravel-sand mixtures, little or no fines.
 - GM - Silty gravels, gravel-sand-silt mixtures.
 - GC - Clayey gravels, gravel-sand-clay mixtures.
 - SW - Well-graded sands, gravelly sands, little or no fines.
 - SP - Poorly-graded sands, gravelly sands, little or no fines.
 - SM - Silty sands, sand-silt mixture.
 - SC - Clayey sands, sand-clay mixtures.
 - ML - Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity.
 - CL - Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
- B. Breaker Run: Crushed stone meeting the following gradation:

5-Inch Breaker Run	
Sieve Size	% Passing by Weight
5 inch	90 - 100
1-1/2 inch	20 - 50
No. 10	0 - 10

3-Inch Breaker Run	
Sieve Size	% Passing by Weight
3 inch	90 - 100
1-1/2 inch	60 - 85
3/4 inch	40 - 65
No. 4	15 - 40
No. 10	10 - 30
No. 40	5 - 20
No. 200	2 - 12

- C. Geotextile: A geotextile fabric woven from polyester or polypropylene. The geotextile shall be insect, rodent, mildew, rot, and UV resistant. The geotextile shall have the following minimum requirements:

Geotextile Properties		
Property	Test Method	Requirement*
Grab Tensile Strength, lbs.	ASTM D4632	200
Elongation, %	ASTM D4632	15
Puncture, lbs.	ASTM D4833	120
Trapezoidal Tear, lbs.	ASTM D4533	80

*Minimum average roll value

Mirafi 500X, TenCate Geosynthetics; 80EX, Thrace-LINQ, Inc; Soiltex ST205N, Geo-Synthetics, Inc. or equal.

PART 3 - EXECUTION

3.01 Protection

- A. Locate and identify existing utilities that are to remain and protect them from damage.
- B. Protect trees, plants, structures, site improvements and features designated to remain.
- C. Protect bench marks, property corners and other survey monuments from damage or displacement.

3.02 Clearing

- A. Clear area within the clearing limits shown on the Drawings. If no clearing limits are shown, clear five feet outside of the grading limits, but not beyond project property boundaries.
- B. Remove trees, saplings, shrubs, bushes, vines and undergrowth within the clearing limits to the height above ground as follows:
 1. Trees over six inch diameter; six inches.
 2. Trees, shrubs and bushes under six inch diameter; three inches.
 3. Vines and undergrowth; two inches.

3.03 Grubbing

- A. Remove all stumps, main root balls and root systems to the minimum depths indicated:
 1. Beneath footings: 18 inches.
 2. Beneath paved roads, parking areas and walks: 24 inches below sub-grade.
 3. Beneath turf: 12 inches.
 4. In fill areas: 12 inches.

3.04 Topsoil Excavation

- A. Cut heavy growths of grass from areas to be stripped.
- B. Strip topsoil from all areas to be excavated, regraded or landscaped to a depth that prevents the intermingling of the topsoil with the subsoil.
- C. Topsoil is defined as surficial soil containing organic matter that sustains plant life.

- D. Stockpile the stripped topsoil on the site for reuse. If stockpile location is not shown on the Drawings, coordinate the location with the Engineer.
- E. Provide erosion protection for all stockpiled topsoil.

3.05 Pavement Removal

- A. Remove existing pavement and dispose of off-site. Removal of pavement will be considered incidental to the work unless indicated otherwise.
- B. Provide a straight, clean, vertical saw cut joint between pavement being removed and pavement to remain. Use power saw for cutting. Steel disk cutters mounted on power shovel bucket are not acceptable.

