

SECTION 01 10 00
PROJECT CONDITIONS

PART 1 - GENERAL

1.01 Section Includes

- A. Project Location.
- B. Contract Description.
- C. Alternates.
- D. Contract Award.
- E. Project Specifics.
- F. Pre-Construction Conference.
- G. Work By Others.
- H. Permits.
- I. Construction Limits.
- J. Temporary Facilities.
- K. Traffic Control.
- L. Signage and Barricades.
- M. Erosion Control.
- N. Site Restoration.
- O. Existing Utilities.
- P. Adjustment of Manhole Rims and Valve Boxes.
- Q. Existing Conditions.
- R. Clearing and Topsoil Stripping.
- S. Compaction Testing.
- T. Site Access

1.02 Project Location

- A. The Project is located in the Village of Norwalk, Monroe County. The physical address is 212 Main Street.

1.03 Contract Description

- A. The Work is being bid as one prime contract that includes all work necessary to provide a complete and operational fire station as outlined in the plans and specifications. The contract is a single base bid contract.
- B. See Specification Section 01 11 00 Summary of Work for Bid Item descriptions

1.04 Alternates

- A. Bidders shall complete the bid/alternates portions of the Bid Form.

1.05 Contract Award

- A. The contract will be awarded on the basis of the bid with possible selection of alternatives.

1.06 Project Specifics

- A. Existing sewer and water lateral locations are approximate and should be field verified by the Contractor.
- B. The General Contractor shall coordinate electrical utility connection with Xcel Energy. Xcel Energy will bring overhead power (free of charge) to the Class III meter socket that will need to be installed on the north side wall. The power to the building shall be 230V single Phase 300A service. The power is available in the alley.
- C. The General Contractor shall coordinate natural gas service connection with Madison Gas and

Electric. The natural gas is located in the alley and the utility will bring the service to the meter that will be installed on the northern wall of the building. The GE will be responsible to install distribution piping for the natural gas within the building and outside for the emergency generator.

- D. The General Contractor shall coordinate with the Village water and sewer connections to the building. Watermain and sewers are located along the West South Street. The Village is asking for new water service installation along with new lateral for sanitary. Old sanitary sewer later will need to be removed. The building gutters will need to be connected to a gravity storm sewer collected pipe that will be installed along the building and connected to the storm sewer located I the alley.

1.07 Pre-Construction Conference

- A. Construction shall not begin until a pre-construction conference has been held for the project. The Engineer shall coordinate the meeting with the following in attendance: Owner, Contractor, major Subcontractors, Utility Representatives, City Personnel, and other interested parties, as applicable. The Contractor shall provide a detailed construction schedule at the meeting.

1.08 Work By Others

- A. Owner/Owner's Representative is to retain the services of a qualified Independent third-party special inspection company to complete the required special inspections as listed on the contract documents.

1.09 Permits

- A. It s the responsibility of the Owner and/or Contractor to obtain copies of all permits required for the execution of the Work prior to the start of work. All work shall be completed in compliance with the terms and conditions of the permits.
- B. The Contractor is responsible for obtaining Village of Norwalk building permits, if necessary.
- C. Plumbing Permit
 - a. The proposed plumbing is a Design-Build Plumbing system(s).
 - b. The General Contractor/ Plumbing Contractor shall provide:
 - i. Any and/or all plumbing systems required by state and/or local codes and/or owner requirements.
 - ii. Provide all required drawings, certifications, and submittals required to acquire appropriate approvals and permits. See plans for schematic of required fixtures. Provide and submit plumbing plans and calculations to the State of Wisconsin DSPS for review and approval.
- D. HVAC Permit
 - a. The proposed HVAC is a Design-Build Plumbing system(s).
 - b. The General Contractor/ HVAC Contractor shall provide:
 - i. Design and installation of in-floor radiant heating system throughout entire building.
 - ii. Forced air split-system air conditioning and heating in all interior spaces under Mezzanine: See Drawings.
 - iii. Any and/or all HVAC systems required by state and/or local codes and/or owner requirements.
 - iv. Provide all required drawings, certifications, and submittals required to acquire appropriate approvals and permits. Provide and submit HVAC plans and calculations to the State of Wisconsin DSPS for review and approval.
 - v. The HVAC plans are just a examples of the Owner intent.
- E. Electrical Design
 - a. The proposed Electrical is a Design-Build Electrical system(s).
 - b. The General Contractor/ Electrical Contractor shall provide:
 - i. Any and/or all electrical systems required by state and/or local codes and/or owner requirements.

- ii. Provide all required drawings, certifications, and submittals required to acquire appropriate approvals and permits. See plans for schematic of required fixtures.
- iii. Electrical Power and Lighting Plans: Provide electrical design plans and calculations designed by a certified Wisconsin Electrical Designer or Engineer.

1.10 Construction Limits

- A. The construction limits shall be the street right-of-way or any easements indicated on the Drawings, unless other construction limits are indicated within the Contract Documents. The Contractor shall restore disturbed areas outside of the construction at no cost to the Owner.

1.11 Traffic Control

- A. Contractor is responsible for traffic control during the construction operations. Traffic control devices and their location shall be in accordance with the requirements of WisDOT and U S Dept. of Transportation, Manual on Uniform Traffic Control Devices.

Vehicle access to the properties within the construction area shall be provided at the beginning and end of each work day. Contractor is responsible for notifying residents 48 hours prior to access restrictions. Provisions shall be made by the Contractor for the access of emergency vehicles and the collection of garbage and recyclables from automated garbage cart collection trucks.

- B. DOT, County, and local permits as applicable (open cuts, street closings, ROW construction, etc.).

1.12 Signage and Barricades

- A. Provide signs, barricades, and lights as appropriate to protect the public from construction hazards such as excavations; valves, manholes and other structures extending above grade; materials; and equipment.

1.13 Erosion Control

- A. The Contractor shall review and become familiar with the erosion control plans and specifications included with the Contract Documents. Erosion control facilities must be in place PRIOR to the start of construction. Damaged erosion control facilities shall be repaired within 24 hours from the time of the damage. Local erosion control permits, if required, are incidental to the Work.

1.14 Site Restoration

- A. Site restoration is incidental to the work unless specifically provided for within the Contract Documents. Site restoration includes, but is not limited to, seeding disturbed areas, surface improvements, paving, mail boxes, street and traffic signs, fencing, trees, shrubs, survey markers, and other items that may or may not be shown on the Drawings.

1.15 Existing Utilities

- A. All of the existing underground utilities located within the project area may not be shown on the Drawings and underground utilities included on the Drawings may not be accurately located. The Contractor is responsible for contacting Diggers Hotline and local utility owners prior to construction to confirm the presence and location of public and private underground utilities. The Contractor is responsible for protecting underground utilities within the project area.

1.16 Adjustment of Manhole Rims and Valve Boxes

- A. In paved areas set manhole rims and tops of valve boxes one-half inch below finish grade. Set the tops of the manholes to the same slope as the surrounding pavement.
- B. The adjustment of existing manhole rims and valve boxes on paving projects shall be the responsibility of the paving contractor. This work will be incidental to the construction unless specific bid items are included in the Bid Form.
- C. The final adjustment of new manholes and valve boxes shall be responsibility of the contractor who installed them. Final adjustment shall be made after the aggregate base course has been placed and the finished elevation and slope of the pavement is known. The interior manhole seal shall

also be installed at this time. This work will be incidental to the manhole and valve construction unless specific bid items are included in the Bid Form. Adjustment does not include repair of damaged manhole castings or valve boxes. The contractor responsible for the damage is liable for the repair.

1.17 Existing Conditions

- A. The Contractor shall notify the Engineer in writing prior to beginning the work, or a distinct section of the work, if existing conditions are detrimental to his work or that existing facilities or improvements are damaged. Some of these conditions include substandard compaction, broken concrete sidewalk and driveways, broken or out of plumb valve boxes, and other damaged property. Failure to notify the Engineer shall place responsibility for the existing conditions and damaged items on the Contractor.

1.18 Clearing and Topsoil Stripping

- A. Clearing and grubbing, and topsoil stripping are incidental to excavation unless specific bid items are included on the Bid Form.

1.19 Compaction Testing

- A. Compaction testing required in Sections 31 22 00 - Site Preparation and Earthwork and Section 31 23 33 - Utility Excavation, Backfill, and Compaction is incidental to the Work unless a specific Bid Item is included.

1.20 Site Access

- A. The cost of maintaining vehicle access to properties within the construction area is incidental to the Work unless there is a specific Bid Item for maintaining access. The work includes grading as needed, providing crushed aggregate, and other measures necessary to keep the road passable.

END OF SECTION

SECTION 01 11 00

SUMMARY OF WORK

Furnish all labor, tools, materials, and equipment to construct a new municipal fire department station in accordance with Drawings and Specifications, including, but not limited by enumeration:

Site Work

- Verify all utility hook up/tie in locations prior to excavation.
- Demolition and replacement of damaged sidewalk near corner of Main Street and W South Street.
- New curb cut and entry apron along Main Street.
- Installation of new pavement on West side between the new building and alley.
- Excavation for building foundations
- Installation of (16) 8" diameter schedule 80 steel pipe bollards.
- Restore and reseed bare areas along North side of building.

Building

- Construction of new cast in place concrete foundations for the building, and man door stoops.
- Installation of three feet of horizontal R-15 insulation around perimeter of building with R-10 insulation below remainder of slab in preparation for radiant heat system.
- Installation of concrete floor slab with radiant heat system.
- Installation of 4 concrete stoop slabs.
- Construct Pre-engineered metal building shell.
- Install insulation of metal building shell.
- Construct masonry walls to support mezzanine.
- Installation of precast floor with concrete topping for mezzanine.
- Construct metal stairway to access mezzanine.
- Installation of metal guardrail system around perimeter of mezzanine.
- Construct wood framed partition walls for spaces below mezzanine.
- Installation of pedestrian doors and windows per approved drawings. Installation of (8) 14'x14' insulated sectional overhead doors and motors.
- Installation of cabinetry in the training room, utility room, and along west side wall of mezzanine.
- Installation of countertops over training room cabinetry, utility room cabinetry, cabinetry along West wall of mezzanine, and counters in both men's and women's restrooms for acceptance of restroom sinks.
- Installation of restroom partitions.
- Furnish training room with (6) conference room tables, an electric range, refrigerator, and water cooler drinking facility.
- Provide residential washer and dryer units in utility room.
- Coordinate with owner and install (6) locker units.
- Install appropriate signage for restroom facilities.
- Install gutter system with 4 downspouts discharging onto 12x24 precast splash blocks.
- Provide (4) wall mounted fire extinguisher cabinets and fire extinguisher 2-A-B-C rated.

HVAC

- Installation of HVAC systems with guidance indicated in bid drawings. Note contractor to provide as built HVAC plans at end of project.

Plumbing

- Installation of all under slab plumbing, catch basins, and drains.
- Furnish and install all plumbing fixtures and equipment, supply lines, and waste lines in accordance with bid drawings. Note contractor to provide As-Built plumbing documents at end of project.

Electrical

- Installation of under slab electrical runs.
- Furnish and install electrical systems in accordance with guidelines outlined in bid drawings.
Note contractor to provide As-Built electrical plans at end of project.
- Furnish and install a backup generator capable of 400 amp service. Backup generator system is to have a manual transfer switch installed near the utility meter.

END OF SECTION

SECTION 01 22 00

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 Section Includes

- A. Measurement and payment criteria applicable to the Work performed under a unit price payment method.
- B. Explanation of the allocation of the work for each division.
- C. The type of received funding for the project obligate the Owner to show itemized cost of work to the funding authority.
- D. Bid Form breakdowns should be used an idea of the qualities.
- E. Defect assessment and non-payment for rejected work.

1.02 Authority

- A. Measurement methods delineated within the individual specification sections or within the Bid Form are intended to compliment the criteria of this section. In the event of conflict, the requirements of the individual specification section or Bid Form shall govern.
- B. The Engineer will verify all quantities.

1.03 Unit Quantities

- A. Quantities indicated within the Bid Form are for bidding and contract purposes only. Quantities supplied or placed in the Work and verified by the Engineer shall determine payment.
- B. If the actual work requires greater or fewer quantities than indicated within the Bid Form, provide the actual quantities at the contract unit prices.

1.04 Measurement of Quantities

- A. Measurement by volume: Measured by cubic dimension using length, width, and height or thickness.
- B. Measurement by area: Measured by square dimension using length and width.
- C. Measurement by length: Measured by linear dimension along the centerline.
- D. Measurement by weight: Measured by weight with a scale.
- E. Measurement by unit: Measured by completed item.

1.05 Measurement and Payment

- A. Performance and Payment Bonds:
 - 1. Performance and payment bonds include the cost to provide performance and payment bonds as required by the Contract Documents.

