



WAUPACA COUNTY NEW HIGHWAY
CONNECTION FIBER OPTIC CABLE
INSTALLATION PROJECT
LABOR REQUEST FOR BID
RFB19-001-11

Prepared By:



Multimedia Communications & Engineering, Inc.

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Important Dates:

Bid Release Date –	Wednesday January 29, 2019
Pre Bid Walkthrough –	Not Required for This Project
Last Day for Questions –	Friday, February 8, 2019 – 12:00 p.m.
Final Addendum Issued –	Friday, February 8, 2019 – 4:00 p.m.
Bids Due –	Tuesday, February 19, 2019 – 2:00 p.m.
Bid Award –	No later than Wednesday, March 13, 2019
Project Start –	Monday, March 25, 2019
Project Completion –	Friday, July 26, 2019

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Section 1 BIDDING GUIDELINES

1.01 Pre-Bid Walkthrough

Given the size and scope for the interior installation portion of this project, a Pre-Bid Walkthrough will not be held.

1.02 Bid Submission

All Bid Responses are due in the office of the Waupaca County Information Technology Director no later than **2:00PM Monday, February 19, 2019**.

Respondents are required to submit **two (2) left side bound original responses** and **one (1) unbound copy** in a form suitable for photocopying of all Bid material to:

Mr. Brent Wyland – Information Technology Director
Waupaca County Courthouse
811 Harding Street
Waupaca, WI 54981

Faxed or Emailed Bid Submissions will not be accepted and will be just cause for the Respondent's dismissal from the Bidding Process.

Bid Responses must be sealed and marked on the outside of the envelope/packaging as:

Waupaca County New Highway Connection Fiber Optic Cable Installation Project Labor Bid Response from "Respondent's Name" and address.

All Bids will be opened and publicly read aloud at this time; however, an award will not be made until such time all the bids can be evaluated in their entirety.

1.03 Composition of Response

All Bid Responses must be comprised of the following tabulated components:

Section 1 – Signed Bid Pricing Worksheet (Must use the sheet included in these Bidding Documents)

Section 2 – Addendum Acknowledgement sheet included in these Bidding Documents

Section 3 – Bid Bond or Certified Check for the amount of 5% of the entire Bid Amount

Section 4 – List of Subcontractors

Section 5 – Profile of Prime Contractor (See Section 1.8 Profile of Prime Contractor for details)

Section 6 – Prime Contractor Qualifications/Trade References (See Section 1.9 Prime Contractor Qualifications for details)

1.04 Bid Bond

The Owner requires either a Bid Bond or Certified Check of at least 5% of the Bid to be submitted with the Bid Proposal as a Bid Deposit. The Bid Deposits in the form of Bid Bonds or Certified Checks from the three Bidders deemed by the Owner to have made the best proposals shall be retained until the successful Bidder has returned the executed Contract Documents to the Owner. Following the contract execution, the Certified Checks will be returned via Fed Ex to the Respondents.

1.05 Bid Questions

Bidders shall bring to the attention of the Owner any clarifications, questions, potential problems, suspected inaccuracies, errors, or omissions in the Contract Documents as soon as noted via Email with follow up phone call to the following contact:

Joel Mikulsky

Civil Engineering Technician - Multimedia Communications & Engineering, Inc.

Phone 920-301-7901 / Email - jmikulsky@mcewi.com

All questions will be answered until **12:00 p.m. on Friday, February 8, 2019**. No information provided verbally or by any other personnel will be considered binding.

The successful Bidder may not assert any claim whatsoever against the Owner arising out of its failure to bring to the attention of the Owner any matter which could have reasonably been discovered by the Bidder prior to the submission of its Bid.

1.06 Bid Addendums

Changes or clarifications regarding the matter may be made by the Owner by Official Addendum to Bidders and each Addendum shall be considered as part of the Contract Documents. A final Addendum will be issued no later than **4:00 p.m. on Friday, February 8, 2019**.

Addendums will be posted on the Waupaca County Website at www.co.waupaca.wi.us All Bidders are responsible for receipt of any Addendums issued for this project. No notification will be sent out when Addendums are posted on the Waupaca County website.

All Addendums are to be considered part of these Bidding Documents and must be acknowledged on the Addendum Signature Page included in these Bidding Documents. Failure to acknowledge all Addendums may result in your Response being rejected.

1.07 Prime Contractor and Subcontractors

It is a requirement of this project that the Contractor submitting the Bid Response will perform at least 50% of the underground construction work outlined in these bidding documents with its own crews. Interior Piping, landscaping, hard surface restorations, and Cable Splicing can be performed by approved Subcontractors.

All Subcontractors must be listed by Company Name and role in the Section 4 of the Prime Contractor's Bid Response. Subcontractors must receive approval prior to working on the project. Any addition to, deletion from, or other change to the list of Subcontractors identified in the Prime Contractor's Bid may not take place without the advance written approval of the Owner. The Owner reserves the right to approve or disapprove any Subcontractor.

All Subcontractors will be bound by all terms and conditions of the Contract between the Owner and the Contractor. All Subcontractors must provide the necessary bonds and insurance coverage as required by Waupaca County.

1.08 Profile of Prime Contractor

In Section 5 of its response, the Prime Contractor must:

Indicate the location of the office from which the work will be coordinated and the number of staff employed at that office. If the work is to be performed by multiple offices please include all information regarding communications and coordination procedures between offices.

State the professional organizations to which your firm belongs.

Disclose whether your firm or any individuals assigned to provide services to Waupaca County have any conflicts of interest with Waupaca County or its Board, Committees, elected officials or employees. If so, state the nature of the conflict and provisions that will be made to address the conflict

State that your business is properly licensed to do business in Wisconsin.

State that the individual who signs the Bid Response Sheet has authority to bind your firm.

1.09 Prime Contractor Qualifications

The Prime Contractor must include in Section 6 of its response a Summary of Qualifications that best illustrates its ability to satisfy the requirements of these Bidding Documents. To satisfy this request the Prime Contractor must:

Identify the professionals who will work on the Waupaca County Project, including staff from other than the local office.

Include a list of not less than five (5) references for projects completed within the last five (5) years that are similar in size and or scope to this project. This list must include Customer Name, Contact Name, Contact Phone Number, Description of the Project and the Completion Date. Place particular emphasis on projects performed for government agencies.

Provide detailed information on the Performance Warranty being delivered as part of the Contractor's Response to include registration requirements and terms.

Provide any additional information your firm considers essential to the successful conduct of the Project.

1.10 Alternate Designs

Waupaca County will not entertain alternate designs on the basis that all underground engineering has been completed and is included as part of these Bidding Documents. The engineering has been shared with all various permitting agencies along the route. Changes to the route would negate any approvals that are in place or in process.

1.11 Rights of the Owner

The Owner reserves the right to refuse any and all bids, make final negotiations with the bidder deemed most qualified, waive any inconsistencies in any bid received, waive any formalities with, repeat, or otherwise revise the bidding process when such actions are deemed in the best interest of the Owner.

The Owner will not be held responsible for any costs incurred by the Bidder during the preparation and delivery of its Bid Response.