3.06 Lines and Grade

- A. Streets
 1. Construct the finish subgrade to the line, grade, and cross section as shown on the Drawings.
 2. The Engineer will provide grade stakes at a minimum distance of 50 feet along the centerline. Provide Engineer with a minimum of 48 hours notice of the need for grade stakes.
 3. Contractor may use slope meters or GPS type controls on machines for grade control. However, the contractor is responsible for verifying the finish grade elevations with a level at a minimum of every 50 feet along the centerline.
- B. Site Grading
 1. Construct the finish subgrade to contours shown on the Drawings.
 2. The Engineer will provide grade stakes as appropriate for the Work.
 3. Contractor may use slope meters or GPS type controls on machines for grade control. However, the contractor is responsible for verifying the finish grade elevations.

3.07 Grading and Subgrade Preparation

- A. Cut and fill to the required grades and cross section and contours.
- B. Scarify surface of cut areas and compact to the degree required for subsequent backfill.
- C. Place fill material in continuous layers not exceeding 8" compacted thickness.
- D. For proposed streets and parking lots, roll the surface with a steel drum roller to provide a relatively impervious surface where additional filling or excavation is necessary or placement of base course will be delayed.
- E. Maintain surface drainage during construction.
- F. Remove excess material from site. If borrow is needed, provide material meeting requirements of 2.01 for common fill.
- G. Grading contractor shall grade roads and other surfaces to be paved to rough subgrade elevation prior to installation of utilities. After utility installation, the grading contractor shall grade to finish subgrade elevation.
- H. Prior to placement of topsoil, areas that have been compacted by construction traffic shall be scarified to a minimum depth of 12 inches using a chisel plow or ripper arms on a dozer. Scarifying shall be performed along the contour.

3.08 Compaction

- A. Adjust moisture content of fill material to accomplish the required degree of compaction.
- B. Use a sheepfoot roller for cohesive soils and a smooth drum vibratory roller for granular soils.
- C. Compact to the percent of maximum dry density as listed below in accordance with ASTM D1557.

Compaction Requirements		
Area	Cohesive Soils	Granular Soils
Beneath Turf	85%	85%
Beneath Walks & Curbs	90%	95%
Beneath Paving	90%	95%
Building Pad Area	90%	95%
Storm Water/Treatment Pond Berms	90%	95%

3.09 Proof Rolling

- A. Proof roll the finished pavement subgrade in the presence of the Engineer. Provide 24-hour notice to the Engineer as to when the proof-rolling will be performed.
- B. Prior to proof rolling, the entire roadway subgrade shall have a relatively smooth surface, suitable for observing soil reaction during proof rolling.
- C. Provide a loaded tri-axle dump truck with a minimum gross weight of 30 tons.
- D. Proof rolling shall be accomplished in a series of traverses parallel to the centerline of the street or parking area. The truck shall traverse the length of the street or parking area once for each 12 feet of width. Additional passes may be directed by the Engineer.
- E. Soft areas, yielding areas, cracked areas, or areas where rolling or wave action is observed shall be considered indicative of unsatisfactory subgrade. Such areas shall be undercut, replaced with suitable fill material, and recompacted.
- F. Once the subgrade has been proof rolled and approved, protect the soils from becoming saturated, frozen, or adversely affected.

3.10 Subgrade Stabilization

- A. If ordered by the Engineer or if indicated in the Contract Documents, subgrade material that cannot be adequately compacted shall be removed and replaced with breaker run material and/or geotextile.
- B. The depth of the undercut, breaker run size, and/or geotextile requirement will be at the discretion of the Engineer.
- C. Unless otherwise indicated within the contract documents, subgrade stabilization with breaker run material will be paid for by the in-place cubic yard including excavation, furnishing and placement of breaker run material, and disposal of undercut material.

3.11 Geotextile Placement

- A. Clear area of sharp objects, stumps, and large stones that would puncture geotextile.
- B. Roll geotextile onto the subgrade by hand in the longitudinal direction. Overlap adjacent strips two feet.
- C. Back-dump aggregate onto the geotextile beginning at a point just before the fabric and on firm soil. No vehicular traffic will be allowed directly on the geotextile. Spread the aggregate with a bulldozer. The first lift shall be as thick as possible to prevent over-stressing of the subgrade.
- D. Take care during aggregate placement to prevent damage to the geotextile. Repair damages or tears by placing a piece of geotextile over the damaged area. Overlap the repair piece onto the undamaged area a minimum of three feet.
- E. Compaction: Perform initial compaction with bulldozers while spreading. Perform final compaction with a vibratory compactor, first without vibration for several passes, followed with vibration. Do not grade down ruts; fill with additional aggregate and compact.