2. Payment will be made at the contract lump sum price in two equal installments. The first payment will be made with the first regular payment application and the second payment will be made at 50 percent completion.
- B. Mobilization/Demobilization:
1. Mobilization/Demobilization will be measured as a completed unit.
 2. Payment will be made at the contract lump sum price and shall include the collection and movement of personnel, equipment, and temporary construction facilities to the project site; and their subsequent removal.
 3. Payment will be made in three installments, 50% on the first payment application, 25% on the second payment application, and 25% on the final payment application.
- C. Division 03 – Concrete:
1. Division 03 Concrete shall be measured as a combination of quantities and completed unit listed under this section of the Bid.
 2. Payments will be made by the square area, linear footage, and contract lump sum price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. The contractor shall use bid quantities as idea of the volume and units that may be required to complete the work.
 4. It is intention of Division 03 to provide a complete final product.
- D. Division 04 – Masonry:
1. Division 04 Masonry shall be measured as a combination of quantities and completed unit listed under this section of the Bid.
 2. Payments will be made by the square area, linear footage, and contract lump sum price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. The contractor shall use bid quantities as idea of the volume and units that may be required to complete the work.
 4. It is intention of Division 04 to provide a complete final product.
- E. Division 05 – Metals:
1. Division 05 Metals shall be measured as a combination of quantities and completed unit listed under this section of the Bid.
 2. Payments will be made by the square area, linear footage, and contract lump sum price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. The contractor shall use bid quantities as idea of the volume and units that may be required to complete the work.
 4. It is intention of Division 05 to provide a complete final product.
- F. Division 06 – Wood, Plastics, & Composites:
1. Division 06 Wood, Plastics, and Composites shall be measured as a combination of quantities and completed unit listed under this section of the Bid.
 2. Payments will be made by the square area, linear footage, and contract lump sum price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. The contractor shall use bid quantities as idea of the volume and units that may be required to complete the work.
 4. It is intention of Division 06 to provide a complete final product.
- G. Division 07 – Thermal & Moisture Protection:
1. Division 07 Thermal & Moisture Protection shall be measured as a combination of quantities and completed unit listed under this section of the Bid.

2. Payments will be made by the square area, linear footage, and contract lump sum price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. The contractor shall use bid quantities as idea of the volume and units that may be required to complete the work.
 4. It is intention of the Division 07 to provide a complete final product.
- H. Division 08 – Openings:
1. Division 08 Openings shall be measured as a combination of quantities listed under this section of the Bid.
 2. Payments will be made by the unit and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. It is intention of the Division 08 to provide a complete final product.
- I. Division 09 – Finishes:
1. Division 09 Finishes shall be measured as a combination of quantities and completed unit listed under this section of the Bid.
 2. Payments will be made by the square area and unit price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. The contractor shall use bid quantities as idea of the area and units that may be required to complete the work.
 4. It is intention of the Division 09 to provide a complete final product.
- J. Division 10 – Specialties:
1. Division 10 Specialties shall be measured as a combination of quantities and completed unit listed under this section of the Bid.
 2. Payments will be made by the unit and contract lump sum price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. It is intention of the Division 10 to provide a complete final product.
- K. Division 11 – Equipment:
1. Division 11 Equipment shall be measured as a combination of quantities and completed unit listed under this section of the Bid.
 2. Payments will be made by the unit price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. It is intention of the Division 11 to provide a complete final product.
- L. Division 12 – Furnishings:
1. Division 12 Furnishings shall be measured as a combination of quantities and completed unit listed under this section of the Bid.
 2. Payments will be made by the unit and contract lump sum price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. It is intention of the Division 12 to provide a complete final product.
- M. Division 13 – Special Construction:
1. Division 13 Special shall be measured as a combination of quantities and completed unit listed under this section of the Bid.
 2. Payments will be made by the lump sum price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. It is intention of the Division 13 to provide a complete final product.

- N. Division 22 – Plumbing:
1. Division 22 Plumbing shall be measured as a combination of **design**, quantities and completed unit listed under this section of the Bid.
 2. Payments will be made by the unit, square area, linear footage, and contract lump sum price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. The contractor shall use bid quantities as idea of the volume and units that may be required to complete the work.
 4. It is intention of the Division 22 to provide a complete final product.
- O. Division 23 – HVAC:
1. Division 23 HVAC shall be measured as a combination of **design**, quantities and completed unit listed under this section of the Bid.
 2. Payments will be made by the square area, linear footage, and contract lump sum price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. The contractor shall use bid quantities as idea of the volume and units that may be required to complete the work.
 4. It is intention of the Division 23 to provide a complete final product.
- P. Division 26 – Electrical:
1. Division 24 Electrical shall be measured as a combination of **design**, quantities and completed unit listed under this section of the Bid.
 2. Payments will be made by the square area, linear footage, and contract lump sum price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. The contractor shall use bid quantities as idea of the volume and units that may be required to complete the work.
 4. It is intention of the Division 26 to provide a complete final product.
- Q. Division 31 – Earthworks:
1. Division 31 Earthwork shall be measured as a completed unit listed under this section of the Bid.
 2. Payments will be made by the contract lump sum price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. The contractor shall use bid quantities as idea of the volume and units that may be required to complete the work.
 4. It is intention of Division 31 to provide a complete final product.
- R. Division 32 – Site Improvements:
1. Division 32 Site Improvements shall be measured as completed unit listed under this section of the Bid.
 2. Payments will be made by the contract lump sum price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 3. The contractor shall use bid quantities as idea of the volume and units that may be required to complete the work.
 4. It is intention of Division 32 to provide a complete final product.
- S. Sanitary Sewer Lateral, 6-Inch PVC w/ Tracer Wire Terminal Box:
1. Sanitary Sewer Lateral, 6-Inch PVC w/ Tracer Wire Terminal Box will be measured by length along the centerline of the sewer to the end of the lateral.
 2. Payment will be made at the contract unit price per foot and shall include all labor, materials, and equipment necessary to furnish and install sanitary sewer lateral including excavation, bedding and cover, pipe and fittings, connection to the existing lateral, tracer wire, including

the terminal box, PVC conduit, trace wire to surface, and adjustment to finish grade, backfilling and compaction, compaction testing, disposition of excess materials, testing, marking of pipe end and as-built drawings.

- T. Water Lateral, 4-inch:
 - 1. Water Lateral, 1-Inch will be measured by length along the centerline of the pipe from the centerline of the main to the end of the lateral.
 - 2. Payment will be made at the contract unit price per foot and shall include all labor, materials, and equipment necessary to furnish and install water lateral including excavation, bedding and cover, pipe, valves with valve box, backfilling and compaction, compaction testing, disposition of excess material, testing, marking of pipe end, and as-built drawings
- U. Storm Sewer, 8-Inch PVC:
 - 1. Storm, 8-Inch PVC will be measured by length along the centerline of the pipe from inside edge of structure to inside edge of structure.
 - 2. Payment will be made at the contract unit price per foot and shall include all labor and equipment necessary to furnish and install storm sewer including excavation, bedding and cover, pipe, connection to the downspouts, connection to the existing storm sewer, backfilling and compaction, compaction testing, disposition of excess material, and as-built drawings.
- V. Division 33 – Utilities:
 - 1. Division 33 Utilities shall be measured as a combination of quantities and completed unit listed under this section of the Bid.
 - 2. Payments will be made by the contract lump sum price and shall include all labor, materials, and equipment necessary to provide/install the items associated with this division listed in the bid form and construction documents.
 - 3. The contractor shall use bid quantities as idea of the volume and units that may be required to complete the work.
 - 4. It is intention of Division 33 to provide a complete final product.

1.06 Defect Assessment

- A. Replace the work, or portions of the Work, not conforming to the specified requirements.
- B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct one of the following remedies.
 - 1. The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price, at the discretion of the Engineer.
 - 2. The defective Work will be partially repaired to the instruction of the Engineer, and the unit sum/price adjusted to a new sum/price, at the discretion of the Engineer.
- C. The individual specification sections may modify these remedies.
- D. The authority of the Engineer to assess the defect and identify payment adjustments, is final.

1.07 Non-Payment for Rejected Products

- A. Product: Any natural, processed, manufactured, or fabricated material incorporated into the Work.
- B. Payment will not be made for any of the following:
 - 1. Products wasted.
 - 2. Products determined to be unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels required for the Work.
 - 5. Products remaining on hand after completion of the Work.

6. Loading, hauling, and disposing of rejected products.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.01 Summary

- A. Section Includes:
 - 1. Alternates to be submitted to Owner with Bid for consideration of inclusion with Contract.
 - 2. Submittal procedures.
 - 3. Establishment of Contract Price and Time.
- B. Related Sections:
 - 1. Document 00 21 14 – Instructions to Bidders: Award of Contract.
 - 2. Document 00 41 00 – Bid Form: Bid for each Alternate.

1.02 Definition

- A. Alternate: The net amount to be added to or deducted from the Base Bid Price for Work identified in Schedule of Alternates.

1.03 Procedures

- A. Determine the full extent of Work affected by proposed Alternates.
- B. Coordinate related work and modify adjacent work as required to ensure that each accepted Alternate is complete and fully integrated into Work.
- C. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- D. Conform to Contract Documents for requirements for performance, appearance, workmanship, and materials not modified under the alternate bids.

1.04 Selection and Award of Alternates

- A. Bids and alternates will be evaluated in accordance with the Instructions to Bidders.
- B. Accepted alternates will be reflected in the final Contract Price.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 Schedule of Alternates

- A. Alternate 1: Provide cost for the materials and labor for the Exterior Elevation changes detailed on Sheet A4.1. This work includes the change from an exterior finish of concrete masonry units to precast concrete panels.]

END OF SECTION

SECTION 01 29 76

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 Section Includes

- A. Schedule of Values.
- B. Application for Payment.

1.02 Schedule of Values

- A. Submit a Schedule of Values prior to or at the pre-construction conference.
- B. The Schedule of Values shall subdivide the Work into identifiable units. Subdivisions of work shall generally coincide with specification sections.
- C. Scheduling Update: Update and resubmit Schedule of Values when Change Orders result in change in Contract Sum.

1.03 Application for Payment

- A. Submit three copies of the Application for Payment.
 - 1. Application for Payment Forms: AIA Document G702 and Continuation Sheets G703.
- B. The Engineer's Application for Payment form shall be used. The form will be provided to the Contractor in hard copy and on electronic media.
- C. The Schedule of Values shall be used for listing items on the Application for Payment.
- D. Payment Period: The payment period will be monthly. The time for submittal of the Application will be set at the Pre-Construction Meeting.
- E. Transmittal: Submit three (3) executed copies of each Application for Payment to Architect by means ensuring timely receipt.

1.04 Substantial Completion

- A. Coordinate submittals as required by Sections: 01 33 00, 01 78 23, and 01 78 37.
- B. Administrative actions which must precede or coincide with submittal of Substantial Completion Application for Payment include:
 - 1. Submittal of all Warranties and Maintenance Manuals.
- C. Following issuance of Certificate of Substantial Completion, submit Application for Payment.
- D. Applications for Payment will not be considered if copies of required submittals have not been received by Architect.

1.05 Final Payment Application

- A. Administrative actions which must precede or coincide with submittal of final Application for Payment include:
 - 1. Completion of Project requirements.

2. Completion of items specified for completion after Substantial Completion.
 3. A certification that all debts and claims have been paid or otherwise have been satisfied.
 4. Assurance that Work not complete and accepted will be completed without undue delay.
 5. Removal of temporary facilities and services.
 6. Removal of surplus materials, rubbish, similar elements.
 7. Final Cleaning.
- B. Applications for Payment will not be considered if copies of required submittals have not been received by Engineer.
- C. Final payment to the Contractor constitutes a waiver of all claims by the Owner except those arising from unsettled liens, faulty or defective Work appearing after Substantial Completion, failure of the Work to comply with the Contract Documents, or terms of any special guarantees required by the contract.
- D. Acceptance of final payment constitutes a waiver of all claims by the Contractor.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01 31 00

COORDINATION, CONSTRUCTION LAYOUT AND MEETINGS

PART 1 - GENERAL

1.01 Section Includes

- A. Coordination.
- B. Construction layout.
- C. Pre-construction meeting.
- D. Progress meetings.

1.02 Contractor Coordination Responsibilities

- A. Coordinate scheduling, submittals, and Work of the various sections of the Contract Documents to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate various sections having independent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate the location of fixtures and outlets within the structure and with finish elements.
- E. Coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion.

1.03 Construction Layout

- A. Owner's Representative will provide appropriate benchmarks and stakes necessary for location, elevations, lines and levels.
- B. Contractor shall schedule staking a minimum of 48 hours prior to the time the staking is needed.
- C. Contractor shall be responsible for the preservation of grade stakes and bench marks, and if disturbed, the Contractor shall pay the actual cost of having the stakes reset.