1.12 Right to Withdraw or Amend Bid

Bid Proposals may be withdrawn prior to the Bid Opening only pursuant to relevant provisions of Wisconsin law, and only by written request to the Owner prior to the scheduled Bid Opening. Otherwise all pricing included in the Bidder's response must be offered for a period extending thirty (30) days beyond the Bid opening date.

Bid Withdrawal by the Successful Bidder after the Bid Opening date will result in forfeiture of the Bid Security Bond or Cashier's Check.

Bidders may submit an amended Bid Proposal so long as it is received before the deadline and is specifically identified as amending a previous submission. No Bid Proposal may be amended after the Bid Opening date unless specifically requested by the Owner.

1.13 Proprietary Information

Respondents are advised that most records and documents in the possession of the County are subject to the state's Public Records law. Trade secrets or proprietary information submitted in response to this solicitation will be protected by the County to the extent permitted by law.

Respondents must provide a statement that identifies the data or other material to be protected and the reasons why protection is necessary. Such trade secrets or proprietary information should be submitted in a separate sealed envelope clearly marked PROPRIETARY.

The County reserves the right to submit such information to its legal counsel for determination of the County's right to deny a Public Records request, if one is made. The determination of County's legal counsel regarding disclosure shall be final and binding on Respondent.

A statement by Respondent that the entire submittal is proprietary and/or a statement that pricing/costs are to be protected cannot be honored. Respondents will be requested to remove any such statement(s) in order to be eligible for further consideration. References may be made within the body of the submittal to proprietary information; however, all information contained within the body of the submittal not under separate cover and labeled proprietary shall be deemed a public record.

1.14 Bid Selection Process

The Owner may at its discretion select a successful Bidder without additional presentation or discussions with the Respondent. Therefore, Respondents are cautioned that their Bids should be submitted initially with the most favorable terms from both a technical and cost standpoint. Unnecessarily elaborate brochures or other presentations beyond that required for presentation of a complete and effective proposal are not desired. If an oral interview is required of selected finalists, it will be at the Respondent's expense.

Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency, and financial capacity of Respondent, ability to render satisfactory service, and past performance will be considered in determining status as a responsible Bidder. The Owner reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the Respondent as deemed appropriate.

During the selection phase the Owner prohibits communication initiated by the Respondent to any Owner Representative, Representative from another entity, or Employee evaluating or considering the Bids, prior to the time a decision has been made.

1.15 Bid Award

If an award is to be made, the successful bidder will be notified no later than **Wednesday March 13, 2019**. A notification will be made to that Bidder and all others of the Owner's intent to award. Once the Successful Bidder receives such notification they have a period of ten (10) business days to return to the Owner any signed contract documents as well as a Performance and Payment Bonds for an amount equal to the total amount of award.

The Bidder must also compile manufacturer cut sheets for all the materials furnished under its bid (with the exception of nuts and bolts type hardware and consumables) and provide the cut sheets to the Owner's Project Manager for approval. Cut sheets must be provided within the ten (10) day time frame discussed above. Failure to provide Bonding and Cut Sheets within the ten (10) day timeframe may be considered Breach of Contract resulting in withholding of the Bid Deposit and the County beginning negotiations with the next low qualified Respondent.

1.16 Contract Negotiation

The Successful Bidder will be awarded a Contract with the Owner that shall consist of all of the Bidding Documents. Bidders shall thoroughly read all of the Contract Documents prior to making a Bid Proposal. Any response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in these Bidding Documents will be subject to rejection. The Owner reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.

The successful Bidder shall furnish, at its own risk, all labor, transportation, tools, equipment, materials, supplies, and all else necessary to perform in strict conformity with the terms of these Contract

Documents. The Owner will not be responsible for additional costs associated with the Contractor's failure to review the project thoroughly prior to submitting a Bid.

Section 2 PROJECT GUIDELINES

2.01 Definitions

Bidder – Any company or organization responding to this Bid

Bidding Documents – All Project instructions, attachments, worksheets, drawings, and addendums

Contract Documents – These Bidding Documents

Contractor – Bidder to whom the project is awarded

Owner – Waupaca County

Prime-Contractor – Same as "Contractor"

Project – Overall scope of work as outlined in the Bidding Documents

Project Manager – Multimedia Communications & Engineering, Inc. representative directing the flow and nature of work being performed

Respondent – Same as "Bidder"

Subcontractor – Any Contractor working under direct control of the Prime Contractor

Work – Tasks comprising the Project

2.02 Description of Work

Waupaca County is soliciting Quotations for the placement of a Fiber Optic Cable Network extending from the Waupaca County Courthouse – 811 Harding St, Waupaca, WI 54981

to the below locations as identified on the CAD Plans prints:

1. Waupaca County New Highway Building – 2670 CTH A, Waupaca, WI 54981

Construction quantities are outlined in Section 6 of these Bidding Documents. The overall connection is broken into two (2) components as identified above and in Sections 6.02.

2.03 Project Management

All work will be performed under the guidance of the Owner's Hired Engineering and Project Management Firm, Multimedia Communications & Engineering, Inc. (MC&E). The MC&E Project Manager will interface with the Contractor's Foreman on a regular basis checking the progress and workmanship of the Prime Contractor and Subcontractors.

The MC&E Project Manager will perform all Door-Hanging along the construction routes. The Contractor will not be required to Door-Hang any areas of construction.

2.04 Construction Schedule

The Contractor will be required to begin the work in earnest no later than **Monday, March 25, 2019** with a substantial completion date, *i.e.* all strands of fiber optic cable completely tested and operational, (with the exception of restoration or other tasks not vital to the operation of the fiber optic network) of no later than **Friday, July 26, 2019**. Additional money for any material or cost of operations increases will not be allowed. The IT room and building shell is expected be ready between July 1st, 2019 and August 1st, 2019. The Contractor will not be responsible for a delay if the New Highway Building is not ready for the

connection; however, the Contractor must include extra costs for a return trip to finish pulling the fiber from handhole 40-1 to the New Highway Building.

The Owner will withhold a portion of each payment as security for payment after the completion of any restorations.

2.05 Prevailing Wage

“The 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) repealed Wisconsin’s prevailing wage laws. Effective September 23, 2017, state prevailing wage requirements on state building projects no longer apply. These changes take effect for projects advertised for bid after September 23, 2017.

This change does not affect the Federal Davis Bacon Act requirements.” (source: <https://doa.wi.gov/Pages/DoingBusiness/PrevailingWage.aspx>)

2.06 Performance and Payment Bond

Upon execution of the Contract, the Contractor shall pay for and furnish to the Owner a Performance Bond and Payment Bond in the total amount of the Contract, which is in accordance with the specific provisions of Wisconsin law relating to such Bonds. Such Bonds shall be provided by a Surety licensed to do business in the State of Wisconsin.

2.07 Equipment and Material Storage

The Contractor will be required to store all equipment to include vehicles, machines, tools, consumables and other work-related materials off-site during times when work is not being performed in the immediate vicinity.

2.08 Hours of Work

There are no restrictions on the hours of work for outside plant activities; however, the Contractor must work with the Owner and Owner’s Representative to ensure that its installation does not interfere with day-to-day and emergency operations undertaken by the Owner. Underground construction activities will be allowed during the hours of 7am to 7pm. Any work outside of the hours listed will require approval by the City of Waupaca or the permitting authorities.

The Contractor must work with the Project Manager who will coordinate access to the County Interiors.

2.09 Project Foreman

The Prime Contractor must assign one Foreman to the Project who will take instruction for all Prime and Subcontracted crews. This Foreman must be on site and act as the single point of contact for the MC&E Project Manager until the Project is completed.

2.10 Warranty on Workmanship and Contractor Provided Materials

The Contractor is required to provide the Owner with a minimum of 1-year warranty on all workmanship and Contractor-provided materials related to the installation of this Project. Warranty must begin on the date of acceptance and continue for one full year thereafter.

Upon discovery of materials or workmanship that is inconsistent with the requirements of these Bidding Documents and subsequent agreements within the 1-year period, the Owner will notify the Contractor and expect to receive within three (3) days a response detailing the Contractor’s proposed remedy. The Owner will work with the Contractor to define a convenient time for the work to be performed.

All costs associated with repairs or restoration of any failure or inconsistency identified within the 1-year period will be borne by the Contractor.

Additional warranties on restoration may be required by the Municipal Permitting Agencies. Such warranties are in addition to any warranty provided to the Owner.

2.11 Encroachment, Excavation and Obstruction Permits

The Contractor must abide by all permitting ordinances, restrictions, and municipal codes. Any permitting authority restoration, guidelines, and requirements supersedes any provisions in this document. Waupaca County will pay for all permit fees directly and will not be a responsibility of the Contractor.

The City of Waupaca may require the Contractor to pull a Street Excavation Permit for all work which necessitates cutting into the Street. If a permit fee is required, each street cut is approximately \$150.00, payable to the City of Waupaca. Please reference Attachment B - City of Waupaca Street Excavation Permit Application for more information.

Waupaca County currently requires the Utility Owner (Waupaca County) to file a Permit to Construct, Operate and Maintain Utilities within the County Right-of-Way. Waupaca County will provide this permit to the contractor for all work within the County Right-of-Ways. There will be no direct permit cost to the Contractor with the exception of those costs related to the proper licensing and bonding that is otherwise necessary to work within the County Right-of-Way. Please reference Attachment C - County Utility Permit Application for more information.

Wisconsin DOT dt-1553 permit is required for longitudinal installation along the Right of Way. Longitudinal fees will be paid for by Waupaca County. Please reference Attachment D - DOT Permit Application - dt1553 for more information.

2.12 Underground Utility Locating

The Contractor must abide by WI State Statute § 182.0175 which outlines the responsibility of the Contractor when excavating on or near underground facilities. The Contractor must have all underground utilities, private or otherwise, located during the course of construction. The Contractor must notify Digger's Hotline three (3) days or more prior to commencement of any underground excavation. The Contractor may not perform work for the Owner under any Digger's Hotline locate ticket other than its own.

2.13 Soil Condition/Depth of Installation Clause

The Contractor must inform the Project Manager immediately upon discovery of any underground conditions such as limestone or boulder fields that adversely affect its ability to drill or otherwise excavate through an area or at the specified depth to the extent where additional resources not included in its price are deemed necessary. The Project Manager and Contractor Foreman together will determine the need for additional resources and costs. If granted, approval for the additional expenses will be delivered in the form of a Change Order from the Owner prior to continuation in that area. Additional charges for placement of the duct at a depth deeper than 36" for the sake of avoiding utilities or other obstructions will typically not be granted.

2.14 Worksite Safety

The Contractor is responsible for the safety of all persons and property inside the construction zone. This entails deploying proper barricades, traffic control plans, and or flagmen to protect vehicles and pedestrians passing by or through the work zone, along with ensuring that equipment operators utilize ground spotters when necessary.

Open ground must be properly barricaded at all times that the Contractor is not in the immediate vicinity of the open ground. Open ground areas that are to remain open overnight or over any extended period

of time must be barricaded in a fashion that will make the open area easily detectable and avoidable by passersby.

Potholes/core holes in the immediate vicinity of the work zone during working hours can be covered with a cone; however, Type II barricades must be placed over any pothole left open overnight. Steel plates over street or sidewalk cores, or the temporary replacement of cores, are the only acceptable means by which to cover the core hole when the Contractor is not physically on site performing work.

All work areas, both interior and outdoor, must remain clean and free of all rubbish and tools not in use at all times. At the end of each workday, the Contractor must clean the worksite and secure all equipment and tools.

Worksite safety procedures must follow and comply with the guidelines and requirements of all applicable Municipal and OSHA standards.

2.15 Traffic Control Plan

The Contractor must provide an approved Traffic Control Plan consistent with the guidelines set forth in the Wisconsin DOT Manual on Uniform Traffic Control for all construction being performed. MC&E will provide any necessary drawings for the Contractor's Traffic Control Plan submissions if required.

2.16 Excavations

Excavations shall not remain open in excess of three (3) calendar days unless specific permission is obtained from the Owner prior to the third day.

In all streets, alleys, sidewalks or other public ways, whether improved or unimproved, all excavated material shall be removed and the trench shall be completely backfilled with sand or gravel, unless permission is obtained from the Owner to use excavated material for backfill.

2.17 Hard Surface Potholing

The Contractor will be allowed to mechanically core through hard surface streets to locate existing utilities provided that the restoration of the core be performed per the City of Waupaca Regulation For Filling Cuts or Excavations.

Potholing is not allowed in sidewalks and ADA compliant or non-compliant pedestrian ramps. Any hard surface excavations within any sidewalk or ramp panels will result in the Contractor's replacement of the entire panel, along with adjacent panels at the Contractor's expense. Each panel replacement will be inspected by the City of Waupaca.

At no time can the Contractor perform any excavation that undermines the adjacent in-tact surfaces, thereby making vertical mechanical compaction impossible and creating future potential for subsurface failure.

2.18 Restoration Guidelines

Restorations must follow the specific guidelines set forth by the City of Waupaca, Waupaca County, and WiscDOT.

The Owner will not be responsible for additional costs associated with the failure to identify all restoration guidelines in the Contractor's initial Bid Response.

2.19 Erosion Control Policy

Any prolonged open excavations or standing debris piles may require erosion control practices such as sandbagging around the area or placing hay bales around the area. The City of Waupaca, Waupaca

County, and WiscDOT will determine the need for such barriers on a case by case basis. WiscDOT Traffic Control Plan must be followed.

The Contractor must employ good housekeeping practices that will prevent the ingress of any excavated materials into the Municipal storm water system. This includes properly covering storm sewer inlets with DOT Filter Fabric (DOT Type FF, not felt or silt fence material) near areas where excavation and directional drilling operations occur. DOT Type C Inlet protection standards apply (2x4 across back of inlet with DOT Filter Fabric over inlet held in place by inlet cover).

Municipal Erosion Control Applications may be necessary for any areas where excavation beyond that of bore pits, utility locates, and handhole placement occurs. At no time can spoils or other debris be stored or piled in the street gutter.

2.20 Indemnification

Any loss, theft, or damage claims arising from the unsatisfactory barricade placement, or other Contractor negligence will be the responsibility of the Contractor. The Contractor will save, indemnify and hold harmless the Owner and its Representatives (hired or otherwise) against all claims, liability, judgments, costs, expenses, and attorney's fees of any kind whatsoever which may in any way come against the Owner as a consequence of the granting of the Contract, or by reason of any act or omission of the Contractor or the Contractor's agents, employees, Subcontractors, or assignees, arising out of the performance of the Contract.

Section 3 AERIAL INSTALLATION

3.01 Aerial Placement Description

This project entails approximately **3,638'** of new Aerial Strand and Fiber Optic Cable to WPS owned poles along the path shown on the accompanying CAD Plans.

3.02 Published Standards

The Aerial Installation will be performed on WPS owned Poles. All standards published by WPS as well as the National Electric Safety Code (NESC) and the National Fire Protection Association Publication Chapter 70 (National Electric Code) must be followed by the Contractor.

3.03 Pole Line Engineering

All attachment heights have been identified on the associated CAD Plans. All attachments must be made at the heights shown.

Midspan tensions have been calculated to properly sag the cables in to the existing sag of communication and power conductors. The Contractor will be provided with Sag tables for each aerial span that will show the proper tension for each span.

Expansion loops have been included in the aerial sections of the project. The Contractor will be required to install these expansion loops using snowshoe expansion loop brackets and pole mounts. 150' of cable must be stored in each expansion loop.

3.04 Aerial Hardware

The Contractor must provide all attachment hardware such as pole line hardware (3-bolt clamps etc.) bolts, nuts and washers for all poles, all 1/4" EHS aerial strand, anchors, guy guards, and riser guard materials for this project. All pole line hardware must be galvanized. Aerial Strand must be 1/4" Domestic Galvanized Steel rated at 6,000 lbs max load strength.

3.05 Pole Bonding

The Contractor will be required to bond the new strand to every pole equipped with a ground along the route. The Contractor must use a copper bond clamp and #8 AWG bare solid copper conductor to complete each bond.

3.06 Riser Poles

At the ground line of each riser pole, the Contractor must install a steel U-guard Adapter which will cover the exposed 2" ducts and connect to the bottom piece of riser guard. One Manufacturer of this U-guard Adapter is Electrical Materials Company – part number 52-2BC.

All risers must be guarded using a combination of 2.25" steel and PVC riser guard from the U-guard Adapter to an elevation within one foot of the attachment height. The first piece of Riser Guard must be galvanized steel 8 feet in length. Above the first piece of riser guard the Contractor can install PVC guard to the top of the riser.

Riser quadrant drawings will be provided to the Contractor to identify the location of each riser on the pole.

3.07 Pole Anchors and Down Guys

The Contractor must install 6" x 66" screw anchors at all location shown on the associated CAD plans. These anchors must be installed a minimum of 3' from any power anchor point. MC&E will flag all anchor locations on site prior to construction. No auxiliary attachments will be allowed. All downguys must be insulated using a ceramic insulator installed within 2 feet of the pole attachment point. All downguys must be protected with a 6-foot yellow guy marker.

Section 4 UNDERGROUND CONSTRUCTION GUIDELINES

4.01 Duct Placement Guidelines

This project entails placement of approximately **17,460 feet** of a single 2" SDR 11 HDPE duct. The Contractor is responsible to provide all duct, handholes, locate posts, locate wire, and pull rope as part of its installation responsibilities. The HDPE Duct part number referenced in Section 9 – Contractor Provided Materials references a duct that includes a mule tape for cable installation. The Contractor will be required to provide all mule tape necessary for cable installations whether it be included with the duct at the time of purchase or provided and installed separately. All ducts will be placed on the routes identified in the attached CAD Plans. All ducts must maintain a minimum horizontal clearance zone of 18" when paralleling other underground utilities with the exception of water and sewer (storm and sanitary) mains where parallel runs must maintain 60" horizontal clearance.

All underground ducts must be placed a minimum of 36" below finished grade wherever possible. Instances where the duct must be placed at a shallower or drastically deeper depth must be brought to the attention of the Project Manager prior to installation.

The Owner's Project Manager will be on site to coordinate actual placement. Routes will be marked with the use of paint and flags when necessary. The Contractor must not place duct along the route without first reviewing the individual areas with the Project Manager. This measure is designed to avoid instances where the new duct may encroach the restricted clearance zones of other utilities or extend outside the Right-of-Way.

All exposed duct ends must be covered with a temporary plug or adequately sealed with duct tape to prevent the ingress of dirt, water, and debris prior to the installation of the cable, locate wire, and mule tape.

4.02 Handhole Placement Guidelines

The Contractor will be required to place new 24"x36"x36" pre-cast handholes (Quazite PG2436BB36 base with PG2436HH21 Extra Heavy Duty [ANSI Tier 22] 1 piece lid marked "Fiber Optics") and new 36"x60"x36" pre-cast handholes (Quazite PG3660BB36 base with PG3660HH21 Extra Heavy Duty [ANSI Tier 22] 2 piece lid marked "Fiber Optics") along the route shown on the CAD plans. See the attached CAD drawings for placement location of the handholes. Manufacturer substitutions "or-equals" will not be allowed for the handholes and lids.

The handholes must sit parallel with adjacent streets, buildings, or other structures and must be flush with all surrounding surfaces, and if installed on a slope or grade the handhole must follow the contour of the grade as much as possible.

The installed handholes must sit atop a 12" bed of ¾" washed, crushed stone for drainage – pea gravel or other stone smaller than ¾" is not an acceptable base for drainage. All fill around the Handhole must be mechanically compacted in 12" layers to within 8" from the top to prevent settling.

Inside each new handhole the Contractor will be required to install a single 5' long by 1/2" diameter copper clad ground rod. The ground rod must not protrude more than 3" above the surface of the crushed stone bed. After ground rod installation, the Contractor must equip the top with a conductor clamp that will allow the Contractor to tie a #12 AWG UL TYPE USE 2/RHH/RHW-2 Outdoor rated PVC jacketed stranded copper locate wire to the end.

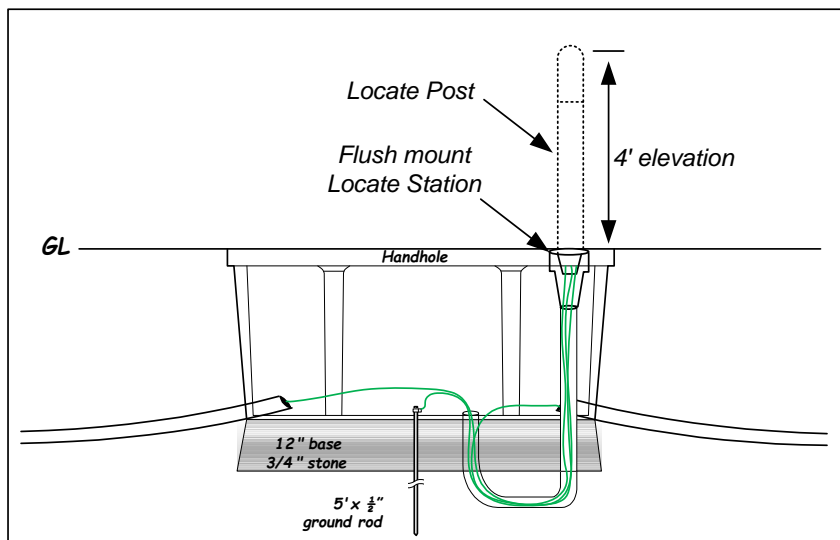
4.03 Locate Post Placement Guidelines

The Contractor will be required to install locate posts adjacent to handholes identified on the CAD Drawings. The Locate Posts will be used to access the locate wires for future locating purposes.

Between the handhole and locate post the contractor must install a short length of 1-1/4" underground plowduct. This will facilitate the installation of the locate wires into the post from the handhole.

At no time will a locate post be installed in a location where it impedes or can be damaged by the removal of the handhole lid.

Detail Drawing of Handhole and Locate Post Installation



4.04 Fiber Optic Cable Installation Guidelines

The Contractor can install the fiber optic cable by hand or with the use of pneumatic/hydraulic installation equipment. However the means of installation, the Contractor must take care to not exceed the cable's maximum pulling tension (typically 600lbs). When using a mechanical tugger the contractor must have the ability to monitor the pulling tensions to ensure the maximum is not exceeded at any time during the installation.

At each handhole the Contractor must store a minimum of 150 feet of cable slack (unless otherwise noted on the CAD Plans) neatly coiled and stored upright in the handhole and labeled at each end with a permanent label, identifying the Cable Owner as "Waupaca County" and the Strand Count as "XXX Strand Singlemode" cable. Suitable labels for this purpose are Panduit #PST-FO.

Following cable, locate wire, and mule tape installation, all occupied ducts must be plugged using a split plug appropriately sized to accommodate the cable diameter – do not use foam, putty, or tape to permanently plug any duct. All spare ducts must only contain mule tape for future installations and be sealed using properly sized duct plugs.

4.05 Locate Wire Installation Guidelines

The Contractor will be required to install a #12 AWG UL TYPE USE 2/RHH/RHW-2 Outdoor rated polyethylene-jacketed, stranded copper locate wire along all routes. This locate wire will be installed inside the plowduct with the fiber optic cable.

Where the new locate wire enters the locate posts it must be secured to the device's insulating lugs via a crimp-on spade connector. The locate posts are equipped with multiple lugs. The outer lugs are for use with locate wires that run inside the plowduct in either direction from the locate post, while the center lug is used to route a #12 AWG UL TYPE USE 2/RHH/RHW-2 Outdoor rated polyethylene-jacketed stranded copper ground wire through the base of the locate post to the ground rod located inside the adjacent handhole. The Contractor must tie the conductor to the ground rod using the attachment clamp and to the locate post in the same fashion that is used for the locate wires.

4.06 Mule Tape Installation Guidelines

The Contractor will be required to install a single 1,800 lb. mule tape within the plowduct with the locate wire and fiber optic cable.

Section 5 INTERIOR CONSTRUCTION GUIDELINES

5.01 Above Ground Exterior to Interior Transition – NOT REQUIRED FOR THIS PROJECT

~~In instances where the underground plowducts extend to the exterior of a building whose entry point is above grade, the Contractor is required to transition below grade from each plowduct to a Galvanized Rigid Steel pipe that extends up the side of the exterior wall to an elevation shown on the accompanying Interior Drawings. At the below-grade transition point where the rigid pipe meets the plowduct, the Contractor must utilize a watertight fitting that is rated for underground use (Shur-Lock SL 602C 200 or approved equivalent). The Project Manager must approve the final location of building risers.~~

~~At the top of the rigid pipe run, the Contractor must core a 2" hole into the building and install a 12"x12"x6" NEMA 3R rated pull box over the hole and aligned so the building core is situated at the top of the pull box. The core into the building must be sleeved with EMT. Interior EMT extending to a termination room can extend through the core to satisfy this sleeve requirement, however instances where Interior EMT is not being placed the Contractor must sleeve the core with EMT and securely fasten the sleeve to the~~

~~exterior pull box and inside the building. All sleeves/EMT ends must be equipped with collared fittings to avoid cable damage.~~

~~Extending out of the bottom of the outdoor pull box, the Contractor must install a 1/2" Rigid Steel pipe down to the elevation noted on the attached interior drawings. This pipe will house the locate wire that runs back to the nearest locate post or housing along the plowduct path. At the bottom of this 1/2" pipe the Contractor must install a steel single gang outdoor outlet box with waterproof cover. A 12" coil of Locate wire must be housed inside the single-gang outlet box.~~

~~All exterior pipes and boxes must be securely fastened to the building wall with anchors and fastening hardware suitable for a permanent installation into the materials comprising the wall.~~

5.02 Interior EMT Installation – NOT REQUIRED FOR THIS PROJECT

~~Where any conduit penetrates any interior concrete/block wall cores, the Contractor must seal around the conduit with mortar.~~

~~Where the interior conduit passes through any non-concrete/block wall the Contractor must create a hole through the wall only large enough for the conduit to pass through, then seal around the conduit with ASTM E814 (UL 1479) approved fire stop materials.~~

~~Prior to cutting or coring into or through any building structure that could be deemed as "building support structure" the Contractor must obtain permission from the Project Manager.~~

~~The Contractor must take all necessary precautions to prevent activation of building alarms, such as fire or security. Conduits that enter rooms that are sealed for the sake of Halon release systems must be sealed to ensure that the room's integrity is maintained.~~

~~At each end, and along the interior conduit path approximately every 10 feet, the Contractor must label the EMT with a warning label identifying the contents as a fiber optic cable. Suitable labels are Panduit's #PCV-FOB.~~

~~Along the interior EMT conduit path the contractor may be required to install various sizes of Type 1 pull boxes fitted with a screw cover for pulling assistance, duct access, and cable storage. Pull Box location and size is detailed on each building's Interior Piping Drawing. At every pull box (and building entry box) the contractor must use screw type fittings to attach the conduit to the box.~~

~~The interior conduit will need to be bonded to a ground point at each building. The Project Manager will determine the ground points. Cable used to Bond the EMT to the Building Ground Electrode will be no smaller than a #6 AWG Stranded copper and must have a green jacket suitable for interior use.~~

5.03 Interior Cable Installation

~~At each site the cable will be installed within existing cable tray to an existing data rack. At some point within the cable tray, NEMA box, or cabinet as defined on the Interior plans in each building the Contractor must store a 30' expansion loop.~~

~~Following the installation of the fiber optic cable through the exterior and interior EMT conduit, the Contractor must seal the conduit ends (where the EMT enters the outside pull box and where the EMT enters the termination room) with ASTM E814 (UL 1479) approved fire stop materials.~~

Section 6 CABLE SPLICING TERMINATION AND TESTING GUIDELINES

6.01 Cable Pre-Acceptance Testing

Prior to release to the Contractor, the Owner will require the Contractor crews to perform "pre-acceptance testing" with an Optical Time Domain Reflectometer (OTDR) on each fiber optic cable. The pre-

acceptance testing will verify the performance of the cable prior to it being released into the Contractor's possession. Pre-acceptance testing must be performed on every cable strand at 1310nm and 1550nm only from the exposed end of the cable. Test results must be provided to and approved by the Project Manager prior to release of the cable to the Contractor for installation.

6.02 Outdoor Fusion Splicing

The Contractor will be required to Fusion Splice the fiber optic cables at each of the splice points identified on the CAD Plans. The Owner will provide all splice cases and trays while the Contractor must provide all splice sleeves and consumables.

6.03 Indoor Fiber Termination

All cable terminations will be performed by splicing factory terminated single strand fiber optic cable pigtails to the ends of the outdoor fiber optic cables. The Owner will provide all pigtail assemblies and cable termination and interior splicing panels while the Contractor must provide all splice sleeves and consumables. The Contractor will be required to install all Owner-provided Termination and Splice equipment as well as route all pre-terminated pigtails between devices.

6.04 Fusion Splicing Equipment

All cable strand splicing will be performed using a fusion splice machine that is capable of splicing within a 0.2dB loss tolerance and equipped with either live monitoring or a Local Injection Detection (LID) testing system, thus ensuring the splice quality while the splice is set up in the machine.

All splices will be protected with appropriate fusion splice sleeves fitted with steel-reinforcing rod(s) (provided by the Contractor).

6.05 Cable Testing

Following the splicing and termination procedures the Contractor will be required to test each strand using an OTDR and Power Meter Light Source (PMLS) at 1310nm and 1550nm. Each terminated strand will be tested between the sites along the ring with both devices at both wavelengths. This totals 8 tests per strand. **All OTDR tests must be performed using a launch cable that is at least 500 meters in length and with an event threshold setting of equal to or less than 0.01db per event.** This will allow the inspector to review the initial connector interface and all splices or anomalies that register greater than 0.01 along the trace.

6.06 OTDR Viewing Software

Prior to the OTDR testing the Contractor must provide a copy of the OTDR viewing software that is capable of allowing a user to electronically review the test results.

6.07 Test Documentation

Following the OTDR testing the Contractor must provide the Owner with one electronic copy of each test performed. Prior to testing, the Contractor will be provided with the strand identification and labeling plan, the electronic copies of the test results must match the labeling scheme provided to the Contractor.

Following the PMLS testing, the Contractor must provide the Owner with test results showing the total link loss between each site along with the average loss for each strand. The test results must be provided on any Windows® compatible electronic spreadsheet.

6.08 Optical Loss Budget

The Contractor will be provided with optical link budgets for each installed cable strand. Budget losses are calculated using the total link loss between sites, and then averaging the result of both directions

using the parameters identified in Table 1 below. The test results provided to the Project Manager must confirm that 100% of all installed strands perform within the optical loss budget and within the specific tolerances for individual events identified in Table 1 below.

Note that even though a link loss test may show a loss that is within the optical budget, any event shown by the OTDR report that exceeds its thresholds listed in Table 1 will result in a failed test result and must be remedied prior to system acceptance by the Owner. Instances where individual tolerances cannot be met must be reviewed with the Project Manager prior to completion.

Table 1

Event	Wavelength	Threshold (dB)
Coupler Loss	1310nm	0.4dB
	1550nm	0.4dB
Splice Loss	1310nm	0.2dB
	1550nm	0.2dB
Cable Attenuation	1310nm	.35dB/Km
	1550nm	.25dB/Km

Section 7 CONSTRUCTION QUANTITIES

7.01 Use of Quantities Shown

The following lists represent a high-level overview of the project tasks associated with the connection between the Waupaca County Courthouse in the City of Waupaca to the New Highway Department. These quantities should not be solely relied on for bidding purposes. It is the Contractor's responsibility to thoroughly review and calculate its own quantities and footages in order to complete this Project as outlined in this document. The Bid amount must be adequate to fulfill the intent of the entire Project.

7.02 Construction Quantities

The following lists represent a high-level overview of the project tasks associated with the connection between the Waupaca County Courthouse in the City of Waupaca to the New Highway Department.

- 17,460' – OSP Place new single 2" SDR 11 HDPE Duct
- 17,460' – OSP Pull single cable with locate wire and mule tape through new 2" duct
- 450' – OSP Pull single cable with mule tape through existing 2" duct (one existing fiber occupies duct)
- 50' – OSP Pull single cable with mule tape through existing 2" duct (empty)
- 105' – ISP Pull single cable with mule tape through existing 2" duct (one existing fiber occupies duct)
- 75' – ISP Pull single cable with mule tape through existing 2" duct (empty)
- 3,638' – OSP Place new strand and cable on 22 WPS owned Poles (new attachments)
- 10 – OSP Place new 24"x36"x36" handholes
- 2 – OSP Place new 36"x60"x36" handholes
- 10 – OSP Place new above grade Locate Posts
- 3 – OSP Place new Down Guy and Anchor
- 216 – Pre-acceptance test cable (one Reel of 168 SMFO and one Reel of 48 SMFO)
- 180 – Terminate 168 strands at Courthouse, and 12 strands at New Highway Building

48 – Outside Plant Splice 48 strand cable

156 - Test strands with OTDR from Courthouse to New Highway Building (One-Direction)

12 - Test strands with OTDR from SO Annex to New Highway Building and vice versa (Bi-Directional)

12 - Test strands with PMLS from SO Annex to New Highway Building Tower and vice versa (Bi-Directional)

Section 8 OWNER PROVIDED MATERIALS

8.01 Owner Provided Material List

The Owner will purchase and provide all of the following materials for this project. The Contractor will receive these materials as the project progresses and is not required to provide long term storage of any kind for the Owner Provided Materials:

1. All Fiber Optic Cables and Pigtail Assemblies
2. Inside Plant Termination and Fusion Splice Panels
3. Outdoor Splice Cases and Trays
4. All necessary Data Racks/Cabinets

Section 9 CONTRACTOR PROVIDED MATERIALS

9.01 Contractor Provided Material List

The Contractor must purchase and provide all of the following materials for this Project:

1. Underground Plowduct – 2” inside diameter first-run **SDR-11** HDPE Orange smooth exterior/smooth interior with mule tape. Carlon A13C6N1JNNE (2”), or approved equivalent.
2. All Aerial Pole Line hardware to include pole attachment hardware, riser hardware, strand, lashing wire, expansion loop brackets “snowshoes”, and grounding hardware.
3. Small Flush-mount Handhole – Composite concrete fiberglass construction 24”x36”x36h” with extra heavy duty cover marked “Fiber Optics”. Quazite #PG2436BB36 Base / #PG2436HH21 (ANSI Tier 22) 1 Piece Cover (no substitutions or equivalents).
4. Large Flush-mount Handhole – Composite concrete fiberglass construction 36”x60”x36h” with 2 piece extra heavy duty cover marked “Fiber Optics”. Quazite #PG3660BB36 Base / #PG3660HH21 (ANSI Tier 22) 2 Piece Cover (no substitutions or equivalents).
5. 1800 pound mule tape – Carlon TL38203 or approved equivalent manufacturer for both pulling initial cables and spare for future use.
6. Locate Wire – #12 AWG UL TYPE USE 2/RHH/RHW-2 outdoor rated polyethylene-jacketed, stranded copper. Non-manufacturer specific.
7. Split Duct Plug – 2” outside diameter split plugs with interior port diameter sufficient for cable size. Carlon or approved equivalent.
8. Aluminum Threaded Duct Coupler – Non-manufacturer specific.
9. Ground Rod – 5’x1/2” copper clad ground rod. Non-manufacturer specific.

10. Locate post – 6' high x 3" diameter locate post white base with orange removable tip cover. Each locate post will have a Diggers Hotline sticker with their 1-800-242-8511 on it. Pro-Mark Utility Supply Inc.'s Pro-Mark Model PM-TS3 or approved equivalent.
11. Fusion Splice Sleeves – Clear heat shrink fusion splice sleeve with steel reinforcing rod. Non-manufacturer specific.
12. Fiber Optic Cable Labels – Yellow plastic labels for cable. Panduit #PST-FO.
13. Consumables and Installation hardware – Contractor required consumables for the installation of all the above items and Owner-provided items per this Request for Bidding Documents.

9.02 Contractor Completion clause

The Contractor is required to complete the installation with the material included in its Bid response.

Section 10 BID PRICING WORKSHEETS

10.01 Project Pricing Worksheet

CONTRACTOR NAME _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail _____

SECTION 6.02 LUMP SUM PROJECT PRICING: \$ _____

Authorized Representative (Please print)

Title

Authorized Representative Signature

Date

The above signed representative of the above identified Company does depose and swear that he/she does possess the authority required to sign into Contract the above Company for the terms outlined in these Bidding Documents and furthermore states the above Representative and Company have not engaged in any collusion or otherwise price fixing negotiations with any other Company or Firm not represented herein that would restrain the competitive bidding process defined in these Bidding Documents. By presenting this quotation, the Representative agrees to provide the full scope of Contractor provided materials and services defined in these Bidding Documents for the price shown above; understands the entire scope of Work; and has inspected the sites and routes to determine the conditions in which the Work will be performed.

<u>Notary Seal</u>	Subscribed and sworn before me this the ___ Day of _____, 2019
	In _____ County, State of _____
	_____ Notary Public Signature

10.02 Unit Pricing

The following information will be used to calculate changes to the project scope after bid award. Should the Contractor be asked to perform additional work under this Contract, or should changes be made to the design, newly negotiated prices will be calculated using these figures as a base. All materials provided under the Unit Pricing must be of the same manufacturer and part number as those used in the Lump Sum Bid.

PROJECT UNIT PRICING:

Aerial Construction:

Place new Strand and Cable (include all hardware and strand in cost)	\$_____ Per foot
Install new Riser Guard to elevation of 18 feet (include riser guard materials cost)	\$_____ Per pole
Install new Down Guy and Anchor (include materials in cost)	\$_____ Per pole
Install new Aerial Expansion Loop (include Snowshoe cost)	\$_____ Each Loop

Underground Construction:

Directional Bore single 2" HDPE duct (include duct)	\$_____ Per foot
Plow single 2" HDPE duct (include duct)	\$_____ Per foot
Add second 2" HDPE duct to existing directional bore duct pack (include duct)	\$_____ Per foot
Add second 2" HDPE duct to existing plow duct pack (include duct)	\$_____ Per foot
Install 24x36x36 handhole with cover (include handhole and cover)	\$_____ Each
Install 36x60x36 handhole with split cover (include handhole and cover)	\$_____ Each
Install 6' locate post and 5'x1/2" ground rod (include rod and post)	\$_____ Each
Install flush-mount locate station (include locate station)	\$_____ Each
Pull single cable, locate wire, and mule tape through empty 2" duct (Include locate wire and mule tape)	\$_____ Per foot
Pull single cable and mule tape through occupied 2" duct (Include locate wire and mule tape)	\$_____ Per foot

Fiber Splicing and Testing:

Outdoor Fusion Splice single fiber optic cable strand (include heat shrink sleeve)	\$_____ Each
Indoor Fusion Splice single fiber optic cable strand (include heat shrink sleeve)	\$_____ Each
Bi Directional Test single strand with OTDR and PMLS and provide documentation	\$_____ Each

10.03 Addendum Acknowledgement

By Signing below, the Bidder acknowledges the receipt of all associated addendums for this project as listed below:

List of Addendums Received (ex. Addm. 1, 2, 3 etc.)

Signature

Appendix A CONTRACT TERMS

A1 Interpretation Of Contract Terms

When any question or dispute shall arise as to the interpretation and/or implementation of any terms and conditions of this Contract, the determination of the Owner shall be final. In the event of a conflict or inconsistency between the Contract Terms and the rest of the Bidding Documents, these Contract Terms shall govern.

A2 Assignment

The Contractor shall not assign the whole or any part of this Contract without the advance written approval of the Owner. Any assignment will be subject to all terms and conditions of the Contract between the Owner and the Contractor.

A3 Indemnification

The Contractor will save, indemnify and hold harmless the Owner and its representatives against all claims, liability, judgments, costs, expenses, and attorney's fees of any kind whatsoever which may in any way come against the Owner as a consequence of the granting of the Contract, or by reason of any act or omission of the Contractor or the Contractor's agents, employees, subcontractors, or assignees, arising out of the performance of the Contract notwithstanding negligent acts by the Owner or Owner representative.

A4 Insurance

The Contractor, at its own expense, shall maintain insurance coverage as follows:

Comprehensive General Liability

General Liability including Products or Completed Operations

Bodily Injury Liability - \$1,000,000/\$1,000,000/\$1,000,000

Property Damage Liability - \$1,000,000/\$1,000,000

Automobile Liability

Bodily Injury - \$1,000,000/\$1,000,000

Property Damage Liability - \$1,000,000

Worker's Compensation

Statutory - \$100,000

Excess Liability (Umbrella)

General Aggregate - \$1,000,000

Each Occurrence - \$1,000,000

At the time of execution of the Contract, the Contractor will provide to the Owner a current Certificate of Insurance evidencing the insurances required above. The Certificate of Insurance shall name the Owner as an additional insured. The Certificate of Insurance shall specifically identify the Project. The insurances required above shall be maintained by the Contractor for the duration of the Contract and shall be maintained by the Contractor so as not to expire without at least thirty days written notice to the Owner.

The Contractor agrees to keep such insurance in force for a period of five years following the date of completion of this Contract. Upon request of the Owner, the Contractor will provide a Certificate of Insurance for this extended period.

If any of the insurances listed above is a "claims made" policy, the Owner may require in the Project Plans and Specifications that the Contractor purchase a "tail" policy for the Contract.

A5 Licenses

The Contractor shall be required to procure at the Contractor's own expense all licenses required by law to complete the Work.

A6 Conformity With All Applicable Laws

This Contract shall be governed by the laws of the United States of America, the State of Wisconsin and its political subdivisions, and **Waupaca County**. In the event that any part of this Contract shall be deemed to be in violation of the law, the parties agree that all the other provisions shall remain in full force and effect.

A7 Patents, Copyrights, And Other Protected Matters

The Contractor shall obtain, prior to execution of the Contract, permission of the Owner of any patented, copyrighted, or other protected products, materials, or processes to use in its performance of this Contract. The Contractor shall pay in full all claims for royalties or other fees for patented, copyrighted, or other protected products, materials or processes used by the Contractor, and shall defend, at the Contractor's own expense, any suit or claim which may be brought against the Contractor or the Owner arising out of such use in the performance of the Contract.

A8 Notice

Any notice required under this Contract shall be in writing, except in case of emergency when notice may be verbal. Written notice is deemed to have been given from the Owner to the Contractor upon: (1) the handing of such notice to the Contractor's authorized representative at the Worksite; (2) the Owner's placing such notice in the United States mail or with a private mail carrier; or (3) actual delivery of the notice to the Contractor's permanent business office. Written notice is deemed to have been given from the Owner to the Surety upon: (1) actual delivery of the notice to the Surety's permanent business office; or (2) the Owner's placing such notice in the United States mail or with a private mail carrier.

A9 Notice To Proceed

The Contractor will promptly begin the Work only upon receipt of Notice to Proceed from the Owner and will proceed at a pace that will allow completion of the Contract within the specified time. The Contractor will provide the Owner with five days' notice of when it will actually proceed with the Work.

A10 Changes, Extensions, Extras, And Deductions

No changes, extensions, extras, or deductions of any kind will be allowed without the prior written approval of the Owner on the Owner's Change Order form. Extra Work must be performed in the presence of the Owner. The Contractor will disclose to the Owner all documentation deemed necessary by the Owner to document the Contractor's claim for the changes, extras or deductions. The determination of what does or does not constitute a change, extra, or deduction will be made in the sole discretion of the Owner.

No extra or total of extras shall exceed **fifteen percent** of the total Contract price. In the event that a Contract does not provide for a unit price and any extra or total of extras exceeds fifteen percent of the Contract price, the amount of the extra or total of extras shall be put out for Bid by the Owner.

A11 Deadlines

The Contractor must work efficiently and diligently toward meeting the project deadline defined in the construction schedule or risk the imposition of daily fines by the Owner. Daily fines will be assessed at \$250.00 per day for days 1 through 7 beyond the deadline and \$500.00 per day for days 8 through the final acceptance date.

The project deadline will be extended for documented weather delays or other instances which may occur that are beyond the control of the Contractor or Owner; e.g., delays caused by third party permitting entities.

A12 Verbal Statements

No verbal statement made by the Owner or its Representative shall be construed as authorizing or laying the basis for any claim on the part of the Contractor because of the Contractor's compliance therewith. Verbal statements by the Owner may be freely given, but the Contractor may make a claim for payment only upon a written order.

A13 Payment For Extras, Changes, And Deductions

The Owner may authorize changes to, additions to, or deductions from the payment for the Work to be performed or materials to be furnished pursuant to the provisions of the Contract. Such changes shall not release any Surety.

Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change, addition, or deduction shall be negotiated with the Contractor prior to the Work being performed.

A14 "Or Equal" Clause

Whenever the Project Plans and Specifications provide for a product or its "equal," the Owner, in its sole discretion, will determine if the offered product is "equal" or better to that being specified.

A15 Inspection

The Owner and its Representative shall have the right to inspect the Worksite at any time it, in its sole discretion, deems necessary. Such inspection shall include and not be limited to materials, workmanship, and equipment. Upon notice from the Owner or its representative, the Contractor may be asked to cease Work temporarily in order to allow such inspections.

A16 Testing

The Owner shall have the right to require the Contractor to perform, at the Contractor's expense, such quality control testing, as the Owner, in its sole discretion, deems necessary.

A17 Rejection

All Work done and material furnished by the Contractor are subject to acceptance by the Owner based on the material and labor's conformity to these Project Specifications.

In the event where the Contractor or its subcontractor were to provide materials and or labor that does not conform to these Project Specifications and has not gained prior approval from the Owner or its

representative, the material and or labor will be subject to rejection. Rejected Work or materials shall be replaced or redone at the expense of the Contractor.

A18 Safety

It shall be the Contractor's responsibility to meet all applicable safety standards imposed by law and practice within the industry. The Contractor will install, erect, and maintain such barriers, warning signs, and lights as required to comply with all applicable safety standards imposed by law and practice within the industry. The Contractor shall provide such security as deemed necessary in the Project Plans and Specifications.

A19 Tobacco, Alcohol, Drug Use Prohibited

Smoking, use of any tobacco products, alcohol, or illegal drugs is strictly prohibited on any County property.

A20 Firearms Prohibited

Firearms are not permitted on any County property.

A21 Clean-Up By Contractor

When Work under the Contract is in progress, the Contractor shall maintain the Worksite and surrounding area in as clean a manner as the nature of the Work and the Worksite permit. The Owner may, in its sole discretion, request the Contractor to take any such steps that the Owner deems necessary to implement this provision.

A22 Owner's Payments To Contractor

Application for Engineer-Approved payments shall be submitted by the Contractor on the Contractor's Invoice or a form provided by the Owner. The invoice or application form, with lien waiver ensuring all subcontractors and material providers hold no claim to the work or materials provided by the Contractor, should be submitted by the first of the month for payment to be made by the Owner on or after the fifteenth of the month.

Payment for Contractor Provided Materials will be made following receipt of Material proof of purchase from the Contractor's Supplier or Suppliers. Payment request must be accompanied by a materials lien waiver. The Owner reserves the right to have a representative inspect the materials prior to payment.

Application for partial payment shall be subject to the procedures of Wisconsin law regarding retained percentages. Retainage by the Owner shall not bar the Owner from exercising its rights under the Performance or Payment Bonds.

All payments to the Contractor will include a 5% withholding which will be paid upon completion of the final restorations.

No payment shall be made until the Owner, in its sole discretion, accepts the Work for which application for payment is made. The Owner, in its sole discretion, may make partial payments to Contractor without prior application by the Contractor.

A23 Other Contracts

The Owner may award Contracts for other Work and the Contractor shall fully cooperate with such other Contractors and carefully fit its own Work to that provided under the other Contracts. The Contractor shall not commit or permit any act which would interfere with the performance of Work by any other Contractor.

A24 Warranty Of Title

The Contractor warrants that title to all Work and materials will pass to the Owner without any lien or encumbrance whatsoever upon final payment by the Owner. In the event of partial payment, title shall pass for the Work and materials covered by such payment.

A25 Waiver

Waiver by the Owner of any of its rights under this Contract on one or more occasions shall not preclude the Owner from enforcing any such right at a later time.

A26 Termination For Convenience Of The Owner

The Owner may terminate this Contract at any time for any reason by giving at least ten days' notice in writing to the Contractor. If the Contract is terminated by the Owner as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the work actually performed bears to the total Work of the Contractor covered by this Contract, less payments of compensation previously made.

A27 Non-Performance Cancellation

The Owner reserves the right to cancel all remaining portions of any contract based on the non-performance or substandard workmanship from the Contractor. The Owner will provide the Contractor written notice of cancellation citing the conditions attributing to the cancellation. The Contractor must then immediately remove all equipment, materials, and manpower from the worksite. the Contractor will be paid an amount which bears the same ratio to the total compensation as the work actually performed bears to the total Work of the Contractor covered by the Contract, less payments of compensation previously made and less payments required to repair or otherwise remedy the contractor's work.

CONTRACT TERMS SIGNATURE (Not required at time of Bidding)

Waupaca County

Authorized Representative

Print Name: _____

Title: _____

Signature: _____

Date: _____

Contractor:_____

Authorized Representative

Print Name: _____

Title: _____

Signature: _____

Date: _____

2 copies must be signed and returned only upon receipt by the Contractor of a Notice of Award from the Owner. Owner will then sign both copies and return one copy to the Contractor. All Bidding Documents are included by reference and made part of these Contract Documents.

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- Attachment A New Highway Connection Detail Drawings.pdf
 - Attachment B Waupaca Street Excavation Permit Application.pdf
 - Attachment C County Utility Permit Application.pdf
 - Attachment D DOT Permit Application - dt1553.pdf