3.12 Tolerances

- A. Top Surface of Road Subgrade:
 - 1. Rough Grade: Plus or minus 0.25 ft.
 - 2. Finish Subgrade: Plus or minus 0.05 ft.
- B. Top Surface of General Grading: Plus or minus 0.1 ft.

3.13 Field Quality Control

- A. Field inspection will be performed by an authorized representative of the Owner.
- B. Contractor is responsible for meeting the compaction requirements. The Contractor shall hire and pay for an independent testing firm to perform compaction tests to confirm the in-place density.
- C. For general grading, perform one test per 9,000 square yards or part thereof of fill placed per lift. In addition, perform one test per building lot where fill is placed. For streets perform one test per 1,000 square yards or part thereof of fill placed per lift. Engineer or Owner's Representative will direct location of tests.
- D. Additional tests may be required if compaction requirements are not being met. The cost of these additional tests are the responsibility of the Contractor.
- E. Determination of moisture content shall be in accordance with ASTM D3017. Determination of density shall be in accordance with ASTM D2922.

3.14 Disposal

- A. Dispose of all plant material off-site at a location meeting state landfill requirements.
- B. Burning at the site will not be permitted.
- C. Dispose of excess soil materials or unsuitable material off-site unless on-site disposal is indicated, or approved by Owner.

END OF SECTION

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SECTION 32 92 19

SOIL PREPARATION AND SEEDING

PART 1 - GENERAL

1.01 Section Includes

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Fertilizer.
- D. Seeding.
- E. Mulching.

1.02 Quality Assurance

- A. Comply with requirements of state regulations regarding grass seed and fertilizer.
- B. Fertilizer
 - 1. Each container shall be plainly marked with the analysis of the contents showing the minimum percentages of total nitrogen, available phosphorous and soluble potash. Containers or packages shall be new and unopened.
 - 2. When furnished in bulk, each shipment shall be accompanied by an invoice indicating minimum percentages of the contents listed above.
- C. Seed
 - 1. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging and location of packaging. Containers or packages shall be new and unopened.
 - 2. Seed shall not be used later than one year later than the test date appearing on the label.
 - 3. Sampling and testing of seed for purity, germination and weed seed content shall be in accordance with "Rules for Testing Seed" published by the Association of Official Seed Analysts.

1.03 Submittals

- A. Submit composition of fertilizer and seed mixture.
- B. Submit, upon request, manufacturer's certification that materials meet specification requirements.
- C. Submit, upon request, results of seed purity and germination tests.
- D. Submit topsoil test results for all topsoil borrow.

PART 2 - PRODUCTS

2.01 Topsoil

- A. Provide reclaimed topsoil from the site unless the contract documents require topsoil borrow.
- B. Reclaimed Topsoil: Topsoil stripped from the site consisting of loam, sandy loam, silt loam, or silty-clay loam, or clay loam, humus-bearing soil, adapted to sustaining plant life. The soil shall be free of subsoil, foreign matter, plant material, objects larger than one inch in any dimension, and toxic or other substances harmful to plant growth.
- C. Topsoil Borrow: Topsoil from offsite consisting of natural loam, sandy loam, silt loam, or silty-clay loam, or clay loam, humus-bearing soil, adapted to sustaining plant life. The soil shall be free of subsoil, foreign matter, plant material, objects larger than one inch in any dimension, and toxic or other substances harmful to plant growth. The soil shall have a pH range of 5.5 to 8.0 and a

maximum soluble salt level of 500 PPM. Topsoil originating from agricultural fields shall be free of residual herbicide and other contaminants.