1.04 Preconstruction Meeting

- A. Engineer will schedule a pre-construction meeting after the Notice of Award.
- B. Attendance: Owner, Engineer, Contractor, and major subcontractors. Other interested parties such as utility owners may be invited to attend.
- C. Agenda

1. Designation of personnel representing Owner, Contractor, Subcontractors, and Engineer.
2. Construction schedule.
3. Procedures and processing of field decisions, submittals, applications for payment, change orders, and contract close-out.
4. Job meetings.
5. Identify in detail all removals and salvage.
6. Safety.
7. Traffic control.
8. Construction site erosion control.
9. Utilities.
10. Temporary facilities.
11. Construction layout.
12. Compaction testing.
13. Permits and easements (DOT, DNR, Commerce, county, railroad, or local).
14. Sediment and erosion control monitoring requirements (WPDES permit), if any.
15. Testing.
16. Review Chlorinated Water Discharge Requirements.
17. Existing conditions.
18. As-built drawings and information.
19. Other items pertinent to Work.
20. Distribution of contract documents.

1.05 Progress Meetings

- A. Progress meetings will be held throughout the progress of the Work at intervals agreed to by the Owner, Engineer, and Contractor, and as necessary.
- B. Engineer, Owner, job superintendent, subcontractors and suppliers shall attend as appropriate to the agenda topics.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01 31 00.10

CDBG PRE-CONSTRUCTION CHECKLIST FOR CONTRACTORS

MEETING LABOR STANDARDS CONTRACT REQUIREMENTS

INTRODUCTION

The following checklist has been prepared to assist contractors and sub-contractors in meeting contractual labor standards responsibilities. All major administrative and procedural activities have been covered in the sequence they will occur as the construction project proceeds. Careful attention to and the use of this checklist should result in a minimum number of problems with respect to labor standards.

EXPLANATORY NOTES

The word "recipient" as used below refers to the entity (e.g., the Unit of General Local Government [UGLG]) that was awarded the federal grant funds. The word "employer" as used below refers to the project contractor, each sub-contractor, or each lower-tier sub-contractor. Payrolls and other documentary evidence of compliance are required to be sent to the recipient for review (all to be submitted through the project contractor). The delivery procedure is as follows:

1. Each lower-tier sub-contractor, after careful review, submits the required documents to the respective sub-contractor.
2. Each sub-contractor, after checking their own and those of each lower-tier sub-contractor (if applicable), submits the required documents to the contractor.
3. The contractor, after reviewing all payrolls and other documentation, including their own, and correcting violations where necessary, submits payrolls to the recipient.

All employers should check each of the following statements as being true. If any statement is not true, the contractor or his representative should contact the recipient for special guidance.

Complete the information below for numbers 1 through 6, sign this sheet, keep a copy for file records, and submit the original to the designated project supervisor. This should be done 21 days before the work begins.

BEFORE CONSTRUCTION BEGINS EACH EMPLOYER HAS:

1. Not been debarred or otherwise made ineligible to participate in any federally-assisted project. ☐
2. Received appropriate contract provisions covering labor standards requirements. ☐
3. Reviewed and understands all labor standards contract provisions. ☐
4. Received the applicable Wage Decision(s) as part of the contract. ☐
5. Requested from the recipient through the Additional Classification request process and received the minimum required wage rate (hourly wage plus fringe benefits value) for any classification to be worked that was not included on the applicable Wage Decision(s) for the project. ☐
6. Requested and received certification from the state Bureau of Apprenticeship and Training (recognized by USBAT) for any apprentice and/or trainee program in which the employer participates, and submitted copy thereof to the recipient prior to the apprentice(s)/trainee(s) working on the project. ☐

(Contractor Signature)

(Title)

(Date)

(Location of Project: City, County, State)

(Contract Number)

COMPLIANCE AT CONSTRUCTION START – CONFIRM THE CONTRACTOR HAS:

1. Notified sub-contract award recipient of construction start date in writing. ☐
2. Placed each of the following on a bulletin board prominently located on the project site which can be seen easily by the workers (and replaced if lost or unreadable any time during construction): ☐
 - Applicable Wage decision(s) ☐
 - *Notice to Employees* (WH 1321) ☐
 - English: <https://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>
 - Spanish: <https://www.dol.gov/whd/regs/compliance/posters/davispan.pdf>
3. Before assigning each project worker to work, obtained worker's full name and has assigned each employee an individual identification number (for payroll purposes). ☐
4. Obtained a copy of each apprentice's certificate with the apprentice's registration number and number of years of apprenticeship from the state Bureau of Apprenticeship and Training (BAT). ☐
5. Informed each worker of: ☐
 - Their work classification (journeymen or job title) as it will appear on the certified payroll record, and as determined from the applicable Wage Decision or through the Additional Classification process. ☐
 - Their duties of work. ☐
 - The U.S. Department of Labor's (USDOL's) requirement on this project that the employee is designated as being a journeymen, an apprentice, or a laborer. ☐
 - If journeymen, is to be paid journeyman's minimum required wage rate (as specified on the applicable Wage Decision) or more; ☐
 - If apprentice, is to be paid not less than the apprentice's rate for the trade based on their year of apprenticeship; or ☐
 - If laborer, is to do laborer's work only--not use any tool or tools of the trade--and not perform any part of a journeyman's work--and is to be paid the laborer's minimum required wage rate (as specified on the applicable Wage Decision) or more. ☐
6. Understands the requirements each laborer or mechanic who performs work on the project in more than one classification within the same workweek shall be classified and paid at the highest wage rate applicable to any of the work which the employee performs unless the following requirements are met: ☐
 - Accurate daily time records shall be maintained. These records must show the time worked in each classification and the rate of pay for each classification. ☐
 - The payroll shall show the hours worked in each classification and the wage rate paid for each classification. ☐
 - **Section 3 Compliance Note:** The reporting of employees' and contractors' Section 3 status when reporting employee work on the HUD funded/CDBG project is required to meet the Section 3 requirements for HUD projects. Refer to the "Section 3 Contract Requirements" language in the employer's contract for the project for guidance in determining employees' and employers' Section 3 status. The criteria and nature of reporting differs depending on whether the recipient was awarded the HUD funds prior to 11/30/2020, or on or after 11/30/2020. ☐
7. Has informed each worker of their hourly wage rate and the minimum required wage rate (as specified on the applicable Wage Decision) for their work, including: ☐
 - Time and one-half for all work over 40 hours in any work week (see Contract Work Hours and Safety Standards Act (CWHSSA)). ☐
 - Fringe benefits, if any (see applicable Wage Decision). ☐
 - Deductions from their pay. ☐

8. Has informed each worker that they will be subject to being interviewed on the job by the recipient or a HUD, USDOL, or other U.S. government inspector, to confirm that their employer is complying with all labor requirements. ☐
9. Has informed each journeyman and each apprentice that a journeyman must be on the job at all times when an apprentice is working and verifying the ratio of journeyman to apprentice through the indenture papers. ☐

COMPLIANCE DURING CONSTRUCTION – CONFIRM THE CONTRACTOR HAS:

1. Not selected, assigned, paid different pay rates to, transferred, upgraded, demoted, laid off, or dismissed any project worker because of race, color, religion, sex, or national origin. ☐
2. Employed all registered apprentices referred to the employer through normal channels up to the applicable ratio of apprentices to journeymen in each trade used by the employer. ☐
3. Maintained basic employment records accessible to inspection by the recipient or U.S. government representatives. ☐
4. Complied with all health and safety standards. ☐
5. Paid all workers weekly. ☐
6. Submitted weekly certified payroll records that include the required information and documentation. ☐
- A. The weekly payroll records are prepared on the recommended **Wisconsin Department of Transportation (WisDOT) Weekly Payroll Report** form (WisDoT Form 1926) (a Microsoft Excel document that may be modified/customized for the specific project and includes formulas for automatically calculating data and entering details of job classifications, apprenticeship status, and types of fringe benefits and deductions) and **Compliance Statement** from (WisDoT Form 1816); or comparable forms that allow for reporting the same details. ☐

The **U.S. Department of Labor Weekly Payroll Record Form WH-347** or an internal payroll system reporting form that allows for reporting the same information is acceptable. Note that when using Form WH-347, the details of the types of fringe benefits and deductions and value of each fringe benefit and deduction must be itemized for each employee on the Statement of Compliance page of Form WH-347 or attached to the payroll record.

Wisconsin Department of Transportation (WisDoT) Weekly Payroll Report form (WisDoT Form 1926), Information Sheet (instructions) & Compliance Statement (WisDoT Form 1816): <https://wisconsindot.gov/pages/doing-bus/civil-rights/labornwage/payroll-submission-compliance.aspx>

Refer to the "Paper-based payrolls (emergency projects) section:

WisDOT's Labor Compliance & CRCS Training (Upcoming)

CRCS Updates

Employer submission of payrolls using WisDOT's Civil Rights Compliance System (CRCS) is a key element in complying with prevailing wage laws.

Payroll guidelines

- [Contractor's User Manual, Payroll](#)
- [Certified payroll reports fact sheet](#) (now includes the keys to weekly payroll report)
- [Weekly payroll information sheet](#)
- [Weekly Payroll Information Sheet - For Projects let after 02/14/2017](#)
- [Contractor's User Manual - Sublet and payments](#)
- [How to get subcontractors registered](#)
- [Frequently Asked Questions \(FAQ\)](#)

Paper-based payrolls (emergency projects)

- [Blank weekly payroll report](#)
- [Blank Compliance Statement form \(DT1816\)](#)

U.S. Department of Labor (USDOL) Payroll Record Form (includes a Statement of Compliance page) & Instructions:

WH347 Form & Instructions: <http://www.dol.gov/whd/forms/wh347instr.htm>

(Direct link to WH347 also here: <http://www.dol.gov/whd/forms/wh347.pdf>)



The recipient does not need to review those project workers listed on the payroll who perform work which is descriptive of any of the following job titles which are exempt from labor requirements: project superintendent, project engineer, messenger, clerical workers, timekeepers, bookkeepers, payroll clerks, and Supervisory foreman (*less than 20 percent of time as a working foreman*).

Any alternate payroll form used should be cleared with the recipient's Labor Standards Officer (LSO) before the employer starts work on the project. A project printout from the employer's internal payroll software system, for example, is acceptable provided that all data shown and required on the WisDoT payroll form and Compliance Statement form, or on the front and back of the USDOL payroll record Form WH-347, is on or included with the payroll submitted to employer.

B. The weekly payroll records include the required information and comply with the following:

- 1) Name of Contractor or Subcontractor. Name of employer, showing whether contractor or sub-contractor. ☐
- 2) Address. Includes address of employer. ☐
- 3) Payroll Number. Each weekly payroll is numbered in sequential order (starting with Payroll No. "1" for the employer's first workweek on the project). ☐
 - a. If employer's workers perform no physical work on the project during work week, the employee has submitted a "no work" certified payroll record, letter, or email for that work week. ☐
 - b. Payroll of employer's final work week on the project (completion of his work) is marked "Final." ☐
- 4) For Week Ending. Is dated with last date of the work week specified. ☐
- 5) Project and Location. Includes name of project and city in which the project is located. ☐
- 6) Project or Contract Number. Includes the contract number provided by the recipient. ☐
- 7) Name and Individual Identifying Number of Worker. Includes the names and identification numbers of employees, as they appear on the employee's paycheck (e.g., the last four digits of the Social Security number or other unique i.d. number). ☐
- 8) Number of Withholding Exemptions. May be included for employer's convenience – it is not required by HUD to be completed. ☐
- 9) Work Classification (job title). Must be listed for the worker as included in the Wage Decision and denotes the work that worker actually performed. If the job title corresponds ☐

to a job classification with multiple group numbers in the Wage Decision, then provide a detailed job title and group number (e.g. Backhoe Operator +/- 130,000 lbs [Group #3]) versus only listing "Operator."

Note: If the applicable classification is not included in the Wage Decision, the contractor should call the recipient immediately, and request the classification by the Additional Classification request process.

- a. Apprentice. If worker is an apprentice, their state BAT registration number and year of apprenticeship is included on payroll record, the first time the apprentice's name appears on the payroll. ☐
- b. Split Classification. If worker has performed work in more than one classification of work during the workweek, such as carpenter and laborer, the division of work will be shown on separate lines of the payroll. ☐
 - Accurate daily time records show the exact hours of work performed daily in each class of work. ☐
 - Each class of work the employee performed is listed. ☐
 - The employee's name is repeated when listing additional classifications worked. ☐
 - The breakdown of hours worked daily under each work classification is stated. ☐
 - The applicable wage rate (which must be the minimum required wage rate, as specified on the applicable Wage Decision, or more) for each classification of work is stated. ☐
 - If the above is not done, the worker is paid at least the highest minimum required wage rate (as specified on the applicable Wage Decision) of all of the classes of work performed for all hours worked. ☐

Average Pay of Two Classes of Work **Not Accepted**. The employer shall not pay a "semi-journeyman" or semi-skilled laborer the average of journeyman's and laborer's rates. The actual hours each worker uses tools of trade (journeyman) and each hour the employee does not use tools of the trade (laborer) must be recorded in separately on the payroll.

Helper. The work classification of "helper" is **not accepted** by the Department of Housing and Urban Development (HUD) unless included in the applicable Wage Decision issued by the Secretary of Labor/USDOL for the project. Any employee listed as "helper" in absence of such classification in the Wage Decision **must be paid** the journeyman's wage rate for hours the employee uses tools of the trade.