2.02 Fertilizer

- A. Standard commercial fertilizer with the following available nutrients by weight:
 1. Nitrogen - not less than 10%.
 2. Phosphoric Acid - not less than 10%
 3. Potash - not less than 10%

2.03 Seed

- A. Seed mixtures shall be Olds Seeds or equal of grass species and varieties, proportions by weight, and minimum percentages of purity and germination as indicated in the following schedule.

Species	Purity Min. %	Germination Min. %	Quick-2-Gro	Survivor	Boulevard	Wear-n-Tear
Kentucky Bluegrass	98	85	25	15		50
Creeping Red Fescue	97	85	25	30	25	10
Turf Type Tall Fescue	98	85		40	25	
Fine Fescue	97	85				
Dawson Red Fescue	97	85				
Perennial Ryegrass	97	85	25	15	25	40
Annual Ryegrass	97	90	25			
Alkaligrass	98	85			25	

Unless otherwise provided in the Contract Documents, the selection of seed mixtures shall be as follows:

1. Quick-2-Gro: Use for general seeding within new subdivisions.
2. Survivor: Use for seeding lawns where soils are light and sandy.
3. Wear-n-Tear: Use for seeding lawns where soils are loam or clay.
4. Boulevard: Use for boulevard areas behind curb to sidewalk or ROW, from shoulder to ROW on rural section roads, and street or parking lot islands.

2.04 Mulch Materials

- A. Hay: Straw or hay in air-dry condition substantially free from noxious weed seeds or objectionable foreign matter.
- B. Paper Fiber: Mulch consisting of recycled newsprint fibers, wetting agent, deforming agent and green dye with a dry moisture content of 9 to 15 percent.
- C. Wood Cellulose: Wood cellulose fibers manufactured from virgin wood fibers that form a blotter-like ground cover that readily absorbs water and allows infiltration to the underlying soil. Moisture content shall not exceed 15 percent at the time of delivery. The mulch shall be dyed green and shall have the property of becoming dispersed and suspended when agitated in water.
- D. Erosion Control Revegetative Mat: A light duty, organic, non-netted mat with a minimum thickness of 3/8 inch and biodegradable yarn or glue on 12 inch maximum centers in the longitudinal direction. The mat shall be capable of withstanding moderate foot traffic without tearing or puncturing. Acceptable products are those listed in the Wisconsin Department of Transportation, Erosion Control Product Acceptability Lists for Class I, Type Urban mats. Anchoring devices shall be biodegradable, non-splintering and shall last for at least two months and shall substantially degrade in four months.

2.05 Tackifiers

- A. Latex-Base: A latex emulsion polymer with a composition by weight of 48 percent styrene, 50 percent butadiene and 2 percent additive; 42 to 46 percent solids; and a pH of 8.5 to 10.
- B. Guar Gum: Guar gum tackifiers consisting of a minimum of 95 percent Guar gum by weight with

the remaining consisting of dispersing and cross-linking additives.

- C. Other: Water soluble natural vegetable gums or guar gums blended with gelling and hardening agents or a water soluble blend of hydrophilic polymers, viscosifiers, sticking aids and other gums.

PART 3 - EXECUTION

3.01 Inspection

- A. Examine area to receive soil preparation to ensure subsoil is ready for finish grading.
- B. Do not proceed with soil preparation until unsatisfactory conditions are corrected.

3.02 Preparation of Subsoil

- A. Eliminate uneven areas or low spots. Make changes in gradual and blend slopes into level areas.
- B. Do not prepare or place frozen soils or soils with excessive moisture.
- C. Remove weeds, roots, trash, debris, concrete, asphalt, crushed aggregate, and any stones larger than two inches in any dimension.
- D. Scarify subsoil to a depth of three inches.