- 10) Rate of Pay. Cannot be less than the minimum required wage rate for the work classification (as specified in the applicable Wage Decision). ☐

The Overtime Rate of Pay is not less than one and one-half times the worker's basic (straight) hourly rate of pay (Contract Work Hours Safety Standards Act). Overtime rate is not paid on fringes. ☐
- 11) Apprentices. Apprentice status verified. If a copy of the apprentice's registration certificate from the State BAT has not been submitted to recipient by employer (through contractor), the apprentice must be paid journeyman's rate. ☐
- 12) Piece Worker. Wage must be stated in at an hourly rate, the gross pay for the work week (work on the project) divided by the total number of hours worked on the project during the work week. ☐
- 13) Gross Amount Earned. Must equal straight hours shown multiplied by straight rate of pay shown, plus overtime hours (if any) shown multiplied by overtime rate of pay shown. ☐
- 14) Deductions. Each deduction must be shown on the payroll record. Allowable deductions are only those made that are required by law or voluntarily authorized by the worker in writing before the work week began, or through provision in a bargaining agreement to be deducted from the respective worker's pay ☐

- 15) Net Wages stated are (gross wages minus deductions) are shown. ☐
- 16) Section 3 Status: See "**Section 3 Compliance Note**" (item #6 on page 3 of this document). ☐

C. Statement of Compliance. Each employer has:

- 1) Completed and signed a statement of compliance, using the copy of the WisDoT Compliance Statement form or the Statement of Compliance page within USDOL Form WH-347, or similar form; and understands the penalties for falsification. ☐
- 2) Indicated on the statement of compliance if fringe benefits are included in the Wage Decision for any of the workers. ☐
- 2(a). if fringe benefits are paid to approved fund(s), or ☐
- 2(b). if paid directly to each affected worker--included in paycheck for the work week--the employee's paycheck representing at least the minimum required rate of hourly wage plus fringe benefits amount (as specified in the applicable Wage Decision). ☐
- 3) Signed the statement of compliance and entered the name and title of the signatory entered. ☐
- 4) Has the person who signs the payroll be the employer or an official of the employer who is legally authorized to act for the employer. ☐

D. Weekly Payroll Review. Each employer has promptly:

- 1) Reviewed the weekly payroll for compliance with all labor requirements (using this check list) and made necessary corrections. ☐
- 2) Each Lower-Tier Sub-contractor has submitted their weekly payroll or "no work" certified payroll, letter, or email to the respective sub-contractor, which must be received within three (3) calendar days from the last date of the workweek. ☐
- 3) Each sub-contractor has received a payroll or "no work" certified payroll, letter, or email from each of their lower-tier sub-contractors, reviewed each and their own payroll, made necessary corrections, and submitted all of such payrolls to the contractor, which must be received within five (5) calendar days from the last date of the work week. ☐
- 4) Contractor has received a payroll or "no work" certified payroll, letter, or email from each sub-contractor and each lower-tier sub-contractor monitored each including their own payroll, made necessary corrections, and collectively submitted them to the recipient within seven (7) working days of the last date of the respective work week. ☐

Payrolls and other documentary evidence of compliance are required to be sent to the UGLG's Labor Standards Officer (LSO) for review (all to be submitted through the project contractor).

SECTION 01 31 00.20

CDBG PRE-CONSTRUCTION MEETING ITEMS TO BE DISCUSSED

- A. Davis-Bacon Acts (DBA): Federal labor standards and wage rate requirements and violation penalties.
- B. Contract Work Hours and Safety Standards Act (CWHSSA): Overtime hours and wage requirements and violation penalties.
- C. Copeland Anti-Kickback Act: Fringe benefits plan and payroll deduction specifications and violation penalties.
- D. Federal Wage Decision:
 - 1. **Trade classifications**. Must use those on the wage decision.
 - 2. **Missing classifications and misclassifications**. Pre-approval required to use different classification.
 - 3. **Additional Classification Requests**.

For classifications not listed or not covered under another classification within the applicable wage decision for contractor's work on project. Must follow required procedures and provide information and justification for approval consideration. The unit of general local government (UGLG)/CDBG Grantee must submit the request to the State CDBG Program, which submits the request to USDOL and/or HUD for review and approval. Additional classifications may not be requested until after the contractor is awarded a contract for the CDBG project.
- E. Sub-Contracts:
 - 1. **DBRA Applicability**. When prime contractor is covered/subject to DBRA, each sub-contractor is covered/subject to DBRA, regardless of the amount of the sub-contract.
 - 2. **Contract in Writing with CDBG Insertions**. Each sub-contractor must have a contract in writing with the required CDBG contract language and insertions.
 - 3. **Owner-Operators**. (See Davis-Bacon and Related Acts (DBRA) contract insertion.)
 - 4. **Truck Drivers**. (See Davis-Bacon and Related Acts (DBRA) contract insertion.)
 - 5. **Suppliers and Installers – Sub-Contractor Status**. (See Davis-Bacon and Related Acts (DBRA) contract insertion)

The USDOL 'New Rule' (effective 10/23/2023) confirms that suppliers are generally deemed contractors (or sub-contractors if their contract is with the prime contractor or another sub-contractor). Sub-contract requirements apply.
 - 6. **Debarment Checks**. Prior to entering into a contract with any other entity for the CDBG project, the contractor is responsible for ensuring the other entity is not debarred from contracting for federally funded projects. Debarment check records must be on file and provided upon request.
- F. Contractor FEIN and SAM UEI Number: All prime contractors and sub-contractors must provide a Federal Employer Identification Number (FEIN) – or the owner's social security number if they do not have a FEIN – to the UGLG/CDBG Grantee, which is reported to the State and HUD. Contractors must also provide their Unique Entity Identification (UEI) number if they have obtained one – issued through the federal System for Award Management (SAM) at <https://SAM.gov/content/home>.
- G. Construction Site Postings Required (Prime Contractor):
 - 1. **CDBG project sign** – following the sign specifications in sign specs. contract insertion;
 - 2. **Wage Decision(s)** – The applicable federal wage decisions (and additional classification info. if applicable and approved); and
 - 3. **Equal Opportunity Poster(s)** – in English and Spanish if any native Spanish speakers are working on site).

The wage decisions and posters must be protected from the weather and easily viewable by and accessible to all employees working on site, and the UGLG/CDBG Grantee or state or federal agency representatives who may monitor the site.
- H. Weekly Pay and Certified Payroll Records Submission.
 - 1. **Weekly Pay**. Employees must be *paid weekly* – no exceptions.
 - 2. **Certified Payroll Records**. Certified payroll records, with a signed Statement of Compliance, and supporting documents must be submitted weekly to the prime contractor, who must submit them to the

UGLG/CDBG Grantee or the designated Labor Standards Officer (LSO) within seven (7) working days of the end of the payroll period.

3. **Statement of Compliance.**

- a. A signed Statement of Compliance page (e.g., WisDoT Compliance Statement (DT1816), or USDOL WH 347 OR WH 348, or DEHCR Statement of Compliance, or similar document with the same information and certification language) must be completed, signed and submitted with each certified payroll record.
- b. The signature must be a handwritten signature – a scanned copy of the document may be submitted to the UGLG/CDBG Grantee or LSO, with the 'original' maintained in the contractor's files.
- c. Check the box(es) on the Statement of Compliance page for each weekly certified payroll record to indicate if fringe benefits are paid, and if so, whether they are paid into an approved fringe benefits plan or paid in cash.
- d. List any exceptions pertaining to the checked boxes for fringe on the Statement of Compliance page.

4. **Owner-Operators.** (See Davis-Bacon and Related Acts (DBRA) contract insertion.)

5. **Truck Drivers.** (See Davis-Bacon and Related Acts (DBRA) contract insertion.)

6. **Suppliers and Installers.** (See Davis-Bacon and Related Acts (DBRA) contract insertion.)

7. **Helper.** The work classification of "Helper" is not acceptable unless it is listed on the wage decision.

8. **Piece Work.** Piece work must be stated as an hourly rate and a copy of the pay stub showing piece rate and number of units must be submitted with the certified payroll records.

9. **Apprentices.**

- a. Apprenticeship program must be registered with the state, USDOL, or other federal agency.
- b. Apprentice indenture papers must be provided with the certified payroll record for the first week in which the apprentice works on the project.
- c. Apprenticeship indenture paperwork must include documents that verify the program is a registered program, show the applicable apprentice year/hours level and wage rate percentage (in comparison to a full journeyman rate), and applicable apprentice fringe benefits rate if different than the full journeyman fringe rate.
- d. An apprentice is to be paid a wage rate that is equal to or greater than the full journeyman's wage rate listed on the federal wage decision multiplied by the apprentice wage rate percentage specified in the apprenticeship indenture documents. An apprentice is to be paid a fringe rate that is equal to or greater than the full journeyman's fringe rate on the federal wage decision multiplied by the apprenticeship fringe rate percentage. If no 'discounted' fringe benefits rate percentage or value is specified in the apprenticeship indenture paperwork (which may include the union contract if the apprenticeship is through a union), then the apprentice must be paid at least the fringe rate listed on the applicable federal wage decision.
- e. An apprentice must be supervised by a journeyman (which may include a foreman in the same job classification) at all times. The contractor is to follow the journeyman-to-apprentice ratio specified in the apprenticeship program specifications.
- f. An apprentice must be paid the full journeyman's wage and fringe rates listed on the applicable federal wage decision if the apprenticeship program is not registered, the apprentice is not supervised by a journeyman, the journeyman-to-apprentice ratio in the apprenticeship program specifications is not met, or the apprenticeship paperwork is not provided or does not meet the federal labor standards requirements.

10. **Payroll Record Completion.**

- a. Recommended Templates – WisDOT Payroll Record (DT1929) (customize for use; correction to formulas appearing within template may be required) or the USDOL Form WH-347. Alternate forms are allowed but must be cleared with the UGLG/CDBG Grantee or designated Labor Standards Officer (LSO).
- b. The certified payroll form must contain:
 - 1) Contractor's entity name (and the Statement of Compliance must contain the contractor's entity name and the authorized representative's signature);
 - 2) Payroll/work week number on the project. Payroll records must be numbered in sequential order and have the work week date included. No work payrolls or no work letters/emails are

recommended for weeks in which no work occurs (may be required by UGLG/CDBG Grantee or the designated Labor Standards Officer (LSO)).

- 3) Project name and location.
 - 4) Employee identification number. Each employee's individual identification number (i.e., the last four digits of the employee's Social Security number or other unique identification number assigned to the employee by the employer). Must appear on the payroll for the first week that they work (and subsequent payrolls if employees with the same name are working on the project).
 - 5) Not required – Withholding Exemptions. Completion of the withholding exemptions column on the certified payroll record is not required.
 - 6) Work classifications. The work classifications for all employees must conform to the trades listed on the wage decision or Additional Classification documentation, including the job classification name and group number (if applicable – consistent with the group number listed on the applicable wage decision).
 - (a) Employees working split classifications – Hours and wage + fringe rate for each classification must be identified on the payroll unless the employee is paid one wage + fringe rate that is equal to or greater than the highest applicable rate on the wage decision for their multiple job roles. Averaging the pay rate of the two classes is NOT acceptable.
 - 7) Employee Hours. Straight-time (ST) and overtime (OT) hours worked each day must be reported.
 - 8) Rate of Pay. Hourly wage rate and fringe rate for ST and OT are to be recorded for each employee. (Also see the “Rate of Pay” item below for requirements pertaining to wage and fringe rates.)
 - 9) Gross Amount Earned. The gross amount earned for the CDBG project hours is to be recorded, and if the deduction and benefits values are based on both CDBG project hours and wages and other non-CDBG project hours and wages, then the total Gross wages/Total earnings for the week for all hours worked are also to be recorded.
 - 10) Net Wages. The total amount of the employee's net wages, which is the amount paid to the employee after deductions, is to be entered on the certified payroll record. See note above regarding the gross wages total for CDBG and non-CDBG project hours – the same applies for recording the net wages total.
- c. Employee Contact Information – separate records. All employees' addresses, phone numbers, and email addresses (per USDOL “New Rule” for DBRA, effective 10/23/2023) – on file as separate records (not on payroll record. Must be on file and provided to the UGLG/CDBG Grantee or designated LSO.
- d. Rates of Pay.
- 1) Straight-time (ST) rate cannot be less than the total of the hourly DBA federal wage rate, as listed for the job classification on the wage decision (at the apprentice rate percentage specified in the apprenticeship indenture paperwork for apprentices); plus the base fringe benefits rate listed on the applicable wage decision.
 - 2) Overtime (OT) rate is required for hours worked by an employee over 40 in a work week on the CDBG project (and other federally funded projects subject to federal labor standards during the work week). The OT wage rate required is 1 ½ times the base ST rate normally paid to the employee *or* 1 ½ times the wage rate listed on the applicable wage decision, whichever is greater, and the OT wage rate must all be paid **in cash wage** (i.e. it cannot be funds paid into a fringe plan). The OT fringe rate required is the regular fringe benefits rate listed on the wage decision or the regular fringe rate paid to the employee for ST hours, whichever is greater; and the fringe rate may be in cash or paid into a qualifying fringe benefits plan. Note: If the employer is paying an employee more than the minimum required fringe rate listed on the wage decision for ST and exceeds the total wage + fringe hourly rate required for ST hours, and all or part of the excess fringe rate is paid in *cash* rather than into a plan, the amount for fringe paid in *cash* that exceeds the minimum required to cover the total hourly wage + fringe rate required for ST hours may be ‘counted’ as part of the *cash* amount required to be paid in cash for the OT wage rate.
 - (a) Liquidated damages penalties at the current rate may be imposed for OT pay violations per the CWHSSA. Only hours worked on the CDBG project need to be reported on the certified

payroll record. *[Penalty rate is subject to increase; current as of 2/5/2024 was \$31 per employee per day for which the violation occurred.]*

e. Deductions.

- 1) Deductions must be itemized, listed by deduction type and with the hourly rate value (if the amount is based on hours worked) and total deduction amount for each deduction for each employee for each week in which the employee works.
- 2) Standard deductions required by law (e.g., state and federal taxes, FICA, unemployment) must be recorded on the certified payroll record.
- 3) "Other" deductions (deductions excluding the standard deductions required by state and federal laws, e.g., employee-paid health insurance premiums and retirement contributions, union dues, uniform charges, court-ordered deductions such as wage garnishment and child support, etc.) must be recorded on the certified payroll record; or the total "other" deductions amount may be recorded on the certified payroll records and the detailed itemization may be provided in separate documentation.
- 4) The detailed itemized list must be included on or with the certified payroll record for the first week in which the employee works; and any subsequent payrolls if the deduction type or amount changes for the employee each week.
- 5) Employee signed authorizations or court orders for all "other" deductions must be maintained in the contractor's files and provided upon request.
- 6) All documentation related to employee payroll deductions must be maintained in the labor standards compliance file, and must be available and provided upon request to the UGLG/CDBG Grantee or designated LSO, the State/DEHCR, HUD USDOL, or other regulating entity.

f. Fringe Benefits.

- 1) The itemized list of fringe benefits must be included on the certified payroll record or accompanying Statement of Compliance page, or provided on a separate record signed by or emailed from the authorized employer representative. Must include with the certified payroll an itemized list of fringe benefits and the hourly rate cash value of each benefit, as calculated to establish the hourly fringe benefits rate, for each employee.
- 2) All documentation related to fringe benefits paid to employees and payments made by the employer into qualifying fringe benefits plans must be on file and made available and provided upon request to the UGLG/CDBG Grantee or LSO, DEHCR, HUD or USDOL.

I. Payroll Monitoring Employee Interviews: The employer must inform each employee that they are subject to being interviewed on the job site by the UGLG/CDBG Grantee representative or LSO, the State/DEHCR, HUD, or the USDOL concerning wages, hours, and job duties. Employees are *not* required to respond to representatives from other entities that visit the job site seeking to gather employee or wage information, such as representatives from trade or professional organizations. Employees should ask which entity/organization an interviewer is representing.

J. Other CDBG Program Requirements (Other contract language and specifications – see CDBG contract insertions):

1. **Debarment Checks and Records.**

- a. Record of debarment check of an entity in System for Award Management (at <https://SAM.gov/content/home>) is required by prime contractors and UGLGs/CDBG Grantees *prior* to awarding a contract to an entity to ensure they are not debarred from contracting for a federally funded project.
- b. The name(s) of the contractor entity/company *and* the name(s) of the owner(s) must be searched for debarment in SAM. Records of the debarment searches must be provided to the UGLG/CDBG Grantee or Labor Standards Officer (LSO) and be retained in the contractor's and UGLG's/CDBG Grantee's files. *[The requirement to search entity name and owner name is USDOL "New Rule" effective 10/21/2023.]*

2. **Potential Conflicts of Interest.** Prime Contractors. (See Potential Conflicts of Interest Clause contract insertion) – Prime contractors must disclosure potential conflicts of interest, if applicable.

3. **Lobbying Certification and Disclosure of Lobbying Activities.**

Signed Lobbying Certification form required from all contractors (prime contractors and sub-contractors – all tiers). Completed Disclosure form is only required if the contractor has any lobbying activities to disclose.

4. **Equal Opportunity.** (See Equal Opportunity (EO) and Equal Opportunity/Affirmative Action (EO/AA) contract insertions)
5. **Minority-owned Business Enterprise/Woman-owned Business Enterprise (MBE/WBE) and Section 3 Business Concerns.** (See Equal Opportunity/Affirmative Action, MBE/WBE Web Resources, and Section 3 contract insertions)
Promoting contracting with Minority-owned Business Enterprise/Woman-owned Business Enterprise (MBE/WBE) and Section 3 Business firms in contracting/sub-contracting is required.
6. **Additional Section 3 Contract Requirements.** (See Section 3 Requirements contract insertion)
Requirements differ depending on whether the CDBG Grantee was awarded funds prior to 11/30/2020 OR on or after 11/30/2020) – See “Section 3 Requirements” contract insertion language. Current Employees, Contracting, Hiring, Tracking and Reporting. Section 3 Business Concerns, Section 3 Residents/Targeted Section 3 Residents, Section 3 Employee Income Certifications, Section 3 Reports.
7. **Build America, Buy America (BABA) Act / Buy America Preference (BAP) Requirements.** (See BABA Requirements contract insertion)
 - a. The BABA “domestic procurement” requirements apply for HUD-funded CDBG infrastructure projects: iron and steel materials, construction materials, manufactured products.
 - b. Entity seeking a project-specific waiver must follow the guidance in the BABA contract insertion and use the Wisconsin State CDBG Program BABA Project-Specific Waiver Request Form to request a waiver. May require 6 weeks or more for DEHCR, HUD, and Made in America Office (MIAO) approvals that are required.
- K. **Payment Terms:** Terms and requirements for payment for contractor’s work – Requires detailed invoices for work performed for the CDBG project; compliance with all CDBG requirements (e.g., submission of contractor information and documents, weekly payroll records and supporting documents, and reporting documents; BABA compliance; etc.) and maintaining eligibility status (cannot be debarred).
- L. **Failure to Comply:** Failure to comply with the federal labor standards of Davis-Bacon and Related Acts (DBRA) may result in additional fees, fines, incarceration, and/or delay or denial of payment due the contractor being deemed ineligible for payment. Failure to comply with any and all CDBG program requirements and regulations applicable to the project and contract may result in a delay or denial in payment to the contractor.

SECTION 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.01 Section Includes

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Shop drawings.
- D. Product data.
- E. Samples.
- F. Manufacturer's installation instructions.
- G. Manufacturer's certificates.

1.02 Submittal Procedure

- A. Transmit each submittal with Engineer accepted form. Email submittals are acceptable.
- B. Identify revisions or resubmittals.
- C. Identify project, Contractor, subcontractor, or supplier; pertinent drawing and detail number, and specification section, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction, and coordination of information, is in accordance with the requirements of the Work and the Contract Documents. **Submittal will be returned if the Contractor's stamp is not on the submittal.**
- E. Schedule submittals to expedite the Work. Coordinate submission of related items.
- F. For each submittal review, allow 7 days excluding delivery time from and to the Contractor.
- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the Work.
- H. Provide space for Contractor and Engineer review stamps.
- I. Revise and resubmit, identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.

1.03 Quality Assurance

- A. The Engineer will review submittals only for general conformance with the design concept. Such review shall not relieve the Contractor or any subcontractor of responsibility for full compliance with the Contract Documents; for correctness of dimensions, clearances, and material quantities; for proper fabrication and construction techniques; for proper coordination with other trades; and for providing all devices required for safe and satisfactory construction and operation.
- B. Submittals reviewed by the Engineer and returned to the Contractor will be marked with one of the following designations:
 - 1. Reviewed.
 - 2. Review with Comments.
 - 3. Revise and Resubmit.

4. Rejected.
5. See Letter for Additional Comments.

1.04 Construction Progress Schedule

- A. Submit initial schedule in duplicate within 15 days after the date of Owner-Contractor Agreement, but not later than preconstruction conference.
- B. Revise and resubmit as required.
- C. Submit revised schedule with each Application for Payment, identifying changes since previous version.
- D. Submit a computer generated or horizontal bar chart with separate line for each major section of work or operation, identifying first day of each week.
- E. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.05 Shop Drawings

- A. Shop Drawings include specially prepared technical data for the Work, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form.
- B. Submit number of opaque reproductions required by the Contractor plus three copies which will be retained by the Engineer.
- C. Drawings shall be to scale and of adequate size to clearly show all pertinent aspects of the item.

1.06 Product Data

- A. Product Data includes standard printed information on materials, products, and systems not specially prepared for the Work, other than designation of selections from among available choices printed thereon.
- B. Submit number of opaque reproductions required by the Contractor plus three copies which will be retained by the Engineer.
- C. Mark each copy to identify applicable products, models, options, and other data. Modify drawings and diagrams to delete information that is not applicable to the Work. Supplement manufacturer's standard data to provide information unique to the Work.

1.07 Samples

- A. Samples include both fabricated and non-fabricated physical examples of materials, products and units of work; both as complete units and as smaller portions of units of work; either for limited visual inspection or for testing and analysis.
- B. Submit one sample unless individual specification sections require additional samples.
- C. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate samples for interfacing work.
- D. Submit samples of finishes from full range of manufacturer's standard colors, textures, and patterns for Owner selection.
- E. Include identification on each sample, with full Project information.

1.08 Manufacturer Installation Instructions

- A. When specified in individual sections, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing to Engineer, in quantities specified for Product Data.

- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.09 Manufacturer Certificates

- A. When specified in individual sections, submit certification by manufacturer to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certificates as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Owner.

END OF SECTION

SECTION 01 35 20

SAFETY

PART 1 - GENERAL

1.01 Overview

- A. The personal safety and health of all workers at the project site is of primary importance. The prevention of occupationally induced injuries/illnesses and the compliance with regulatory requirements will be given precedence over operating productivity whenever necessary.

1.02 Related Sections

- A. General Conditions of the Contract.
- B. Supplementary Conditions.

1.03 Informational submittals

- A. Fire-Safety Program: Show compliance with NFPA 241 and authorities having jurisdiction. Indicate the contractor personnel responsibilities management of fire-safety program.
- B. Provide Owner a copy of the Contractor's Safety Procedures and Manual prior to mobilization.
- C. Owner reserves the right to request meeting with Ho-Chunk Safety Director and the General Contractor's on-site Superintendent.

1.04 Outline of Responsibilities

- A. Each Contractor is responsible for compliance with applicable governmental safety regulations for their operations, and the coordination of safety precautions with other Contractors on site.
- B. Each Contractor shall appoint an on-site safety representative who is responsible for administering the Contractor's safety program and has the authority to act on behalf of the Contractor on safety issues.
- C. The Contractor's on-site safety representative shall train and instruct their employees, attend project safety meetings, immediately supervise the correction of unsafe acts or conditions, investigate all accidents and injuries involving Contractor employees and conduct weekly safety meetings with their employees.
- D. Each Contractor shall submit a written report of all accidents causing personal injury or property damage to the General Contractor within 24 hours of their occurrence. The report must include the date and time of the occurrence, damage to equipment or work, names of injured employees, nature of injury, description of the accident/incident and what will be done to prevent the accident/incident from happening again.
- E. The General Contractor will periodically evaluate sub-contractor safety activities and performance in conjunction with each Contractor safety representative. Non-conforming activities or performance shall be corrected by the Contractor immediately.
- F. Prior to mobilization, each Contractor shall submit to the Owner's Representative's office safety Program and Material Safety Data Sheets for all applicable materials to be used on site.