3.03 Placing of Topsoil

- A. Spread topsoil evenly to a compacted depth of four inches.
- B. Place during dry weather.
- C. Grade to eliminate rough or low areas and to ensure positive drainage. Grading shall be approved by the Engineer.
- D. Remove stones and other objects larger than one inch in any dimension.

3.04 Fertilizing

- A. Apply fertilizer at a rate of seven pounds per 1000 square feet.
- B. Apply fertilizer uniformly, incorporating it into the soil by light disking or harrowing.
- C. Apply fertilizer prior to seeding.

3.05 Seeding

- A. Do not sow seed on frozen soil or when wind exceeds 5 MPH.
- B. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.
- C. Seeding Dates:
 - 1. Spring/Summer: April 1 to August 14.
 - 2. Fall: August 15 to October 1.

- D. Application Rate:

Application Rate	
Mixture	Lbs/1000 Sq. Ft.
Quick-2-Gro	5 - 6
Survivor	5 - 6
Wear-n-Tear	4 - 5
Boulevard	5 - 6

- E. Broadcasting
 - 1. Sow seed evenly with a spreader or seeding machine.
 - 2. Do not broadcast or drop seed when wind velocity exceeds 5 MPH.

3. Broadcast one half of seed.
4. Broadcast remaining half of seed at right angles to first seed pattern.
5. Cover seed to a depth of 1/4" by raking, dragging or cultipacting.
6. Roll seeded area with roller weighing a maximum of 150 pounds per foot of roller width.
7. Water seeded area with fine spray, if required, to promote growth.

F. Drilling

1. Drill seed following elevation contours.
2. Seed to uniform depth.
3. Roll seeded area with roller weighing a maximum of 150 pounds per foot of roller width.
4. Water seeded area with fine spray, if required, to promote growth.

3.06 Mulching

- A. Place mulch on same day that the area is seeded.
- B. Do not place straw or hay mulch or sprayed-on mulches during periods of high wind.
- C. Mulch type and method is the Contractor's option unless a specific type or method is indicated on the Drawings or in the Contract Documents.
- D. Hay/Straw Mulch
1. Method 1 - Spread straw or hay treated with a tackifier over the area using a blowing machine. Spread the material uniformly to a depth of 1/2 to 1 inch using 1 1/2 to 3 tons of material per acre. The amount of tackifier used shall be in accordance with the manufacturer's recommendations.
 2. Method 2 - Spread hay or straw over the area by hand or using a blowing machine. Spread the material uniformly to a depth of 1/2 to 1 1/2 inch using 1 1/2 to 3 tons of material per acre. Immediately after spreading, anchor the mulch into the soil using a mulch tiller.
- E. Paper Fiber: Apply with hydraulic spray equipment in a water slurry at the rate necessary to provide a 1/4 inch layer. Use the color of the material as a metering agent. Take care not to spray material on adjacent surfaces.
- F. Wood Cellulose: Apply with hydraulic spray equipment in a water slurry at the rate of 1500 pounds per acre. Use the color of the material as a metering agent. Take care not to spray material on adjacent surfaces.
- G. Mat: Remove all clods, stones or other materials that could damage the mat. Place mat over seeded area without overlapping. Anchor mat in accordance with the manufacturer's recommendations.

3.07 Establishment

- A. Establishment Period:
1. For areas seeded during the spring or summer planting season the establishment period shall be 90 days.
 2. For areas seeded during the fall planting season the establishment period shall be through June 1 of the following year.
- B. Acceptable Establishment: At the end of the establishment period the grass shall be healthy, uniform in density and color, and substantially free of weeds with uniform coverage of at least 70 percent of a representative one square yard plot and bare spots not exceeding 6 inches by 6 inches.
- C. Re-seed areas that fail to grow an acceptable stand of grass.

3.08 Protection

- A. Protect all seeded areas, as necessary, to prevent trampling and/or damage by erecting temporary fences, barriers, signs, etc.

END OF SECTION