- G. Each Contractor shall maintain the construction site and building premises in a clean and orderly manner, in conformity with all governmental regulations, OSHA standards and recommendations; including, but not limited to, current steel erections and precast concrete standards.
- H. Reference Article 10 of the General and Supplementary Conditions of the Contract for other contractor safety responsibilities.
- I. **SAFE WORK PRACTICES**
1. Any condition or practice that a worker observes that might cause personal injury or damage to equipment should be reported to his supervisor immediately.
 2. Workers should not operate any equipment that, in their opinion, is not in safe working condition.
 3. All prescribed safety and personal protective equipment must be used when warranted and said equipment shall be maintained in good working condition. Hard hats must be worn at all times. All Contractors must comply with the State of Wisconsin OSHA standards.
 4. Trade Contractors shall train their employees in proper lifting techniques.
 5. OSHA compliant safety harnesses shall be used whenever there is danger of falling, including ladder work, when working near edges, on wall forms or outside any perimeter guardrails.
 6. Any Trade Contractor whose employees use powder activated tools must train their employees in their safe operation, and each employee using such tools shall carry certification that they have been properly trained.
 7. Trade Contractors shall not move or disable access/egress lighting. Each Trade Contractor shall provide his own task lighting.
 8. Rebar and other protrusions must be capped by the installing Contractor to prevent impalement.
 9. Each Trade Contractor shall be responsible to install guardrails, toeboards, barricades, nets, covers for floor and roof openings, and other required safety devices to protect their workers/employees and others from hazardous conditions created by their work. Any Contractor failing to do so shall be liable for any damages or injuries sustained. Each Trade Contractor shall be responsible to remove and reinstall any guardrails, toeboards, barricades, nets and other safety devices that must be taken down for the Trade Contractors to perform their work. If the Trade Contractor who removes a safety or other protective device fails to install or reinstall such protective measures, the General Contractor shall direct others to do the work and the costs for such work will be deducted from the Trade Contractor's payment.
 10. Shirts shall be worn at all times. Shirts with sleeves less than 4" or that do not fully cover the torso are not permitted. Tennis shoes (or soft soled shoes) shall not be worn on site.
 11. The use of alcohol or drugs by workers on site is absolutely prohibited. Any worker who violates this policy or is found to be impaired by alcohol or drugs shall be immediately removed from the site by his employer. The Owner shall have the authority to direct a Trade Contractor to remove a worker from a site.
 - a) Drug or alcohol "use" means consuming, possessing, distributing, concealing, buying or selling, being under the influence, or reporting for duty while under the influence of alcohol or drugs to any degree.
 - b) The term "alcohol or drugs" means any form of alcohol or other intoxicating beverage and every type of drug, narcotic plant, or similar narcotic substance, whether illegal or not. Workers who are taking prescription drugs in accordance with a valid prescription must advise their supervisor. The supervisor must determine whether any work restrictions are appropriate. The supervisor shall notify the Project Superintendent of any such work restrictions.
 12. Each Trade Contractor shall ensure that their employees are trained and knowledgeable of the specifics of this Safety Policy.

13. Trade Contractors violating the Safety Policy may be issued a "Safety and Health Violation" as warranted by the Project Superintendent. All violations must be corrected immediately.
14. No tools or equipment will be allowed on site if factory installed or supplied guards and safety devices have been removed, altered or not used.
15. Warning signage applicable to operations being performed shall be posted prior to commencing work.
16. Smoking on the roof is not permitted.

1.05 ENFORCEMENT

- A. Contractors or employees failing to comply with safety requirements shall be subject to disciplinary action. Disciplinary action could include, but is not limited to the following:
 1. Removal of a Contractor, Sub-Contractor, or employee from the site.
 2. Reduction or withholding of progress payments until safety violations are corrected.
 3. Payment of costs for correction of a safety hazard created by the Contractor when an imminent safety hazard exists, or when previous notices are not adequately responded to.
 4. Termination of the Contract.

END OF SECTION

SECTION 01 35 29

ENVIRONMENTAL POLLUTION, SAFETY, AND ACCESS

PART 1 - GENERAL

1.01 Section Includes

- A. Requirements for preventing and/or reducing environmental pollution.
- B. Safety during construction operations.
- C. Public and private access to construction site.

1.02 Environmental Pollution

- A. General: Maintain all work areas on and off the site free from environmental pollution that would be in violation of any Federal, State or local regulation.
- B. Protection of Sewers: Do not impair the operation of existing sanitary sewers. Prevent construction material, pavement, concrete, soil or other debris from entering a sewer or sewer structure. When it is necessary to divert wastewater flow to accomplish the construction work, divert the flow to sewers draining to the treatment facilities. Under no circumstances shall wastewater be allowed to flow onto the ground or into surface waters.
- C. Erosion Control: Sediment from the project site shall not be allowed to be deposited off the site or into surface waters on or off the site. Provide erosion control facilities and measures to prevent erosion.
- D. Air Quality: Minimize air pollution during construction. Wet bare soils during dry weather to minimize dust. Dust prevention is particularly important on unpaved streets and haul roads. Provide dust prevention treatments or watering to reduce dust. Provide and maintain combustion emission control devices on construction equipment and shut down motorized equipment not in use. Trash burning at the construction site will not be permitted.
- E. Noise Control: Conduct the construction operations to cause the least amount of noise. Provide intake silencers on compressors and exhaust silencers or mufflers on internal combustion engines. Do not operate construction vehicles and equipment between the hours of 8:00 P.M. and 7:00 A.M. without written permission from the Engineer.
- F. Spills: Spills of hazardous materials shall be immediately contained and cleanup provided by qualified persons. Report the spill to the applicable authority.

1.03 Safety

- A. Contractor's Responsibility: The Contractor shall be solely and completely responsible for safety as set forth in Sections 6.13, 6.14, and 6.15 of the General Conditions. This requirement shall apply continuously and not be limited to normal working hours. Neither the Owner nor the Engineer nor their representatives are responsible for safety.
- B. Safety Measures and Equipment: Maintain at the job-site safety equipment and apparatus applicable to the work and as prescribed by governing codes.

Provide equipment and supplies necessary to give first aid to injured persons. Establish a procedure for immediate transporting of injured persons to local hospital or medical clinic.

Take necessary precautions to protect the general public from hazards including, but not limited to, surface irregularities or unramped grade changes in pedestrian walkways, trenches and excavations. Provide barricades, lights and signs as necessary to ensure safety to the public.

Performance of the work with respect to ladders, platforms, structure openings, temporary railings, scaffolding, shoring, lagging and machinery guards shall be in conformance with applicable

governing codes.

Maintain temporary fencing, railings, barricades or steel plates as applicable at all openings, trenches or excavations. Provide lights or reflectors as necessary or required by governing codes.

- C. Accident Reports: Immediately report all serious injuries and property damage to the Engineer. Promptly provide a written report of the incident to the Engineer giving full details of the accident including a description of the injury or damage, persons injured or involved and statements of witnesses.

If a claim is made by anyone against the Contractor or any subcontractor resulting from an accident, promptly report the facts in writing to the Engineer giving full details of the claim including investigation and restitution.

- D. Traffic Safety: Comply with all laws regarding closing or restricting the use of public streets and comply with any specific requirements indicated in other Sections or in highway permits specific to the work. Provide traffic control devices in accordance with the Manual of Uniform Traffic Control Devices. Provide properly equipped flaggers as necessary or when required by the contract documents.
- E. Fire Prevention: Execute the work in a manner that minimizes the potential for a fire. Provide fire extinguishers in construction vehicles and equipment. Provide personnel with information on reporting a fire.
- F. Use of Explosives: The use of explosives shall be in accordance with Wisconsin Administrative Code COM 7. Contractor is responsible for obtaining any required permits. For work outside of Wisconsin, comply with the applicable codes of the state in which the work is located.

1.04 Site Access

- A. Access to Property: No public or private road shall be closed except by the express permission of the Engineer or Owner. Conduct the work to ensure the least possible obstruction to traffic and normal commercial pursuits. Construct and maintain such facilities as may be required to provide access to properties. Pedestrian access to properties shall be provided at all times. Vehicle access to properties shall be maintained during all non-working hours.
- B. Where traffic will pass over backfilled areas prior to paving, the roadway shall be maintained in a manner that will allow normal vehicular traffic. Temporary driveway access shall be provided.
- C. Emergency and Public Vehicle Access: Notify the local fire and police departments and public and school transportation companies at least 24 hours prior to closing any street or portion thereof. No street closing shall be made without the concurrence of the fire and police departments. Notify the fire and police when the streets are passable for emergency vehicles. Maintain vehicle access to consecutive arterial crossings or dead end streets in excess of 300 feet unless written permission is obtained from the fire and police departments.

Provide non-working hours telephone number(s) to the fire and police departments to allow contact for emergencies.

Maintain postal service to properties affected by the construction.

END OF SECTION

SECTION 01 45 16
TESTING REQUIREMENTS

PART 1 - GENERAL

1.01 General

- A. Contractor shall employ and pay for the services of an independent testing firm to perform the specified testing.
- B. Testing is required for the following:
 - 1. Cast-in-Place Concrete (Test cylinders, air content, temperature, and slump):
 - a. Section 03 31 00 - Concrete, Forms, and Reinforcement.
 - b. Section 00 30 01 - Sitework Concrete
 - 2. Soils Compaction:
 - a. Section 31 22 00 - Site Preparation and Earthwork.
 - b. Section 31 23 00 - Structural Excavation, Backfill, and Compaction
 - c. Section 31 23 33 - Utility Excavation, Backfill, and Compaction.
 - 3. Aggregate Gradation:
 - a. Section 32 11 23 - Crushed Aggregate Base Course.
 - 4. Asphaltic Concrete Compaction:
 - a. Section 32 12 16 - Asphaltic Concrete Pavement.
 - 5. Bacteriological Testing
 - a. Section 33 11 13 - Water Main Construction.

1.02 Testing Firm Qualifications

- A. Firm shall be qualified and certified for the types of testing to be performed.
- B. Meet basic requirements of ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspections.
- C. Authorized to operate in the State of Wisconsin.
- D. Bacteriological test firm to be approved by the Wisconsin DNR.

1.03 Testing Firm Duties

- A. Provide qualified personnel.
- B. Perform specified inspections, sampling, and testing:
 - 1. Comply with specified standard.
 - 2. Ascertain compliance with requirements of Contract Documents.
- C. Promptly notify Engineer and contractor of observed irregularities or deficiencies.
- D. Promptly submit written reports to Contractor. Each report shall include:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Testing firm name, address and telephone number.
 - 4. Date and time of sampling.
 - 5. Record of weather conditions.
 - 6. Date of test.
 - 7. Identification of specification section.
 - 8. Location of sample or test.
 - 9. Type of test.
 - 10. Results of tests and compliance with Contract Documents.

1.04 Limitations of Authority

- A. Testing firm is not authorized to:
 - 1. Release, revoke, alter, or enlarge on requirements of the Contract Documents.

2. Approve or accept any portion of the Work.
3. Perform any duties of the Contractor.

1.05 Contractor's Responsibilities

- A. Cooperate with testing firm personnel and provide access to the site.
- B. Secure and deliver to the testing firm adequate quantities of representative samples of materials proposed to be used and which require testing.
- C. Furnish incidental labor and facilities:
 1. To provide access to Work being tested.
 2. To obtain and handle samples at the project site.
 3. To facilitate inspections and tests.
 4. For storage, transporting, and curing of samples.
- D. Furnish copies of test reports.
- E. Notify testing firm sufficiently in advance of operations to allow testing firm to assign personnel and schedule tests.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 Section Includes

- A. Temporary utilities and construction facilities.

PART 2 - PRODUCTS

2.01 General

- A. Materials may be new or used, suitable for the intended purpose, and shall not violate requirements of applicable codes and standards.

2.02 Temporary Utilities

- A. Provide and pay for costs of electricity, water, gas, and telephone required for the performance of the work.
- B. Water and Gas: Provide necessary temporary piping, fittings, tanks, metering, and hauling as required.
- C. Electricity:
 - 1. Provide temporary electrical wiring and metering.
 - 2. Provide main service disconnect and over-current protection at a convenient location.
 - 3. Provide area distribution boxes located so that individual trades may use their own power cords for construction operations.
- D. Telephone: Provide telephone or cellular service for direct communication with the Contractor's field project representative.

2.03 Temporary Sanitary Facilities

- A. Temporary Sanitary Facilities: Provide on-site temporary toilet facilities for use of construction personnel. Provide facilities meeting applicable codes. Maintain the facilities in a sanitary condition.

2.04 Field Office and Sheds

- A. Field offices and sheds used to accommodate personnel, supplies, tools, and equipment are the Contractor's option.

2.05 Parking and Staging Areas

- A. Provide adequate space for construction activities.
- B. Staging and material storage areas shall be maintained in an orderly fashion.

2.06 Temporary Heat and Ventilation

- A. Temporary Heat:
 - 1. Provide temporary heat as needed for proper performance of the work, for curing or drying of installed work, and for protection from low temperatures.

2. After the building has been enclosed, maintain the temperature between 50°F and 75°F.
 3. Once operational, the permanent heating system may be used for temporary heat. Replace any filters on permanent systems prior to final completion.
- B. Temporary Ventilation:
1. Ventilate enclosed areas to assist curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, and gasses.
 2. If permanent ventilation system is used for temporary ventilation, replace filters prior to final completion.

2.07 Temporary Lighting

- A. Provide and maintain lighting for construction operations and for security.

2.08 Temporary Enclosures

- A. Provide temporary weathertight enclosure of exterior walls for successive areas of the building as the work progresses to provide acceptable working conditions, to provide weather protection for interior materials, to allow for effective temporary heating, and to prevent unauthorized entry.

2.09 Temporary Fencing

- A. Provide temporary fencing, barricades, and guards to protect existing construction and trees and other vegetation indicated to remain from damage.
- B. Provide site enclosure fence, barricades, warning signs, and lights as required for safety.

2.10 Trash Removal

- A. Provide appropriate containers for storing and containing construction waste material, debris, and rubbish. Remove waste materials from the site at regular intervals.
- B. Recycling of materials is encouraged.

2.11 Water, Snow, and Ice

- A. Maintain site, excavations, and construction free of water, snow, and ice as necessary for protection and execution of the work.

PART 3 - EXECUTION

3.01 Installation

- A. Locate temporary facilities as indicated on the Drawings or as approved by the Owner.
- B. Prepare site for temporary facilities. Provide adequate drainage.

3.02 Removal of Temporary Facilities

- A. Remove temporary utilities and construction facilities prior to Application for Final Payment.
- B. Clean and repair damage caused by temporary facilities.
- C. Restore permanent facilities used during construction to their original condition.

END OF SECTION

SECTION 01 5713
CONSTRUCTION SITE EROSION CONTROL

PART 1 - GENERAL

1.01 Section Includes

- A. Furnishing, installing, maintaining, and removing erosion and sediment control facilities and measures.
- B. The contractor is responsible for providing all erosion control facilities and measures necessary to control erosion and sedimentation at the work site. These facilities and measures may or may not be shown on the Drawings and their absence on the Drawings does not alleviate the contractor from providing them. Any measures and facilities shown on the Drawings are the minimum actions required.

1.02 References

- A. WDNR Technical Standards - See DNR website @ <http://dnr.state.wi.us/org/water/wm/nps/stormwater/techstds.htm>.
- B. Wisconsin Department of Transportation, Erosion Control, Product Acceptability Lists for Multi-Modal Applications PAL, Current Edition.

1.03 General

- A. Requirements of WDNR Technical Standards shall be followed at all times.
- B. Use surface water and erosion control facilities and measures throughout the duration of the construction activity to control the movement of surface water and to reduce the potential for erosion. Maintain the facilities and measures until permanent vegetation is established.
- C. Eroded soil material shall not be allowed to leave the construction site or to enter a waterway, lake, or wetland.
- D. The Contractor shall be responsible for furnishing, installing, and maintaining the erosion control facilities, and in general, shall use construction practices that minimize erosion.
- E. Eroded material that has left the construction site shall be collected and returned to the site by the Contractor.
- F. Prevent construction site tracking with graveled roads, access drives, and parking areas of sufficient width and length to prevent sediment from being tracked onto public and private roadways. Any sediment reaching a public or private road shall be removed by street cleaning (not flushing) before the end of each workday.

1.04 Sequencing and Scheduling

- A. Construct and stabilize erosion control measures for diversions or outlets prior to any grading or disturbance of the construction site.
- B. Install filter fabric and straw bale fences and barriers prior to disturbing the area.
- C. Turf areas that have been completed to finish grade shall be stabilized with permanent seeding within seven days. Turf areas where activity has ceased and that will remain exposed for more than 20 days before activity resumes and soil stockpiles shall be stabilized with temporary seeding or soil stabilizer.
- D. Other erosion control measures shall be in place prior to disturbance of the construction site, as applicable.

PART 2 - PRODUCTS

2.01 Silt Fence

- A. Fabric shall be a woven or nonwoven polyester, polypropylene, stabilized nylon, or polyethylene geotextile with the following minimum properties:

Property	Test Method	Requirement*
Grab tensile strength, lbs min. Machine direction Cross direction	ASTM D4632	120 100
Max. Apparent opening size, US Sieve	ASTM D 4751	No. 30
Permittivity, sec ⁻¹ , min.	ASTM D4491	0.05
Min. UV stability at 500 Hrs, %	ASTM D4355	70%

* Minimum or maximum average roll values.

2.02 Straw Bales

- A. Straw or hay bales in good condition with nominal dimensions of 14"W x 18"H x 30"L.
- B. Stakes: Wood stakes with minimum nominal dimension of 2" x 2" x 30".

2.03 Sediment Logs

- A. Wood excelsior log wrapped in biodegradable fabric or mesh and listed in the Erosion Control Product Acceptability Lists.
- B. Stakes: Wood stakes with minimum nominal dimension of 1" x 1" x 24".

2.04 Temporary Seed

- A. Areas needing protection during periods when permanent seeding is not applied shall be seeded with annual species for temporary protection. Provide species as follows:

Species	% Purity
Oats	98
Cereal Rye	97
Winter Wheat	95
Annual Ryegrass	97

- B. Provide oats for spring and summer. Provide cereal rye, winter wheat, or annual ryegrass for fall seeding.

2.05 Erosion Mat

- A. All erosion mat products shall be of the class and type indicated and shall be chosen from the Erosion Control Product Acceptability Lists.
- B. Class I: A short-term duration (six months or greater), light duty, organic mat. Netting shall be non-organic, photodegradable or biodegradable netting. The weight of the netting shall not exceed 15% of the total blanket weight. The netting shall be sufficiently bonded to the parent material to prevent separation for the life of the product.
1. Type A: A netted product for use on slopes 2.5 to 1 or flatter with a minimum product permissible shear stress of 50 Pa (1.0 lbs/ft²). Not to be used in channels.
 2. Type B: A double netted product for use on slopes 2 to 1 or flatter or in channels with a minimum product permissible shear stress of 70 PA (1.5 lbs/ft²).
- C. Class II: A long-term duration (3 years or greater), organic mat. The weight of the netting shall not exceed 15% of the total blanket weight. The netting shall be bonded sufficiently to the parent material to prevent separation of the net from the parent material for the life of the product.
1. Type A: Jute fiber only to be used for reinforcing sod.
 2. Type B: For use on slopes 2:1 or flatter, or in channels with a minimum product permissible shear stress of 95 Pa (2.0 lbs/ft²). Non-organic, photodegradable, or biodegradable netting allowed.

3. Type C: For use on slopes 2:1 or flatter, or in channels with a minimum product permissible shear stress of 95 Pa (2.0 lbs/ft²). Only 100% organic fibers allowed. Woven mats are allowed with a maximum opening of ½ inch. Use in environmentally sensitive areas that have a high probability of entrapping animals in the plastic netting.
- D. Staples: U-shaped No. 11 gauge or greater wire with a span width of one to two inches and a length of not less than 6 inches for firm soil and 12 inches for loose soil.

2.06 Soil Stabilizer

- A. Soil stabilizer shall be a polyacrylamide (PAM) and calcium solution intended to reduce the erodibility of bare soils. The product shall achieve an 80% reduction in soil loss induced by a two inch per hour rainfall simulator.
- B. PAM mixtures shall be environmentally benign, harmless to fish, aquatic organisms, wildlife, and plants. Only anionic PAM will be permitted.
- C. Anionic PAM, in pure form shall have no more than 0.05% free acrylic monomer by weight, as established by the Food and Drug Administration and the Environmental Protection Agency. The anionic PAM in pure form shall not exceed 200 pounds per batch.
- D. The product provided shall be listed in the WisDOT PAL for Type B Soil Stabilizer.

2.07 Inlet Protection

- A. Type A: Use around field inlets until permanent stabilization methods have been established. Use on pavement inlets prior to installation of curb and gutter or pavement.
- B. Type B: Use on inlets without curb head after casting and grate are in place.
- C. Type C: Use on street inlets with curb head.
- D. Type D: Use in areas where other typed of inlet protection are incompatible with roadway and traffic conditions causing possible safety hazards when ponding occurs at inlet.
- E. Geotextile: Type FF meeting the requirements of the latest edition of WisDOT PAL.

PART 3 - EXECUTION

3.01 Installation of Diversions

- A. Temporary diversions shall be designed and installed in accordance with WDNR Conservation Practice Standard, Construction Site Diversion (1066).

3.02 Installation of Silt Fence and Straw Bale Barriers

- A. Install straw bale barriers and sediment logs in accordance with the Drawings and WDNR Conservation Practice Standard, Sediment Bale Barrier (1055).
- B. Install silt fence in accordance with the Drawings and WDNR Conservation Practice Standard, Silt Fence (1056).
- C. Silt fence and straw bale barriers shall be placed on the contour to the extent practicable. Place fences parallel to the slope with the ends of the fence turned upslope a distance of one to two feet. The parallel spacing shall not exceed the maximum slope lengths as indicated in the following Table:

Fence and Barrier Spacing			
Slope	Spacing		
<2%	100'		
2 - 5%	75'		
5 - 10%	50'		
10 - 33%	25'		
>33%	20'		

3.03 Temporary Seeding

- A. Provide a seedbed of loose soil to a minimum depth of 2 inches.
- B. Apply seed evenly at the rate shown in the following table. Rake or drag to cover the seed to a depth of 1/4 inch.

Species	Lbs./Acre
Oats	131
Cereal Rye	131
Winter Wheat	131
Annual Ryegrass	80

3.04 Erosion Mat Installation

- A. Remove stones, clods, sticks, or other foreign material that would damage the mat or interfere with the mat bearing completely on the surface.
- B. Install erosion mat in accordance with the manufacturer's recommendations.
- C. After seeding has been completed, roll blankets out parallel to the direction of water flow, with the netting on top. Spread the blankets without stretching, making sure the fibers are in contact with the soil. Overlap adjacent strips in accordance with the manufacturer's recommendations. Overlap strip ends a minimum of 10 inches with the upgrade strip on top. Bury the upgrade end of each strip in a vertical trench at least 6 inches deep.
- D. Staple the mat strips in accordance with the manufacturer's recommendations. Staple longitudinal overlaps and outer edges at maximum intervals of 3 feet. Staple strip ends at maximum intervals of 16 inches. Place staples throughout the mat at maximum 3-foot intervals. Insert staples flush with the ground surface.

3.05 Soil Stabilizer

- A. The manufacturer shall provide detailed written instructions on the storage, mixing, and application procedures.
- B. The soil stabilizer may be applied by spraying or by dry spreading.
- C. Application Rates: Apply at the rate recommended by the manufacturer.
- D. Do not apply within 30 feet of body of water (i.e. lake, river, stormwater pond).

3.06 Ditch Erosion Control

- A. The following erosion control measures are minimum requirements for all ditches. The Drawings may include more specific measures.

Ditch Erosion Control		
Slope Range	Method	Bale Checks
0 - 1%	Seed and mulch	None
1% - 4%	Seed and mulch with erosion mat	1% - 2%; Every 200' 2% - 4%; Every 100'
4% - 6%	Staked sod	Every 75'
>6%	Staked sod and/or riprap as specified by Engineer on Drawings	Every 75' for sod

- B. Stone Ditch Checks: Unless otherwise indicated on the Drawings, install stone ditch checks at intervals of one ditch check for every two feet of drop in channel grade.

3.07 Installation of Sod in Ditches

- A. Lay sod so that joints of abutting ends of strips are not continuous. Lay each strip snugly against previously laid strips.
- B. Roll or firmly tamp sod to press the sod into the underlying soil.
- C. Turn the upper edges of the strips into the soil.
- D. Stake strips along the longitudinal axis at 18-inch intervals and near the top edge of the strip. Provide wood lath or similar stakes, 12 inches long. Leave top of stake approximately 1/2 inch above sod surface.

3.08 Installation of Other Facilities

- A. Inlet protection barriers, channel stabilization, grassed waterways, rock lined waterways, sediments traps, sediment basins, and other forms of erosion control measures shall be designed and installed in accordance with *WDNR Technical Standards*.

3.09 Maintenance

- A. Inspect diversions within 24 hours after each rainfall or daily during periods of prolonged rainfall, until the vegetative cover is stabilized. Make necessary repairs immediately.
- B. Inspect filter fabric fences and barriers within 24 hours after each rainfall or daily during periods of prolonged rainfall. Necessary repairs or replacement shall be made immediately. Remove sediment deposits when deposits reach one-half the height of the fence. Follow manufacturer's recommendations for replacing fabric due to weathering.
- C. Inspect straw bale fences and barriers within 24 hours after each rainfall or daily during periods of prolonged rainfall. Necessary repairs or replacement shall be made immediately. Remove sediment deposits when deposits reach one-third the height of the bales. Replace bales after three months.
- D. Inspect all seeding, sod, mulches, mats and nets within 24 hours after each rainfall or daily during periods of prolonged rainfall. Additional mulch, netting or matting shall be applied immediately when necessary to maintain suitable coverage. Make inspections until vegetative cover is established. Water seeding and sod when necessary to promote establishment.
- E. All other soil erosion control measures should be inspected and repaired immediately, if required, within 24 hours after storm event or daily during periods of prolonged rainfall.

3.10 Removal

- A. After final vegetation is established, remove bales, silt fences, *ditch checks*, *diversions*, and other erosion control facilities. Restore areas disturbed by the removals.

3.11 Monitoring for WPDES Permit

- A. Unless indicated otherwise within the Contract Documents, the Contractor shall be responsible for the monitoring requirements of the WPDES permit for storm water discharges associated with construction activities.
- B. Erosion and sediment controls shall be routinely inspected at least every seven days, and within 24 hours after a precipitation event of 0.5 inches or greater. Weekly written reports of all inspections shall be maintained and submitted to the Engineer. The reports shall contain the following information:
 - 1. Date, time, and exact place of inspection.
 - 2. Name(s) of individual(s) performing inspection.
 - 3. An assessment of the condition of erosion and sediment controls.
 - 4. A description of any erosion and sediment control implementation and maintenance performed.
 - 5. A description of the sites present phase of construction.
- C. The Engineer will provide the Contractor with the appropriate DNR form (see section 00 62 30) to use for the inspections.

END OF SECTION

SECTION 01 58 13

TEMPORARY CONSTRUCTION SIGN

PART 1 - GENERAL

1.01 General

- A. Furnishing, Installation, and maintaining of Project sign.

1.02 Quality Assurance

- A. Sign Painter: A professional sign painter experienced in the painting signs of the type specified.

PART 2 - PRODUCTS

2.01 Project Sign

- A. Provide a CDBG sign in accordance with the attached drawing.

2.02 Materials

- A. Structural Framing: May be used or new wood or metal in sound condition and structurally adequate to support the sign.
- B. Sign Board: APA rated A-B grade exterior plywood, sized as per the attached drawing.
- C. Rough hardware: galvanized steel.
- D. Paint: Exterior grade.
 - 1. Background: One coat of primer and one topcoat of white.
 - 2. Lettering and Logo: Minimum of one coat in style, sizes, and colors specified on attached Drawing.

PART 3 - EXECUTION

3.01 Installation

- A. Install sign at project site at location chosen by Owner.
- B. Install sign plumb. Provide sufficient support to withstand normal weather.

3.02 Maintenance

- A. Maintain sign in good condition throughout the project.
- B. Clean and repair as necessary.

CDBG PROJECT SIGN SPECIFICATIONS

The Community Development Block Grant Program (CDBG) project sign (*shown in the Template on the next page*) is required for all CDBG construction/infrastructure projects, including those involving new construction as well as those involving demolition, rehabilitation, and renovation/expansion. The sign must be erected at or near the site where the construction activities are occurring, in accordance with the specifications below.

SIGN SPECIFICATIONS:

- Sign dimensions: 4 feet by 8 feet
- The smallest print must be readable from 50 feet away
- Must be on plywood panel APA Rated A-B Grade-Exterior (*any alternative material must be pre-approved by DEHCR*)
- Must be high quality, professional-grade sign (*i.e., paper taped to plywood board is not acceptable*)
- Generally, must be erected outdoors and weatherproofed for outdoor posting (*an exception to an outdoor location must be pre-approved by DEHCR*)
- Sign must include:
 - Current DEHCR and DOA logos (accessed on the [CDBG Implementation Handbook](#) website under Chapter 7 Attachments)
 - Name of grantee
 - Title of project
 - Reference to the Community Development Block Grant (CDBG) Program and funding sources [Wisconsin Department of Administration (DOA) and U.S. Department of Housing and Urban Development (HUD)], as shown in the template and example on the next page
 - Name and title of the current Governor of the State of Wisconsin and the current Secretary of the Department of Administration (check the [DOA website](#) for updates prior to printing sign)
 - Name and title of the grantee's chief elected official
- Must be on **White** background
- The following text must be in **RED** font:

**A COMMUNITY FACILITIES PARTNERSHIP
FINANCED IN PART BY THE COMMUNITY DEVELOPMENT BLOCK
GRANT FROM THE
WISCONSIN DEPARTMENT OF ADMINISTRATION AND THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

- All other text on the sign must be in **BLACK** font

CDBG PROJECT SITE SIGN TEMPLATE

Town of Ridgeville

**New Fire Station Project:
Norwalk Area Fire District Fire Station Construction**

**A COMMUNITY FACILITIES PARTNERSHIP
FINANCED IN PART BY THE COMMUNITY DEVELOPMENT BLOCK GRANT FROM THE
WISCONSIN DEPARTMENT OF ADMINISTRATION AND THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**



Tony Evers, Governor
Kathy Blumenfeld, Secretary

Keith Giraud, Town Chairman

State and Federal Equal Opportunity laws apply in the construction and use of this project.

SECTION 01 61 00
MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 Section Includes

- A. Products.
- B. Transportation and handling.
- C. Storage and Protection.
- D. Installation.

1.02 Products

- A. Materials and equipment shall be new and unused. Do not use materials and equipment removed from existing construction, except as specifically required or allowed by the Contract Documents.
- B. Where two or more of the same products or components are required, they shall be of the same manufacturer and interchangeable.
- C. Each major component of equipment shall have a nameplate.

1.03 Transportation and Handling

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Deliver products in undamaged condition in manufacturer's original containers or packaging with identifying labels intact and legible.
- C. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- E. Arrange delivery of products in accordance with construction schedules; coordinate to avoid conflict with the Work and conditions at the site.

1.04 Storage and Protection

- A. Store products in accordance with manufacturer's instructions with seals and labels intact and legible.
- B. Store sensitive products in weathertight, climate-controlled enclosures.
- C. For exterior storage of fabricated products, place on supports, above ground.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in an acceptable condition.
- G. Provide coverings as necessary to protect installed products from damage by traffic and subsequent construction operations. Remove when no longer needed.
- H. In the event of damage, replace the damaged item or make repairs as instructed by the Engineer.

1.05 Installation

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies to parties involved in the installation. Maintain one set of instructions at the site.
- B. Handle, install, connect, clean, condition, and adjust products in accordance with the instructions. Where job conditions or specified requirements conflict with the manufacturer's instructions, notify the Engineer.

END OF SECTION

SECTION 01 71 33

RESTORATION

PART 1 - GENERAL

1.01 Section Includes

- A. Restoration of site following construction.
- B. Items to be restored include, but are not limited to, the following:
 - 1. Asphalt, concrete or gravel roadways
 - 2. Driveways
 - 3. Sidewalks and curb & gutter
 - 4. Fences and retaining walls
 - 5. Lawns, grassed areas, trees and shrubbery
 - 6. Culverts and ditches
 - 7. Property corners and survey monuments
- C. Specific items of restoration may be noted on the drawings or included elsewhere in the specifications.

1.02 Quality

- A. Restoration, when completed, shall equal or surpass the conditions existing before construction.
- B. When specifications are included for specific items of restoration, the work shall be performed in accordance with the applicable specification.

PART 2 - PRODUCTS

2.01 Materials

- A. Materials shall be in accordance with specifications when the restoration item is covered by a specification. This includes such items as paving and concrete work.
- B. When there is no specification to cover a particular restoration item, materials used shall be the same as the existing or similar if existing material is unavailable.

PART 3 - EXECUTION

3.01 Roadways

- A. Roadways shall be restored in kind unless otherwise specified.
- B. Pavement
 - 1. Unless noted on the drawings or otherwise specified, the Contractor is required to restore only the pavement removed or damaged during construction.
 - 2. The edges of all asphalt and concrete pavements shall be saw-cut to produce a clean, straight, vertical edge for abutting new pavement.
 - 3. Unless otherwise specified, depth of pavement shall equal that existing prior to construction.
- C. Shoulders
 - 1. Unless otherwise noted, the following conditions shall govern shoulders:
 - a. In residential areas where turf is maintained to the edge of the pavement, the shoulders shall be topsoiled and seeded.
 - b. In rural areas or in residential areas where turf is not maintained to the edge of the pavement, gravel shoulders shall be constructed. Unless otherwise noted, gravel shoulders shall have a minimum compacted thickness of 4" and width of 4 feet.

3.02 Driveways

- A. Driveways shall be restored in kind to the width of the existing drive.

- B. Minimum material thickness shall be as follows:
 - 1. Concrete: 6" with 3" compacted gravel.
 - 2. Gravel: 6" compacted thickness.
 - 3. Asphalt:
 - Residential – 2" with 6" compacted gravel.
 - Commercial – 3" with 8" compacted gravel.

3.03 Sidewalks and Curb & Gutter

- A. Sidewalk
 - 1. Replace to original width.
 - 2. Thickness:
 - a. Standard: 4"
 - b. At drives: 6"
- B. Curb & Gutter
 - 1. Replace to original grade and cross section.

3.04 Fences and Retaining Walls

- A. Repair any damage and replace at original location.

3.05 Lawns, Grassed Areas, Trees and Shrubbery

- A. Lawns and Grassed Areas
 - 1. Restore in accordance with Section 32 92 19.
- B. Trees
 - 1. Replace trees damaged or destroyed which are located outside of easements or rights-of-ways.
- C. Shrubbery
 - 1. Remove and replant whenever possible.
 - 2. Replace damaged or destroyed shrubbery located outside of easements or right-of-ways.

3.06 Culverts and Ditches

- A. All existing culverts shall be reopened and natural drainage restored. Restore culverts broken or damaged during construction to their original condition, size, and location. The Contractor shall notify Engineer of any previously damaged culverts prior to construction activities or as soon as the damaged condition is known.
- B. Restore all drainage ditches destroyed, damaged or otherwise modified during construction. Ditches so reconstructed shall be built in their original locations and cross section or as otherwise shown on the Drawings.

3.07 Property Corners & Survey Monuments

- A. Restore and/or replace all survey monuments and property corners destroyed, damaged, or disturbed during construction. All work under this section must be completed by a Registered Land Surveyor and must be completed in accordance with applicable state and/or local statutes, codes, and guidelines.

END OF SECTION

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 Section Includes

- A. Format and contents of manuals.
- B. Instruction of Owner's personnel.

1.02 Quality Assurance

- A. Preparation of instructions and data by personnel experienced in maintenance and operation of described products and competent as a technical writer to the extent required to communicate the essential data.

1.03 Format

- A. Prepare data in the form of an instructional manual.
- B. Size: 8-1/2 x 11 inch.
- C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; TITLE OF PROJECT; identify subject matter of contents.
- D. Provide tabbed dividers for each separate product and major component parts of equipment.
- E. Text: Manufacturer's printed data, or type written data on minimum 20 pound paper.
- F. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to the size of the text pages.
- G. Arrange content by systems or process flow as applicable under section numbers and sequence of Table of Contents of this Project Manual.

1.04 Contents of Manual

- A. Table of Contents.
- B. For Each Product or System: List name, address, and telephone number of Subcontractor, supplier, manufacturer, and local representative. Provide local source for service, supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to the installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, and to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Bind in copy of required warranties.
- G. Bind in copy of required bonds.

1.05 Manual for Materials and Finishes

- A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom

manufactured products.

- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Additional Requirements: As specified in individual product sections.

1.06 Manual for Equipment and Systems

- A. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replacement parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications.
- C. Include color coded wiring diagrams as installed.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter and any special operating instructions.
- E. Maintenance requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Include detailed information from equipment nameplates such as serial numbers, model numbers, and electrical characteristics.
- J. Include safety features and precautions.
- K. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- L. Provide control diagrams by controls manufacturer as installed.
- M. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- N. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- O. Provide list of manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- P. Additional Requirements: As specified in individual product specification sections.

1.07 Instruction of Owner's Personnel

- A. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed times.
- B. For equipment requiring seasonal operation, perform instructions for other seasons within six months.
- C. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

- D. Prepare and insert additional data in Operation and Maintenance when need for such data becomes apparent during instruction.

1.08 Submittals

- A. Submit three copies of operation and maintenance manuals for review by Engineer.
- B. Resubmit three copies with additions, corrections or changes requested by Engineer.

END OF SECTION

SECTION 01 78 37

WARRANTIES

PART 1 - GENERAL

1.01 Summary

- A. Requirements include administrative and procedural requirements for:
 - 1. Warranties.
 - 2. Warranty submittals.
- B. Related Sections:
 - 1. Section 01 33 00 – Submittal Procedures.
 - 2. Individual Technical Sections.

1.02 Definitions

- A. Standard Product Warranties: Preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to Owner.
- B. Special Warranties: Written warranties required by, or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for Owner.

1.03 Warranty Requirements

- A. Separate Prime Contracts:
 - 1. Each prime Contractor is responsible for warranties related to its own contract. Each Contractor shall warrant their work for labor and material for 1-year minimum. This warranty shall include material purchased directly by Owner and installed by Contractor. Warranty requirements noted in individual sections may exceed this 1-year minimum; if it does, the warranty shall apply for the stipulated time for both material and labor.
- B. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- E. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of warranty on the Work that incorporates the products.
- F. Owner's Recourse: Written warranties made to Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which Owner can enforce such other duties, obligations, rights or remedies.
 - 1. Rejection of Warranties: Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- G. Right of Refusal: Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.04 Submittals

- A. Warranty Commencement:
 - 1. Submit duplicate, notarized copies of written warranties to A/E prior to the date certified for Substantial Completion. A/E's Certificate of Substantial Completion shall be the commencement date for warranties.
 - 2. When a designated portion of the Work is completed and occupied or used by Owner, by separate agreement with Contractor during the construction period, submit properly executed warranties to A/E within 15 days of completion of that designated portion of the Work.
 - 3. For items of Work delayed beyond the date of Substantial Completion, provide updated submittal within 10 days of acceptance by Owner, listing date of acceptance as start of warranty period.
- B. Special Warranty:
 - 1. When a special warranty is required to be executed by Contractor, or Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to Owner through A/E for approval prior to final execution.
 - a. Execute and assemble documents from subcontractors, suppliers, and manufacturers.
- C. Form of Submittal:
 - 1. At final completion compile 2 copies of each required warranty and bond properly executed by Contractor, subcontractor, supplier, or manufacturer.
 - 2. Organize the warranty documents into an orderly sequence based on the Table of Contents of the Project Manual.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION