



RFB NO. 318048

CONSTRUCTION DOCUMENTS PROJECT MANUAL

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

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

REQUEST FOR BIDS NO. 318048
**CITY-COUNTY BUILDING FAÇADE JOINT REPAIR AND POWER-
WASHING**
CITY-COUNTY BUILDING
210 MARTIN LUTHER KING JUNIOR BOULEVARD
MADISON, WISCONSIN

Due Date / Time: **TUESDAY, OCTOBER 22, 2019 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

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

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

ERIC URTEZ, PROJECT MANAGER
TELEPHONE NO.: 608/266-4798
FAX NO.: 608/267-1533
E-MAIL: urtes.eric@countyofdane.com

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LEGAL NOTICE

INVITATION TO BID

Dane County Dept. of Public Works, Hwy & Transp., 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Bids until:

2:00 P.M., TUESDAY, OCTOBER 22, 2019

RFB NO. 318048

CITY-COUNTY BUILDING FAÇADE JOINT REPAIR AND POWER-WASHING

CITY-COUNTY BUILDING

210 MARTIN LUTHER KING JUNIOR BOULEVARD, MADISON, WI

Dane County is inviting Bids for construction services. Dane County is seeking to repair concrete panel-to-panel joint treatments, patch existing stone and cements surfaces, and power wash portions of the building. Only firms with capabilities, experience & expertise with similar projects should obtain this Request for Bids document & submit Bids.

Request for Bids document may be obtained after **2:00 p.m. on Thursday, September 26, 2019** by downloading it from bids-pwht.countyofdane.com. Please call Eric Urtes, AIA – Public Works Project Mgr, at 608/266-4798, or our office at 608/266-4018, for any questions or additional information.

All Bidders must be pre-qualified as a Best Value Contractor before award of Contract. Complete Pre-qualification Application for Contractors at countyofdane.com/pwht/BVC_Application.aspx or obtain one by calling 608/267-0119.

A pre-bid facility tour will be held October 8, 2019 at 10:00 a.m. at City-County Building, starting in the front lobby. Bidders are strongly encouraged to attend this tour.

PUBLISH: SEPTEMBER 24 & OCTOBER 1, 2019- WISCONSIN STATE JOURNAL
SEPTEMBER 24 & OCTOBER 1, 2019 - THE DAILY REPORTER



Department of Public Works, Highway & Transportation
Public Works Engineering Division

608/266-4018

Gerald J. Mandli, P.E.
Commissioner / Director

Joseph T. Parisi
County Executive

Deputy Director
Todd Draper

1919 Alliant Energy Center Way
Madison, Wisconsin 53713
Fax: 608/267-1533
www.countyofdane.com/pwht/public_works.aspx

BEST VALUE CONTRACTING APPLICATION

CONTRACTORS / LICENSURE APPLICANTS

The Dane County Department of Public Works requires all contractors to be pre-qualified as a best value contractor with the County prior to being awarded a contract. In addition, the County pre-qualifies potential contractors and sub-contractors who wish to work on County contracts. Subcontractors must become pre-qualified ten (10) days prior to commencing work under any Dane County Public Works Contract. Potential subcontractors are urged to become pre-qualified as early as possible. This document shall be completed, properly executed, along with the necessary attachments and additional information that the County requires for the protection and welfare of the public in the performance of a County contract.

Contractors or subcontractors of any tier who attain pre-qualification status will retain that status for a period of two (2) years from the date of qualification. Contractors shall notify the Dane County Department of Public Works, Highway & Transportation within fifteen (15) days of any changes to its business or operations that are relevant to the pre-qualification application. Failure to do so could result in suspension, revocation of the contractor's pre-qualification, debarment from County contracts for up to three (3) years and / or other sanctions available under the law.

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

EXEMPTIONS

- Contractors who employ less than five (5) apprenticeable trade workers are not required to pre-qualify.
- Contractors performing work that does not apply to an apprenticeable trade, as outlined in Appendix A.
- The contractor / subcontractor provides sufficient documentation to demonstrate one or more of the following:
 - apprentices are not available in a specific geographic area;
 - the applicable apprenticeship program is unsuitable or unavailable; or
 - there is a documented depression of the local construction market which prevents compliance.

SEC.	PROOF OF RESPONSIBILITY	CHECK IF APPLICABLE
1	Does your firm possesses all technical qualifications and resources, including equipment, personnel and financial resources, necessary to perform the work required for any project or obtain the same through the use of responsible, pre-qualified subcontractors?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2	Will your firm possess all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, which are necessary for the type of work to be performed including, but not limited to, those for any type of trade work or specialty work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3	Will your firm meet all bonding requirements as required by applicable law or contract specifications?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
4	Will your firm meet all insurance requirements as required by applicable law or specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
5	Will your firm maintain a substance abuse policy for employees hired for public works contracts that comply with Wis. Stats. Sec. 103.503?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
6	Does your firm acknowledge that it must pay all craft employees on public works projects the wage rates and benefits required under Section 66.0903 of the Wisconsin Statutes?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
7	Will your firm fully abide by the equal opportunity and affirmative action requirements of all applicable laws, including County ordinances?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
8	In the past three (3) years, has your firm had control or has another corporation, partnership or other business entity operating in the construction industry controlled it? If so, please attach a statement explaining the nature of the firm relationship?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
9	In the past three (3) years, has your firm had any type of business, contracting or trade license, certification or registration revoked or suspended?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
10	In the past three (3) years, has your firm been debarred by any federal, state or local government agency?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
11	In the past three (3) years, has your firm defaulted or failed to complete any contract?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
12	In the past three (3) years, has your firm committed a willful violation of federal, state or local government safety laws as determined by a final decision of a court or government agency authority.	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
13	In the past three (3) years, has your firm been in violation of any law relating to your contracting business where the penalty for such violation resulted in the imposition of a penalty greater than \$10,000?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
14	Is your firm Executive Order 108 pre-certified with the State of Wisconsin?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
15	Is your firm an active Wisconsin Trade Trainer as determined by the Wisconsin Bureau of Apprenticeship Standards?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
16	Is your firm exempt from being pre-qualified with Dane County?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach reason for exemption.
17	Does your firm acknowledge that in doing work under any County Public Works Contract, it will be required to use as subcontractors only those contractors that are also pre-qualified with the County or become so ten days prior to commencing work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
18	Contractor has been in business less than one year?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
19	Is your firm a first time Contractor requesting a one time exemption, but, intend to comply on all future contracts and are taking steps typical of a "good faith" effort?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
20	Not applicable. My firm does not intend to work on Best Value Contracts. Note: Best Value Contracting is required to bid on most Public Works Contracts (if unclear, please call Todd Draper 608-267-0119).	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

SIGNATURE SECTION

Your firm's Officer, or the individual who would sign a bid and / or contract documents must sign this document.

I do hereby certify that all statements herein contained are true and correct to the best of my knowledge:

Signature: _____

(Application is invalid without signature)

Print Name: _____ Date: _____

Title: _____

NAME AND ADDRESS OF CONTRACTOR	
Name of Firm:	
Address:	
City, State, Zip:	
Phone Number:	
Fax Number:	
E-mail Address:	

REMEMBER!

RETURN ALL TO FORMS AND ATTACHMENTS, OR QUESTIONS TO:

**TODD DRAPER
EMAIL: DRAPER@COUNTYOFDANE.COM
OFFICE: (608)267-0119, FAX: (608)267-1533**

**DANE COUNTY DEPARTMENT OF PUBLIC WORKS, HIGHWAY & TRANSPORTATION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WI 53713**

APPENDIX A

APPRENTICEABLE TRADES:

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

INSTRUCTIONS TO BIDDERS

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1. GENERAL

- A. Before submitting Bid, bidder shall thoroughly examine all Construction Documents. Successful Bidder shall be required to provide all the Work that is shown on Drawings, set forth in Specifications, or reasonably implied as necessary to complete Contract for this project.
- B. Bidder shall visit site to become acquainted with adjacent areas, means of approach to site, conditions of actual site and facilities for delivering, storing, placing, and handling of materials and equipment.
- C. Pre-bid meeting is scheduled on October 8, 2019 at 10:00 a.m. at City-County Building, 210 Martin Luther King Jr. Boulevard, Madison, WI, in main entryway lobby. Attendance by all bidders is optional, however bidders and subcontractors are strongly encouraged to attend.
- D. Visits at other times can also be arranged. Coordinate site access activities with Mike Collins, 608/266-4350.
- E. Failure to visit site or failure to examine any and all Construction Documents will in no way relieve successful Bidder from necessity of furnishing any necessary materials or equipment, or performing any work, that may be required to complete the Work in accordance with Drawings and Specifications. Neglect of above requirements will not be accepted as reason for delay in the Work or additional compensation.

2. DRAWINGS AND SPECIFICATIONS

- A. Drawings and Specifications that form part of this Contract, as stated in Article 1 of General Conditions of Contract, are enumerated in Document Index of these Construction Documents.
- B. Complete sets of Drawings and Specifications for all trades will be available to all Bidders, irrespective of category of work to be bid on, in order that all Bidders may be familiar with work of other trades as they affect their bid.

3. INTERPRETATION

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

4. QUALIFICATIONS OF BIDDER (CONTRACTOR AND SUBCONTRACTOR)

- A. Before award of Contract can be approved, Owner shall be satisfied that Bidder involved meets following requirements:
 - 1. Has completed at least one (1) project of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications.
 - 2. Maintains permanent place of business.
 - 3. Can be bonded for terms of proposed Contract.
 - 4. Has record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by bidder will include:
 - a. Completed contracts in accordance with drawings and specifications.
 - b. Diligently pursued execution of work and completed contracts according to established time schedule unless Owner grants extensions.
 - c. Fulfilled guarantee requirements of construction documents.
 - d. Is not presently on ineligible list maintained by County's Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements.
 - e. Authorized to conduct business in Wisconsin. By submitting Bid, bidder warrants that it has: complied with all necessary requirements to do business in State of Wisconsin; that persons executing contract on its behalf are authorized to do so; and, if corporation, that name and address of bidder's registered agent are as set forth in Contract. Bidder shall notify Owner immediately, in writing, of any change in its registered agent, their address, and bidder's legal status. For partnership, term "registered agent" shall mean general partner.

- B. County's Public Works Project Manager will make such investigations as are deemed necessary to determine ability of bidder to perform the Work, and bidder shall furnish to County's Public Works Project Manager or designee all such information and data for this purpose as County's Public Works Project Manager may request. Owner reserves right to reject Bid if evidence submitted by, or investigation of, bidder fails to satisfy Owner that bidder is responsible and qualified to carry out obligations of Contract and to complete the Work contemplated therein.

5. BID GUARANTEE

- A. Bank certified check, cashier's check or Bid Bond, payable to County in amount not less than five percent (5%) of maximum bid, shall accompany each Bid as guarantee that if Bid is accepted, Bidder will execute and return proposed Contract and Performance and Payment Bonds within ten (10) business days after being notified of acceptance of Bid. Company issuing bonds must be licensed to do business in Wisconsin.
- B. Any bid, which is not accompanied by bid guarantee, will be considered "No Bid" and will not be read at Bid Due Date.
- C. If successful Bidder so delivers Contract, Certificate of Insurance, and Performance and Payment Bonds, check will be returned to Bidder. In case Bidder fails to deliver such Contract, insurance, and bond, amount of bid guarantee will be forfeited to County as liquidated damages.
- D. All checks tendered as bid guarantee, except those of three (3) lowest qualified, responsible bidders, will be returned to their makers within three (3) business days after Bid Due Date. All such retained checks will be returned immediately upon signing of Contract and Performance and Payment Bonds by successful Bidder.

6. WITHDRAWAL OF BIDS

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

7. CONTRACT FORM

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

8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS

- A. In accordance with Wisconsin Statute 946.13, county official may not bid for or enter into any contract involving receipts or disbursements of more than \$15,000.00 in a year, in which they have private pecuniary interest, direct or indirect if at same time they are authorized to

take official action with respect to making of this Contract. Any contract entered into in violation of this Statute is void and County incurs no liability thereon. This subsection does not affect application and enforcement of Wisconsin Statute 946.13 by state prosecutors in criminal courts of this state.

9. EMERGING SMALL BUSINESS PROVISIONS

A. **Emerging Small Business Definition.** For purposes of this provision, ESB is defined as:

1. Independent business concern that has been in business minimum of one year;
2. Business located in State of Wisconsin;
3. Business comprised of less than twenty-five (25) employees;
4. Business must not have gross sales in excess of three million dollars (\$3,000,000.00) over past three years; and
5. Business does not have history of failing to complete projects.

B. **Emerging Small Business (ESB) Involvement.** Bidder shall make good faith effort to award minimum of ten percent (10%) of the Work to ESBs. Bidder shall submit report to Dane County Contract Compliance Officer within ten (10) business days of Bid Due Date demonstrating such efforts. Good faith efforts means significant contact with ESBs for purposes of soliciting bids from them. Failure to make or demonstrate good faith efforts will be grounds for disqualification.

C. **Emerging Small Business Report.** Emerging Small Business Enterprise Report is to be submitted by Bidder in separate envelope marked "Emerging Small Business Report". This report is due by 2:00 p.m. following specified ten (10) business days after Bid Due Date. Bidder who fails to submit Emerging Small Business Report shall be deemed not responsive.

D. **ESB Goal.** Goal of this project is ten percent (10%) ESB participation. ESB utilizations are shown as percentage of total Bid. If Bidder meets or exceeds specified goal, Bidder is only required to submit Form A - Certification, and Form B - Involvement. Goal shall be met if Bidder qualifies as ESB.

E. **Report Contents.** Following award of Contract, Bidder shall submit copies of executed contracts for all Emerging Small Businesses. Emerging Small Business Report shall consist of these:

1. Form A - Certification;
2. Form B - Involvement;
3. Form C - Contacts;
4. Form D - Certification Statement (if appropriate); and
5. Supportive documentation (i.e., copies of correspondence, telephone logs, copies of advertisements).

F. **ESB Listing.** Bidders may solicit bids from this ESB listing:
pdf.countyofdane.com/commissions/2013-2015_Targeted_Business_Directory.pdf.

- G. **ESB Certification.** All contractors, subcontractors and suppliers seeking ESB certification must complete and submit Emerging Small Business Report to Dane County Contract Compliance Program.
- H. **Certification Statement.** If ESB firm has not been certified by County as ESB prior to submittal of this Bid, ESB Report cannot be used to fulfill ESB goal for this project unless firm provides "Form D - Certification Statement". Certification statement must be completed and signed by ESB firm.
- I. **Questions.** Questions concerning Emerging Small Business provisions shall be directed to:
- Dane County Contract Compliance Officer
City-County Building, Room 421
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
608/266-5623
- J. **Substituting ESBs.** In event of any significant changes in subcontract arrangements or if need arises to substitute ESBs, Bidder shall report such proposed changes to Contract Compliance Officer to making any official changes and request authorization to substitute ESB firm. Bidder further agrees to make every possible effort to replace ESB firm with another qualified ESB firm.
- K. **Good Faith Efforts.** Good faith efforts can be demonstrated by meeting all of these obligations:
1. Selecting portions of the Work to be performed by ESBs in order to increase likelihood of meeting ESB goal including, where appropriate, breaking down Contract into smaller units to facilitate ESB participation.
 2. Advertising in general circulation, trade associations and women / minority focus media concerning subcontracting opportunities.
 3. Providing written notices to reasonable number of specific ESBs that their interest in Contract was being solicited in sufficient time to allow ESBs to participate effectively.
 4. Following up on initial solicitations of interest by contacting ESBs within five (5) business days prior to Bid Due Date to determine with certainty whether ESB were interested, to allow ESBs to prepare bids.
 5. Providing interested ESB with adequate information about Drawings, Specifications and requirements of Contract.
 6. Using services of available minority, women and small business organizations and other organizations that provide assistance in recruitment of MBEs / WBEs / ESBs.
 7. Negotiating in good faith with interested ESBs, not rejecting ESBs as unqualified without sound reason based on thorough investigation of their capabilities.
 8. Submitting required project reports and accompanying documents to County's Contract Compliance Officer within twenty-four (24) hours after Bid Due Date.
- L. **Appeals Disqualification of Bid.** Bidder who is disqualified may appeal to Public Works & Transportation Committee and Equal Opportunity Commission.

10. METHOD OF AWARD - RESERVATIONS

- A. Following will be basis of award of Contract, providing cost does not exceed amount of funds then estimated by County as available to finance Contract(s):
 - 1. Lowest dollar amount submitted by qualified responsible bidder on Base Bid for all work comprising project, combined with such additive Owner accepted alternates.
 - 2. Owner reserves right to reject all bids or any bid, to waive any informality in any bid, and to accept any bid that will best serve interests of County.
 - 3. Unit Prices and Informational Bids will not be considered in establishing low bidder.

11. SECURITY FOR PERFORMANCE AND PAYMENTS

- A. Simultaneous with delivery of signed Contract, Bidder shall be required to furnish Performance and Payment Bonds as specified in Article 29 of General Conditions of Contract, "Contract Security". Surety Company shall be licensed to do business in Wisconsin. Performance and Payment Bonds must be dated same date or subsequent to date of Contract. Performance and Payment Bonds must emulate information in Sample Performance and Payment Bonds in Construction Documents.
- B. Provide certified copy of power of attorney from Surety Company showing that agent who signs Bond has power of attorney to sign for Surety Company. Secretary or Assistant Secretary of company must sign this certification, not attorney-in-fact. Certification must bear same or later date as Bond. Power of Attorney must emulate model power of attorney information detailed in Sample Performance and Payment Bonds.
- C. If Bidder is partnership or joint venture, State certified list, providing names of individuals constituting partnership or joint venture must be furnished. Contract itself may be signed by one partner of partnership, or one partner of each firm comprising joint venture, but Performance and Payment Bonds must be signed by all partners.
- D. If Bidder is corporation, it is necessary that current certified copy of resolution or other official act of directors of corporation be submitted showing that person who signs Contract is authorized to sign contracts for corporation. It is also necessary that corporate seal be affixed to resolution, contract, and performance and payment bonds. If your corporation has no seal, it is required that above documents include statement or notation to effect that corporation has no seal.

12. TAXES

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

together with any penalties and interest thereon. Amount of bond shall be three percent (3%) of Contract or subcontract price on all contracts of \$50,000 or more.

13. SUBMISSION OF BIDS

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

14. SUBCONTRACTOR LISTING

- A. Bidders shall be required to submit list of major subcontractors for General Construction, Plumbing, HVAC, and Electrical work proposed for this project to include committed prices for each subcontractor. List shall be placed in separate sealed envelope that must be clearly identified as "Major Subcontractor List", for named project and name of Bidder submitting it. County must receive envelope no later than date by which successful Bidder is required to submit his or her signed Contract, as established in Construction Documents.

15. ALTERNATE BIDS

- A. Not Applicable.

16. INFORMATIONAL BIDS

- A. Not Applicable.

17. UNIT PRICES

- A. Provide unit prices where requested on Bid Form. Unit prices will include all costs for materials, labor, insurance, taxes, overhead and profit necessary to perform specified work. Estimated quantities are approximate only. Payment will be based upon actual quantities placed, provided or installed. Failure to provide requested unit prices may result in rejection of entire Bid.
- B. Owner reserves right to accept or reject any unit prices as given in Bid.
- C. Bidder shall refer to Bid Form and applicable specification section to determine basis of unit measure and detailed information related to each unit price item requested.

18. COMMENCEMENT AND COMPLETION

- A. Successful Bidder shall commence work when schedule and weather permit, but no later than stated in Bid Form. Contractor shall pursue the Work regularly and continuously at reasonable rate to insure completion of the Work within time stated in Bid.
- B. Should it be found impossible to complete the Work on or before time specified for completion, written request may be submitted for extension of time setting forth reasons believed to justify granting of such request. Refer to Article 20 of General Conditions of Contract, titled "Time for Completion".

19. WORK BY OWNER

- A. Not Applicable.

20. SPECIAL HAZARDS COVERAGE

- A. Not Applicable.

FORM A

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

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

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

BIDDER INFORMATION

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

DANE COUNTY (Copy this Form as necessary to provide complete information)
EMERGING SMALL BUSINESS REPORT - INVOLVEMENT

COMPANY NAME: _____

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

ESB NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE NO & EMAIL.: _____

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

ESB NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE NO & EMAIL.: _____

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

FORM C

Page ___ of ___

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

(Copy this Form as necessary to provide complete information)

COMPANY NAME: _____

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

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

FORM D

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

I, _____, _____ of
Name Title

_____ certify to best of my knowledge and
Company

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

Bidder's Signature

Date

Name of Bidding Firm: _____

BID FORM

BID NO. 318048

**PROJECT: CITY-COUNTY BUILDING FAÇADE JOINT REPAIR AND POWER-WASHING
CITY-COUNTY BUILDING**

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

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

BASE BID - LUMP SUM:

Dane County is seeking to repair concrete panel-to-panel joint treatments, patch existing stone and cement surfaces, remove and replace sealant/backer rod in joints, and power washing of all stone/concrete panels on the building. Provide construction services for the replacement of approximately 19,000 linear feet of exterior joints on the building including removal and replacement of backer rod and approximately 8,500 linear feet of concrete/stone joint repairs. The undersigned, having examined the site where the Work is to be executed and having become familiar with local conditions affecting the cost of the Work and having carefully examined the Drawings and Specifications, all other Construction Documents and Addenda thereto prepared by Dane County Department of Public Works, Highway & Transportation hereby agrees to provide all labor, materials, equipment and services necessary for the complete and satisfactory execution of the entire Work, as specified in the Construction Documents, for the Base Bid stipulated sum of:

_____ and __/100 Dollars
Written Price

\$ _____
Numeric Price

UNIT PRICING / ADDITIONAL SEALANT & BACKER ROD :

Add price for providing additional removal and replacement of sealant and backer rod. Same price shall be used for deducts if quantities are determined to be less than quantified in Base Bid.

- 0 to 500 ln.ft.: @ \$ _____/ln.ft.
- 500 to 1000 ln.ft.: @ \$ _____/ln.ft.
- greater than 1000 ln.ft.: @ \$ _____/ln.ft.

UNIT PRICING / ADDITIONAL CONCRETE + MASONRY REPAIRS:

Add price for providing additional concrete / masonry repairs. Same price shall be used for deducts of quantities are determined to be less than quantified in Base Bid.

- Concrete / masonry repairs in joints: @ \$ _____/ln.ft.
- Areas of concrete / masonry repairs: @ \$ _____/sq.ft.

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

Addendum No(s). _____ through _____

Dated _____

Dane County Department of Administration must have this project completed by July 31, 2020. Assuming this Work can be started by December 2, 2019, what dates can you commence and complete this job?

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

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

(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

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

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

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

The undersigned agrees to be qualified as a Best Value Contractor or will have proven their exemption before the award of this contract.

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

SIGNATURE: _____
(Bid is invalid without signature)

Print Name: _____ Date: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

THIS PAGE IS FOR BIDDERS' REFERENCE AND NEED NOT BE SUBMITTED WITH BID FORM.

BID CHECK LIST:

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

Bid Form

Bid Bond

Fair Labor Practices Certification

DANE COUNTY BEST VALUE CONTRACTING PRE-QUALIFICATION

General Contractors & all Subcontractors must be pre-qualified as a Best Value Contractor with the Dane County Public Works Engineering Division before the award of contract. Qualification & listing is not permanent & must be renewed every 24 months. Obtain a *Best Value Contracting Application* by calling 608/266-4018 or complete one online at:

countyofdane.com/pwht/BVC_Application.aspx

DANE COUNTY VENDOR REGISTRATION PROGRAM

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

danepurchasing.com/Account/Login?

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

Officer or Authorized Agent Signature Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

For reference, Dane County Ordinance 25.09 is as follows:

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

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

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

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. _____ Bid No. 318048

Authority: 2019 RES - _____

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

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide City-County Building Façade Joint Repair and Power Washing ("the Project"); and

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

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

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

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

3. During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs.

Such equal opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

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

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

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

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

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

9. CONTRACTOR must be pre-qualified as a Best Value Contractor with Dane County Public Works Engineering Division before award of Contract. Subcontractors must be pre-qualified ten (10) business days prior to commencing Work under this Contract.

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

* * * * *

FOR CONTRACTOR:

Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

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

* * * * *

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

FOR COUNTY:

Joseph T. Parisi, County Executive Date

Scott McDonell, County Clerk Date

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT:**PROJECT:**

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

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

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

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

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

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

Signed and sealed this _____ day of _____

_____	(Contractor as Principal)	_____	(Seal)
(Witness)	_____	_____	(Title)
_____	(Surety)	_____	(Seal)
(Witness)	_____	_____	(Title)

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

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name _____
and Title: _____

Signature: _____

Name _____
and Title: _____

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

Sample

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

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



AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

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

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name _____
and Title: _____

Signature: _____

Name _____
and Title: _____

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

(FOR INFORMATION ONLY — Name, address and telephone)

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

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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

GENERAL CONDITIONS OF CONTRACT

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1. CONSTRUCTION DOCUMENTS

- A. Construction Documents, listed in Table of Contents of this Specification volume shall form part of this Contract and provisions of Construction Documents shall be as binding upon parties as if they were fully set forth in Contract itself.
- B. These shall also be considered as part of Construction Documents: Addenda, including additions and modifications incorporated in such addenda before execution of Contract; requests for information; construction bulletins; change orders; and written interpretations by Architect / Engineer or Public Works Project Manager that are made after execution of Contract.
- C. Construction Documents are complementary, and what is required by one shall be as binding as if required by all. Intent of Construction Documents is to include all labor, materials and equipment necessary for proper execution of the Work.

2. DEFINITIONS

- A. These terms as used in this Contract are respectively defined as follows:
 - 1. All uses of term “County” in Construction Documents shall mean Dane County.
 - 2. All uses of term “Department” in Construction Documents shall mean Department of Public Works, Highway & Transportation, which is a unit of Dane County government. Department is County agency overseeing Contract with Contractor.
 - 3. Public Works Project Manager is appointed by and responsible to Department. Public Works Project Manager has authority to act on behalf of Department and will sign change orders, payment requests and other administrative matters related to projects.
 - 4. Public Works Project Manager is responsible for supervision, administration and management of field operations involved in construction phase of this Work.
 - 5. Term “Work” includes all labor, equipment and materials necessary to produce project required by Construction Documents.
 - 6. Term “Substantial Completion” is date when project or specified area of project is certified by Architect / Engineer that construction is sufficiently completed, in accordance with Construction Documents, and as modified by any subsequent changes agreed to by parties, so that County may occupy project or specified area of project for use for which it was intended subject to permit approval for occupancy.
 - 7. Contractor is person, firm, or corporation with whom County makes Contract. Though multiple contracts may be involved, Construction Documents treat them throughout as if each were of singular number.

3. ADDITIONAL INSTRUCTIONS AND DRAWINGS

- A. Contractor may be furnished additional instructions and detail drawings as necessary to carry out the Work included in Contract. Additional drawings and instructions thus supplied to Contractor will coordinate with Construction Documents and will be so prepared that they can be reasonably interpreted as part thereof. Contractor shall carry out the Work in accordance with additional detail drawings and instructions.

4. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Unless otherwise specified, Contractor shall submit three (3) copies of all Shop Drawings for each submission, until receiving final approval. After final approval, provide five (5) additional copies for distribution and such other copies as may be required.
- B. Contractor shall submit, on an on-going basis and as directed, Product Data such as brochures that shall contain catalog cuts and specifications of all furnished mechanical and electrical equipment. After Architect / Engineer's approval, one (1) copy shall remain in Architect / Engineer's file, one (1) kept at Department's office and one (1) kept at job site by Contractor for reference purposes.
- C. Samples shall consist of physical examples furnished by Contractor in sufficient size and quantity to illustrate materials, equipment or workmanship, and to establish standards to compare the Work.
 - 1. Submit Samples in sufficient quantity (minimum of two (2)) to permit Architect / Engineer to make all necessary tests and of adequate size showing quality, type, color range, finish, and texture. Label each Sample stating material, type, color, thickness, size, project name, and Contractor's name.
 - 2. Submit transmittal letter requesting approval, and prepay transportation charges to Architect / Engineer's office on samples forwarded.
 - 3. Materials installed shall match approved Samples.
- D. Contractor shall review Shop Drawings and place their dated stamp thereon to evidence their review and approval and shall submit with reasonable promptness and in orderly sequence to cause no delay in the Work or in work of any other contractor. At time of submission, Contractor shall inform Architect / Engineer in writing of any deviation in Shop Drawings or Samples from requirements of Construction Documents. Architect / Engineer will not consider partial lists.
- E. Architect / Engineer will review and approve or reject Shop Drawings with reasonable promptness to cause no delay. Architect / Engineer's approval shall not relieve Contractor from responsibility for errors or omissions in Shop Drawings.
- F. Contractor shall not commence any work requiring Shop Drawing, Product Data or Sample submission until Architect / Engineer has approved submission. All such work shall be in accordance with approved Shop Drawings, Product Data and Samples.
- G. Contractor shall keep on site of the Work, approved or conformed copy of Shop Drawings and shall at all times give Department access thereto.
- H. By stamping and submitting Shop Drawings, Product Data and Samples, Contractor thereby represents that he or she has or will determine and verify all field measurements, field construction criteria, materials, catalog numbers, and similar data and that he or she has checked and coordinated each Shop Drawing, Product Data and Sample with requirements of the Work and of Construction Documents. Architect / Engineer shall return without examination, Shop Drawings, Product Data and Samples not so noted.
- I. All Shop Drawings from any one Contractor should be numbered consecutively and on cover sheet shall bear name and location of project, name of Contractor, date of submittal and date of each correction or revision and associated Specification section and page number.

5. CUTTING AND PATCHING

- A. Contractor shall be responsible for all cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- B. Contractor shall not damage or endanger portion of the Work or fully or partially completed construction of County or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. Contractor shall not cut or otherwise alter such construction by County or separate contractor except with written consent of County and of such separate contractor; such consent shall not be unreasonably withheld. Contractor shall not withhold unreasonably from County or separate contractor, Contractor's consent to cutting or otherwise altering the Work.

6. CLEANING UP

- A. Contractor shall keep premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under Contract. Contractor shall remove from and about the Work waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials at completion of the Work. Contractor shall maintain streets and sidewalks around the Work site in clean condition. Contractor shall remove all spillage and prevent tracking of spillage arising from performance of the Work, into, out of, and within the Work site. Contractor shall establish regular maintenance program of sweeping, vacuuming and / or hosing to minimize accumulation of dirt and dust upon such areas.
- B. If Contractor fails to clean up as directed in Construction Documents, County may do so and shall charge Contractor cost thereof.
- C. Contractor shall be responsible for broken windows and glass, and at completion of the Work shall replace such damaged or broken windows and glass. After replacing damaged or broken windows and glass, Contractor shall remove all labels, wash and polish both sides of all windows and glass.
- D. In addition to general cleaning (sweeping, vacuuming and / or hosing, as is appropriate to work surface), Contractor shall perform following final cleaning for all trades at completion of the Work:
 - 1. Remove temporary protections;
 - 2. Remove marks, stains, fingerprints and other soil or dirt from painted, decorated and finished woodwork and wall surfaces;
 - 3. Remove spots, plaster, soil and paint from ceramic tile, marble and other finished materials, and wash or wipe clean;
 - 4. Clean fixtures, cabinet work and equipment, removing stains, paint, dirt and dust, and leave same in undamaged, new condition;
 - 5. Clean aluminum in accordance with recommendations of manufacturer; and
 - 6. Clean resilient floors thoroughly with well-rinsed mop containing only enough moisture to clean off any surface dirt or dust and buff dry by machine to bring surfaces to sheen.

7. USE OF SITE

- A. Contractor shall provide County and Architect / Engineer access to the Work under all circumstances.
- B. Contractor shall confine operations at site to areas permitted by County, law, ordinance, permits and Construction Documents and shall not unreasonably encumber site with materials

or equipment. Contractor shall assure free, convenient, unencumbered, direct and safe access to all properties adjacent to the Work for County, its employees, invitees and guests.

8. MATERIALS AND WORKMANSHIP

- A. Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, necessary to complete the Work required by this Contract, within time specified, in accordance with provisions of Construction Documents.
- B. All equipment and materials incorporated in the Work covered by this Contract are to be new; use recycled and / or recovered materials to extent that such use is technically and economically feasible. Recovered materials are products recovered from solid waste in form identical to original form for use that is same as, or similar to original use. Recycled materials are products manufactured from solid waste.
- C. If requested, Contractor shall furnish satisfactory evidence as to kind and quality of construction materials proposed or used. Contractor shall furnish to Architect / Engineer, for approval, manufacturer name and model, performance capacities and other pertinent information of machinery, mechanical, electrical or other types of equipment, which Contractor plans to install.
- D. If not otherwise provided, materials and labor called for in this Contract shall be provided and performed in accordance with established practice and standards recognized by Architects, Engineers, Department, and construction industry.
- E. Reference to “Standard” specifications of any association or manufacturer, or codes of County authorities, intends most recent printed edition or catalog in effect on date that corresponds with date of Construction Documents.
- F. Whenever reference is made in Specifications that work shall be “performed”, “applied”, in accordance with “manufacturer’s directions or instructions”, Contractor to whom those instructions are directed shall furnish three (3) printed copies of such instructions to Architect / Engineer before execution of the Work.

9. CONTRACTOR’S TITLE TO MATERIALS

- A. Contractor or any subcontractor shall not purchase materials or supplies for the Work subject to any chattel mortgage or under conditional sale contract or other agreement by which seller retains interest. Contractor warrants that all materials and supplies used in the Work are free from all liens, claims or encumbrances and Contractor has good title to them.

10. “OR EQUAL” CLAUSE

- A. Whenever equipment or materials are identified on Drawings or in Specifications by reference to manufacturer’s or vendor’s name, trade name, catalog number, and other identifying information, it is intended to establish standards; and any equipment or material of other manufacturers and vendors which will perform adequately duties imposed by general design will be considered equally accepted provided equipment or material so proposed is, in opinion of Architect / Engineer, of equal substance and function. Architect / Engineer and Department shall provide written approval before Contractor may purchase or install it.

- B. Equipment or materials of manufacturers, other than those named, may be used only upon following conditions:
1. That, in opinion of Architect / Engineer and Department, proposed material or equipment item is fully equal or superior (in design, materials, construction, workmanship, performance, finish, etc.) to named item. No compromise in quality level, however small, is acceptable.
 2. That, in substituting materials or equipment, Contractor assumes responsibility for any changes in system or for modifications required in adjacent or related work to accommodate such substitution despite Architect / Engineer's and Department's approval, and all costs growing out of approval of "or equal" items shall be responsibility of Contractor. No extra costs resulting from such approval shall become responsibility of Department, Architect / Engineer or any other separate Contractor.
 3. It shall be understood that use of materials or equipment other than those specified, or approved equal by Architect / Engineer and Department, shall constitute violation of Contract, and that Architect / Engineer and Department shall have right to require removal of such materials or equipment and their replacement with specified materials or equipment at Contractor's expense.
 4. Product and manufacturer named first in Specifications or on information shown on Drawings is basis of selection of manufactured items and equipment, particularly mechanical equipment. In using other than first named products or manufacturers, including those specified as additionally approved or acceptable, Contractor assumes responsibility for any changes in system and for modifications in any work required to accommodate them. Architect / Engineer's approval of such additionally acceptable products or manufacturers, either in Specifications or in Addendum, does not relieve Contractor from obligation to coordinate such optional products with other Contractors, whose work may be affected by them, and to pay all additional costs resulting from their inclusion into the Work. Contractor's liability shall include payment of Architect / Engineer's fees for any additional services made necessary by or directly connected to such product changes. No extra costs resulting from such changes shall become responsibility of Department, Architect / Engineer or any other separate Contractor.
- C. No request for approval of "or equal" materials will be entertained except from Contractor. Identify any request for substitution as substitution on Contractor's letter of transmittal and give reasons for substitution. Department may in its sole discretion allow substitutions of materials.

11. PATENTS AND ROYALTIES

- A. If Contractor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood, that, without exception, contract prices shall include all royalties or costs arising from use of such design, device or materials, in any way involved in the Work.
- B. Contractor shall indemnify and save harmless County from any and all claims for infringement by reason of use of such patent or copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify County for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during prosecution of the Work or after completion of the Work.

12. SURVEYS, PERMITS, REGULATIONS AND TAXES

- A. Department will furnish to Contractor all site, topography and property surveys necessary for execution of the Work.

- B. Contractor shall procure all permits, licenses and approvals necessary for execution of this Contract.
- C. Contractor shall give all notices and comply with all State of Wisconsin, Federal and local laws, codes, rules and regulations relating to performance of the Work, protection of adjacent property, and maintenance of passageways, guard fences or other protective facilities.
- D. Contractor does not need to pay State and local sales & use taxes. See Wisconsin Statute 77.54 (9m).
- E. Contractor shall promptly notify Architect / Engineer of any variances of Drawings or Specifications with that of any State of Wisconsin, federal or local law, code, rule or regulation. Upon such notification, Architect / Engineer will require correction of variance to comply with applicable law, code, rule or regulation at no additional cost to Contractor.
- F. Work under this Contract shall comply with all applicable State of Wisconsin, Federal and local laws, codes and regulations.
- G. Contractor shall pay charges for water, sewer and other utility connections made by municipalities where required by Specifications.

13. CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE

- A. Contractor shall provide and pay for all materials, labor, tools, equipment, transportation and superintendence necessary to execute, complete and deliver the Work within specified time. Contractor agrees to secure at their own expense all personnel necessary to carry out the Work. Such personnel shall not be deemed County employees nor shall they have or be deemed to have any direct contractual relationship with County.
- B. Performance of any work necessary after regular working hours, on Sundays or Legal Holidays shall be without additional expense to County. Performance of any work at site at other than normal working hours must be coordinated with Public Works Project Manager.
- C. Contractor shall furnish, erect, maintain and remove such temporary works as may be required.
- D. Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of Construction Documents.
- E. At the Work site, Contractor shall give personal superintendence to the Work or shall employ construction superintendent or foreman, experienced in character of work covered by Contract, who shall have full authority to act for Contractor. Understand that such superintendent or foreman shall be acceptable to Architect / Engineer and Department.
- F. Remove from project or take other corrective action upon notice from Architect / Engineer or Department for Contractor's employees whose work is considered by Architect / Engineer or Department to be unsatisfactory, careless, incompetent, unskilled or otherwise objectionable.
- G. Contractor and subcontractors shall be required to conform to Labor Laws of State of Wisconsin and various acts amendatory and supplementary thereto and to other laws, ordinances and legal requirements applicable to the Work.

- H. Presence and observation of the Work by Architect / Engineer or Public Works Project Manager shall not relieve Contractor of any obligations.

14. WEATHER CONDITIONS

- A. In event of temporary suspension of work, or during inclement weather, or whenever Architect / Engineer shall direct, Contractor shall, and shall cause subcontractors to protect carefully all work and materials against damage or injury from weather. If, in opinion of Architect / Engineer or Department, any work or materials that have been damaged or injured due to failure on part of Contractor or any subcontractors so to protect the Work, such materials shall be removed and replaced at expense of Contractor.

15. PROTECTION OF WORK AND PROPERTY

- A. Contractor shall at all times safely guard County's property from injury or loss in connection with this Contract. Contractor shall at all times safely guard and protect the Work, and adjacent property, from damage. Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in Contract, or by County, or County's duly authorized representative.
- B. Contractor may act diligently, without previous instructions from Architect / Engineer and / or Department, in emergency that threatens loss or injury of property, or safety of life. Contractor shall notify Architect / Engineer and / or Department immediately thereafter. Promptly submit any claim for compensation by Contractor due to such extra work to Architect / Engineer and / or Department for approval as provided for in Article 18 herein.

16. INSPECTION AND TESTING OF MATERIALS

- A. Authorized representatives and agents of County government shall have access at all times to the Work wherever it is in preparation or progress and Contractor shall provide facilities for such access and for inspection.
- B. Should it be considered necessary or advisable at any time before final acceptance of the Work to make examination of work already completed, by removing or tearing out same, Contractor shall upon request, promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any aspect, due to fault of Contractor or subcontractors thereof, Contractor shall assume all expenses of such examination and of satisfactory reconstruction. Contractor will be reimbursed for such examination and replacement in accordance with Article 18 - A.3., of these General Conditions of Contract if such work is found to meet requirements of Contract.
- C. If Specifications, Architect / Engineer's, or Public Works Project Manager's instructions require any work to be specially tested or approved, Contractor shall give Architect / Engineer and Public Works Project Manager timely notice of its readiness for testing or inspection. Test all materials and equipment requiring testing in accordance with accepted or specified standards, as applicable. Architect / Engineer shall recommend laboratory or inspection agency and Department will select and pay for all initial laboratory inspection services. Should retesting be required, due to failure of initial testing, cost of such retesting shall be borne by Contractor.
- D. Cost of any testing performed by manufacturers or Contractor for substantiating acceptability of proposed substitution of materials and equipment, or necessary conformance testing in

conjunction with manufacturing processes or factory assemblage, shall be borne by Contractor or manufacturer responsible.

17. REPORTS, RECORDS AND DATA

- A. Contractor shall submit to Architect / Engineer and Public Works Project Manager such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, invoices, records and other data as either may request concerning work performed or to be performed under this Contract.

18. CHANGES IN THE WORK

- A. Make no changes, except in cases of emergency, in the Work covered by approved Construction Documents without having prior written approval of Department. Charges or credits for the Work covered by approved change shall be determined by one of these methods:
1. Unit bid prices previously approved.
 2. Agreed lump sum based on actual cost of:
 - a) Labor, including foremen, and all fringe benefits that are associated with their wages.
 - b) Materials entering permanently into the Work.
 - c) Ownership or rental cost of construction tools and equipment during time of use on extra work.
 - d) Power and consumable supplies for operation of power equipment.
 - e) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance.
 - f) Social Security and old age and unemployment contributions.
 - g) Add to cost under (2), fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of actual cost of work performed with their own labor force. Fee shall be compensation to cover cost of supervision, overhead, bond, profit and any other general expense.
 - h) On that portion of the Work under (2) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense.
 - i) Department may require correct amount of costs with supporting vouchers; Contractor shall keep and present in such form as directed.
 3. Cost-plus work, with not-to-exceed dollar limit, based on actual cost of:
 - a) Labor, including foremen, and all fringe benefits that are associated with their wages.
 - b) Materials entering permanently into the Work.
 - c) Ownership or rental cost of construction tools and equipment during time of use on extra work. Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment.
 - d) Power and consumable supplies for operation of power equipment.
 - e) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance.
 - f) Social Security and old age and unemployment contributions.
 - g) To cost under (3), there shall be added fixed fee to be agreed upon but not to exceed fifteen percent (15%) of actual cost of work performed with their own labor force. Fee shall be compensation to cover cost of supervision, overhead, bond, profit, and any other general expense.
 - h) On that portion of the Work under (3) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense.

- i) Contractor shall keep and present, in such form as directed, correct amount of cost together with such supporting vouchers as may be required by Department.
- B. If Contractor claims that by any instructions given by Architect / Engineer, Department, by drawings or otherwise, regarding performance of the Work or furnishing of material under Contract, involves extra cost, Contractor shall give Department written notice of cost thereof within two (2) weeks after receipt of such instructions and in any event before proceeding to execute work, unless delay in executing work would endanger life or property.
- C. No claim for extra work or cost shall be allowed unless it was done in pursuance of written Change Order from Architect / Engineer and approved by Department, as previously mentioned, and claim presented with payment request submitted after changed or extra work is completed.
- D. Negotiation of cost for change in the Work shall not be cause for Contractor to delay prosecution of the Work if Contractor has been authorized in writing by Public Works Project Manager to proceed.

19. EXTRAS

- A. Without invalidating Contract, Department may order extra work or make changes by altering, adding to or deducting from the Work, contract sum being adjusted in accordance with Article 18 herein.

20. TIME FOR COMPLETION

- A. Contractor agrees that the Work shall be prosecuted regularly and diligently and complete the Work as stated in Construction Documents.

21. CORRECTION OF WORK

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

22. SUBSURFACE CONDITIONS FOUND DIFFERENT

- A. If Contractor encounters subsurface or latent conditions at site materially differing from those shown on Drawings or indicated in Specifications, Contractor shall immediately give notice to Architect / Engineer and Public Works Project Manager of such conditions before they are

disturbed. Architect / Engineer will thereupon promptly investigate conditions, and if Architect / Engineer finds that they materially differ from those shown on Drawings or indicated in Specifications, Architect / Engineer will at once make such changes as necessary, any increase or decrease of cost resulting from such changes to be adjusted in manner provided in above Article 18 entitled "Changes in the Work".

23. RIGHT OF DEPARTMENT TO TERMINATE CONTRACT

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

24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

- A. Contractor shall be responsible for Construction Schedule and coordination. Immediately after execution and delivery of Contract and before making first payment, Contractor shall notify all subcontractors to furnish all required information to develop Construction Schedule. Contractor and all subcontractors associated with the Work shall furnish following information from each Division of Specifications:
 - 1. List of construction activities;
 - 2. Start, finish and time required for completion of each activity;
 - 3. Sequential relationships between activities;
 - 4. Identify all long lead-time items, key events, meetings or activities such as required submittals, fabrication and delivery, procurement of materials, installation and testing;
 - 5. Weekly definition of extent of work and areas of activity for each trade or Subcontract; and
 - 6. Other information as determined by Public Works Project Manager.
- B. In addition to above requested items, Contractor shall request delivery dates for all County-furnished equipment, materials or labor. This shall include any work handled by Department under separate contracts such as asbestos abatement, air and water balancing, etc. Indicate on Construction Schedule these associated delivery and installation dates.
- C. Progress Reporting:
 - 1. Contractor shall update and publish Construction Schedule on monthly basis. Revisions to Schedule shall be by Contractor and made in same detail as original Schedule and accompanied by explanation of reasons for revision; and shall be subject to approval by Department.

2. Failure of Contractor to keep Schedule in updated format shall result in County hiring firm specializing in construction schedule development and deducting those costs associated with updating process from payments due Contractor.
 3. Contractor shall submit show actual percentage of each activity completed, estimated future progress, and anticipated completion time.
- D. Responsibility for timely completion requires:
1. Contractor and subcontractors understand that performance of each is interdependent upon performance of others.
 2. Whenever it becomes apparent from current schedule, that phasing or progress completion dates will not be met, Contractor must take some or all following actions at no additional cost to County:
 - a) Increase construction labor in such quantities and crafts as will eliminate backlog of work.
 - b) Increase number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination of foregoing to eliminate backlog of work.
 - c) Reschedule work (yet remain in conformance with Drawings and Specifications).
 3. Prior to proceeding with any of above actions, Contractor shall notify Public Works Project Manager.
- E. Maintain current Construction Schedule at all times. Revise Construction Schedule in same detail as original and accompany with explanation of reasons for revision. Schedule shall be subject to approval by Architect / Engineer and Public Works Project Manager.

25. PAYMENTS TO CONTRACTOR

- A. Contractor shall provide:
1. Detailed estimate giving complete breakdown of contract price by Specification Division; and
 2. Periodic itemized estimates of work done for purpose of making partial payments thereon.
- B. Submit these estimates for approval first to Architect / Engineer, then to Public Works Project Manager. Costs employed in making up any of these schedules are for determining basis of partial payments and not considered as fixing basis for additions to or deductions from Contract price.
- C. County will make partial payments to Contractor for value, proportionate to amount of Contract, of all labor and material incorporated in the Work during preceding calendar month upon receipt of Application and Certificate for Payment form from Architect / Engineer and approval of Department.
- D. Contractor shall submit for approval first to Architect / Engineer, and then to Public Works Project Manager all Application and Certificate for Payment forms. If requested, Application and Certificate for Payment shall be supported by such additional evidence as may be required, showing Contractor's right to payment claimed.
- E. Application and Certificate for Payment for preparatory work and materials delivered and suitably stored at site to be incorporated into the Work at some future period, will be given due consideration. Requesting payment for materials stored off site, may be rejected, however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered, conditional upon submission by Contractor of bills of sale,

photographs and such other procedures as will adequately protect County's interest such as storage in bonded warehouse with adequate coverage. If there is any error in payment, Contractor is obligated to notify Department immediately, but no longer than ten (10) business days from receipt of payment.

- F. Payments by County will be due within forty-five (45) business days after receipt by Department of Application and Certificate for Payment.
- G. County will retain five percent (5%) of each Application and Certificate for Payment until final completion and acceptance of all the Work covered by Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at site, County will make remaining payments in full if Architect / Engineer and Public Works Project Manager find that progress of the Work corresponds with Construction Schedule. If Architect / Engineer and Public Works Project Manager find that progress of the Work does not correspond with Construction Schedule, County may retain up to ten percent (10%) of each Application and Certificate for Payment for the Work completed.
- H. All material and work covered by partial payments made shall become sole property of County, but this provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made, or restoration of any damaged work, or as waiver of right of County to require fulfillment of all of terms of Contract.
- I. County will make final payment within sixty (60) calendar days after final completion of the Work, and will constitute acceptance thereof. Submit Equal Benefits Compliance Payment Certification with final pay request. Payment may be denied if Certification is not included.
- J. County may make payment in full, including retained percentages and less authorized deductions, upon completion and acceptance of each Division where price is stated separately in Contract.
- K. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit(s) as required to prove that all debts and claims against this Work are paid in full or otherwise satisfied, and give final evidence of release of all liens against the Work and County.

26. WITHHOLDING OF PAYMENTS

- A. County, after having served written notice on said Contractor, may either pay directly any unpaid bills of which Department has written notice, or withhold from Contractor's unpaid compensation sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged; whereupon, payment to Contractor shall be resumed in accordance with terms of this Contract, but in no event shall these provisions be construed to impose any obligations upon County to either Contractor or Contractor's Surety.
- B. In paying any unpaid bills of Contractor, County shall be deemed agent of Contractor, and any payment so made by County, shall be considered as payment made under Contract by County to Contractor and County shall not be liable to Contractor for any such payment made in good faith.

- C. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all claims growing out of lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in performance of this Contract.
- D. At Department's request, Contractor shall furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged or waived.

27. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

28. PAYMENTS BY CONTRACTOR

- A. Contractor shall pay following not later than fifth (5th) business day following each payment received from County:
 - 1. All transportation and utility services rendered;
 - 2. All materials, tools, and other expendable equipment that have been delivered at site of the Work to extent of ninety percent (90%) of cost thereof, and balance of cost thereof when said balance is paid to Contractor; and
 - 3. Each subcontractor, respective amount allowed Contractor because of work performed by subcontractor to extent of subcontractor's interest therein.

29. CONTRACT SECURITY

- A. Contractor shall furnish Performance and Payment Bonds in amount at least equal to one hundred percent (100%) of Contract price as security for faithful performance of this Contract and payment of all persons performing labor on project under this Contract and furnishing materials in connection with this Contract.
- B. Sample Performance and Payment Bonds that Contractor will be required to execute is bound into these Construction Documents. Before construction Contract is consummated, completed Performance and Payment Bonds must be approved by Department.

30. ASSIGNMENTS

- A. Contractor shall not assign whole or any part of this Contract or any moneys due or to become due hereunder without written consent of Department. In case Contractor assigns all or any part of any moneys due or to become due under this Contract, instrument of assignment shall contain clause substantially to effect that it is agreed that right of assignee in and to any moneys due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for performance of the Work called for in this Contract.

31. MUTUAL RESPONSIBILITY OF CONTRACTORS

- A. If, through acts of neglect on part of Contractor or any subcontractor shall suffer loss or damage on the Work, Contractor agrees to settle with such subcontractor by agreement or arbitration if such other subcontractor will so settle. If such subcontractor shall assert any claim against County on account of any damage alleged to have been sustained, Department shall notify Contractor, who shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives against any such claim.

32. SEPARATE CONTRACTS

- A. Department may award other contracts for the Work and all Contractors shall fully cooperate with each other and carefully adjust their work to that provided under other contracts as may be directed by Department. No Contractor shall commit or permit any act that will interfere with performance of the Work by any other Contractor.
- B. Contractor shall coordinate the Work with those of other Contractors. Cooperation will be required in arrangement for storage of materials and in detailed execution of the Work. Contractor, including subcontractors, shall keep informed of progress and detail work of others and shall notify Architect / Engineer or Department immediately of lack of progress or defective workmanship on part of others. Failure of Contractor to keep informed of the Work progressing on site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by Contractor of status of the Work as being satisfactory for proper coordination with Contractor's own work.

33. SUBCONTRACTS

- A. Contractor may use services of specialty subcontractors on those parts of the Work that, under normal contracting practices, are performed by specialty subcontractors.
- B. Contractor shall not award any work to any subcontractor without prior approval of Department. Qualifications of subcontractors shall be same as qualifications of Contractor. Request for subcontractor approval shall be submitted to Department fifteen (15) business days before start of subcontractor's work. If subcontractors are changed or added, Contractor shall notify Department in writing.
- C. Contractor shall be as fully responsible to County for acts and omissions of subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for acts and omissions of persons directly employed by Contractor.
- D. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to Contractor by terms of General Conditions of Contract and other Construction Documents insofar as applicable to work of subcontractors and to give Contractor same power as regards terminating any subcontract that Department may exercise over Contractor under any provision of Construction Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and County.
- F. Contractor shall insert in all subcontracts, Articles 26, 33, 43 and 45, respectively entitled: "Withholding of Payments", "Subcontracts", "Affirmative Action Provision and Minority /

Women / Disadvantaged Business Enterprises”, and “Minimum Wages”, and shall further require all subcontractors to incorporate physically these same Articles in all subcontracts.

34. PUBLIC WORKS PROJECT MANAGER’S AUTHORITY

- A. Public Works Project Manager shall:
 - 1. Administer and ensure compliance with Construction Documents;
 - 2. Provide responsible on-site observations of construction and have authority to request work and to stop work whenever necessary to insure proper enforcement of Construction Documents;
 - 3. Convene and chair project meetings and foreman’s coordination meetings when necessary to coordinate resolution of conflicts between Contractors, Architects, Engineers, Consultants, and Department; and
 - 4. Check and inspect material, equipment and installation procedures of all trades for proper workmanship and for compliance with Drawings, Specifications and Shop Drawings, permit no material on project site that is not satisfactory and reject work not in compliance with Construction Documents.

35. ARCHITECT / ENGINEER’S AUTHORITY

- A. Architect / Engineer is retained by, and is responsible to Department acting for County.
- B. Architect / Engineer shall determine amount, quality, acceptability, and fitness of several kinds of work and materials that are provided under this Contract and shall decide all questions that may arise in relation to said work and construction thereof.
- C. Architect / Engineer shall decide meaning and intent of any portion of Specifications and of any Drawings where they may be found obscure or be in dispute.
- D. Architect / Engineer shall provide responsible observation of construction. Architect / Engineer has authority to stop the Work whenever such stoppage may be necessary to insure proper execution of Construction Documents.
- E. Architect / Engineer shall be interpreter of conditions of Construction Documents and judge of its performance.
- F. Within reasonable time, Architect / Engineer shall make decisions on all matters relating to progress of the Work or interpretation of Construction Documents.
- G. Architect / Engineer’s decisions are subject to review by Public Works Project Manager.

36. STATED ALLOWANCES

- A. Stated allowances enumerated in Instructions to Bidders shall cover net cost of materials or equipment, and all applicable taxes. Contractor’s cost of delivery and unloading at site, handling costs on site, labor, installation costs, overhead, profit and any other incidental costs shall be included in Contractor’s bid, but not as part of cash allowance.
- B. Department will solicit at least two (2) bids on materials or equipment for which allowance is stated and select on basis of lowest qualified responsible bid. Contractor will then be instructed to purchase “Allowed Materials”. If actual price for purchasing “Allowed Materials”, including taxes, is more or less than “Cash Allowance”, Contract price shall be

adjusted accordingly. Adjustment in Contract price shall not contain any cost items excluded from cash allowance.

37. ESTIMATES OF QUANTITIES

- A. Whenever estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of Construction Documents, they are given for use in comparing bids and right is especially reserved to increase or diminish them as they may be deemed reasonably necessary or desirable by Department to complete the Work included in this Contract, and cost for such increase or diminution shall be adjusted in manner provided for in General Conditions of Contract Article 18 entitled "Changes in the Work".

38. LANDS AND RIGHTS-OF-WAY

- A. Prior to start of construction, County shall furnish all land and rights-of-way necessary for carrying out and completion of the Work to be performed under this Contract.

39. GENERAL GUARANTEE

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

40. CONFLICTING CONDITIONS

- A. Any provision in any of Construction Documents which may be in conflict or inconsistent with any Articles in these General Conditions of Contract or Supplementary Conditions shall be void to extent of such conflict or inconsistency.
- B. In case of ambiguity or conflict between Drawings and Specifications, Specifications shall govern.

- C. Printed dimensions shall be followed in preference to measurements by scale. Large-scale drawings take precedence over small-scale drawings. Dimensions on Drawings and details are subject to field measurements of adjacent work.

41. NOTICE AND SERVICE THEREOF

- A. Any notice to Contractor from Department relative to any part of this Contract shall be in writing and considered delivered and service thereof completed, when said notice is posted, by certified or registered mail, to Contractor at Contractor's last given address, or delivered in person to said Contractor, or Contractor's authorized representative on the Work.

42. PROTECTION OF LIVES AND HEALTH

- A. In order to protect lives and health of Contractor's employees under Contract, Contractor shall comply with all pertinent provisions of Wisconsin Administrative Code, Rules of Department of Commerce, relating to Safety and Health.
- B. Contractor alone shall be responsible for safety, efficiency and adequacy of Contractor's tools, equipment and methods, and for any damage that may result from their failure or their improper construction, maintenance or operation.

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

- A. Affirmative Action Provisions.
 - 1. During term of their Contract, Contractor agrees not to discriminate on basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee, or applicant for employment. Such equal opportunity shall include but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, these affirmative action standards so as to be visible to all employees, service recipients and applicants for this paragraph. Listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to extent allowable in state or federal law.
 - 2. Contractor is subject to this Article only if Contractor has ten (10) or more employees and receives \$10,000.00 or more in annual aggregate contracts with County. Contractor shall file and Affirmative Action Plan with Dane County Contract Compliance Officer in accord with Chapter 19 of Dane County Code of Ordinances. Such plan must be filed within fifteen (15) business days of effective date of this Contract and failure to do so by said date shall constitute ground for immediate termination of Contract by County. Contractor shall also, during term of this Contract, provide copies of all announcements of employment opportunities to County's Contract Compliance Office, and shall report annually number of persons, by race, sex and handicap status, who apply for employment, and, similarly classified, number hired and number rejected.
 - 3. Contact Dane County Contract Compliance Officer at Dane County Contract Compliance Office, 210 Martin Luther King, Jr. Blvd., Room 421, Madison, WI 53703, 608/266-4114.
 - 4. In all solicitations for employment placed on Contractor's behalf during term of this Contract, Contractor shall include statement to affect Contractor is "Equal Opportunity Employer". Contractor agrees to furnish all information and reports required by

County's Contract Compliance Officer as same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and provision of this Contract.

- B. Minority / Women / Disadvantaged / Emerging Small Business Enterprises.
 - 1. Chapter 19.508 of Dane County Code of Ordinances is official policy of Dane County regarding utilization of, to fullest extent of, Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs) Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs).
 - 2. Contractor may utilize MBEs / WBEs / DBEs / ESBEs as subcontractors or suppliers. List of subcontractors will be required of low bidder as stated in this Contract. List shall indicate which are MBEs / WBEs / DBEs / ESBEs and percentage of subcontract awarded, shown as percentage of total dollar amount of bid.

44. COMPLIANCE WITH FAIR LABOR STANDARDS

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

45. DOMESTIC PARTNERSHIP BENEFITS

- A. Not Used.

46. USE AND OCCUPANCY PRIOR TO ACCEPTANCE

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

47. MINIMUM WAGES

- A. Contractor shall post, at appropriate conspicuous point on site of project, schedule showing all determined minimum wage rates for various classes of laborers and mechanics to be engaged in the Work under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by laborers and mechanics so engaged.
- B. Supplementary Conditions section in Construction Documents lists wage determinations required by State Law.
- C. If, after award of Contract, it becomes necessary to employ any person in trade or occupation not classified in wage determinations, such person shall be paid at not less than such rate as shall be determined by Wisconsin Department of Workforce Development. Such approved minimum rate shall be retroactive to time of initial employment of such person in such trade or occupation. Contractor shall notify Department of Contractor's intention to employ persons in trades or occupations not so classified in sufficient time for Department to obtain approved rates for such trades or occupations.
- D. Specified wage rates are minimum rates only, and Department will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of applicable rate contained in this Contract. Contractor shall adjust any disputes in regard to payment of wages in excess of those specified in this Contract.

48. CLAIMS

- A. No claim may be made until Department's Assistant Public Works Director has reviewed Architect / Engineer's decision as provided for in Article 35 of General Conditions of Contract. If any claim remains unresolved after such review by Department's Assistant Public Works Director the claim may be filed under Wisconsin Statute 893.80. Work shall progress during period of any dispute or claim. Unless specifically agreed between parties, venue will be in Dane County, Wisconsin.

49. ANTITRUST AGREEMENT

- A. Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by County. Therefore, Contractor hereby assigns to County any and all claims for such overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from antitrust violations commencing after price is established under this Contract and any change order thereto.

50. INSURANCE

- A. Contractor Carried Insurance:
 - 1. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this Article and has provided evidence of such insurance to Risk Manager, 425 City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703. Contractor shall not allow any subcontractor to commence work until insurance required of subcontractor has been so obtained and approved. Company providing insurance must be licensed to do business in Wisconsin.
 - 2. Worker's Compensation Insurance:

- a) Contractor shall procure and shall maintain during life of this Contract, Worker's Compensation Insurance as required by statute for all of Contractor's employees engaged in work at site of project under this Contract and, in case of any such work sublet, Contractor shall require subcontractor similarly to provide Worker's Compensation Insurance for all of latter's employees to be engaged in such work unless such employees are covered by protection afforded by Contractor's Worker's Compensation Insurance.
 - b) If any claim of employees engaged in hazardous work on project under this Contract is not protected under Worker's Compensation Statute, Contractor shall provide and shall cause each subcontractor to provide adequate Employer's Liability Insurance for protection of such of Contractor's employees as are not otherwise protected.
3. Contractor's Public Liability and Property Damage Insurance:
- a) Contractor shall procure and maintain during life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in amount not less than \$1,000,000 bodily injury, including accidental death, to any one person, and subject to same limit for each person, in amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in amount not less than \$1,000,000 or combined single limit of at least \$1,000,000 with excess coverage over and above general liability in amount not less than \$5,000,000. Contractor shall add "Dane County" as additional insured for each project.
 - b) Contractor's Public Liability and Property Damage Insurance shall include Products, Completed Operation, and Contractual Liability under Insurance Contract. "Contractor shall in all instances save, defend, indemnify and hold harmless County and Architect / Engineer against all claims, demands, liabilities, damages or any other costs which may accrue in prosecution of the Work and that Contractor will save, defend, indemnify and hold harmless County and Architect / Engineer from all damages caused by or as result of Contractor's operations" and each shall be listed as additional insured on Contractor's and sub-contractors' insurance policies.
 - c) Obligations of Contractor under Article 50.A.2.b) shall not extend to liability of Architect / Engineer, agents or employees thereof, arising out of:
 - 1) Preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - 2) Giving of or failure to give directions or instructions by Architect / Engineer, agents or employees thereof provided such giving or failure to give is primary cause of injury or damage.
 - d) Contractor shall procure and shall maintain during life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000 each accident single limit, bodily injury and property damage combined with excess coverage over and above general liability in amount not less than \$5,000,000.
 - e) Contractor shall either:
 - 1) Require each subcontractor to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or
 - 2) Insure activities of subcontractors in Contractor's own policy.
4. Scope of Insurance and Special Hazards: Insurance required under Article 50.A.2 & 50.A.3. hereof shall provide adequate protection for Contractor and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by insured or by anyone directly or indirectly employed by insured and also against any of special hazards which may be encountered in performance of this Contract as enumerated in Supplementary Conditions.
5. Proof of Carriage of Insurance: Contractor shall furnish Risk Manager with certificates showing type, amount, class of operations covered, effective dates, dates of expiration of

policies and “Dane County” listed as additional insured. Such certificates shall also contain (substantially) following statement: “Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) business days written notice has been received by Risk Manager.”

B. Builder’s Risk:

1. County shall provide Builder’s Risk insurance coverage for its insurable interests in construction or renovation projects with completed value of \$1,000,000 or less. Therefore, if project completed value is more than \$1,000,000, Contractor shall obtain and maintain in force, at its own expense, Builder’s Risk Insurance on all risks for amount equal to full completed value of covered structure or replacement value of alterations or additions. Any deductible shall not exceed \$25,000 for each loss. Policy shall include occupancy clause and list Dane County as loss payee.

C. Indemnification / Hold Harmless:

1. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from and against all claims, damages, losses and expenses including attorneys’ fees arising out of or resulting from performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, and is caused in whole or in part by any act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by part indemnified hereunder.
2. In any and all claims against Dane County, its boards, commissions, agencies, officers, employees and representatives or by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, indemnification obligation under this Contract shall not be limited in any way by any limitation on amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker’s compensation acts, disability benefits or other employee benefit acts.
3. Obligations of Contractor under this Contract shall not extend to liability of Architect / Engineer, its agents or employees arising out of:
 - a) Preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or
 - b) Giving of or failure to give directions or instruction by Architect / Engineer, its agents or employees provided such giving or failure to give is primary cause of injury or damage.
4. Dane County shall not be liable to Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.


51. WISCONSIN LAW CONTROLLING

- A. It is expressly understood and agreed to by parties hereto that in event of any disagreement or controversy between parties, Wisconsin law shall be controlling.

SUPPLEMENTARY CONDITIONS

1. APPLICATION & CERTIFICATE FOR PAYMENT

- A. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit partial and final Application & Certificate for Payment for work under said contract. Form shall provide similar information as shown on AIA G702™ and G703™ forms (samples shown below). Forms shall be submitted to Public Works Project Manager for approval.


AIA Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
		PERIOD TO:	OWNER <input type="checkbox"/>
		CONTRACT FOR:	ARCHITECT <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
		PROJECT NOS:	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ _____

2. NET CHANGE BY CHANGE ORDERS \$ _____

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____

5. RETAINAGE:

a. _____ % of Completed Work
(Columns D + E on G703) \$ _____

b. _____ % of Stored Material
(Column F on G703) \$ _____

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ _____

6. TOTAL EARNED LESS RETAINAGE \$ _____
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ _____
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ _____	\$ _____
Total approved this month	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____
NET CHANGES by Change Order	\$ _____	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: _____
State of: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____

Notary Public:
My commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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

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Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. In tabulations below, amounts are in US dollars. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E-F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD				
GRAND TOTAL								

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2. INSURANCE

- A. Contractor Carried Insurance. In order to protect itself and the County, Contractor shall not commence work under this Contract until obtaining all required insurance and the County has approved such insurance. Contractor shall not allow any subcontractor to commence work on subcontract until insurance required of subcontractor has been so obtained and approved.
 - 1. Pollution Insurance Policy
 - Contractor shall procure and maintain during life of this Contract, Pollution Insurance Policy in amount of at least \$1,000,000 per occurrence, \$5,000,000 aggregate.

3. ASBESTOS DISPOSAL PROCEDURES

- A. Asbestos disposal requires strict adherence to federal, state and local regulations and requirements.
- B. Chapter 41.80(4) of Dane County Ordinances prohibits disposal of any toxic substance at Dane County Landfill without prior written permission.
- C. Any violation of disposal regulations and requirements will result in being prohibited from using Dane County Landfill for asbestos waste disposal and will result in fines according to limits set in Chapter 41 (Solid Waste Management) of Dane County Ordinances.
- D. Please refer to, but do not use, attached sample Asbestos Disposal Permit. You will not be allowed to dispose of asbestos waste without submitting official Asbestos Disposal Permit, only available from Dane County Solid Waste Engineer.

- E. For complete information on asbestos disposal procedures or if you should have any questions, contact Dane County Solid Waste Engineer at 608/267-0120.

ASBESTOS DISPOSAL PERMIT



DANE COUNTY RODEFELD LANDFILL
7102 U.S. HIGHWAY 12 & 18
MADISON, WISCONSIN
608/838-9555

PLEASE TYPE OR PRINT LEGIBLY

1. TO BE FILLED OUT BY ASBESTOS GENERATOR (SOURCE):

GENERATOR COMPANY NAME: _____

ASBESTOS SITE: _____
(STREET ADDRESS, CITY, STATE, ZIP)

MAILING: _____
(STREET ADDRESS, CITY, STATE, ZIP)

CONTACT NAME: _____ WORK PHONE: _____

SIGNATURE: _____ OTHER PHONE: _____
(WHERE AVAILABLE AT TIME OF DELIVERY TO LANDFILL)

EMAIL ADDRESS: _____

2. TO BE FILLED OUT BY REMOVAL CONTRACTOR:

ASBESTOS REMOVAL CONTRACTOR: _____

MAILING: _____
(STREET ADDRESS, CITY, STATE, ZIP)

CONTACT NAME: _____ WORK PHONE: _____

PROJECT SUPERVISOR'S SIGNATURE: _____

PROJECT SUPERVISOR'S NAME: _____

ASBESTOS HANDLING:

NON-BULKY ITEMS

BULKY ITEMS

DOUBLE WRAPPED? Y ___ N ___

DOUBLE WRAPPED? Y ___ N ___

WETTED? Y ___ N ___

WETTED? Y ___ N ___

SEALED? Y ___ N ___

SEALED? Y ___ N ___

NO. OF BAGS: _____

NO. OF BAGS: _____

APPROX. VOLUME: _____ CU.YDS.

APPROX. VOLUME: _____ CU.YDS.

PROJECT AND MATERIAL DESCRIPTION: _____

SOURCE OF BAGS / PLASTIC WRAP:

COMPANY NAME: _____

MAILING: _____
(STREET ADDRESS, CITY, STATE, ZIP)

PHONE NO.: _____

SPECIFY THICKNESS: _____ MILS

**I AGREE TO ADHERE TO ALL TERMS AND CONDITIONS OF THIS PERMISSION.
IF I AM SIGNING IN A REPRESENTATIVE CAPACITY, I ASSERT THAT I AM
AUTHORIZED TO BIND MY PRINCIPAL IN ALL RESPECTS.**

SIGNATURE: _____

PRINTED NAME: _____

DATED THIS _____ DAY OF _____, 20____

3. TO BE FILLED OUT BY WASTE HAULER:

HAULING COMPANY NAME: _____

CONTACT NAME: _____ WORK PHONE: _____

DRIVER'S NAME: _____ DATE: _____

DRIVER'S SIGNATURE: _____
(upon delivery)

4. TO BE FILLED OUT BY LANDFILL SUPERVISOR / ATTENDANT:

DATE OF DISPOSAL: _____ TRANSACTION NO.: _____

WEIGHT: _____ COPY GIVEN TO TRANSPORTER? Y _____ N _____

DISCREPANCIES: _____

SIGNATURE: _____

PRINTED NAME: _____

DISPOSAL COODINATES: _____ E to _____ E, _____ N to _____ N

ELEVATION Base: _____ Top: _____

SECTION 00 31 19 - EXISTING CONDITIONS

PART 1 - GENERAL

CONDITIONS OF THE CONTRACT

The conditions of the contract relating to the work specified herein also apply to this section. Applicable provisions of Division 00-Procurement and Contracting Requirements, and Division 01- General Requirements shall govern work under this section.

WORK INCLUDED

Review the information in this section as it relates to the work specified.

CONTENTS OF THIS SECTION

Report: City County Building Cladding Assessment (May, 2019) – 18 pages

ACKNOWLEDGEMENTS

Information presented in this section is provided for reference only and was prepared for exclusive use by Facility Engineering, Inc. to aid in the evaluation and design of the project.

Coring and other invasive testing locations, conditions, and measurements are approximate.

When applicable, Contractors preparing bids for work specified herein should perform their own core analysis or invasive testing when approved by the Owner or Owner’s Representative. Reference data provided in this section shall not relieve Contractor from the responsibility to evaluate and confirm existing conditions.

This section has been prepared for the subject project in accordance with generally accepted engineering practices at this time. No other warranty, either expressed or implied, is made.

Any recommendations in this section are based on the classification of the materials and conditions given, and may not be based solely on the contents of the technician’s field logs.

This section in no way relieves the Contractor of the responsibility to evaluate and confirm the presence of Asbestos Containing Building Materials (ACBM). If during the course of work the Contractor suspects ACBM, he must cease operations immediately and notify the Owner or Owner’s Representative.

Facility Engineering, Inc. reserves the right to amend the contents of this section at such time as any additional information becomes available.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

- END OF SECTION -

SECTION 01 00 00
BASIC REQUIREMENTS

PART 1 GENERAL

1.1 SECTION SUMMARY

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

1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to provide construction services to repair concrete panel-

to-panel joint treatments, patch existing stone and cement surfaces, remove and replace sealant/backer rod in joints, and power washing of the entire building..

- B. Work by Owner: Not applicable.
- C. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work and facility occupancy.
- D. Diggers Hotline:
 - 1. It is General Contractor's responsibility to contact Diggers Hotline to have all utility locations marked prior to excavation and planning excavation so as not to delay the Work.
 - 2. Diggers Hotline shall also be used to obtain information on safe working clearances from overhead lines.
 - 3. Completely comply with all requirements of each affected utility company.
 - 4. It is General Contractor's responsibility to contact & hire private utility locating services if necessary.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by others and work by Owner.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit one (1) original copies with "wet" signatures of each application on AIA G702™ and G703™ forms or approved contractors invoice form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.
- D. Submit Applications for Payment to Public Works Project Manager for approval & processing for payment.

1.5 CHANGE PROCEDURES

- A. Change Order Forms: Dane County Contract Change Order, Form 014-32-20 (latest issue)
- B. Contractor's costs for Products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from contingency allowance.

1.6 ALTERNATES

- A. If Alternates are quoted of Bid Form they shall be reviewed and accepted or rejected at Owner's option.

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

1.7 LUMP SUM ALLOWANCES FOR WORK

- A. Not used.

1.8 COORDINATION

- A. Coordinate scheduling, submittals, and work of various sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Contractor shall provide Public Works Project Engineer with work plan (including sequence and duration), based on the drawings, that ensures the Work will be completed within required time of completion.
- D. Public Works Project Manager may choose to photograph or videotape site or workers as the Work progresses.

1.9 CONFERENCES

- A. Project shall have pre-bid conference; see Instructions to Bidders.
- B. Owner will schedule preconstruction conference after Award of Contract for all affected parties.
- C. Contractor shall submit Construction Schedule at pre-construction meeting.
- D. When required in individual Specification section, convene pre-installation conference at project site prior to commencing work of Section.

1.10 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at minimum of one (1) per week with Public Works Project Manager.
- B. Preside at meetings, record minutes, and distribute copies within two (2) business days to those affected by decisions made.
- C. Contractors shall give verbal reports of progress on the Work, discuss schedule for upcoming period and present all conflicts, discrepancies or other difficulties for resolution.
- D. Day & time of progress meetings to be determined at pre-construction meeting.

1.11 JOB SITE ADMINISTRATION

- A. Contractor shall have project superintendent on site minimum of four (4) hours per week during progress of the Work or as determined at the Pre-Construction Meeting.

1.12 SUBMITTAL PROCEDURES

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

1.13 PROPOSED PRODUCTS LIST

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

1.14 MANUFACTURERS' INSTRUCTIONS

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

1.15 MANUFACTURERS' CERTIFICATES

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

1.16 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturers' instructions.

- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.17 REFERENCES

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

1.18 INTERIOR ENCLOSURES

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

1.19 PROTECTION OF INSTALLED WORK

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

1.20 STAGING AREAS / PARKING

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

1.21 OCCUPANCY DURING CONSTRUCTION AND CONDUCT OF WORK

- A. All contractors are expected to leave work areas in conditions; such that area can be occupied immediately upon leaving area.
- B. Areas of existing facility will be occupied during period when the Work is in progress. Work may be done during normal business hours (7:00 am to 5:30 pm), but confer with Owner, schedule work and store materials so as to interfere as little as possible with normal use of premises. Work performed on Saturday shall be by permission of Owner. Notify Owner when noise making work is to be done and obtain Owner's written approval of schedule. If schedule is not convenient for Owner, reschedule and resubmit new times for Owner approval.

- C. Work shall be done and temporary facilities furnished so as not to interfere with access to any occupied area and so as to cause least possible interference with normal operation of facility or any essential service thereof.
- D. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.
- E. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this Contract is to be performed.
- F. Each Contractor shall arrange with Owner to make necessary alterations, do new work, make connections to all utilities, etc., at such times as will not cause interruption of utility services to facility. Contractor doing this work shall protect, cap, cut off and / or replace and relocate existing pipes, electrical work and other active utilities encountered which may interfere with new construction work.
- G. New work in extension of existing work shall correspond in all respects with that to which it connects or similar existing work unless otherwise indicated or specified.
 - 1. Existing work shall be cut, altered, removed or replaced as necessary for performance of Contract obligations.
 - 2. Work remaining in place, damaged or defaced by reason of work done under this Contract shall be restored equal to its condition at time of Award of Contract. If removal of work exposes discolored or unfinished surfaces or work out of alignment, such surfaces shall be refinished or materials replaced as necessary to make continuous work uniform and harmonious.

1.22 PROTECTION

- A. Contractor shall protect from damage / injury all trees, shrubs, hedges, plantings, grass, mechanical, electrical & plumbing equipment, walks and driveways and pay for any damage to same resulting from insufficient or improper protection.
- B. Contractor shall provide and maintain barricades & signage to prohibit public access to construction site.
- C. Contractor shall provide and maintain guard lights at all barricades, railings, obstructions in streets, roads or sidewalks and at all trenches adjacent to public walks or roads.
- D. Progress Cleaning: Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

1.23 PRODUCTS

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

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

1.24 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.25 PRODUCT OPTIONS

- A. Where definite material is specified, it is not intentional to discriminate against "equal" product made by another manufacturer. Intention is to set definite standard of material quality. All submitted Products will require approval by the Public Works Project Manager.
- B. Products and materials that are not specified, but have been approved for use by Public Works Project Manager shall be identified in addenda to all bidding contractors.
- C. Requests for material or product substitutions submitted after Bid Due Date shall be considered. Owner reserves right to approve or reject substitutions based on Specification requirements and intended use.

1.26 SUBSTITUTIONS

- A. Public Works Project Manager shall consider requests for Substitutions only within fifteen (15) calendar days after date of Public Works Construction Contract.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Construction Documents.
- C. Submit three (3) copies of requests for Substitution for consideration. Limit each request to one (1) proposed Substitution.
- D. Substitutions shall not change contract price established at Bid Due Date.

1.27 STARTING SYSTEMS

- A. Not Used

1.28 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel prior to date of final inspection.
- B. Owner may choose to photograph or videotape demonstration session; demonstration and demonstrator shall be to level of satisfaction of Owner.

1.29 CONTRACT CLOSEOUT PROCEDURES

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

1.30 FINAL CLEANING

- A. Execute final cleaning prior to final inspection on exterior surfaces exposed to view. Remove waste and surplus materials from site.

1.31 OPERATION AND MAINTENANCE MANUAL

- A. Provide electronic version of operation and maintenance manuals for all materials supplied and installed in the Work.

1.32 SPARE PARTS AND MAINTENANCE MATERIALS

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

1.33 AS-BUILT AND RECORD DRAWINGS AND SPECIFICATIONS

- A. Contractor-produced Drawings and Specifications shall remain property of Contractor whether Project for which they are made is executed or not. Contractor shall furnish Public Works Project Manager with original marked up redlines of Construction Documents' drawings and specifications that shall include all Addendums, Change Orders, Construction Bulletins, on-site changes, field corrections, etc. These are project As-Built Drawings & Specifications.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT, DISPOSAL & RECYCLING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Summary
 - 2. Waste Management Goals
 - 3. Construction and / or Demolition Waste Management
 - 4. Waste Management Plan
 - 5. Reuse
 - 6. Recycling
 - 7. Materials Sorting and Storage On Site
 - 8. Lists of Recycling Facilities Processors and Haulers
 - 9. Waste Management Plan Form

- B. Related Sections:
 - 1. Section 01 00 00 - Basic Requirements

1.2 WASTE MANAGEMENT GOALS

- A. Dane County requires that as many waste materials as possible produced as result of this project be salvaged, reused or recycled in order to minimize impact of construction waste on landfills and to minimize expenditure of energy and cost in fabricating new materials. Additional information may be found in Dane County Green Building Policy, Resolution 299, 1999-2000.

1.3 CONSTRUCTION AND / OR DEMOLITION WASTE MANAGEMENT

- A. All construction and demolition waste suitable for recycling must go to Dane County Construction & Demolition Recycling Facility located at 7102 US Hwy 12, Madison, located across from Yahara Hills Golf Course. This facility can receive mixed loads of construction and demolition waste. For complete list of acceptable materials see www.countyofdane.com/pwht/recycle/CD_Recycle.aspx.
- B. Dane County Landfill, also at 7102 US Hwy 12, Madison, must receive all other waste from this project. www.countyofdane.com/pwht/recycle/landfill.aspx.

1.4 WASTE MANAGEMENT PLAN

- A. Contractor shall develop Waste Management Plan (WMP) for this project. Dane County's Special Projects & Materials Manager may be contacted with questions. Outlined in RECYCLING section of this specification are examples of materials that can be recycled or reused as well as recommendations for waste sorting methods.

B. Contractor shall complete WMP and include cost of recycling / reuse in Bid. WMP will be submitted to Public Works Project Manager within fifteen (15) business days of Bid Due date, with Bid. Copy of blank WMP form is in this Section. Submittal shall include cover letter and WMP form with:

1. Information on:
 - a. Types of waste materials produced as result of work performed on site;
 - b. Estimated quantities of waste produced;
 - c. Identification of materials with potential to be recycled or reused;
 - d. How materials will be recycled or reused;
 - e. On-site storage and separation requirements (on site containers);
 - f. Transportation methods; and
 - g. Destinations.

1.5 REUSE

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

1.6 RECYCLING

A. These materials must be recycled at Dane County Construction & Demolition Recycling Facility:

1. Wood.
2. Wood Pallets.
3. PVC Plastic (pipe, siding, etc.).
4. Asphalt & Concrete.
5. Bricks & Masonry.
6. Vinyl Siding.
7. Cardboard.
8. Metal.
9. Unpainted Gypsum Drywall.
10. Shingles.

B. These materials can be recycled elsewhere in Dane County area:

1. Fluorescent Lamps.
2. Foam Insulation & Packaging (extruded and expanded).
3. Carpet Padding.
4. Barrels & Drums.

C. All materials must be recycled at WDNR permitted waste processing facilities that adhere to all State Statutes.

1.7 MATERIALS SORTING AND STORAGE ON SITE

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

B. Contractor shall provide on-site locations for subcontractors supplied recycling containers to help facilitate recycling.

- C. Mixed loads of recycled materials are allowed only per instructions at www.countyofdane.com/pwht/recycle/CD_Recycle.aspx.

1.8 LISTS OF RECYCLING FACILITIES PROCESSORS AND HAULERS

- A. Refer to www.countyofdane.com/pwht/recycle/CD_Recycle.aspx for information on Dane County Construction & Demolition Recycling Facility.
- B. Web site www.countyofdane.com/pwht/recycle/categories.aspx lists current information for Dane County Recycling Markets. Contractors can also contact Allison Rathack at 608/266-4990, or local city, village, town recycling staff listed at site www.countyofdane.com/pwht/recycle/contacts.aspx. Statewide listings of recycling / reuse markets are available from UW Extension at <https://www.uwgb.edu/shwec/>.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

WASTE MANAGEMENT PLAN FORM



Contractor Name: _____

Address: _____

Phone No.: _____ Recycling Coordinator: _____

MATERIAL	ESTIMATED QUANTITY	DISPOSAL METHOD (CHECK ONE)		RECYCLING / REUSE COMPANY OR DISPOSAL SITE
Salvaged & reused building materials	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Wood	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Wood Pallets	_____ units	_____ Recycled	_____ Reused	Name: _____
PVC Plastic	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Asphalt & Concrete	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Bricks & Masonry	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Vinyl Siding	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Cardboard	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Metals	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Unpainted Gypsum / Drywall	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Shingles	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Fluorescent Lamps	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Foam Insulation	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Carpet Padding	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Barrels & Drums	_____ units	_____ Recycled	_____ Reused	Name: _____

WASTE MANAGEMENT PLAN FORM

Glass	_____ cu. yds. _____ tons	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____

SECTION 02 41 13 - SELECTIVE SITE DEMOLITION

PART 1 - GENERAL

CONDITIONS OF THE CONTRACT

The conditions of the contract relating to the work specified herein also apply to this section. Applicable provisions of Division 00-Procurement and Contracting Requirements, and Division 01- General Requirements shall govern work under this section.

WORK INCLUDED

Provide all labor, materials, services and incidentals necessary to perform the work as specified.

RELATED SECTIONS

- Section 02 82 13.23 - Asbestos (ARCM) – Removal During Maintenance
- Section 03 09 00 – Concrete Restoration
- Section 07 01 90 – Maintenance of Joint Sealants

REGULATORY REQUIREMENTS

When dealing with materials that contain asbestos, at minimum the following regulatory requirements shall be enforced:

- OSHA 29 CFR Part 1926.58 "Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite".
- Wisconsin Administrative Code: NR 506.10 "Asbestos", Ind. 1910.93.a, HSS 159, and s.140.06, Wisconsin Statutes.
- US DOT 49 CFR Parts 171 and 172 "Hazardous Substances".

PROTECTION

When Work involves removal of materials not containing hazardous materials:

- Protect all existing utilities against damage. Maintain during demolition operations.
- Protect passageways and maintain all exit ways to ensure the safe passage of persons around the area of demolition.
- Conduct operations in a manner that will prevent damage by falling debris, or other causes.
- Provide interior and exterior shoring, bracing, or support required to prevent movement, settlement, or collapse of adjacent facilities indicated to remain.
- Protect all remaining portions of the building and property not scheduled for demolition during demolition and removal of debris. Any resulting damage shall be repaired or replaced to like-new condition by the Contractor responsible.
- Protect all landscaping from damage and replace or repair any landscaping to like-new condition by the

1 Contractor responsible.

2
3 Cover air vents designated by Owner with filter fabric or plastic sheet to prevent visible dust and debris from
4 entering building. Remove filter fabric or plastic sheet upon job completion.

5
6 **OCCUPANCY**

7
8 The Owner shall occupy the building during demolition and construction and the facility shall remain operational.

9
10 Coordinate all work in advance with the Owner.

11
12 **DUST CONTROL**

13
14 When work involves removal of material not containing hazardous material:

15
16 It is imperative that dust be kept to a minimum during removal of the existing materials.

17
18 Debris shall be transported on covered trucks.

19
20 Debris shall be removed as it accumulates.

21
22 As it pertains to interior conditions, no excessive disturbance of the structure which causes air-borne debris will
23 be tolerated.

24
25 When work involves removal of material containing hazardous material:

26
27 Contractor shall employ "damp" methods of tear-off during asbestos containing roofing material removal.
28 Material shall be wetted with a water hose, saw cut, and then removed.

29
30 It is imperative that dust be kept to a minimum during removal of the existing materials.

31
32 Debris shall be transported on covered trucks.

33
34 Debris shall be removed as it accumulates.

35
36 As it pertains to interior conditions, no excessive disturbance of the structure which causes air-borne debris will
37 be tolerated.

38
39 Use of chutes for placement of materials to refuse container is not allowed. Add water to diminish visible
40 emissions; lower demolition material in proper wrap to the ground or to refuse container without dumping or
41 throwing.

42
43 Use polyethylene lined refuse containers. Cover containers during transporting.

44
45 **PART 2 - PRODUCTS** (Not used)

46
47 **PART 3 - EXECUTION**

48
49 **DISPOSAL OF MATERIALS**

50
51 All demolition material not scheduled for reuse and shall be removed from the Owner's site by the Contractor.

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No prolonged accumulation of debris will be allowed.

Remove all salvaged items from the site as demolition progresses. Storage or sale of removed items on the site will not be allowed.

Notify in writing the proper regulating authorities having jurisdiction as to the intent of the demolition. Time is of essence.

Line refuse dumpsters with plastic sheeting and disposing sheeting with each load of refuse which includes construction materials containing asbestos.

Contractor is responsible for the proper location and method of disposal for each individual construction material. Disposal of contaminated waste material shall be carried out in a manner appropriate to hazardous materials.

For material containing asbestos, the Contractor shall provide an asbestos disposal chain-of-custody form, to include at minimum: Owner, Project Name, Building Name, Name/Address of Disposal Site, Hauler, Quantity Disposed, Date of Disposal, Contractor's and Landfill Operator's Signature, and Certification Statement and submit form to Owner for review.

No burning on site will be permitted.

- END OF SECTION -

SECTION 02 82 13.23 - ASBESTOS REMOVAL DURING MAINTENANCE

PART 1 - GENERAL

CONDITIONS OF THE CONTRACT

The conditions of the contract relating to the work specified herein also apply to this section. Applicable provisions of Division 00-Procurement and Contracting Requirements, and Division 01- General Requirements shall govern work under this section. **Dane County is responsible for testing joint materials and providing findings with the contractor.**

WORK INCLUDED

Provide all labor, materials, services and incidentals necessary to perform sealant rehabilitation.

RELATED SECTION

Section 07 01 90 – Maintenance of Joint Sealants

REGULATORY REQUIREMENTS

When dealing with materials that contain asbestos, at minimum the following regulatory requirements shall be enforced:

OSHA 29 CFR Part 1926.1101 "Asbestos".

Wisconsin Administrative Code: NR 506.10 "Asbestos", Ind. 1910.93.a, HFS 159, and s.140.06, Wisconsin Statutes.

US DOT 49 CFR Parts 171 and 172 "Hazardous Substances".

Wisconsin Department of Natural Resources Waste Disposal Rules, and in particular:

NR 500, General Solid Waste Management

NR 502, Solid Waste Storage, Transportation

NR 600, Solid and hazardous waste disposal requirements

NR 610.07, Very Small Quantity Generators

NR 615.06, Large quantity generator standards

NR 620, Transporter standards and licensing requirements

PROTECTION

When work involves removal of materials containing asbestos: protect all penetrations using 6 mil polyethylene sheeting. Secure with duct tape.

1 DUST CONTROL

2
3 When work involves removal of material containing asbestos:

4 Material shall be removed in an intact state to the extent feasible.

5
6 Contractor shall employ "damp" methods of tear-off during sealant removal.

7
8 Cutting machines shall be continuously misted during use, unless a competent person determines that misting substantially decreases worker safety.

9
10 When removing sealants using cutting machine with asbestos containing roofing felts and smooth surface using a power roof cutter, all dust resulting from the cutting operation shall be collected by a HEPA dust collector, or shall be HEPA vacuumed by vacuuming along the cut line, or by gently sweeping and then carefully and completely wiping up the still-wet dust and debris left along the cut line.

11
12 Use polyethylene lined refuse containers. Cover containers during transporting.

13
14 **PART 2 - MATERIALS** (Not used)

15
16 **PART 3 - EXECUTION**

17
18 **DISPOSAL OF MATERIALS**

19 Follow all necessary rules, regulations, and requirements for the disposal of ACM.

20
21 For material containing asbestos, the Contractor shall provide an asbestos disposal chain-of-custody form, to include at minimum: Owner, Project Name, Building Name, Name/Address of Disposal Site, Hauler, Quantity Disposed, Date of Disposal, Contractor's and Landfill Operator's Signature, and Certification Statement and submit form to Owner for review.

22
23 All ACM must be removed from the site daily. No prolonged accumulation of debris will be allowed.

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36 - END OF SECTION -

SECTION 03 09 00 - CONCRETE RESTORATION

PART 1 - GENERAL

CONDITIONS OF THE CONTRACT

The conditions of the contract relating to the work specified herein also apply to this section. Applicable provisions of Division 00-Procurement and Contracting Requirements, and Division 01- General Requirements shall govern work under this section.

WORK INCLUDED

The work outlined in this section shall include everything necessary for and incidental to the execution and completion of all work specified herein. The general extent of the exterior concrete and related work includes concrete cutting, patching, and coating application.

RELATED SECTION

- Section 02 41 13 – Selective Site Demolition
- Section 02 82 13.23 - Asbestos (ARCM) – Removal During Maintenance
- Section 07 01 90 – Maintenance of Joint Sealants

QUALITY ASSURANCE

There shall be no deviation made from this specification without prior written approval by the Owner.

All work shall be performed by skilled laborers who are considered specialists in the field of work similar to that required under this contract.

Laborers shall have a minimum of five (5) years experience in this type of work.

During the workday should the weather conditions appear to be changing adversely, the foreman shall take preventive measures to allow work area to be closed to a watertight condition to avoid exposure to building, equipment, and materials.

Repair any work, damaged by failure to provide proper and adequate protection, to its original state to the satisfaction of the Owner or remove and replace with new work at the Contractor's expense.

Use of air entraining admixtures, chlorides, or nitrates, with or without approval, will be sufficient cause to require removal and replacement of all work containing or treated with same.

It will be the Owner's prerogative to forbid the use of tools or methods which do not produce the quality of work which is expected and to insist on the use of methods and tools which will do the work properly.

REFERENCES

- American Society for Testing and Materials (ASTM)
- Federal Specifications (FS)

1 SUBMITTALS

2
3 Submit product data for coating type and joint sealants.

4
5 A total of three (3) copies of each submittal is required.

6
7 PRODUCT DELIVERY, STORAGE AND HANDLING

8
9 Deliver all materials in their original unopened containers with all markings intact.

10
11 ENVIRONMENTAL REQUIREMENTS

12
13 Coating shall be performed only when the outside air temperature meets or exceeds 40 degrees Fahrenheit, and
14 the wall is given proper protection from the elements. When epoxy is used, the outside air temperature must be
15 55 degrees Fahrenheit or above.

16
17 GUARANTEES, WARRANTIES, CERTIFICATES

18
19 Materials and/or workmanship shall be guaranteed against defect for a period of five (5) years from the date of
20 substantial completion.

21
22 **PART 2 - PRODUCTS**

23
24 The Contractor is responsible for furnishing the following materials in the amount required for completion of the
25 entire project specified herein.

26
27 ACCEPTABLE MANUFACTURERS

28
29 Provide products by manufacturer specified herein which meet or exceed standards as set forth in this section.
30 No materials specified or approved shall contain asbestos.

31
32 All materials shall be new unless noted otherwise.

33
34 MATERIALS

35
36 Water: Potable, fresh, clean, clear, and free from injurious amounts of sewage, oil, acid, alkali, salts, organic
37 matter or other detrimental substances.

38
39 Color Admixture (If Required for Matching): Non air-entraining pure mineral pigment which is light fast, lime
40 proof, and weatherproof, such as DCS mortar colors by DCS Color and Supply Company of Milwaukee,
41 Wisconsin or approved equal.

42
43 Backing: Non-staining, resilient closed cell polyethylene foam rod stock, compatible with sealant and primers,
44 such as Ethafoam by Dow Chemical Company of Midland, Michigan, Expand-O-Foam by Williams Products of
45 Troy, Michigan, HBR by Hercules, Inc. of Middletown, Delaware, or approved equal.

46
47 Patch: Portland cement-based, latex modified, such as Verticoat by Euclid Chemical Company, or approved
48 equal.

49
50 Epoxy (cracks): Concrevice 1360, manufactured by Master Builders, Inc., Polygem #1001-LV, manufactured by
51 Polygem, Inc., Sikadur 52, manufactured by Sika Corporation, or an approved equal.

1 Epoxy (gel): Conresive 1422, manufactured by Master Builders, Inc., Polygem #1004 FS, manufactured by
 2 Polygem, Inc., Sikadur 31 Hi Mod Gel, manufactured by Sika Corporation, or an approved equal.

3
 4 Other Materials: All other materials, not specifically described but required for a complete and proper
 5 installation of the work in this section, shall be selected by the Contractor subject to the approval of the Owner.

6 **PART 3 - EXECUTION**

7 **EXAMINATION**

8
 9 The Applicator shall have the sole responsibility for the accuracy of all measurements and for the estimate of
 10 material quantities required and necessary to satisfy the requirements of these specifications.

11 **SEQUENCING/SCHEDULING**

12
 13 Expose only as much work as can be restored to a watertight condition each day or before showers commence.

14 **SUBSTRATE PREPARATION**

15
 16 Exterior surfaces shall be meticulously inspected for cracks or defective joints.

17
 18 Any joint that is loose, porous, crumbled, cracked, badly weathered (deeper than 1/8" behind surface), unbonded
 19 to adjacent masonry units, or a potential source of leakage shall be deemed defective.

20
 21 Included in the definition of defective shall be cracked joints which have been caulked.

22
 23 All cracks, defective or profusely defective mortar joints shall be cut out or ground out the full width of the joint
 24 to a minimum depth of 3/4".

25
 26 The cutting out of joints shall be done with suitable tools, either hand tools or mechanical equipment, in such a
 27 manner as will not loosen adjacent joints or injure the edges or corners.

28
 29 After the joint has been cut out, all loose material shall be removed by brush, air jet, or water stream.

30 **APPLICATION OF INJECTION**

31
 32 In the event that unsound concrete is located in a zone along the crack, and this prevents the complete injection of the
 33 crack, that unsound concrete shall be removed prior to injection.

34
 35 Where cracks to be injected have sealant, waterproofing material, or other debris in the cracks, these cracks shall be
 36 cleaned at the surface using low-pressure hot water or high-pressure water jet as appropriate. Grind the surface of the
 37 crack if mineral deposits are present that may inhibit injection.

38
 39 The vertical and bottom surfaces of wall cracks to be injected shall be sealed with a gel consistency epoxy prior to
 40 injection, and shall contain appropriate injection ports.

41
 42 The Contractor shall notify the Architect/Engineer at the start of injection work.

43
 44 The epoxy injected into the cracks or joints shall be highly suited for this usage. The pressure injection system shall
 45 be capable of filling cracks as small as .002 in. wide. The injection of epoxy into cracks in the wall shall be
 46 performed working from the bottom to the top.

1 COPING REPAIRS

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Install twin parallel drips to entire exposed underside of concrete roof.

Provide ¼” wide (minimum) cuts to the concrete 1-1/2” inward from outer edge, 1-1/2” apart. Repair concrete if spalled by action.

- END OF SECTION -

SECTION 07 01 90 - MAINTENANCE OF JOINT SEALANTS

PART 1- GENERAL

CONDITIONS OF THE CONTRACT

The conditions of the contract relating to the work specified herein also apply to this section. Applicable provisions of Division 00-Procurement and Contracting Requirements, and Division 01- General Requirements shall govern work under this section.

WORK INCLUDED

Include all materials and labor, services and incidentals for the completion of the following scope of work:

Sealant Replacement. Unless noted in these documents or directed otherwise all sealants joints shall be considered defective and require replacement.

RELATED WORK

Section 02 41 13 – Selective Site Demolition
Section 03 90 00 – Concrete Restoration

UNIT PRICES

Work on this section may be modified by unit prices per Instruction to Bidders.

SUBMITTALS

Product Data: For each type of product indicated.

Color Samples.
Test Reports.

QUALITY ASSURANCE

Restoration Specialist Qualifications: Engage an experienced masonry restoration. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Masons shall have a minimum of five (5) years of experience in this type of work.

Samples of typical repairs required by these documents shall be installed in three (3) unobtrusive regions using materials and methods specified, and made available for viewing.

The sealant manufacturer shall test each sample repair for adhesion and submit test reports to the Owner.

Two (2) samples of each shall be taken from each façade.

During the workday should the weather conditions appear to be changing adversely, the foreman shall take preventive measures to allow work area to be closed to a watertight condition to avoid exposure to building, equipment, and materials.

Repair any work, damaged by failure to provide proper and adequate protection, to its original state to the satisfaction of the Owner or remove and replace with new work at the Contractor's expense.

1
2 Visible evidence of sealant gassing during curing will be adequate reason for rejection of sealant.

3
4 It will be the Owner's prerogative to forbid the use of tools or methods which do not produce the quality of work
5 which is expected and to insist on the use of methods and tools which will do the work properly.

6
7 **ENVIRONMENTAL REQUIREMENTS**

8
9 Sealant shall be applied only when the outside air temperature meets or exceeds 55 degrees Fahrenheit, and the wall
10 is given proper protection from the elements.

11
12 **GUARANTEES, WARRANTIES, CERTIFICATES**

13
14 Workmanship shall be guaranteed against defect for a period of five (5) years from the date of substantial
15 completion.

16
17 Materials shall be guaranteed against defect for a period of ten (10) years from the date of substantial completion.

18
19 **PART 2 - PRODUCTS**

20
21 **JOINT SEALANTS**

22
23 **Compatibility:** Provide joint sealants, joint fillers, and other related materials that are compatible with one another
24 and with joint substrates under service and application conditions.

25
26 **Sealant for General Exterior Use:** Single-component, neutral-curing silicone-based elastomeric, non-staining, pre-
27 pigmented, conforming to ASTM C 920, Type S; Grade NS; Class 50, for Use NT, M, G, A and O; ASTM C1248;
28 ASTM C719 (50% movement); and ASTM 1382.

29
30 **Acceptable Manufacturers:**

31
32 Tremco Commercial Sealants and Waterproofing
33 GE Construction Sealants
34 Dow Corning Corporation

35
36 **MISCELLANEOUS MATERIALS**

37
38 Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and
39 other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and
40 laboratory testing.

41
42 **Closed Cell Cylindrical Sealant Backings (Backer Rod):** ASTM C 1330, of size and density to control sealant depth
43 and otherwise contribute to producing optimum sealant performance.

44
45 **Bond-Breaker Tape:** Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing
46 sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint.

47
48 Provide self-adhesive tape where applicable.

49
50 **Primer:** Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint
51 substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

1 **PART 3 - EXECUTION**

2
3 **EXAMINATION**

4
5 The Applicator shall have the sole responsibility for the accuracy of all measurements and for the estimate of material
6 quantities required and necessary to satisfy the requirements of these Specifications.

7
8 **SEQUENCING/SCHEDULING**

9
10 Expose only as much work as can be restored to a watertight condition each day or before showers commence.

11
12 **SUBSTRATE PREPARATION**

13
14 Remove existing defective sealant by cutting and/or scraping.

15
16 The cutting out of joints shall be done with suitable tools, either hand tools or mechanical equipment, in such a
17 manner as will not loosen adjacent joints or injure the edges or corners of the building components. Where the sealant
18 is tightly bonded at one side of the joint, and if the contour permits, the cutting shall be done with portable electric
19 grinders with abrasive wheels in order not to spall at the edges of the masonry units or precast concrete or damage
20 finish of window frames.

21
22 After the joint has been cut out, all loose material shall be removed by brush, air jet, or water stream.

23
24 Surfaces to be contacted by sealant shall be made free of sanded surfaces or applied coatings that could be
25 detrimental to sealant bond.

26
27 Joints shall be totally free of all mortar before any sealant work is begun, and the Owner notified of readiness for
28 inspection.

29
30 On porous material the bulk of the existing caulking shall first be cut out and the final caulking substrate shall
31 then be removed by slightly cutting into (grinding) the porous substrate and "peeling" off the residue, without
32 leaving any trace of the caulking on the interfaces. Continue substrate preparation as specified hereinafter.

33
34 On nonporous materials the bulk of the existing caulking shall be scraped off without marring of the substrate. Final
35 caulking residue shall be removed by appropriate cleaner/solvent. Contractor may use Hexane or Chlorothene NU.
36 Xylol shall not be used. Continue substrate preparation as specified hereinafter.

37
38 **CLEANING**

39
40 All surfaces (concrete and fenestrations) shall be cleaned adequately in preparation to render repair materials at
41 commencement of the Work.

42
43 Inspect the area of work for presence of dirt, algae, mildew, or other surface contaminants.

44
45 Depending on size of area to be cleaned and tenacity of dirt, algae, mildew accumulation, tools used for cleaning will
46 vary.

47
48 Hand clean with a soft-medium bristle brush for isolated surface spots.

49
50 Pressure wash difficult to remove accumulations. Use warm water only, low pressure, and hold wand 18 inches from
51 stone or concrete.

52
53 These surfaces (including glazing) shall be maintained "cleaned" as joint replacement work proceeds, through to
completion.

1
2 Acceptable cleaning of fenestration (including glazing) is defined as: fenestration (including glazing) shall not be
3 streaked.”
4

5 SEALANT INSTALLATION
6

7 Comply with ASTM C 1193.
8

9 At all panel-to-panel joints of cladding, including joints shared by fenestration edges, install sealant and backing
10 (backer rod) in two-stage (modified rain screen) fashion.
11

12 At all joints surrounding fenestration (except those shared by cladding joints) and other miscellaneous penetrations,
13 install sealant and backing (backer rod) in single-stage fashion.
14

15 Ensure both vertical & horizontal sealant beads interface for complete air seal, both single- or two-stage varieties.
16

17 Employ vent weep hole and transverse drainage sealant bead at intersecting joints of two-stage installation.
18

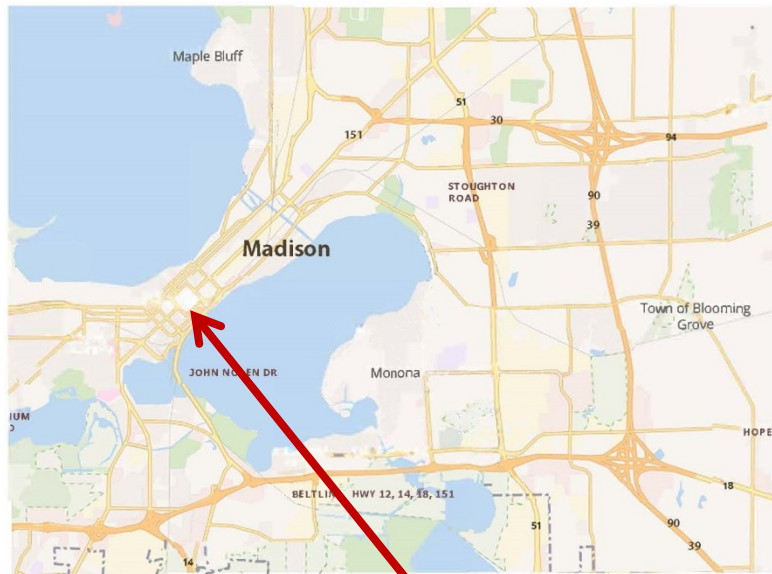
19 Install sealant backings to support sealants during application and to produce cross-sectional shapes and depths of
20 installed sealants that allow optimum sealant movement capability.
21

22 Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
23
24
25
26

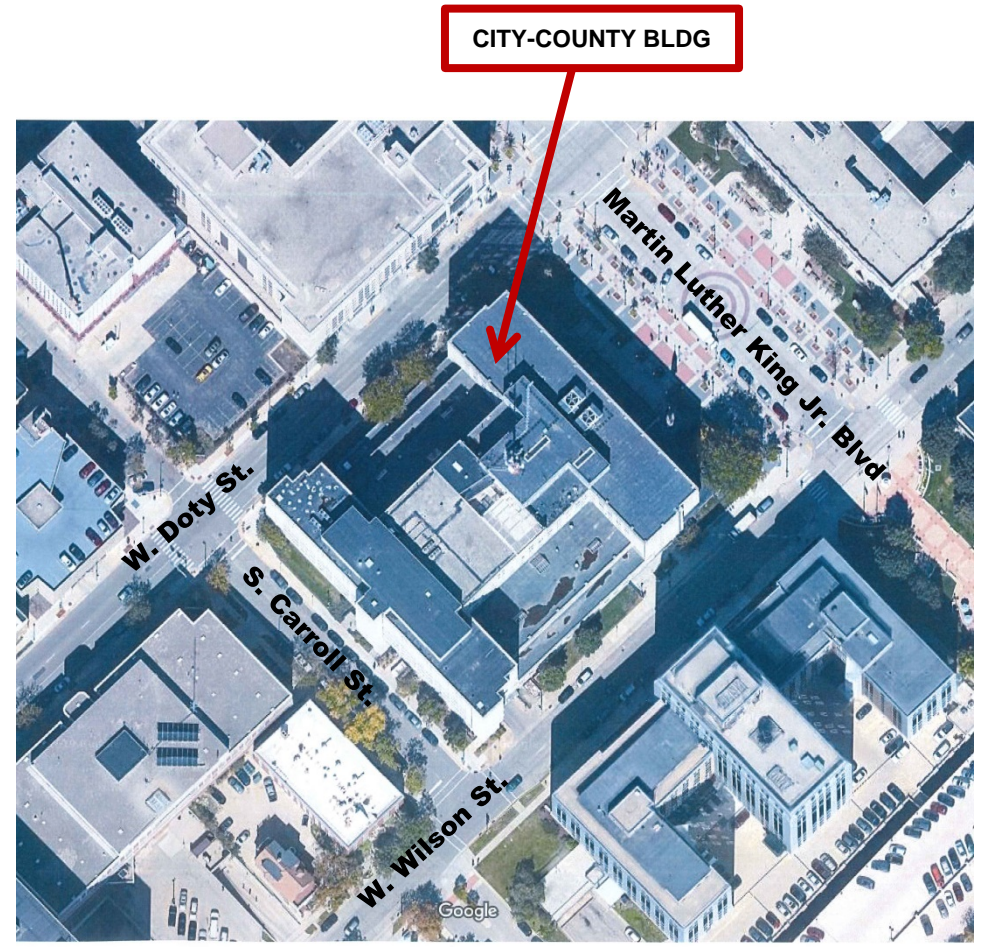
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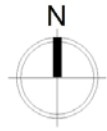
Project Location



Project Location



CITY-COUNTY BLDG



**DANE COUNTY PUBLIC WORKS,
HIGHWAY & TRANSPORTATION**

PROJECT NO.:
318048

DATE:
09/26/19

DRAWN BY:
JRL

C'KD BY:
JEU

SCALE:
N/A

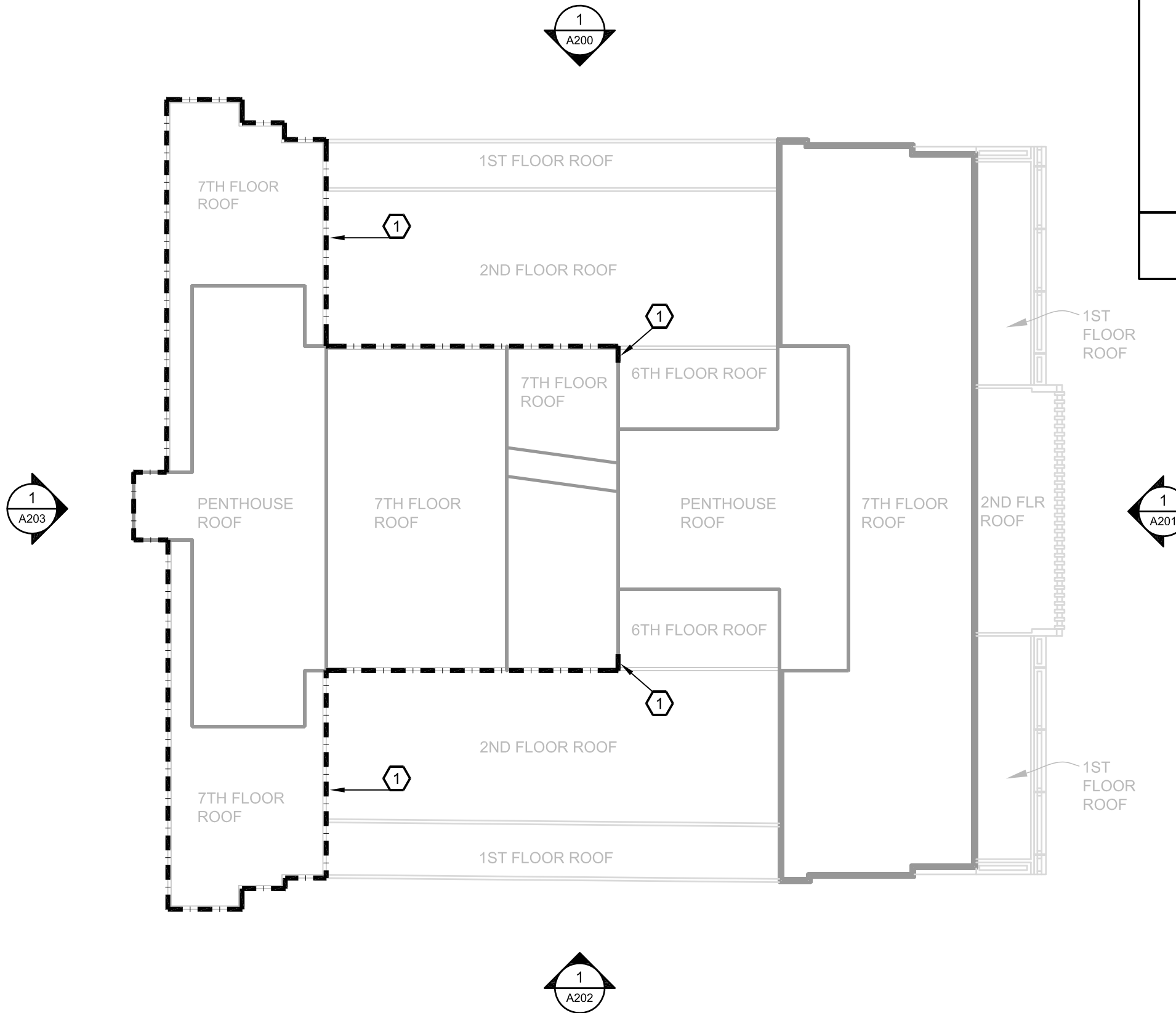
**CITY-COUNTY BUILDING
210 MARTIN LUTHER KING JR BLVD
MADISON, WISCONSIN**

**FIGURE 1
PROJECT LOCATION & SITE**

1. Include return wall in scope of work. Refer to 1/A100 Roof Plan for further delineation.

--- WORK LIMITS

WORK KEYNOTES



Project:
**CITY COUNTY BLDG
PHASE I
CONCRETE JOINT
REPAIRS**
for
DANE COUNTY

210 Martin Luther King Dr.
Madison, WI 53703

Tag	Issuance / Revision	Date

Set Type:
PRELIMINARY REVIEW

Drawn By: JP	Checked By: DLM	Project Number: 19A0058
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Scale: AS NOTED	Date: 08/20/19
---------------------------	--------------------------

Sheet Name:
ROOF PLAN

Sheet Number:



ROOF PLAN
Not to Scale

1

A100

1. Include return wall in scope of work. Refer to 1/A100 Roof Plan for further delineation.

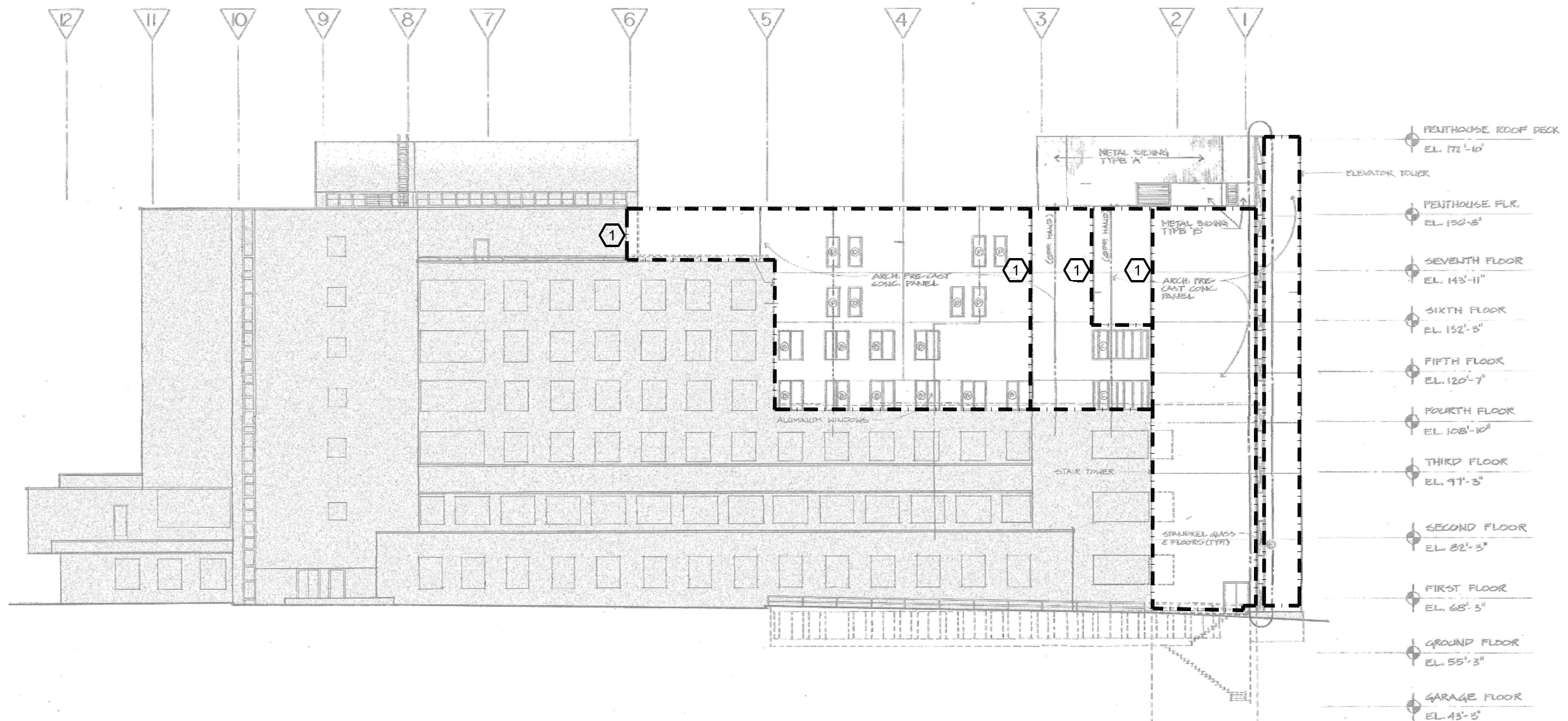
- Maintenance Programming
- Architectural Engineering
- Consulting

101 Dempsey Road
Madison, WI 53714
phone: 608-240-9110
fax: 608-240-9112

--- WORK LIMITS

WORK KEYNOTES

#



Project:
**CITY COUNTY BLDG
PHASE I
CONCRETE JOINT
REPAIRS**
for
DANE COUNTY

210 Martin Luther King Dr.
Madison, WI 53703

Tag	Issuance / Revision	Date

Set Type:
PRELIMINARY REVIEW

Drawn By: JP Checked By: DLM Project Number: 19A0058

Scale: AS NOTED Date: 08/20/19

Sheet Name:
NORTH ELEVATION

Sheet Number:
A200

NORTH ELEVATION - DOTY STREET
Not to Scale

1

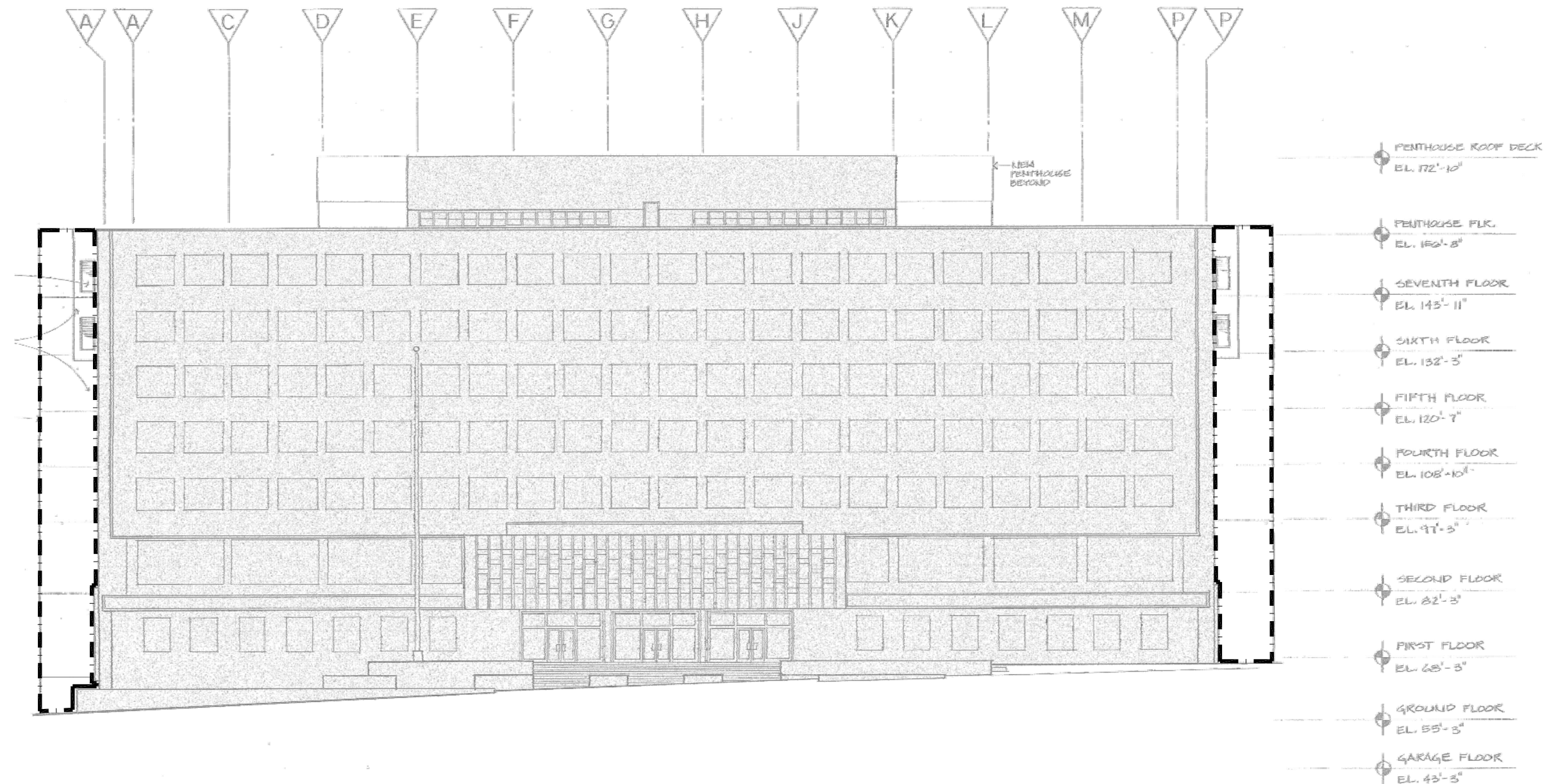
1. Include return wall in scope of work. Refer to 1/A100 Roof Plan for further delineation.

- Maintenance Programming
- Architectural Engineering
- Consulting

101 Dempsey Road
Madison, WI 53714
phone: 608-240-9110
fax: 608-240-9112

--- WORK LIMITS

WORK KEYNOTES



Project:
**CITY COUNTY BLDG
PHASE I
CONCRETE JOINT
REPAIRS**
for
DANE COUNTY

210 Martin Luther King Dr.
Madison, WI 53703

Tag	Issuance / Revision	Date

Set Type:
PRELIMINARY REVIEW

Drawn By: JP	Checked By: DLM	Project Number: 19A0058
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Scale: AS NOTED	Date: 08/20/19
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Sheet Name:
EAST ELEVATION

Sheet Number:
A201

EAST ELEVATION - MARTIN LUTHER KING DRIVE
Not to Scale

1. Include return wall in scope of work. Refer to 1/A100 Roof Plan for further delineation.

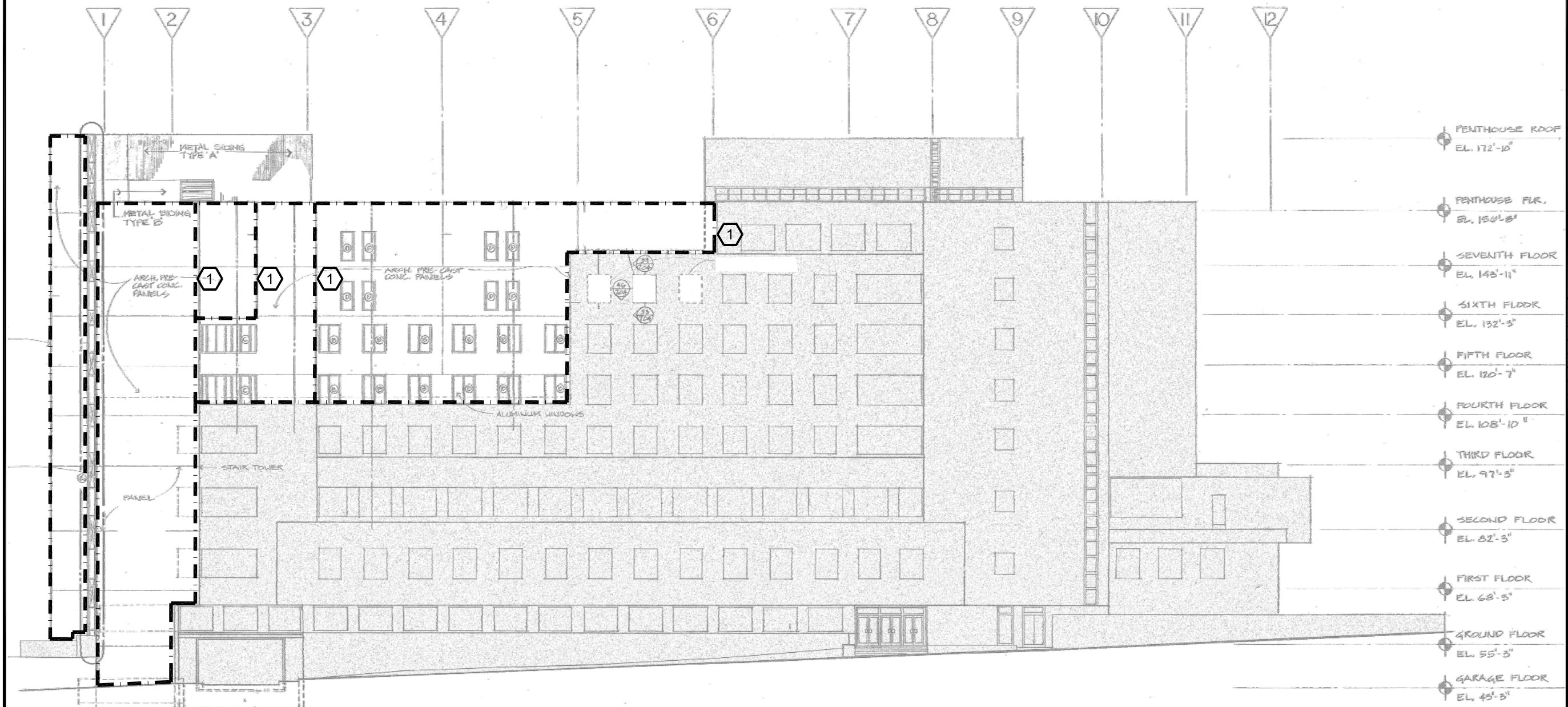
- Maintenance Programming
- Architectural Engineering
- Consulting

101 Dempsey Road
Madison, WI 53714
phone: 608-240-9110
fax: 608-240-9112

--- WORK LIMITS

WORK KEYNOTES

#



Project:
**CITY COUNTY BLDG
PHASE I
CONCRETE JOINT
REPAIRS**
for
DANE COUNTY

210 Martin Luther King Dr.
Madison, WI 53703

Tag	Issuance / Revision	Date

Set Type:
PRELIMINARY REVIEW

Drawn By: JP	Checked By: DLM	Project Number: 19A0058
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Scale: AS NOTED	Date: 08/20/19
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Sheet Name:
SOUTH ELEVATION

Sheet Number:

A202

SOUTH ELEVATION - WILSON STREET

Not to Scale

1

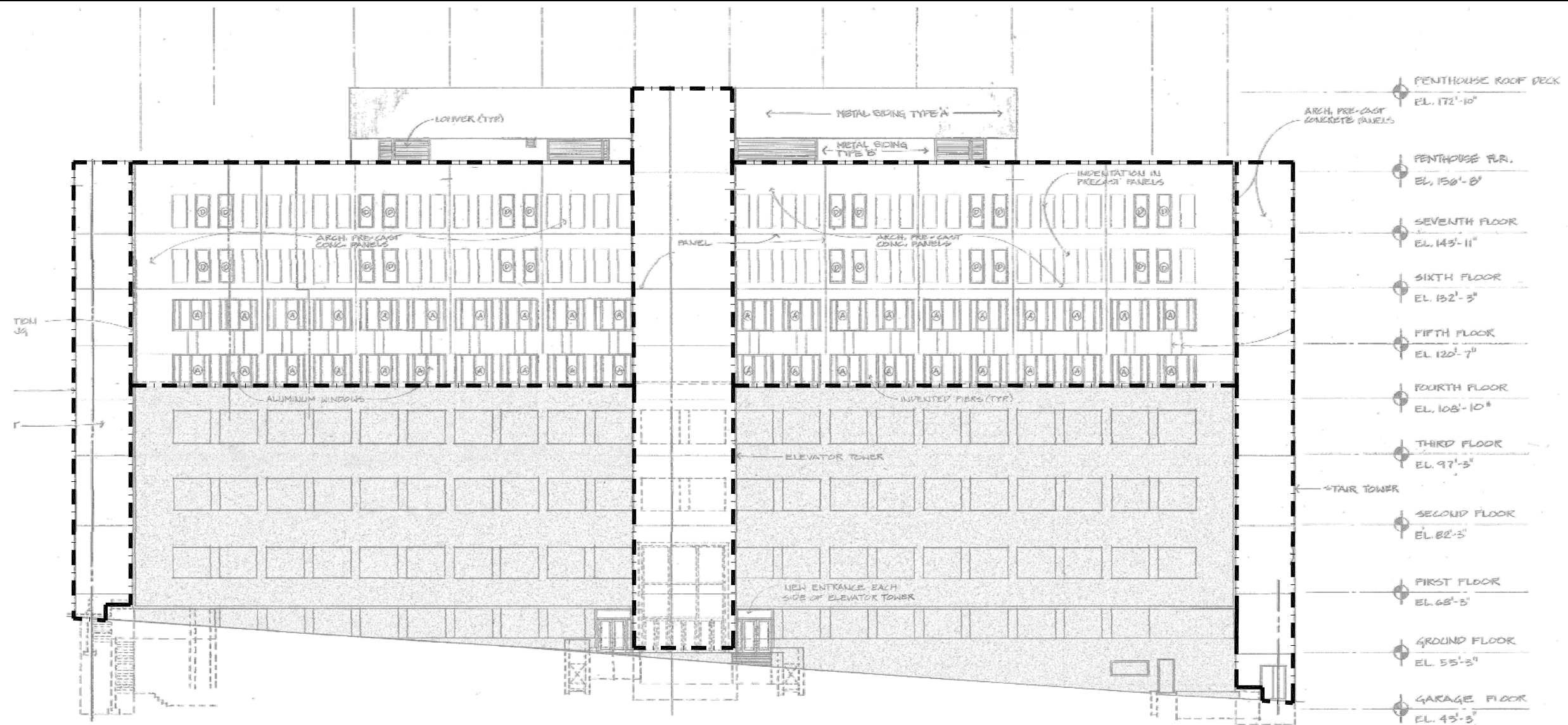
1. Include return wall in scope of work. Refer to 1/A100 Roof Plan for further delineation.

- Maintenance Programming
- Architectural Engineering
- Consulting

101 Dempsey Road
Madison, WI 53714
phone: 608-240-9110
fax: 608-240-9112

--- WORK LIMITS

WORK KEYNOTES



Project:
**CITY COUNTY BLDG
PHASE I
CONCRETE JOINT
REPAIRS**
for
DANE COUNTY

210 Martin Luther King Dr.
Madison, WI 53703

Tag	Issuance / Revision	Date

Set Type:
PRELIMINARY REVIEW

Drawn By: JP | Checked By: DLM | Project Number: 19A0058

Scale: AS NOTED | Date: 08/20/19

Sheet Name:
WEST ELEVATION

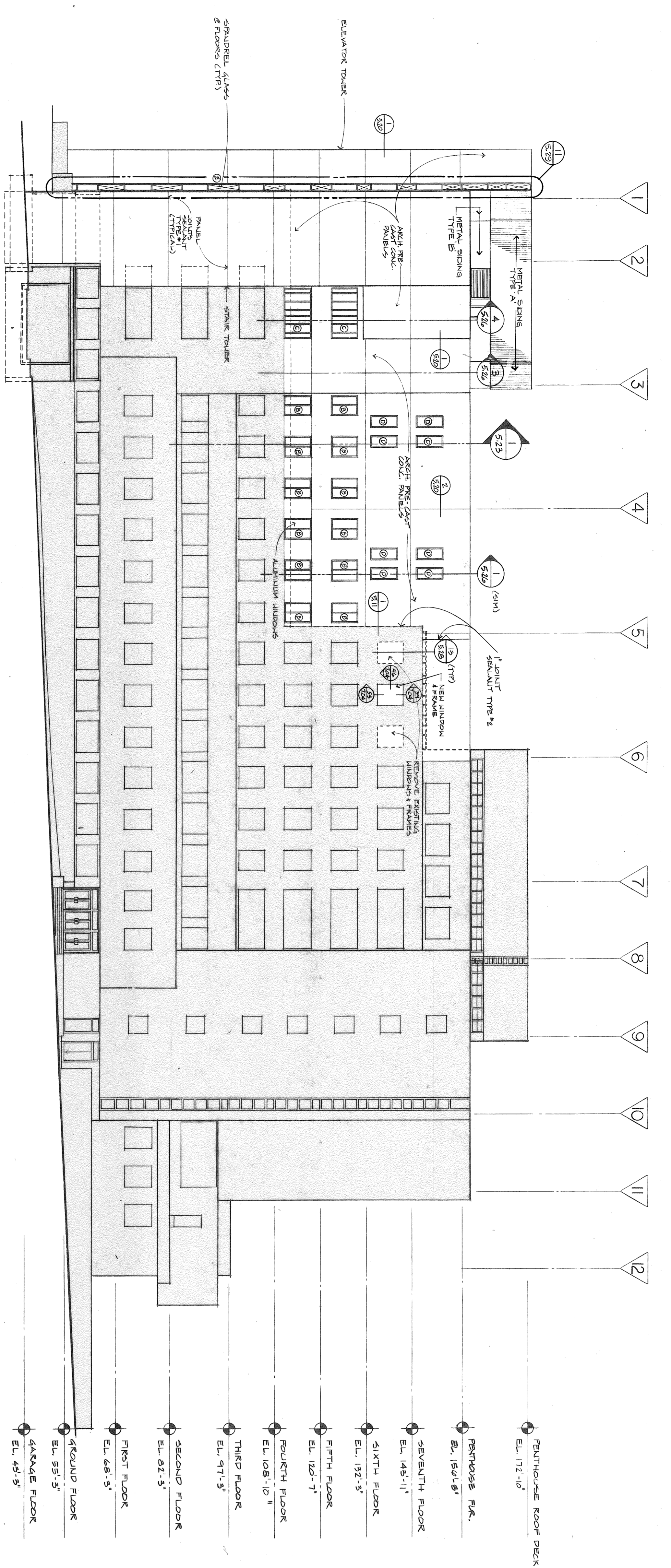
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A203

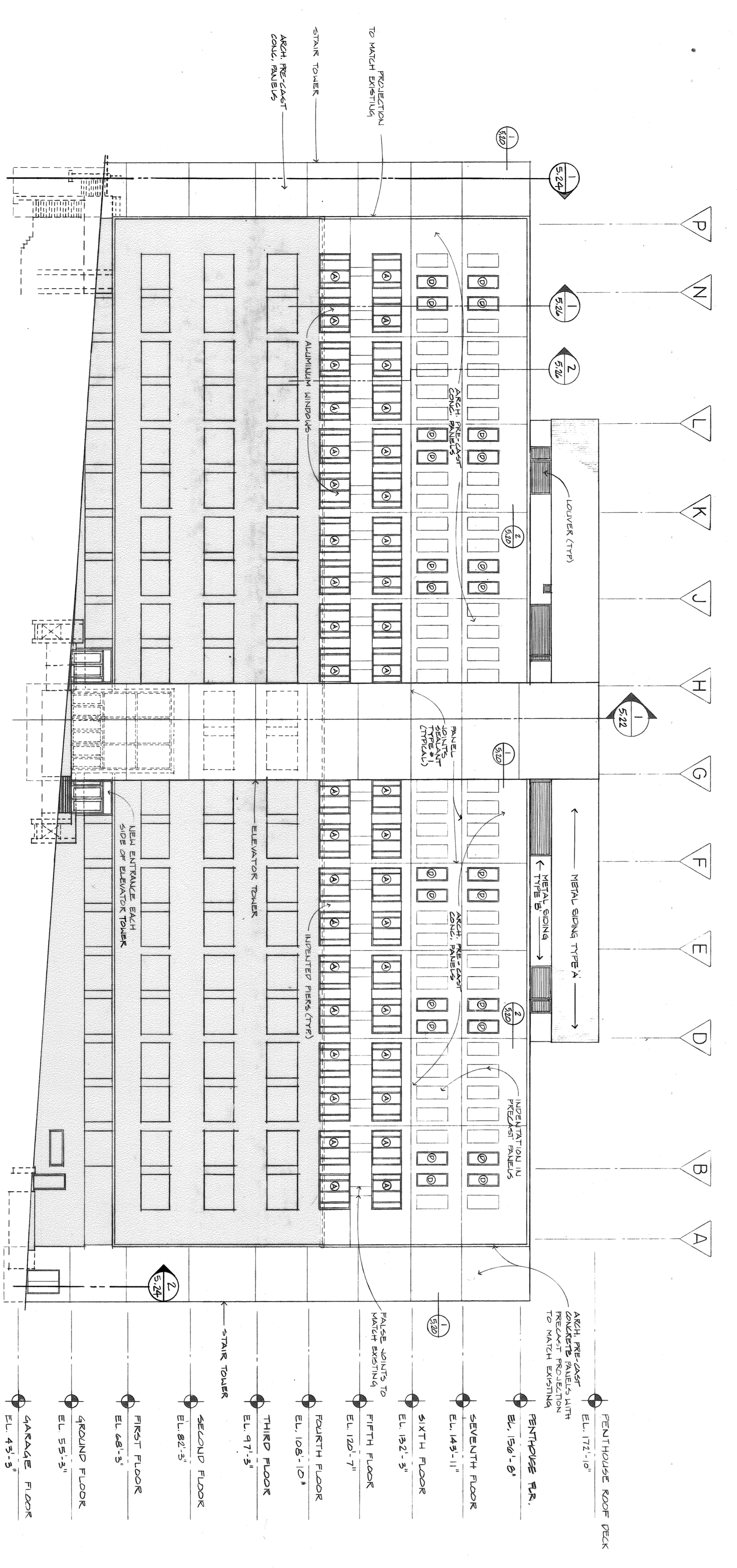
WEST ELEVATION - CARROLL STREET
Not to Scale

1

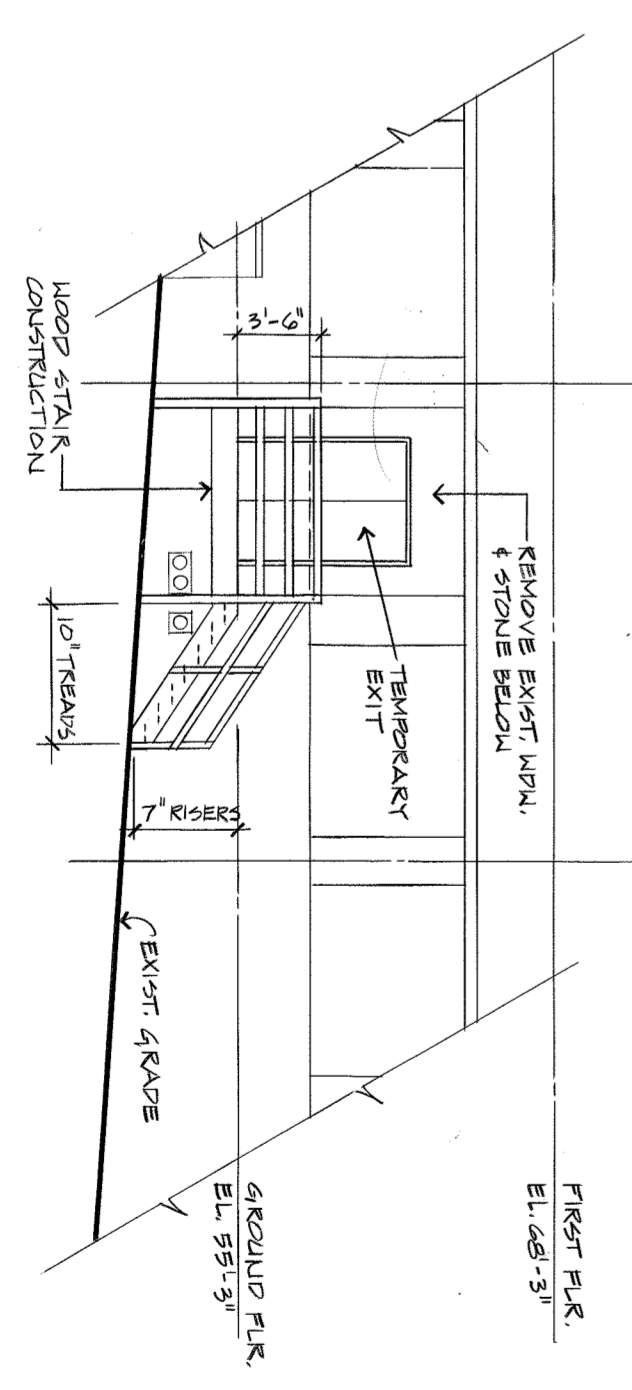
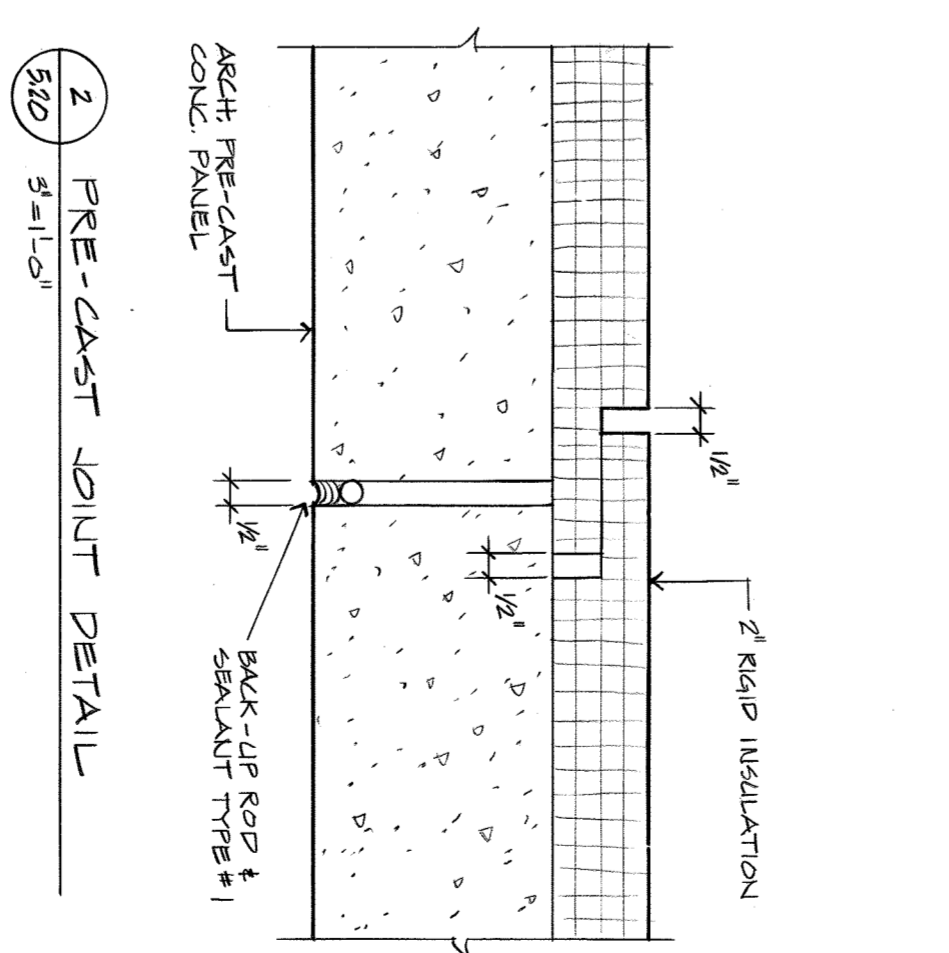
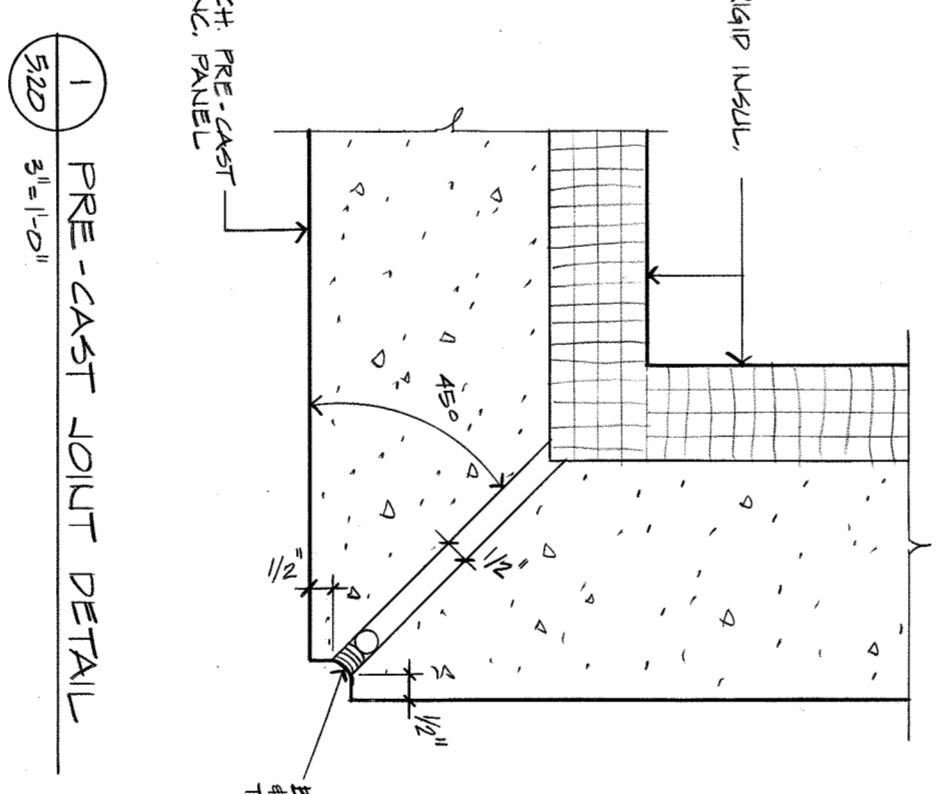
NOTES:
 1 SHADDED AREAS INDICATE EXISTING BUILDING
 2 ARCH PRE-CAST CONC. PANELS OF EXISTING LIVES-TONE PANELS
 3 DRAWINGS INDICATE PANEL LAYOUT OPTION. PANELS MAY BE RE-DICED IN WIDTH TO APPROX. 10'-4" URBAN WINDOW M.O. IN ARCH PRE-CAST CONC. PANELS SHALL BE IN LINE VERTICALLY W/ EXIST PANELS. FIELD VERIFY ALL DIMENSIONS.



SOUTH ELEVATION - CARROLL STREET
 1/8" = 1'-0"



WEST ELEVATION - CARROLL STREET
 1/8" = 1'-0"



City - County Building Vertical Expansion	
210 monona ave. madison, wisconsin owner: Dane County, Wisconsin	
Date	2.17.05
Issue / Revision	DATE REVIEW / BINDING
Symbol	
Drawings Title	
ELEVATIONS	
Project No.	U-8253
Sheet No.	5.20
Drawn By	TJL

NOTES:

- 1 SHAPED AREAS INDICATE EXISTING BUILDING.
- 2 ARCH. PRE-CAST CONC. PANELS TO BE RECAST TO MATCH EXISTING LIMESTONE PANELS.
- 3 DRAWINGS INDICATE PANEL SIZES & FINISHES. AT FABRICATORS OPTION, PANELS MAY BE RE-CAST IN WIDTH TO APPROX. 10'.
- 4 WHEN WINDOW M.O. IN ARCH. PRE-CAST CONC. PANELS SHALL BE IN LINE VERTICALLY W/ EXISTING WINDOW M.O. IN LIMESTONE PANELS. FIELD VERIFY ALL DIMENSIONS.

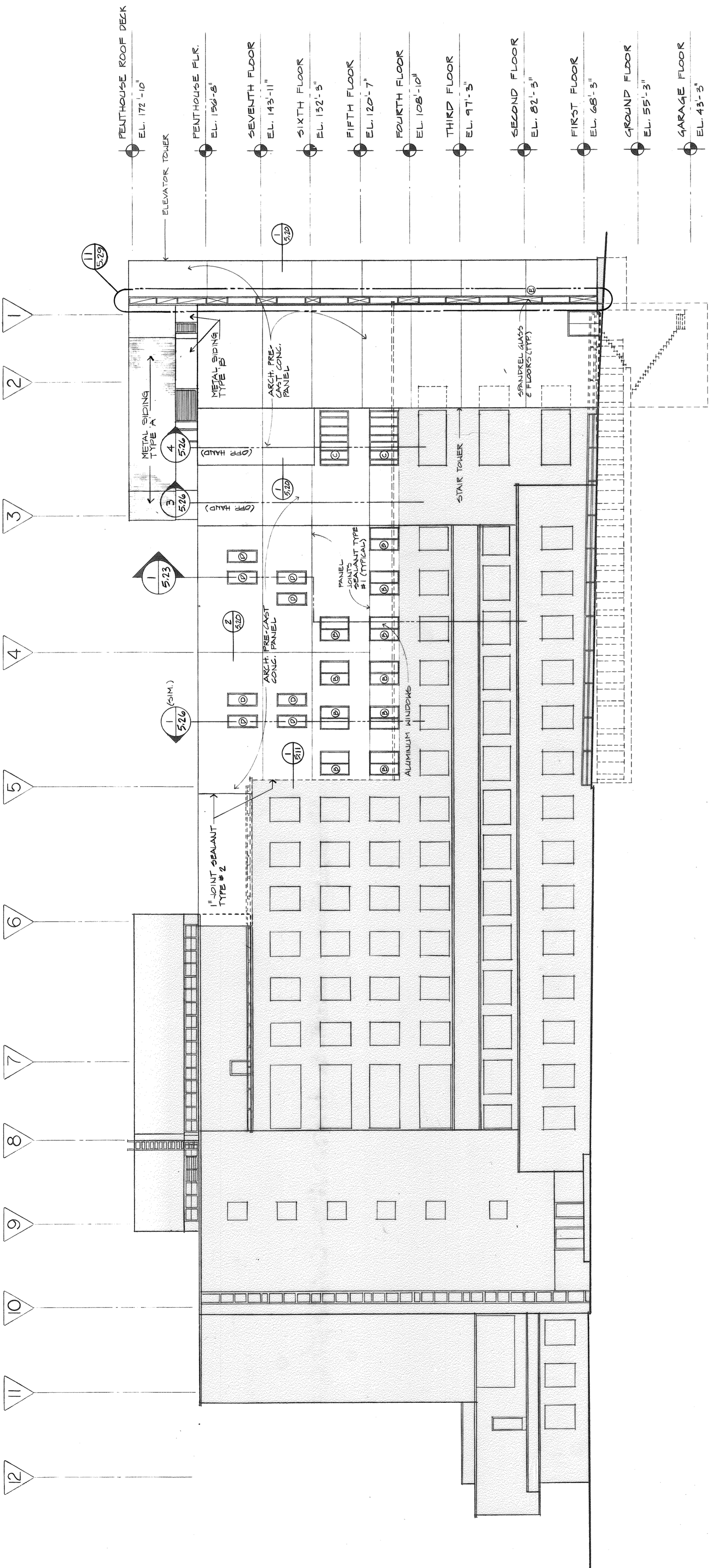
Date	Drawn	Reviewed	Issued	Symbol
2.11.25				

ELEVATIONS

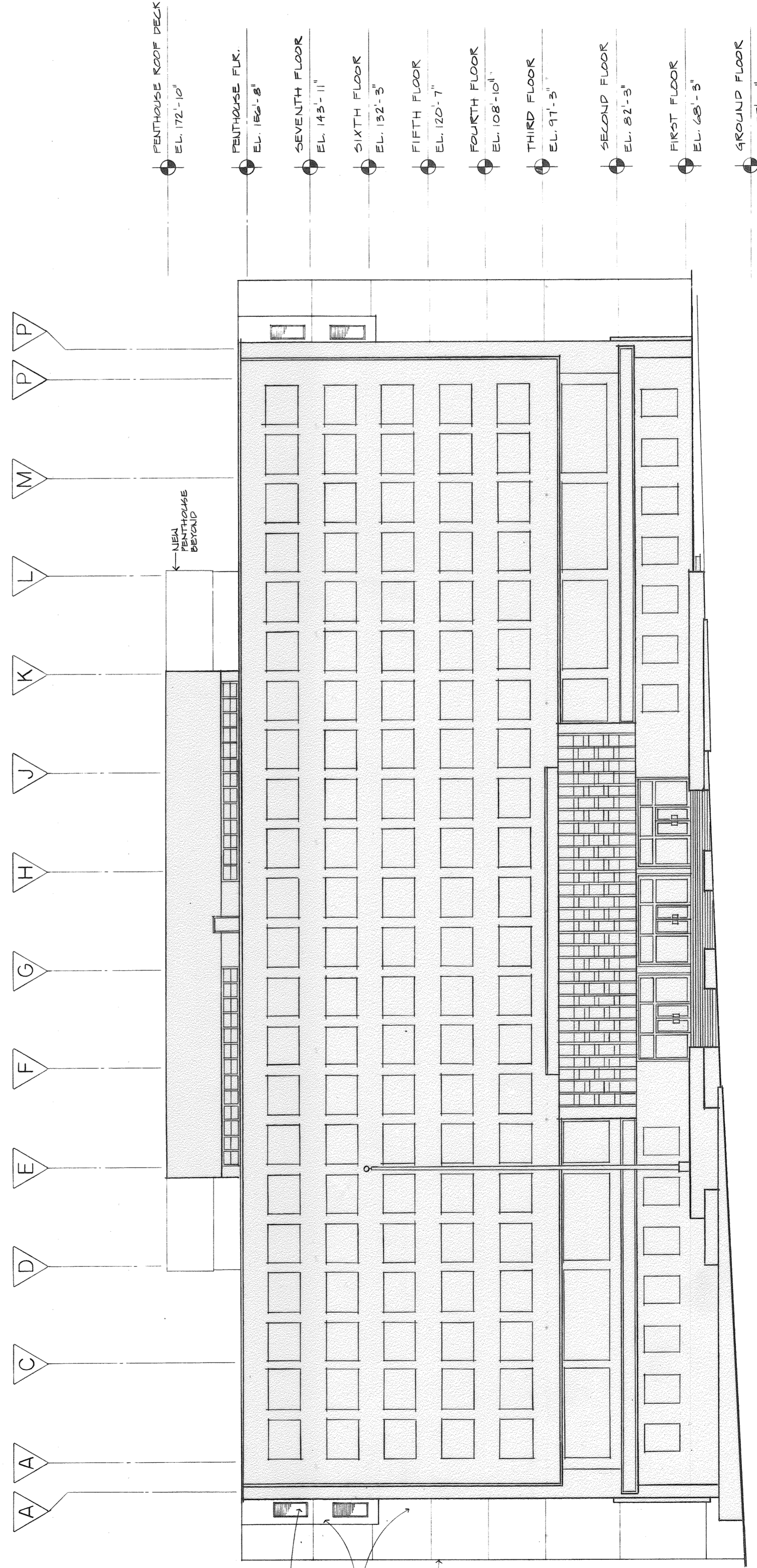
City - County Building Vertical Expansion

210 monona ave. madison, wisconsin
 owner: Dane County, Wisconsin

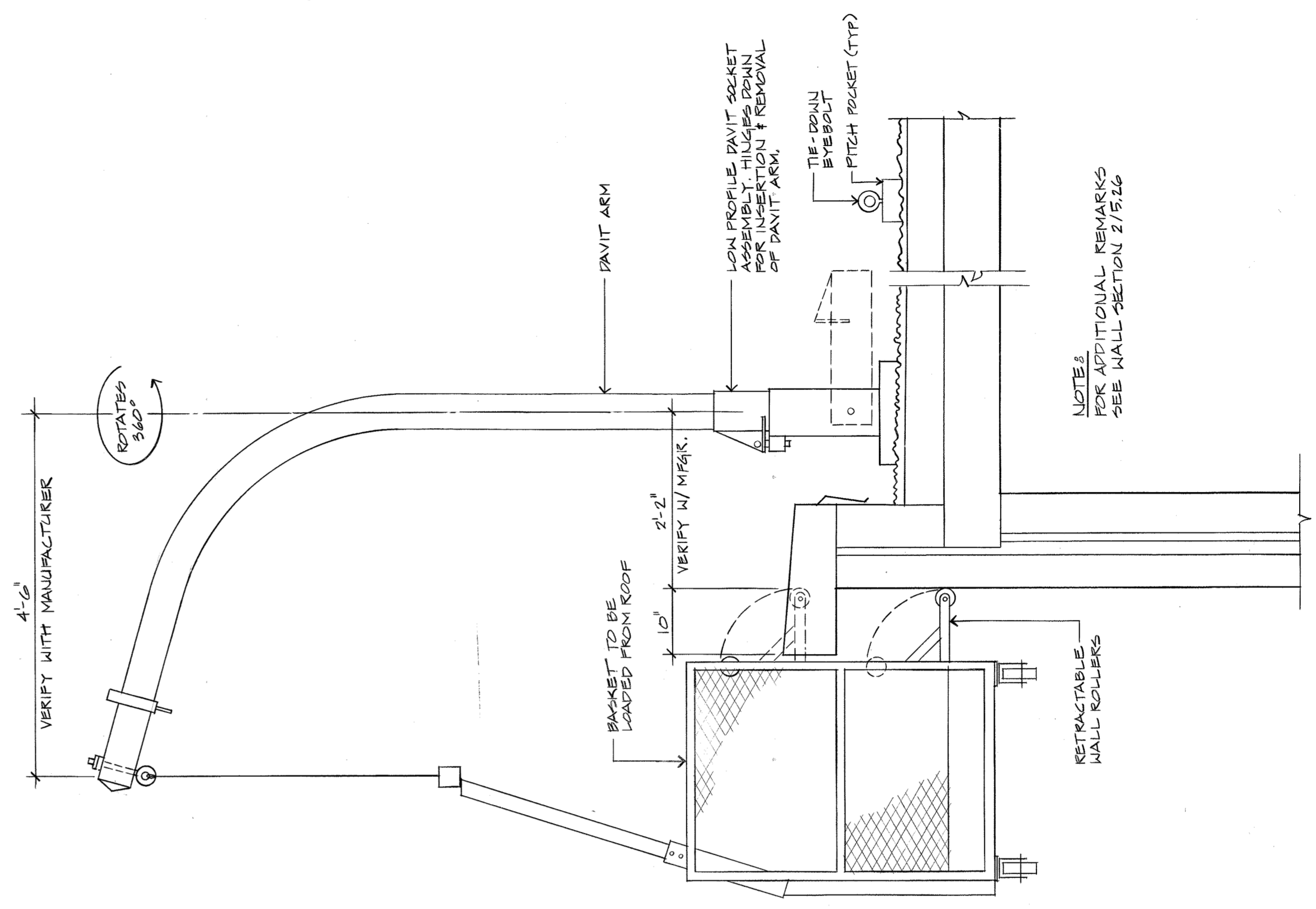
Project No. 16-825
 Sheet No. 5.21
 Drawn By TJ



NORTH ELEVATION - DOTY STREET
 1/16" = 1'-0"



EAST ELEVATION - MONONA AVENUE
 1/16" = 1'-0"



NOTE:
 FOR ADDITIONAL REMARKS
 SEE HALL SECTION 2/5/26

1 WINDOW WASHING SYSTEM
 3/4" = 1'-0"

NOTES:
 1. SHAPED AREAS INDICATE EXISTING BUILDING.

Date	DESCRIPTION / REVISIONS	Symbol
2-1-20	DATE REVIEW / BIDDING	

**City - County Building
 Vertical Expansion**

210 monona ave. medison, wisconsin
 owner: Dane County, Wisconsin

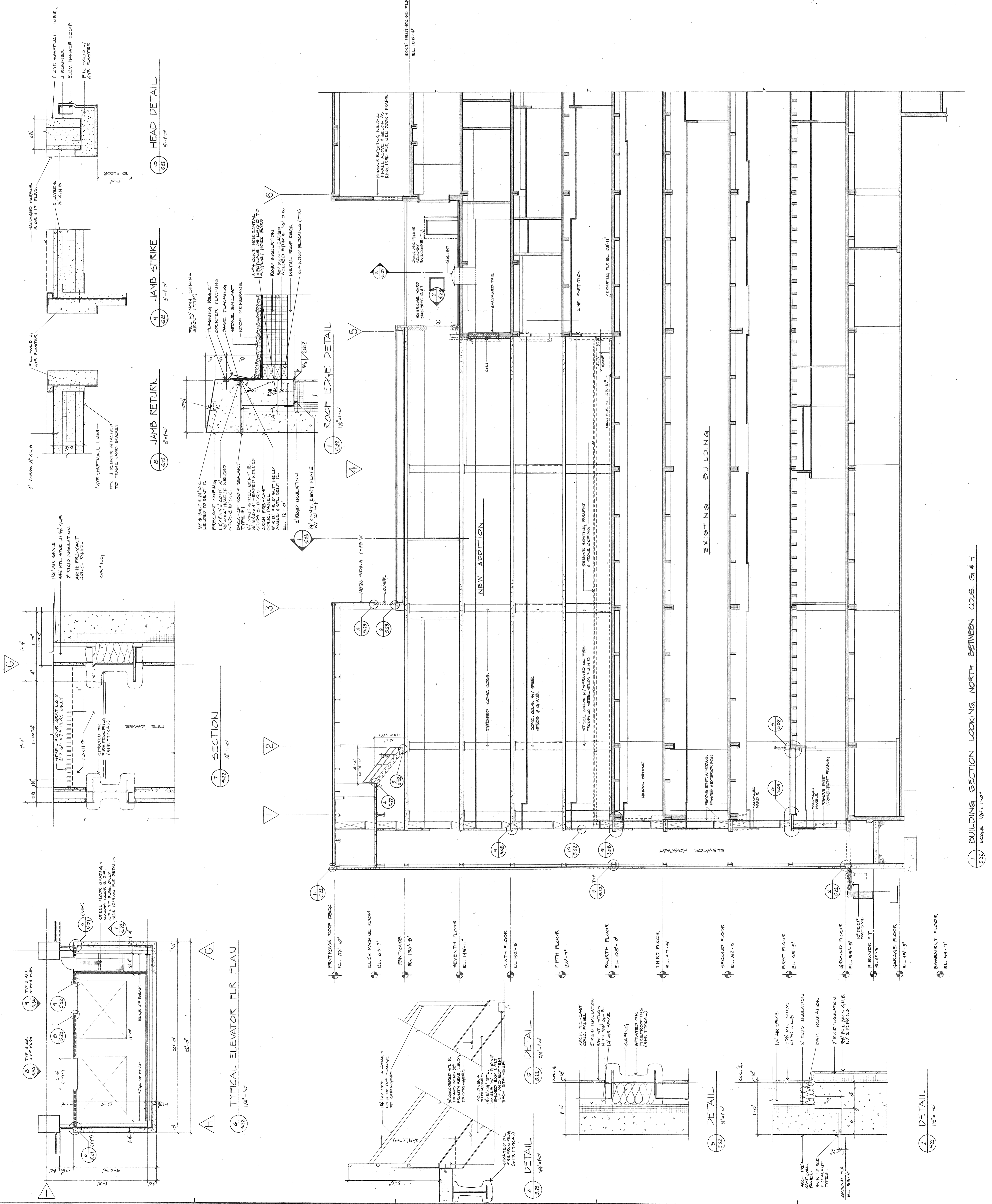
Drawing Title

BUILDING SECTIONS

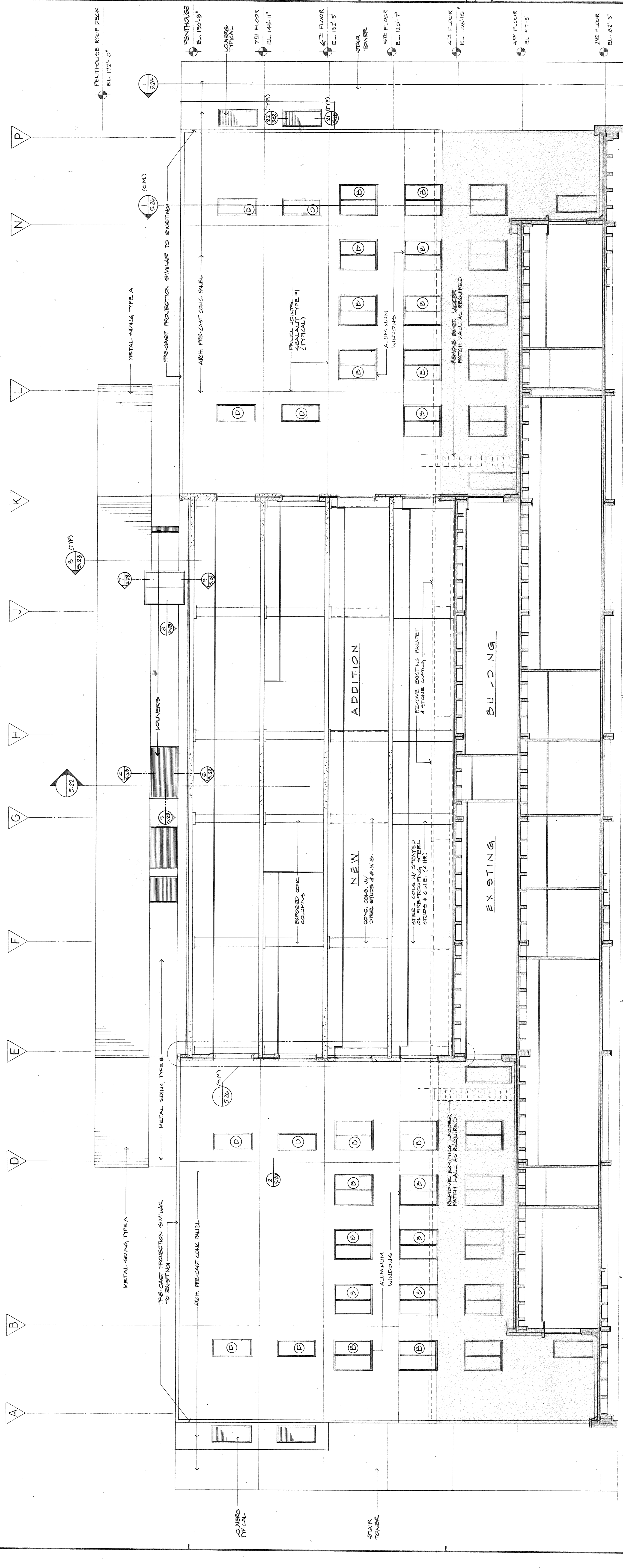
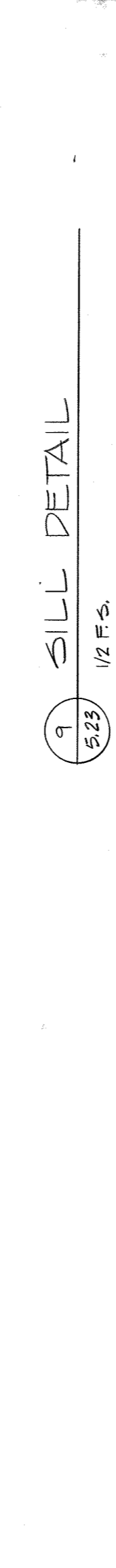
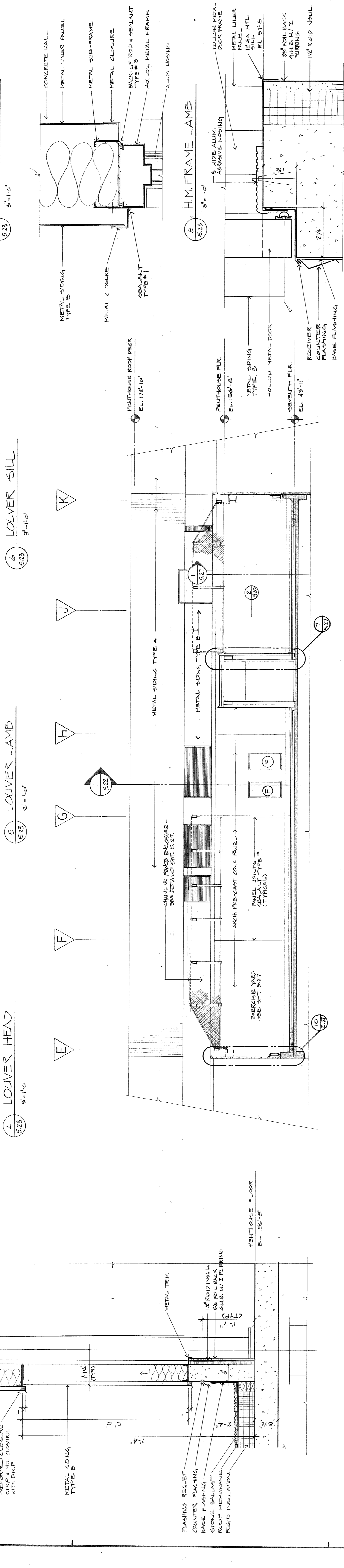
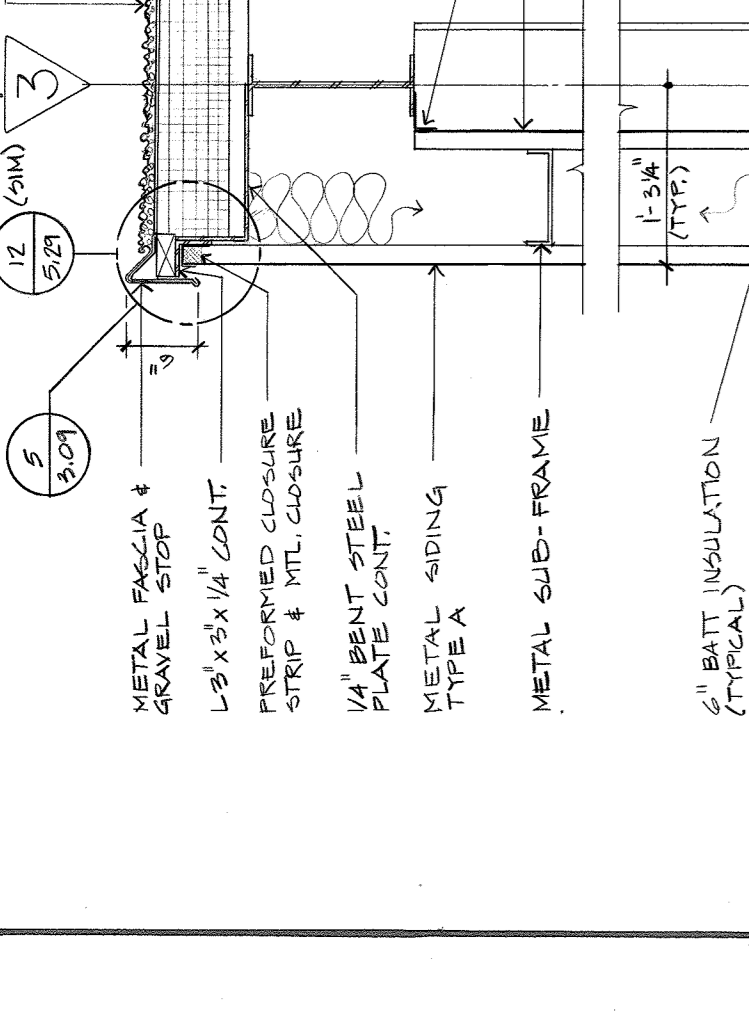
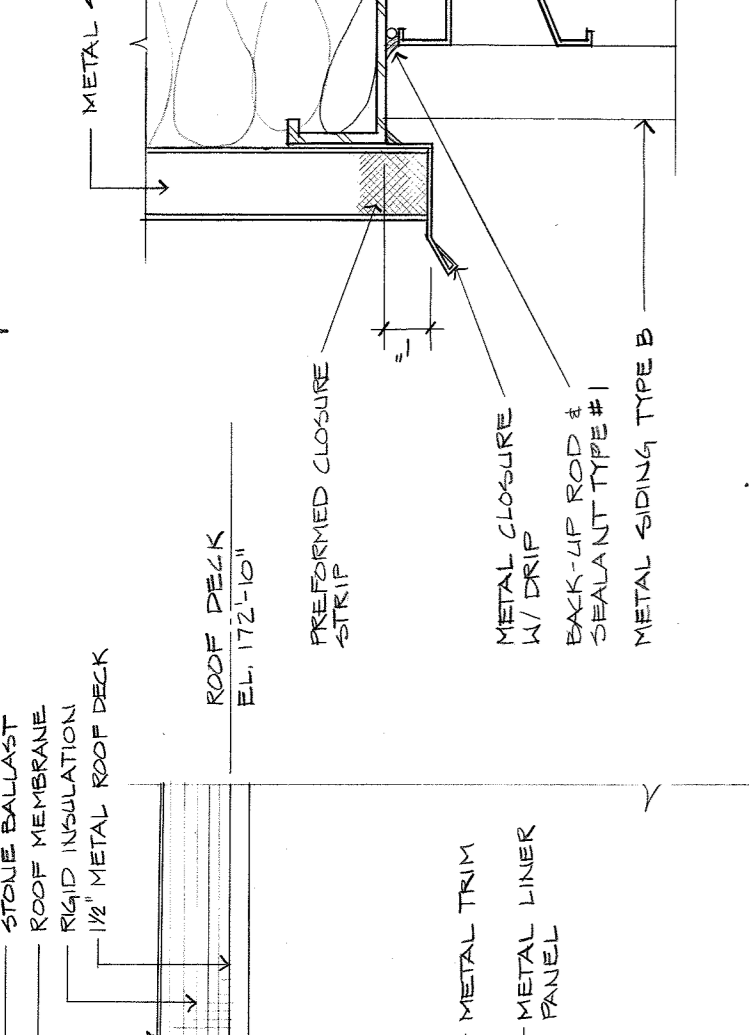
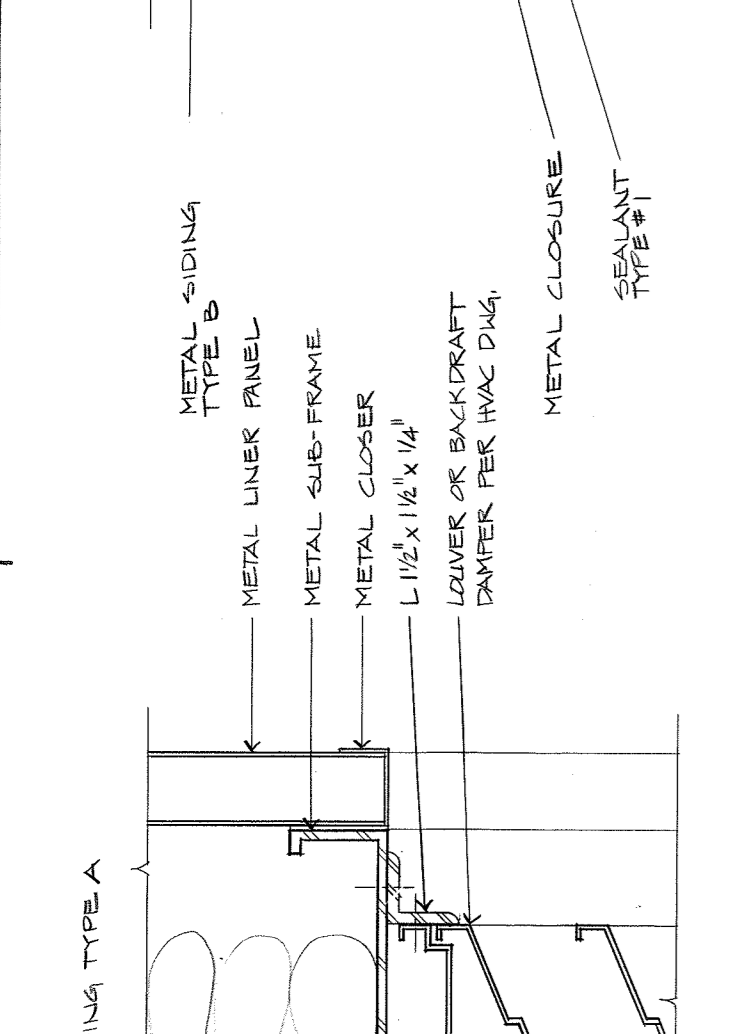
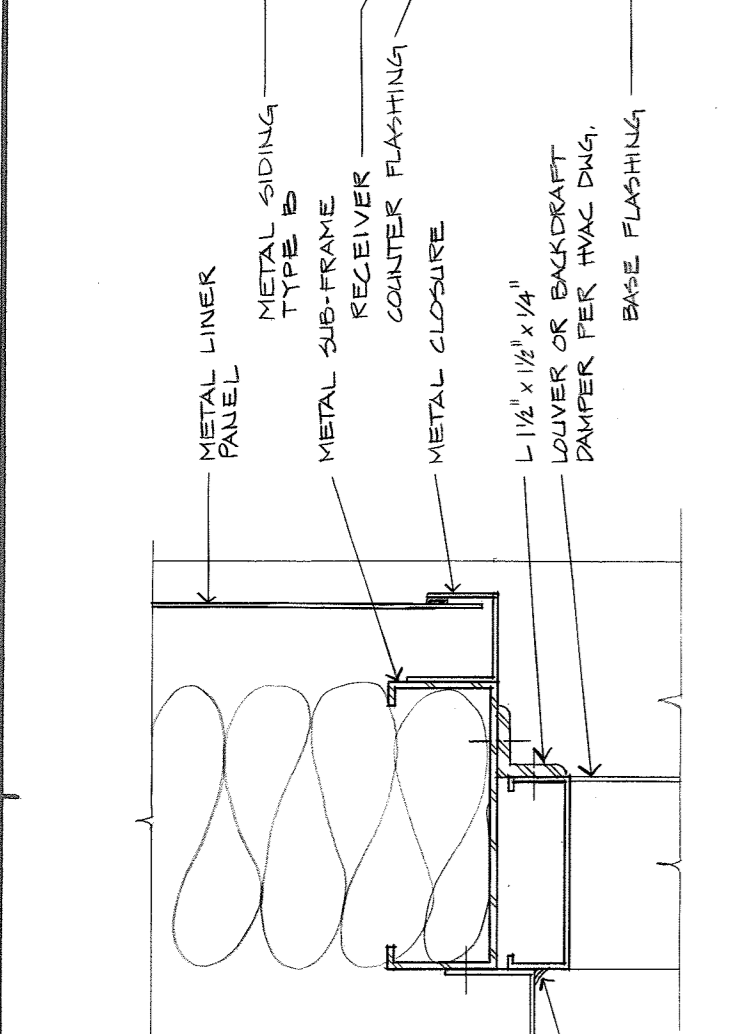
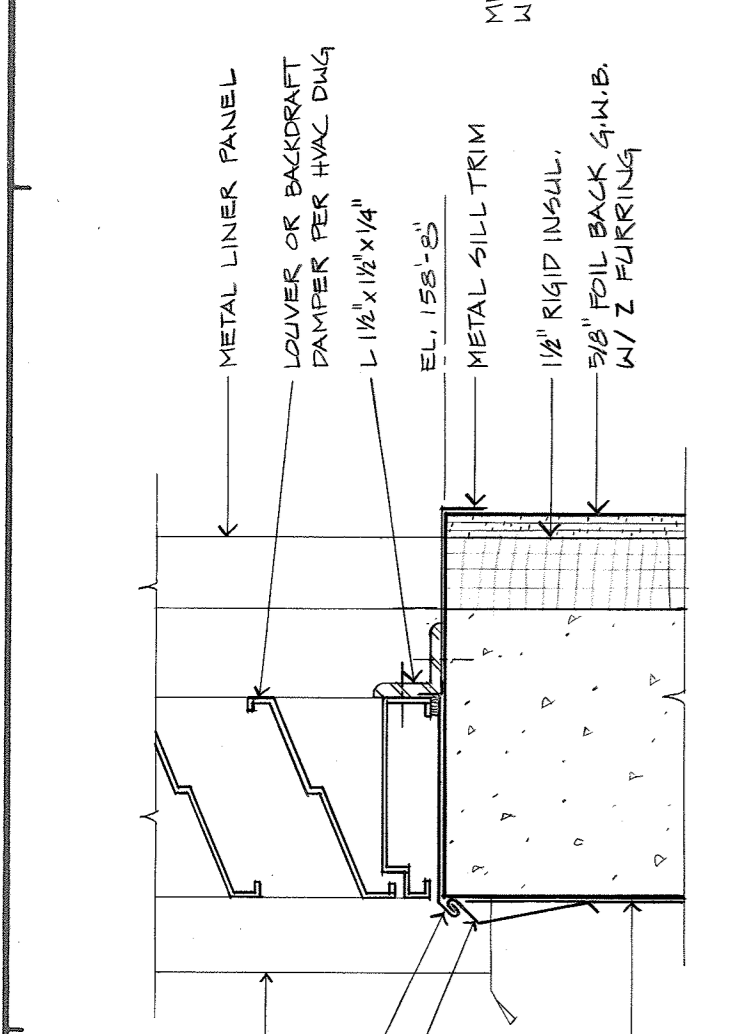
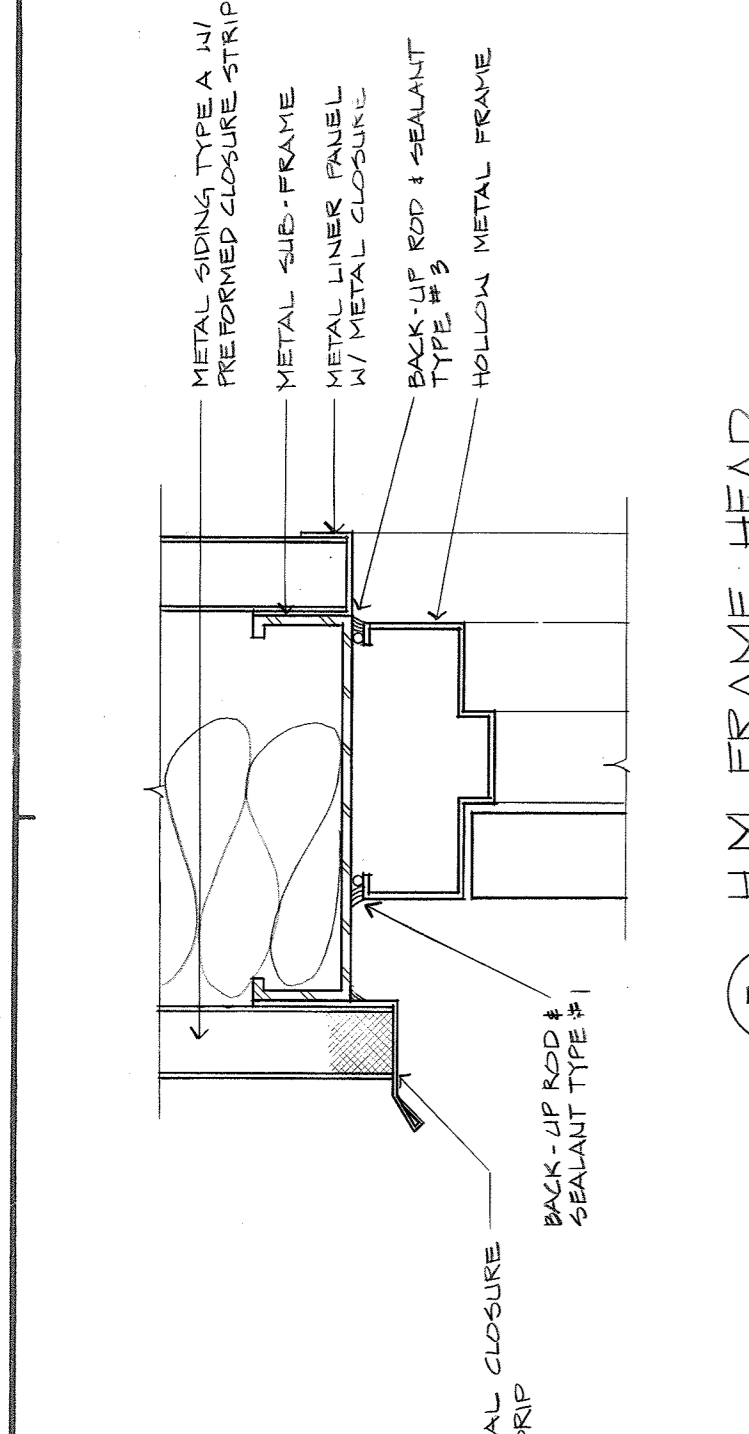
Project No. 19-2451

Sheet No. 5.22

Drawn By



NOTES:
 1 SHAPED AREAS INDICATE EXISTING BUILDING
 2 ARCH. PRE-CAST CONCRETE PANELS OF EXISTING LIMESTONE PANELS
 3 DRAWINGS INDICATE PANEL SIZES & JOINTS. AT FABRICATORS OPTION PANELS MAY BE REDUCED IN WIDTH TO APPROX. 10' NEW WINDOW M.O. IN ARCH. PRE-CAST CONCRETE PANELS SHALL BE LINED VERTICALLY W/ EXISTING PANELS. FIELD VERIFY ALL DIM.

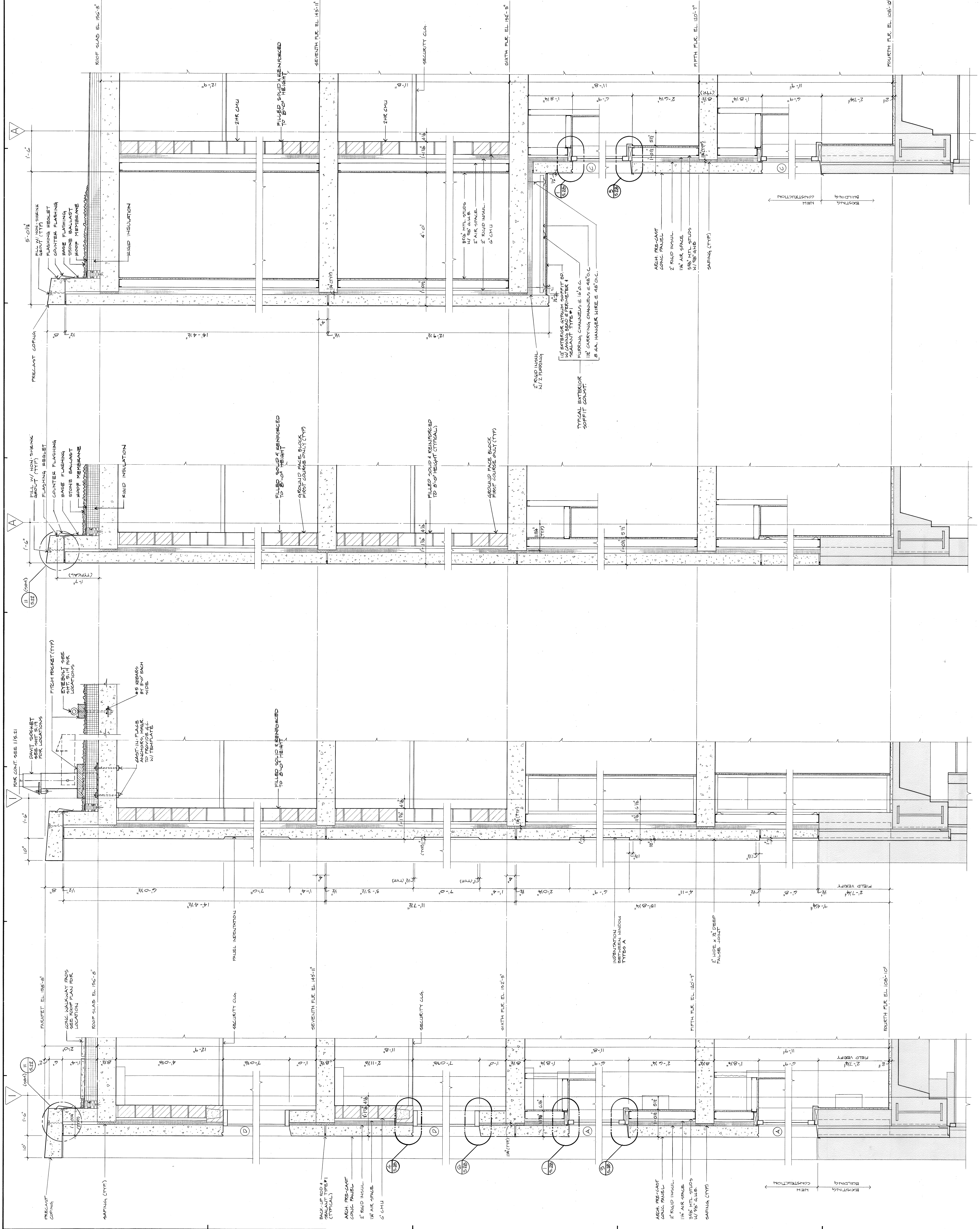


NOTES:
 1. SHADDED AREAS INDICATE EXISTING BUILDING
 2. ARCH PRE-CAST CONCRETE PANELS TO MATCH COLOR & TEXTURE OF EXISTING LIMESTONE PANELS
 3. SEE STRUCTURAL DRAWINGS FOR ARCH PRE-CAST PANEL CONNECTION DETAILS.

Consultant

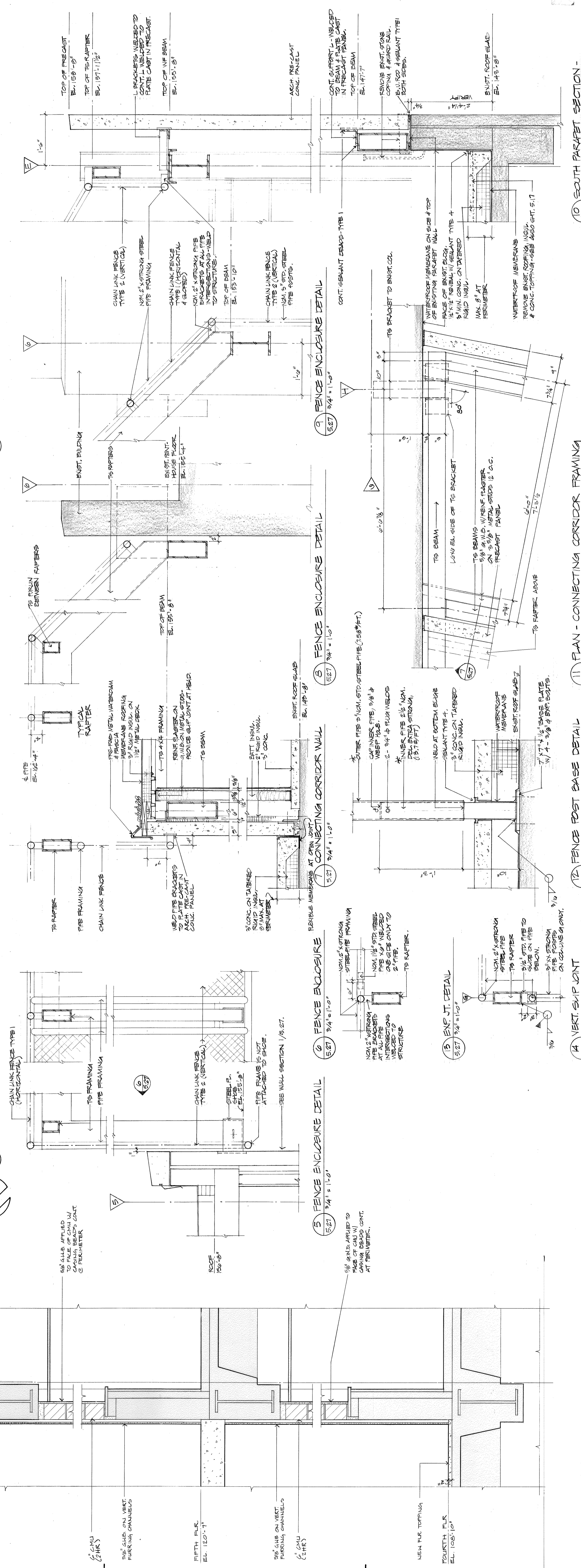
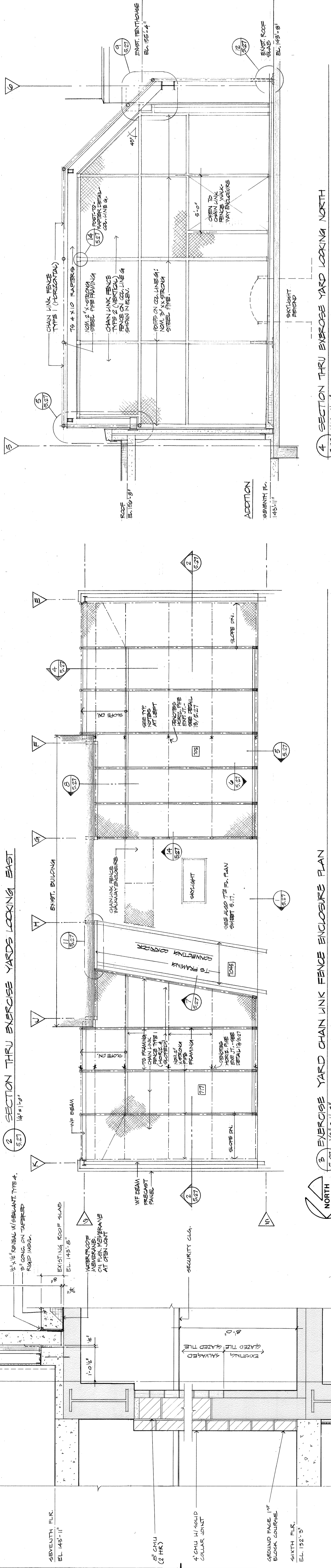
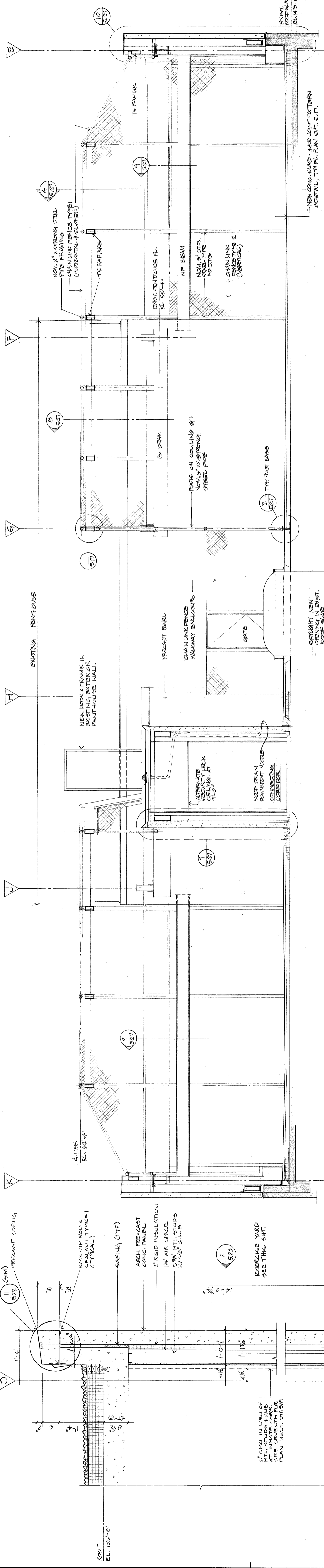
Date	DATE REVIEW / BIDDING	Symbol
2/1/23	ISSUANCE / REVISIONS	

City - County Building Vertical Expansion
 210 Monona Ave. Madison, Wisconsin
 owner: Dane County, Wisconsin



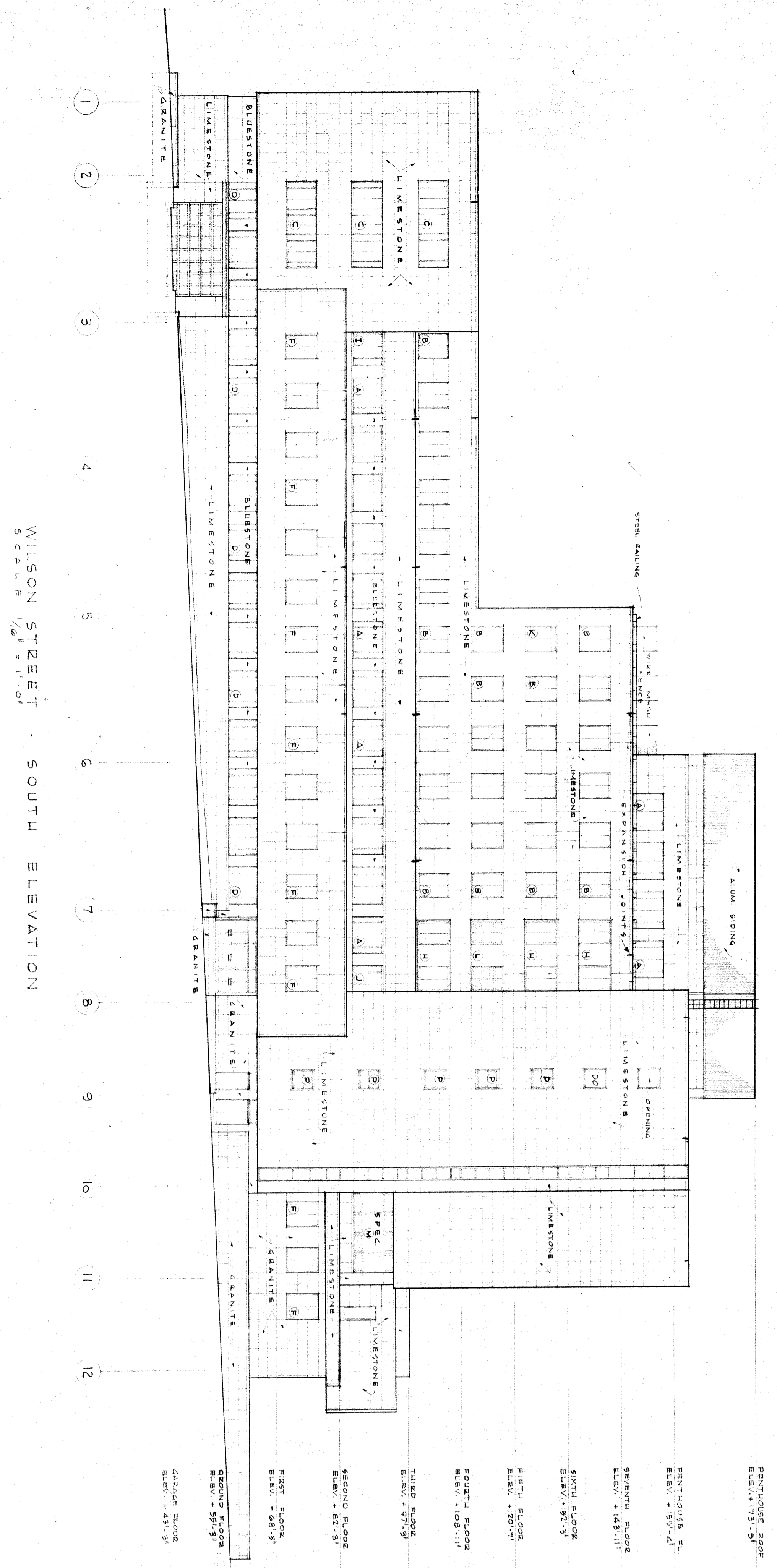
1 WALL SECTION @ CARROLL ST. 3/4" = 1'-0"
 2 WALL SECTION @ CARROLL ST. 3/4" = 1'-0"
 3 WALL SECTION @ WILSON ST. 3/4" = 1'-0"
 4 WALL SECTION @ WILSON ST. 3/4" = 1'-0"
 5 WALL SECTION @ WILSON ST. 3/4" = 1'-0"

NOTES:
 1. SHADED AREAS INDICATE EXISTING BUILDING.
 2. ARCH. PRE-CAST CONG. PANELS TO MATCH COLOR & TEXTURE OF EXIST. LIMESTONE PANELS.
 3. SEE STRUCTURAL DRAWINGS FOR ARCH. PRE-CAST PANEL CONNECTION DETAILS.



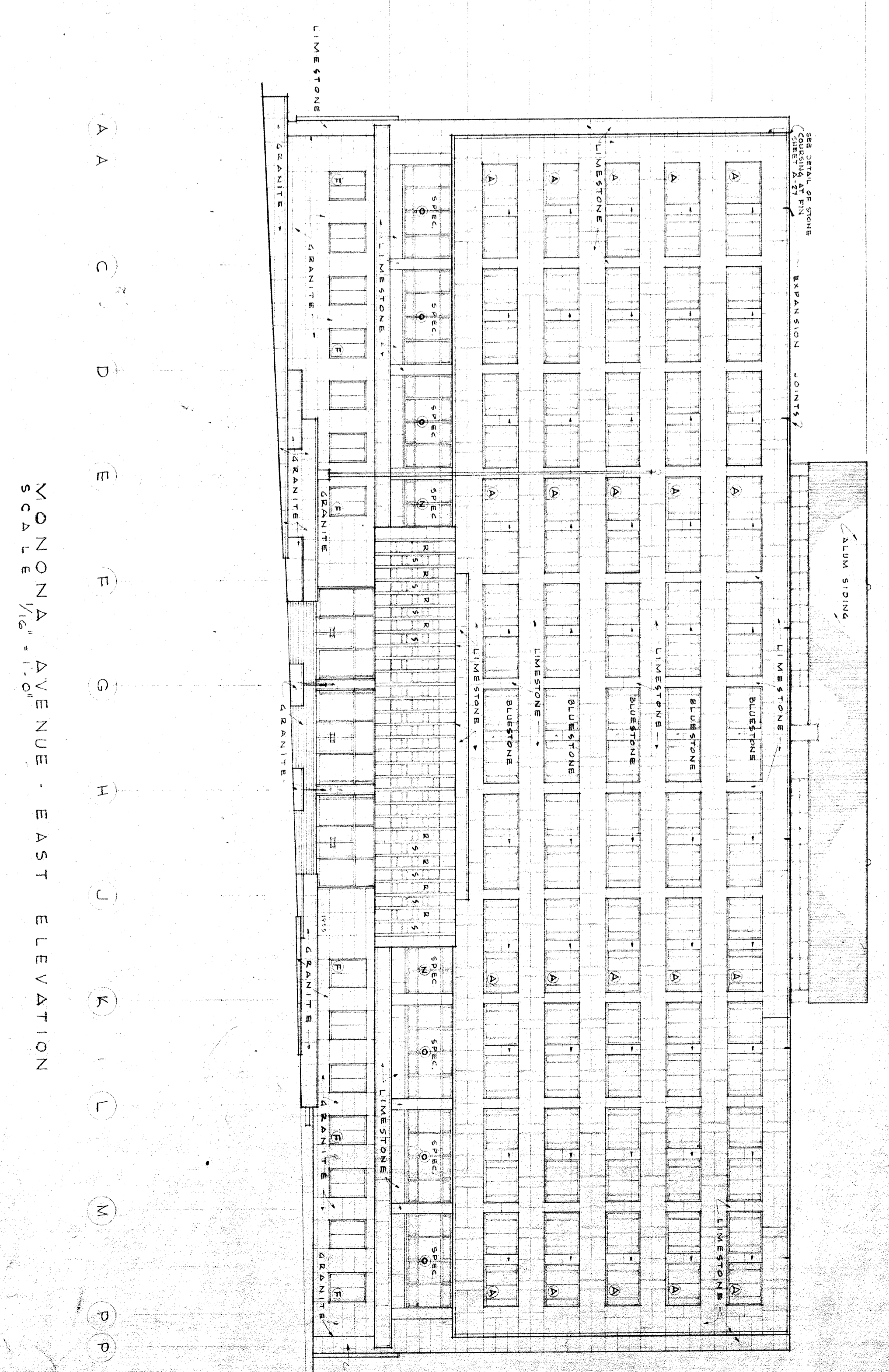
WALL SECTION
 3/4" = 1'-0"
 (527)

WALL SECTIONS
 Drawing Title
 Project No. 16-22-51
 Sheet No. 5.27
 Date 2-1-88
 Issue / Revisions
 2-1-88 D.L.H.R. REVIEW/ISSUE
 Symbol
 City - County Building
 Vertical Expansion
 210 Monona ave. Madison, Wisconsin
 owner: Dane County, Wisconsin
 Drawn By T.J.J.T.S.

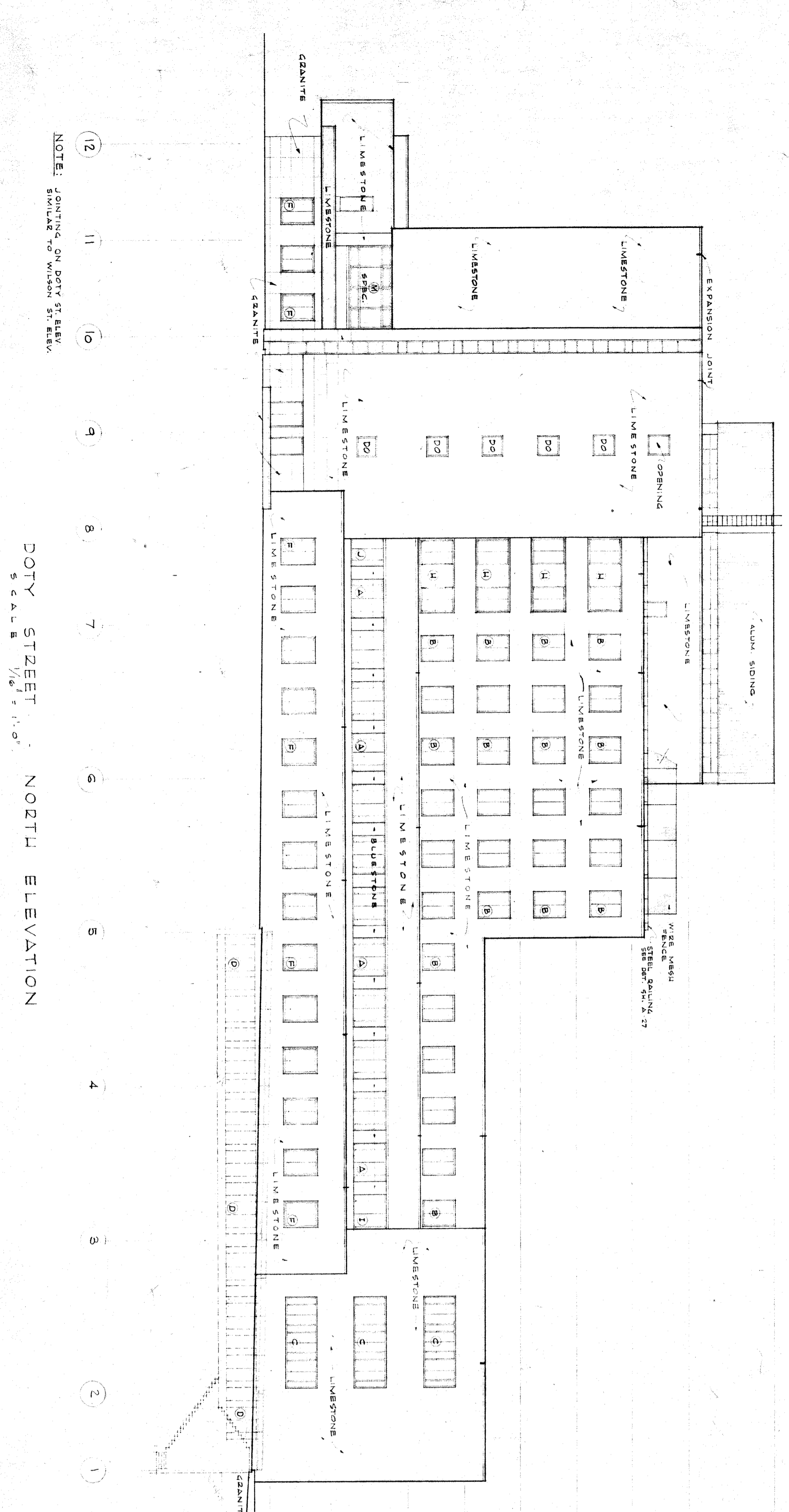


WILSON STREET SOUTH ELEVATION
SCALE 1/8" = 1'-0"

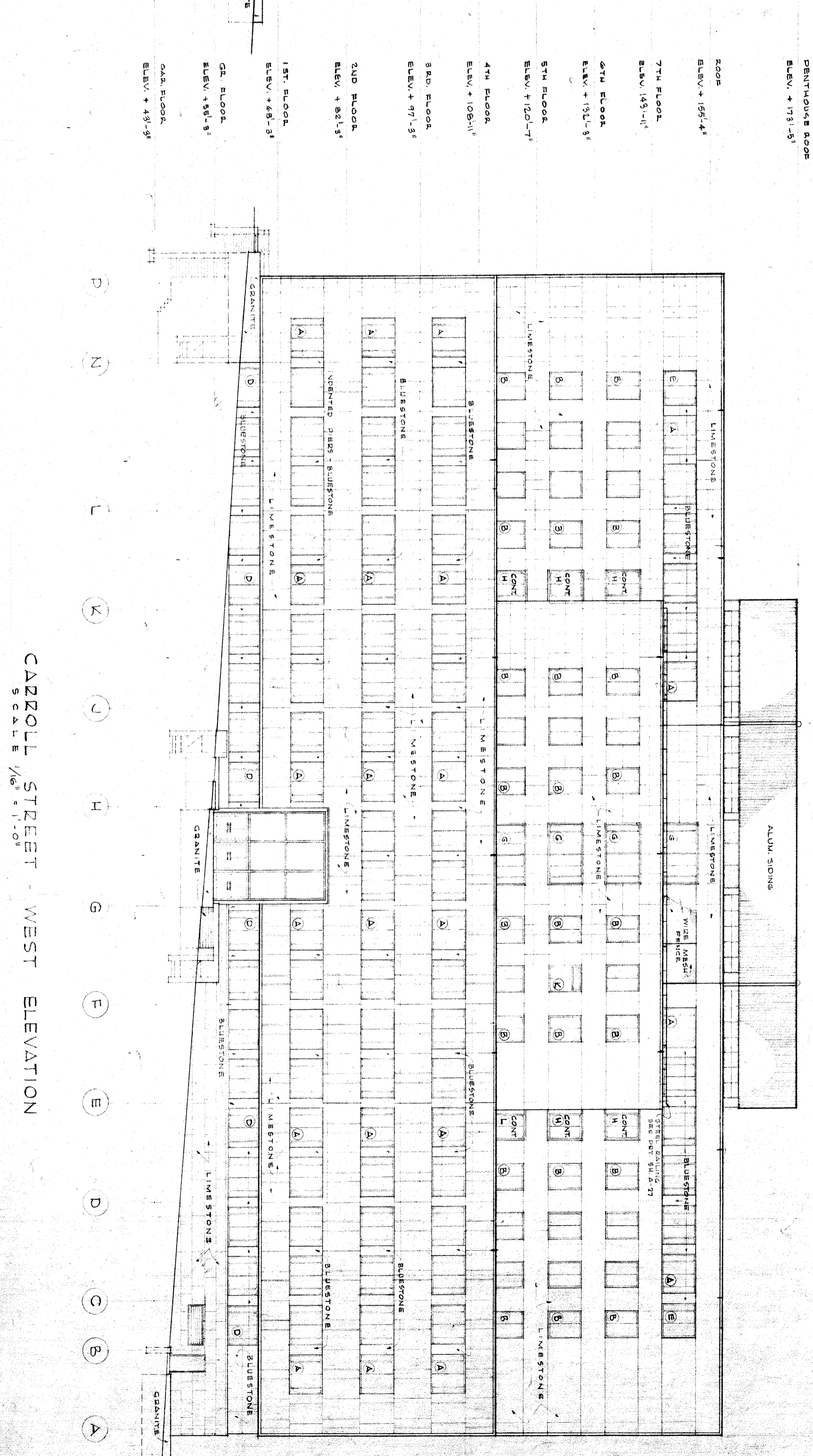
FINISHED 2ND FLOOR
FINISH 1ST FLOOR
FINISH 0TH FLOOR
FINISH 1ST FLOOR
FINISH 2ND FLOOR
FINISH 3RD FLOOR
FINISH 4TH FLOOR
FINISH 5TH FLOOR
FINISH 6TH FLOOR
FINISH 7TH FLOOR
FINISH 8TH FLOOR
FINISH 9TH FLOOR
FINISH 10TH FLOOR
FINISH 11TH FLOOR
FINISH 12TH FLOOR



MONONA AVENUE EAST ELEVATION
SCALE 1/8" = 1'-0"



DOTY STREET NORTH ELEVATION
SCALE 1/8" = 1'-0"



CAZROLL STREET WEST ELEVATION
SCALE 1/8" = 1'-0"

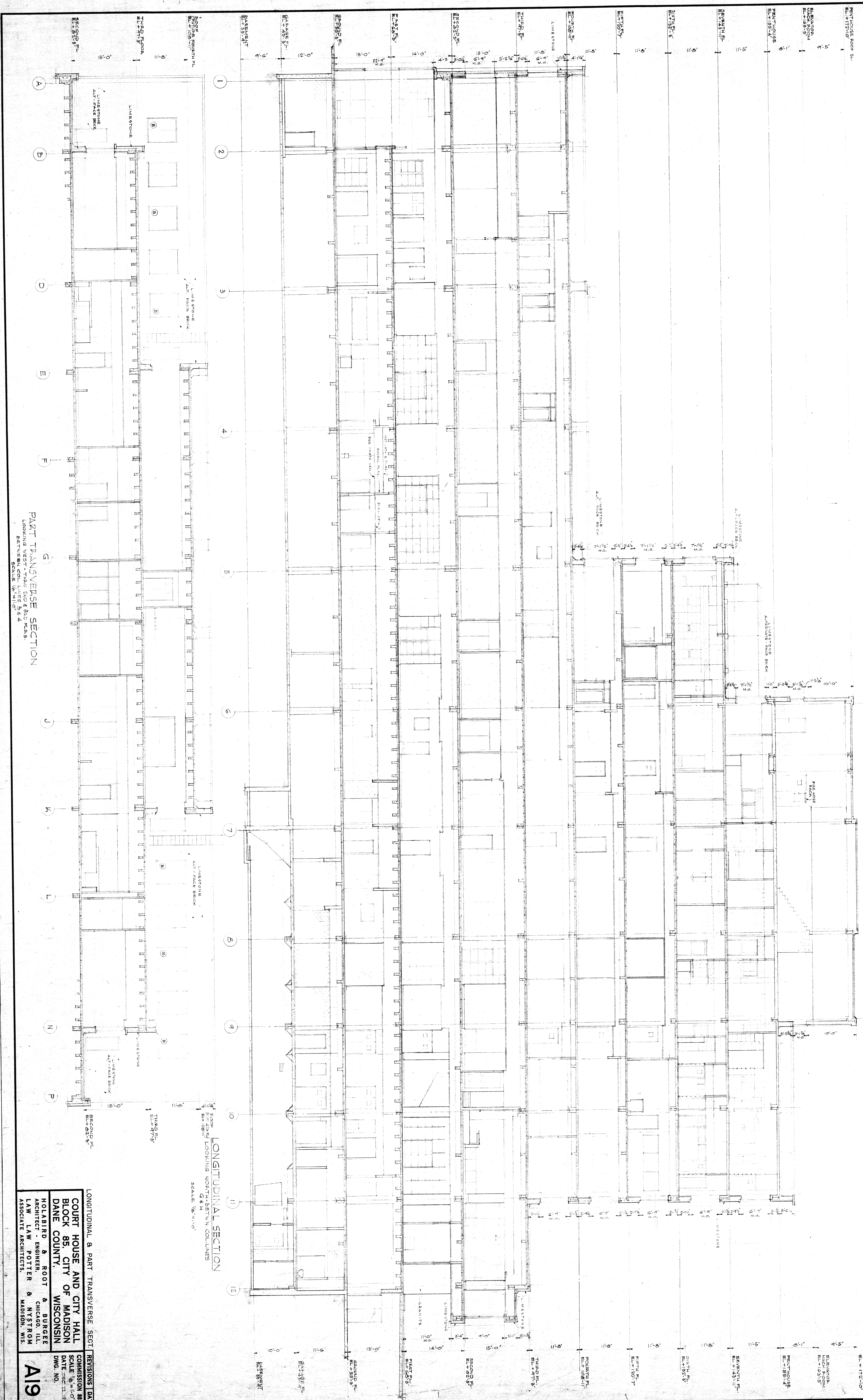
NOTE: PROVIDE 3/8" THICK BOND STONES IN 20% OF ALL WALL OVER SPANDREL TO MAINTAIN JOINTING SHOWN ON ELEVATIONS.

ELEVATIONS

**COURT HOUSE AND CITY HALL
BLOCK 85, CITY OF MADISON
DANE COUNTY, WISCONSIN**

HOLABIRD & ROOT & BURGEE
ARCHITECTS ENGINEERS
1401 W. FORT ST. CHICAGO, ILL.
ASSOCIATE ARCHITECTS

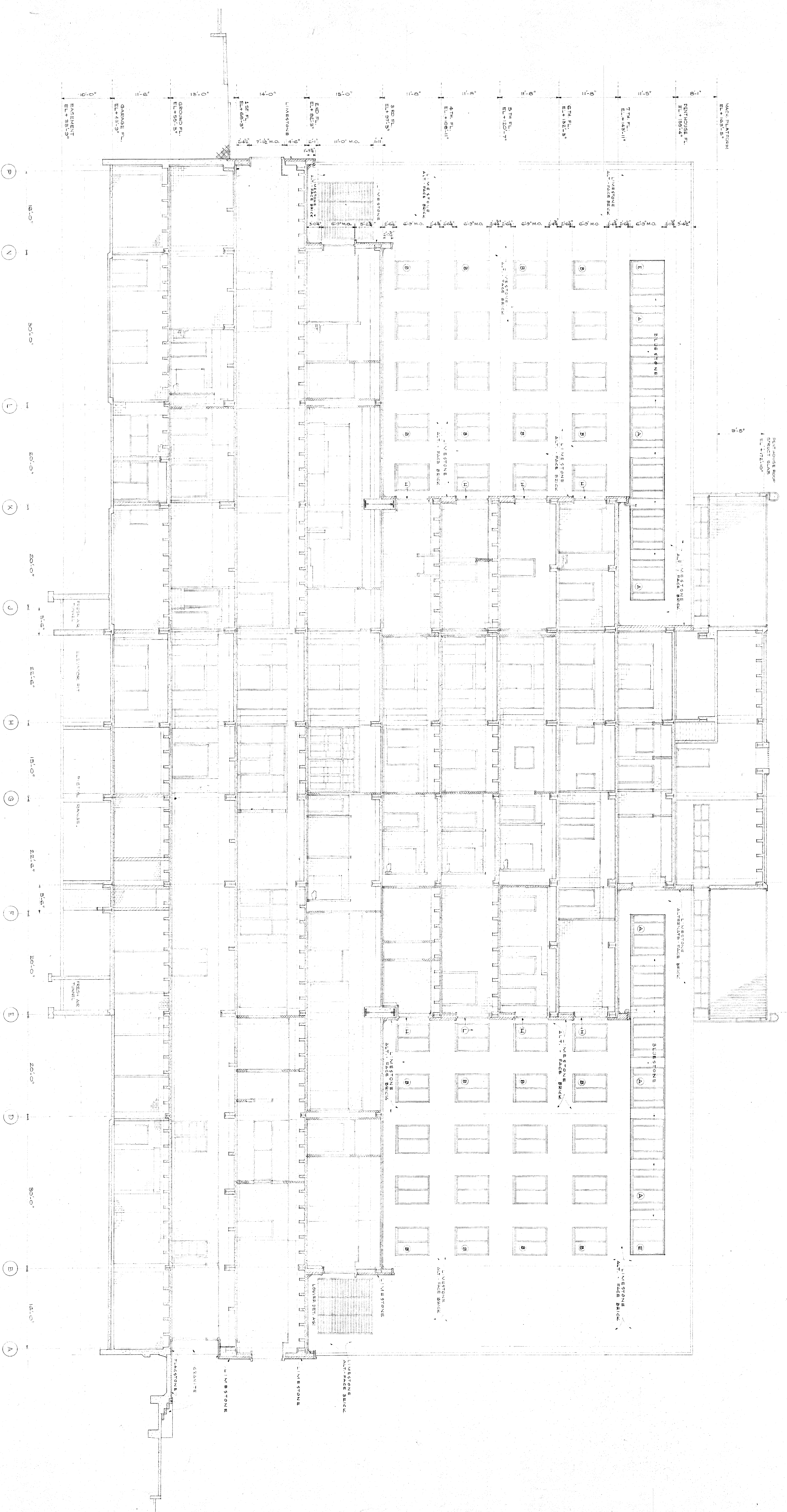
COMMISSION 822
SCALE 1/8" = 1'-0"
DATE 02-12-1954
DWG. NO. **A18**



LONGITUDINAL SECTION
 LOOKING WEST-TOWARD END OF BLDG.
 SCALE 1/8" = 1'-0"

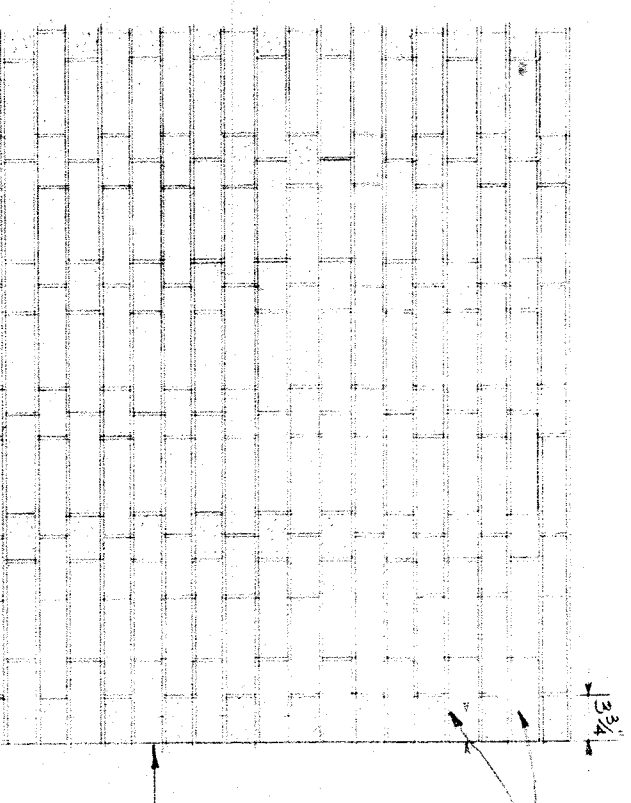
PART TRANSVERSE SECTION
 LOOKING WEST-TOWARD END OF BLDG.
 SCALE 1/8" = 1'-0"

LONGITUDINAL & PART TRANSVERSE SECT	REVISIONS	DATE
COURT HOUSE AND CITY HALL	COMMISSION	8822
BLOCK 85, CITY OF MADISON	SCALE	1/8" = 1'-0"
DANE COUNTY, WISCONSIN	DATE	DEC. 11, 1944
HOLABIRD & ROOT & BURGEE	DWG. NO.	A19
ARCHITECT - ENGINEERS		
LAW LAW POTTER & NYSTROM		
ASSOCIATE ARCHITECTS		



TRANSVERSE SECTION
SCALE: 1/8" = 1'-0"

DETAIL SHOWING ALTERNATE
FACE BRICK PATTERN
SEE ELEVATIONS AND SECTIONS FOR WALLS
AND ROOF
SCALE: 3/4" = 1'-0"



NOTE:
DOTTED LINES INDICATE RESTRICTIONS
NOT BEING SHOWN ON THIS
BUILDING.
ALL JOISTS ARE TO BE IN BRICK EXCEPT
IN FRONT OF CONC. COLUMNS & STAIRWAYS.
HAND AT WINDOW OR OTHER
PLACE AS SHOWN ON OTHER
DRAWINGS.

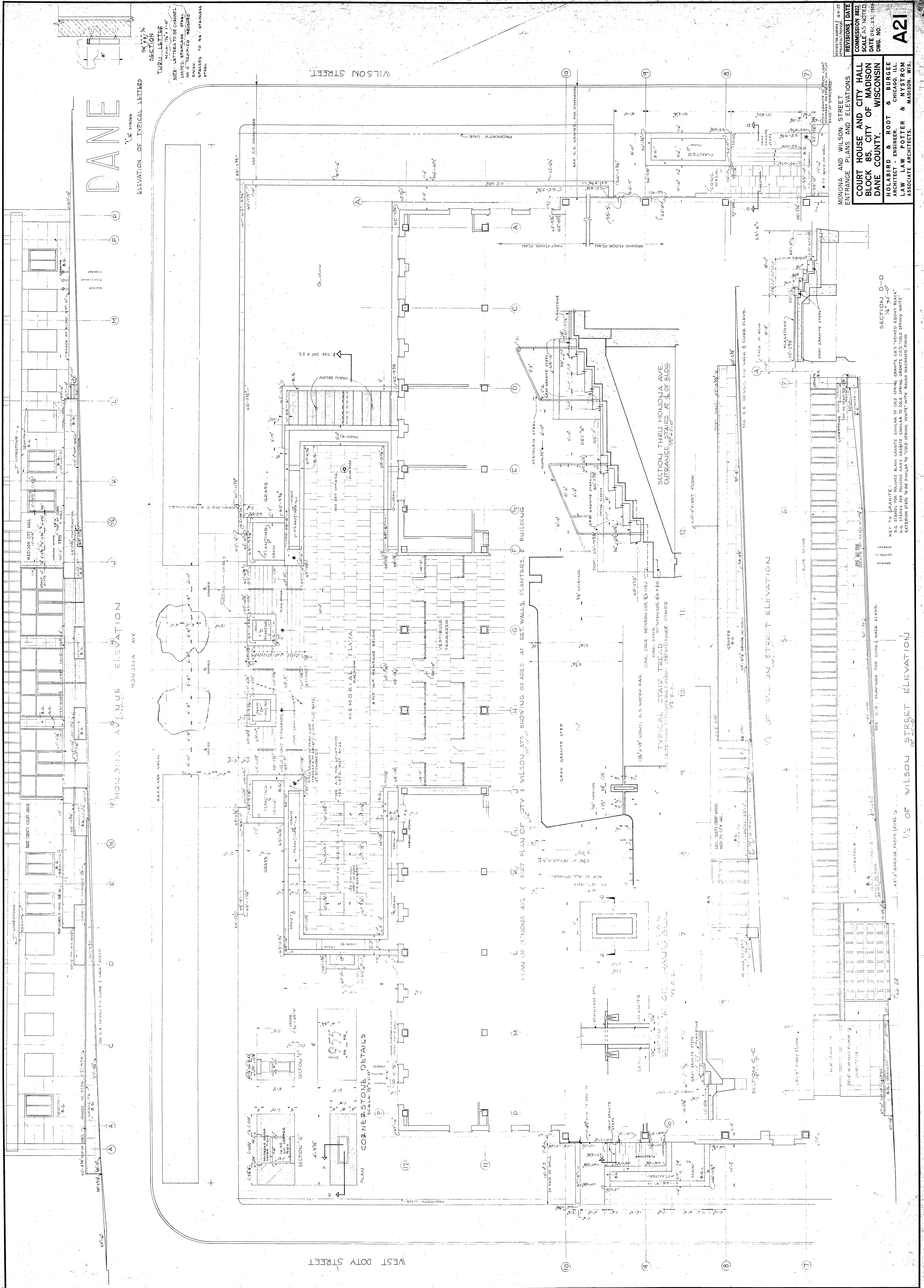
TRANSVERSE SECTION
COURT HOUSE AND CITY HALL
BLOCK 85 CITY OF MADISON
DANE COUNTY, WISCONSIN
HOLBIRD & ROOT & BURGEE
ARCHITECT - ENGINEER, CHICAGO, ILL.
LAW LAW POTTER & NYSTROM
ASSOCIATE ARCHITECTS, MADISON, WIS.

REVISIONS DATE
COMMISSION 882
SCALE AS NOTED
DATE DEC. 22, 1984
DWG. NO. A20

DANE

MONONA AVENUE ELEVATION
MONONA AVE

SECTION THRU LETTER
NOTE - LETTERS TO BE CHANNEL
SIPPED, STAINLESS STEEL
FINISH, SPACERS, REQUIRED
SPACERS TO BE STAINLESS
STEEL



REVISIONS | DATE
COMMISSION 882
SCALE AS NOTED
DATE DEC. 23, 1954
DWG. NO. A21

MONONA AND WILSON STREET
ENTRANCE PLANS AND ELEVATIONS
COURT HOUSE AND CITY HALL
BLOCK 85, CITY OF MADISON
DANE COUNTY, WISCONSIN
HOLBIRD & ROOT & BURGEE
ARCHITECT ENGINEERS
LAWRENCE W. LAWRENCE & WESTER
ASSOCIATE ARCHITECTS
CHICAGO, ILL.
MADISON, WIS.

SECTION D-D
KEY TO GRANITE - LIME GRANITE (SIMILAR TO OLD SPRING GRANITE, 65% HUNTER BROWN, 35% LAYERS FOR POLISHED GRAY GRANITE, CO'S 'OLD SPRING WHITE' EXTERIOR STEPS TO BE SIMILAR TO 'OLD SPRING WHITE' WITH ROUGH MACHINED FINISH)

SECTION S-C
SEE C.E. DRAWINGS FOR CURB & WALK ELEV.

SECTION E-E
SEE C.E. DRAWINGS FOR CURB & WALK ELEV.

SECTION F-F
SEE C.E. DRAWINGS FOR CURB & WALK ELEV.

SECTION G-G
SEE C.E. DRAWINGS FOR CURB & WALK ELEV.

SECTION H-H
SEE C.E. DRAWINGS FOR CURB & WALK ELEV.

SECTION I-I
SEE C.E. DRAWINGS FOR CURB & WALK ELEV.

SECTION J-J
SEE C.E. DRAWINGS FOR CURB & WALK ELEV.

SECTION K-K
SEE C.E. DRAWINGS FOR CURB & WALK ELEV.

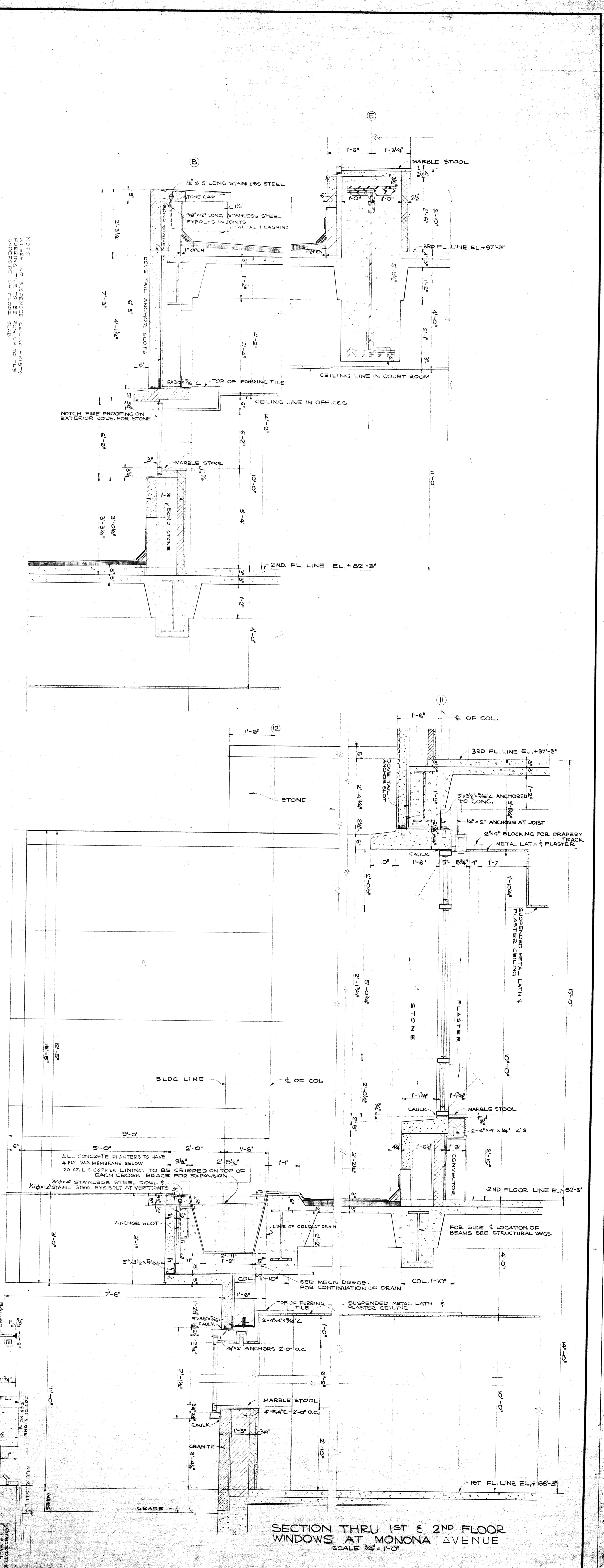
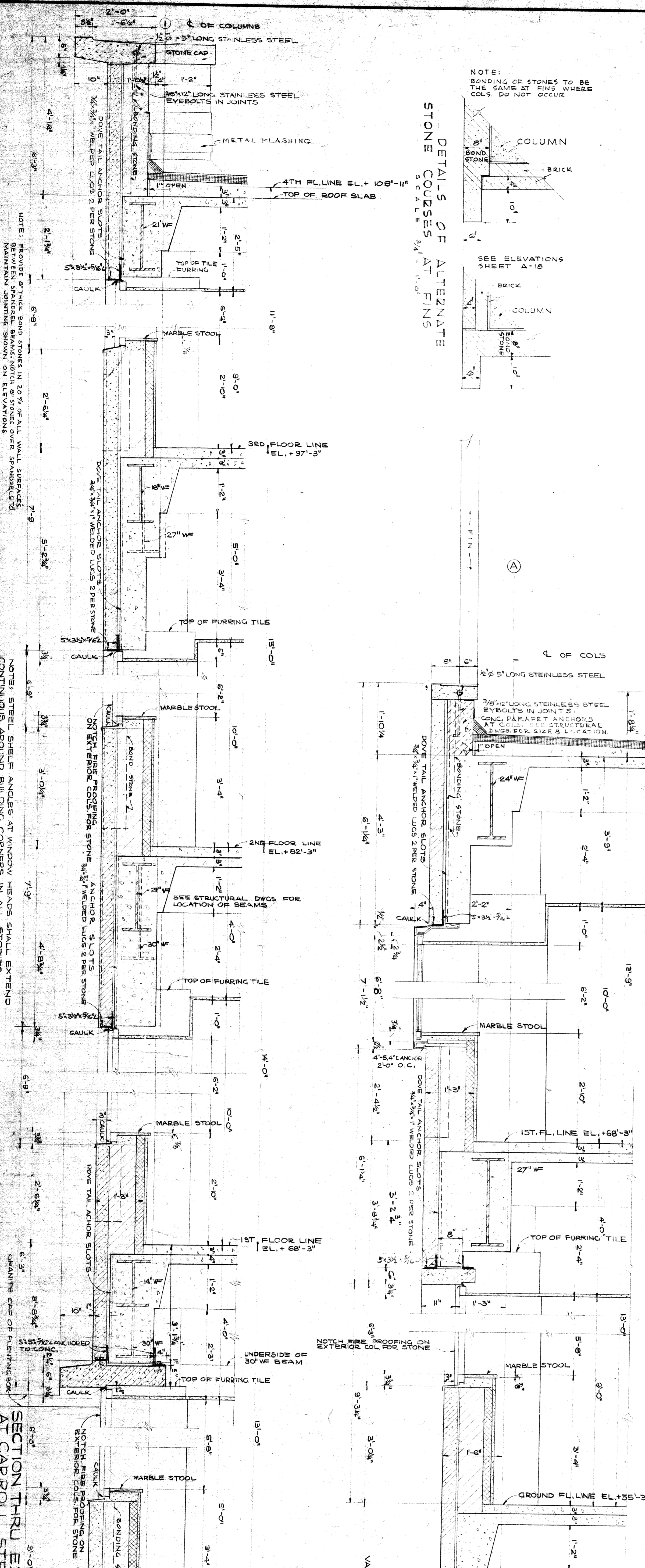
SECTION L-L
SEE C.E. DRAWINGS FOR CURB & WALK ELEV.

SECTION M-M
SEE C.E. DRAWINGS FOR CURB & WALK ELEV.

SECTION N-N
SEE C.E. DRAWINGS FOR CURB & WALK ELEV.

SECTION O-O
SEE C.E. DRAWINGS FOR CURB & WALK ELEV.

SECTION P-P
SEE C.E. DRAWINGS FOR CURB & WALK ELEV.



COURT HOUSE AND CITY HALL
BLOCK 85, CITY OF MADISON
DANE COUNTY, WISCONSIN

HOLABIRD & ROOT
ARCHITECTS - ENGINEERS
LAW, LAW, POTTER & NYSTROM
ASSOCIATE ARCHITECTS

CHICAGO, ILL.

REVISIONS

DATE
BY
CHECKED
APPROVED

A27

City County Building Cladding Assessment County of Dane, Wisconsin

210 Martin Luther King Junior Boulevard
Madison, Wisconsin



May 9, 2019



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OUTLINE

PROJECT SCOPE

EXECUTIVE SUMMARY

BUILDING DESCRIPTION
Cyclical Maintenance
Definitions

DISCUSSION & RECOMMENDATIONS
Stone and Concrete Cladding
Stone Facade
Concrete Façade
Joint Treatment

APPENDIX: SUPPORTING DATA
Photographs
Drawings

PROJECT SCOPE

The purpose of the research and observations for 210 Martin Luther King Jr. Boulevard, Madison, Wisconsin, is to provide an opinion on the general condition of the exterior cladding of the property.

The intent of the limited condition survey is to assess and document the physical condition of readily accessible portions of the exterior - those that could be viewed from the ground and roof tops. Elements open to view were observed, photographed and noted. Architectural elements, more specifically of the building envelope, were examined to identify their type and to determine their condition. Methods were not overly invasive but some selective removal was performed to examine the building fabric. Overall, the building was found to be in good condition with some deterioration and deferred maintenance issues.

This report reflects observations made during the months of January and February, 2019.

EXECUTIVE SUMMARY

The exterior cladding of this property is in good condition and retains a high degree of original integrity. The main issues of deterioration include failing or failed mortar and sealant. Other lesser priorities include deterioration of the stone.

It is appropriate to clean the masonry. The accumulation at the surfaces is a nuisance and is unsightly in regions of wall.

A vital component of the building's exterior weather barrier is compromised; functionally and mechanically the sealant is not performing. The sealant's role is degenerating without predictability, and the majority must be remedied to avoid further compromising energy efficiency and stressing localized (building) structural composition.

Approximately 129,659 square feet of cladding exists, consisting of control- and expansion-means in stone and concrete panelized cladding along with interface sealant associated with fenestration perimeters, which will require rehabilitation in a phased campaign if at once is not an option.

The probable cost of these repairs is approximately \$825,000.

BUILDING DESCRIPTION

The City-County Building at 210 Martin Luther King Jr. Boulevard is a multi-story stone- and concrete-faced steel-core structure. The building is of two vintages: 1955 and 1983. Fenestration consists of windows and doors with aluminum frames, and louvers.

Cyclical Maintenance

This structure contains exterior materials that are natural, hand-crafted and were not the product of a manufacturer. Continual periodic maintenance and repair of the exterior components and surfaces is expected and should be planned for in both operational (yearly inspections) and capital (repair) budgets.

The objective of cleaning masonry and concrete must be considered carefully before arriving at a decision to clean. There are several major reasons for cleaning these materials. They include a.) **improve the appearance of the building** by removing unattractive dirt or soiling materials, or contemporary finishes (e.g. paint, caulk) from the material; b.) **retard deterioration** by removing soiling materials that may be damaging the material; and, c.) **provide a clean surface** to accurately match repointing mortars or patching or sealing compounds, or to conduct a condition survey of the material. This building will benefit from reasons a. and c., most notably.

Definitions for Physical Condition

Excellent:	Near original condition, all items that can normally be repaired or refinished have recently been corrected. No functional inadequacies of any consequence evident.
Good:	Mostly intact, no obvious maintenance required, little deterioration, retains a high degree of utility and life expectancy.
Fair:	Badly worn, signs of wear and deterioration, much repair needed. Deferred maintenance is obvious, shortened life expectancy.
Poor:	Worn out, badly damaged. Significant repair or replacement warranted numerous functional inadequacies. Excessive deferred maintenance. At the end of useful life.

DISCUSSION & RECOMMENDATIONS

STONE AND CONCRETE CLADDING

Observations

Various industry associations provide informational guidelines for the inspection of clad structures; the guidelines were employed by us during the cursory review of the cladding. Here is an excerpt.

Mortar and Sealant Joints

Function: Prevent water and air entry at cladding discontinuities. Mortar or sealant is installed to provide a weather seal and may accommodate movement between materials.

Guidelines: Discontinuities (crack control joints and expansion joints) in cladding must be properly terminated; sealant must be utilized at all terminations. Sealant beads are appropriate for weather seal joints.

Sealant Joints around Openings and Penetrations

Function: Prevent water entry where cladding meets other materials. Sealant is installed to provide a weather seal and to accommodate movement between materials.

Guidelines: Sealant must be utilized at all terminations, including where cladding terminates or meets other materials. Beads with bond breaker are appropriate for weather seal joints around windows, doors, and minor penetrations.

Stone Facade:

Limestone is the dominant exterior wall surface material on the circa 1955 structure. Limestone is a sedimentary rock composed primarily of calcium carbonate built up over time in very thin layers. The stone is laid in varying styles of coursing but often running bond. The stone panels are of a variety of dimension but of uniform thickness. Edges and corners of the cladding are squared at fenestration openings. Outside corners are laid stacked with alternating butt returns.

Granite appears on the circa 1955 structure. Granite is an igneous rock with quartz and feldspar grains. It is gray/black; it gives the impression of an accent where it is situated at or near grade. The stone is laid in two styles of coursing: stacked and running bond. The stone panels are of a variety of dimension but appear to be uniform in

thickness. Edges and corners of the cladding are squared at fenestration openings. Outside corners are laid stacked with butt returns.

A less dominant surface material on the circa 1955 structure is bluestone, located at the window band of each floor. This is a different and somewhat softer stone used as an accent on the ribbon of windows. Its geology is sandstone. It is placed in single-width panel stacked fashion.

The wall masonry is absent control joints.

Overall the stone types display normal weathering and are in good-to-excellent condition. Some minor chips exist on the stone surface.

Limestone cladding located at the base of the walls is typically buried in mulch or soil. This allows for saturation of the stone with rain and snow melt water.

An issue affecting the bluestone is its exfoliation. Exfoliation is the separation of successive thin shells or layers in the natural stone. This is an inherent problem based on the characteristics of the material and the conditions of the exposure.

In some localized instances, stone panels have displaced outward or downward. The integrity of their attachment to the structure is in question.

A number of iron and steel anchors of varying types and sizes are found imbedded in the stone masonry. The purpose of the anchors is unclear. The rusting of these anchors is causing localized staining of the stone surface.

Approximately 10-15% of joints are affected by failed or failing mortar or sealant.

Concrete Facade:

Pre-cast concrete is the dominant exterior wall surface material on the circa 1983 structure. The concrete panels are erected as a stack. The concrete panels are of a variety of dimension but of uniform thickness. Edges and corners of the cladding are pre-formed square at fenestration openings. Outside corners are stacked with quirk miter returns.

Overall the concrete displays normal weathering and is in good-to-excellent condition. Some minor chips exist on the concrete surface.

Concrete cladding joints created by adjacent panels are typically void or lacking seal. This allows for penetration of the joint with rain and snow melt water.

A number of iron and steel anchors of varying types and sizes are found imbedded in the concrete. The purpose of the anchors is unclear. The rusting of these anchors is causing localized staining of the concrete surface.

Approximately 10-15% of joints are affected by failed or failing mortar or sealant.

Joint Treatment:

The mortar and sealant within the joints between adjacent cladding panels is deteriorating. The original mortar joints surrounding stone panels were a flush joint with a gray-white mortar. Many original joints remain. Original joints in distress received at least two campaigns designed to remedy the adverse conditions. These campaigns of repointing are evident, typically in localized areas, and consist of mortar and sealant (for the more contemporary repairs). Contemporary mortar used for repointing appears sound, intact. Deterioration of contemporary sealant used for repointing *mortar* is evident. The quantity of precast panels requires extensive use of sealant.

Specifically, the following was noted:

1. Weather barrier failures are sealant separation from the substrate (adhesive) as well as material (sealant) parting (cohesive).
2. Sealant failures include insufficient material (sealant) cross-section and/or incorrect backer rod girth.
3. Sealant intersections exist. These intersections introduce shear and differential movement to the sealant beyond typical expansion and contraction.
4. The average joint width is approximately 3/8".
5. Minor localized cracking of the pre-cast concrete wall panels exists at multiple locations.

Because of the designed exterior wall assembly, *joints* in the concrete panelized cladding are rendered principal barriers for infiltration (air and water) when properly treated. In other words, without treatment, in this case sans *sealant*, no protection exists for the wall assembly and ultimately the occupied space. No desirable redundancy exists currently.

Failures (breaches) of the cladding *assembly* (i.e. combination of barrier and connection) occur at the majority of the joints surrounding concrete panels; there, sealant is compromised. It is compromised by both adhesive- and cohesive-failure (though, predominantly cohesive) as well as embrittlement. Voids now exist where passage of water is obvious.

Recommendations

In recognition of the significance of the property, the best course of action for continued use will be maintenance of the building. Maintenance focuses on actions necessary for retaining or restoring a piece of material or system to the specified operable condition to achieve its maximum useful life.

The priority work should be the repair of the concrete panel-to-panel joint treatment. Specifically, the existing sealant should be removed in entirety and replaced with new sealant.

It is apparent the joint sealant surrounding wall cladding and corresponding fenestration is in various modes of failure.

A comprehensive cladding joint maintenance campaign must commence as soon as practical. The effort should include comprehensive sealant remediation surrounding concrete cladding that consists of removing and replacing all existing sealant and backer rod. This effort should include removal of sealant where it was used to remedy mortar maladies at joints surrounding stone cladding. Some design exceptions will be warranted in certain cases.

The campaign must also include remediation of deteriorated mortar and sealant at interfaces with adjacent building systems detailing, such as windows and louvers (fenestration types) and parapet caps (coping), for instance.

All existing sealant surrounding concrete cladding should be replaced with a two-stage or double-sealant joint system. This system consists of a sealant and backer rod assembly installed to the interior of the joint followed by a sealant and backer rod assembly installed to the exterior of the joint. This system will introduce a redundancy to diminish the possibility of eventual leakage. The in-board sealant will also reduce the effects of building atmospheric pressure stressing the exterior sealant and protect the exterior sealant from moist interior air.

All existing mortar should be inspected for cracks, de-bonding, and deterioration, and when found, replaced with new mortar. Where sealant exists as a substitute for mortar, it should be removed and new mortar installed in its place. Sealant in place of mortar may be considered for joints facing skyward.

The numerous metal anchors in stone and concrete may be removed and holes patched at the same time as the repointing effort.

Where chips exist on the stone and concrete surfaces, these should be removed and the void properly prepared, and resulting surfaces patched.

Fenestration head flashing could be introduced in order to facilitate ridding the wall core of errant rain water. If window replacement is a consideration in the near future, the installation of head flashings should coincide. The recommendation *for* or *against* window replacement does not fall within the purview of this effort; however, based on the observations of this effort, window replacement may be required in the near future.

The roofing system should be surveyed for deficiencies, including the presence of moisture within the roofing assembly. It is reasonable to assume moisture travels in the open cladding joints and into the roofing system.

The granite and bluestone should be cleaned by using a water washing method. Soaking the stone and using a detergent supplement and following up with a water rinse will remove most if not all soiling material from the both the stone and mortar. This is a gentle and effective process for rehabilitation and future maintenance.

Considerations

Consider cleaning all masonry (not including concrete) prior to repairs. It is recommended the first priority be the repairs to the pre-cast concrete panel joints. The repairs needed are not time sensitive in that they pose a threat of danger if not corrected immediately; however water infiltrates the failed sealant. The options are numerous for sequencing maintenance and repairs to the remaining cladding. The repairs can be sequenced by elevation prominence, floor level(s), material or a combination. Schedule, budget and owner preference will also determine the prioritizing of the repairs. For example, cleaning of the black granite and mortar (first floor) on the east elevation could occur concurrent with the efforts at the concrete joists. This is the significant elevation; it is the front of the building and is meant to stand apart from the other facades indicated by the accent of black granite.

APPENDIX

*Maintenance
Programming*

*Architectural
Engineering*

Consulting

Building Envelope:

*Investigation
Assessment
Design
Support*

*Energy Conservation
by Design.*



MEMBER OF



101 Dempsey Road
Madison, WI 53714
p. 608.240.9110
f. 608.240.9112



1.1

City County Building circa 1960.



1.3

Granite (black) cladding in foreground.



1.2

Contemporary view of City County Building.



1.4

Common arrangement of bluestone surrounded by limestone.



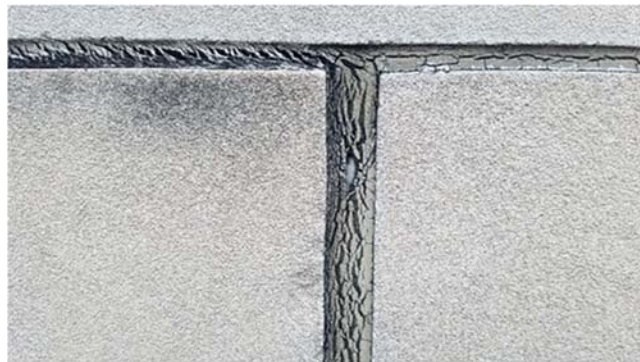
1.5

Combination stone and concrete cladding indicating the two vintages of the structure.



1.6

Combination stone and concrete cladding indicating the two vintages of the structure .



1.7

Identifying failing sealant in cladding joints.

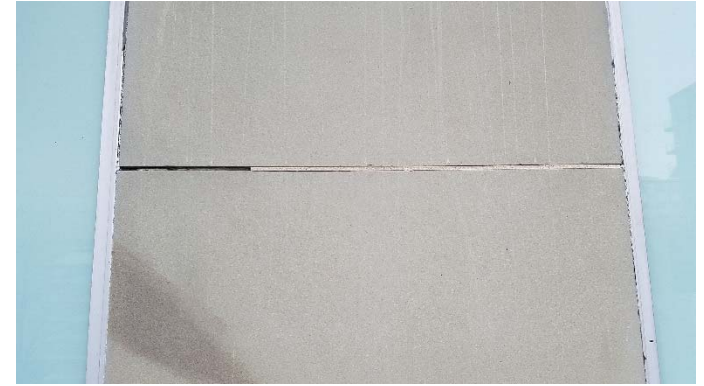


1.8

Identifying mortar in cladding joints.



1.9 *Identifying failing sealant in coping joints.*



1.10 *Identifying failed mortar in cladding joint.*



1.11 *Evidence of water infiltration at failed mortar at joint.*



1.12 *Identifying composition of sealed cladding joint.*



1.13 *Surface organics accumulate in some semblance of pattern based on building orientation.*



1.14 *Unclean surfaces give impression of failure which is not the case.*

Tag	Issuance / Revision	Date

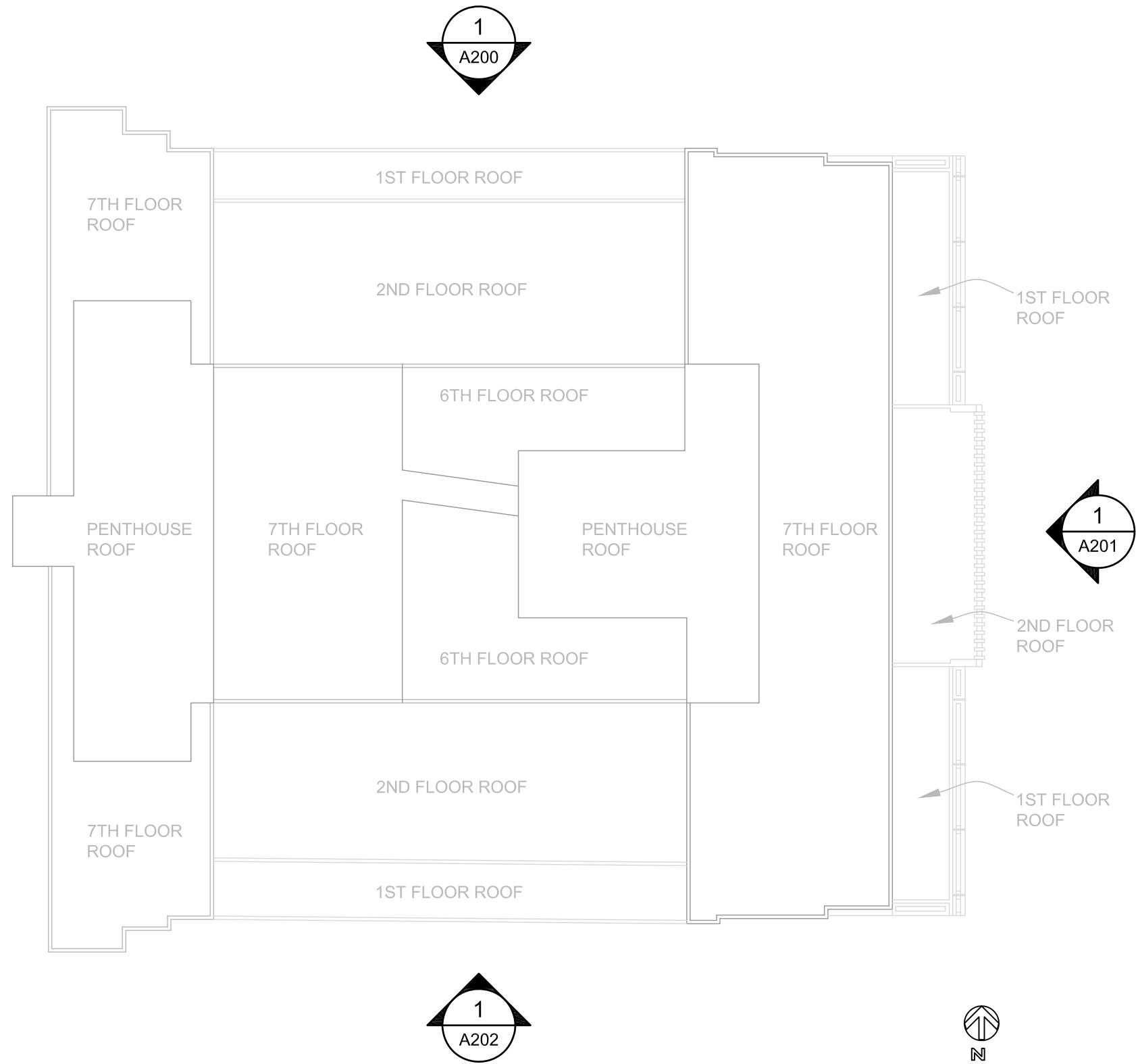
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Drawn By: JP	Checked By: DLM	Project Number: 18A0096
Scale: AS NOTED	Date: 05/09/19	

Sheet Name:
ROOF PLAN

Sheet Number:

A100



CLADDING ESTIMATE (SQ. FT.)		
	GRANITE	8,074
	BLUESTONE	3,329
	PRECAST CONCRETE	38,392
	LIMESTONE	79,864

ROOF PLAN
Not to Scale

2

CLADDING ESTIMATES

1

Project:
**CITY COUNTY
BUILDING
MASONRY
ASSESSMENT**
for
DANE COUNTY

210 Martin Luther King Dr.
Madison, WI 53703

Tag	Issuance / Revision	Date

Set Type:
WORKING DRAWINGS






Drawn By: JP Checked By: DLM Project Number: 18A0096

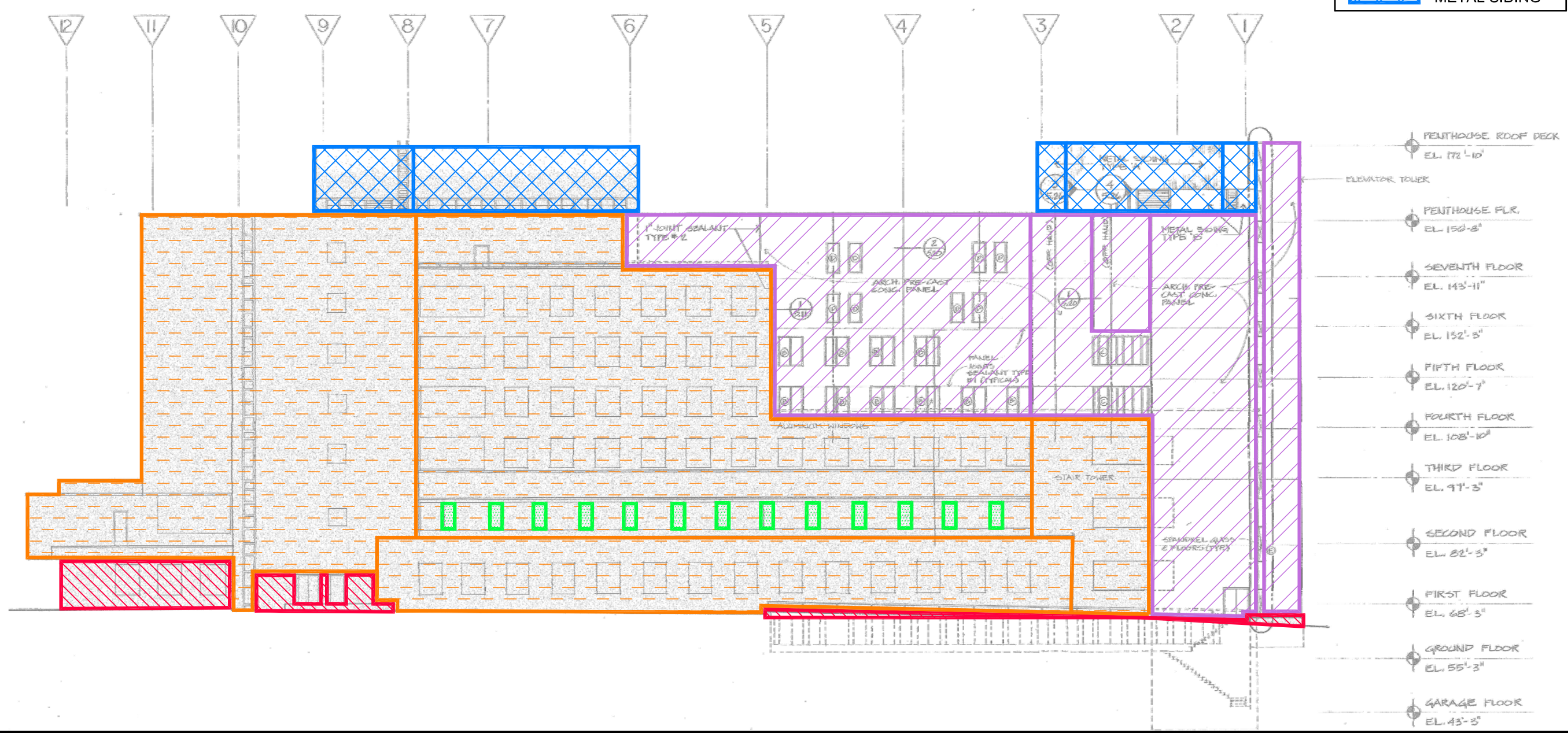
Scale: AS NOTED Date: 05/09/19

Sheet Name:
NORTH ELEVATION

Sheet Number:
A200

CLADDING KEY

-  GRANITE
-  BLUESTONE
-  PRECAST CONCRETE
-  LIMESTONE
-  METAL SIDING



NORTH ELEVATION - DOTY STREET
Not to Scale

Tag	Issuance / Revision	Date

Set Type:
WORKING DRAWINGS

Drawn By: JP Checked By: DLM Project Number: 18A0096






Scale: AS NOTED Date: 05/09/19

Sheet Name:
EAST ELEVATION

Sheet Number:

A201

CLADDING KEY

-  GRANITE
-  BLUESTONE
-  PRECAST CONCRETE
-  LIMESTONE
-  METAL SIDING



EAST ELEVATION - MARTIN LUTHER KING DRIVE
Not to Scale

Tag	Issuance / Revision	Date

Set Type:
WORKING DRAWINGS

Drawn By: JP Checked By: DLM Project Number: 18A0096






Scale: AS NOTED Date: 05/09/19

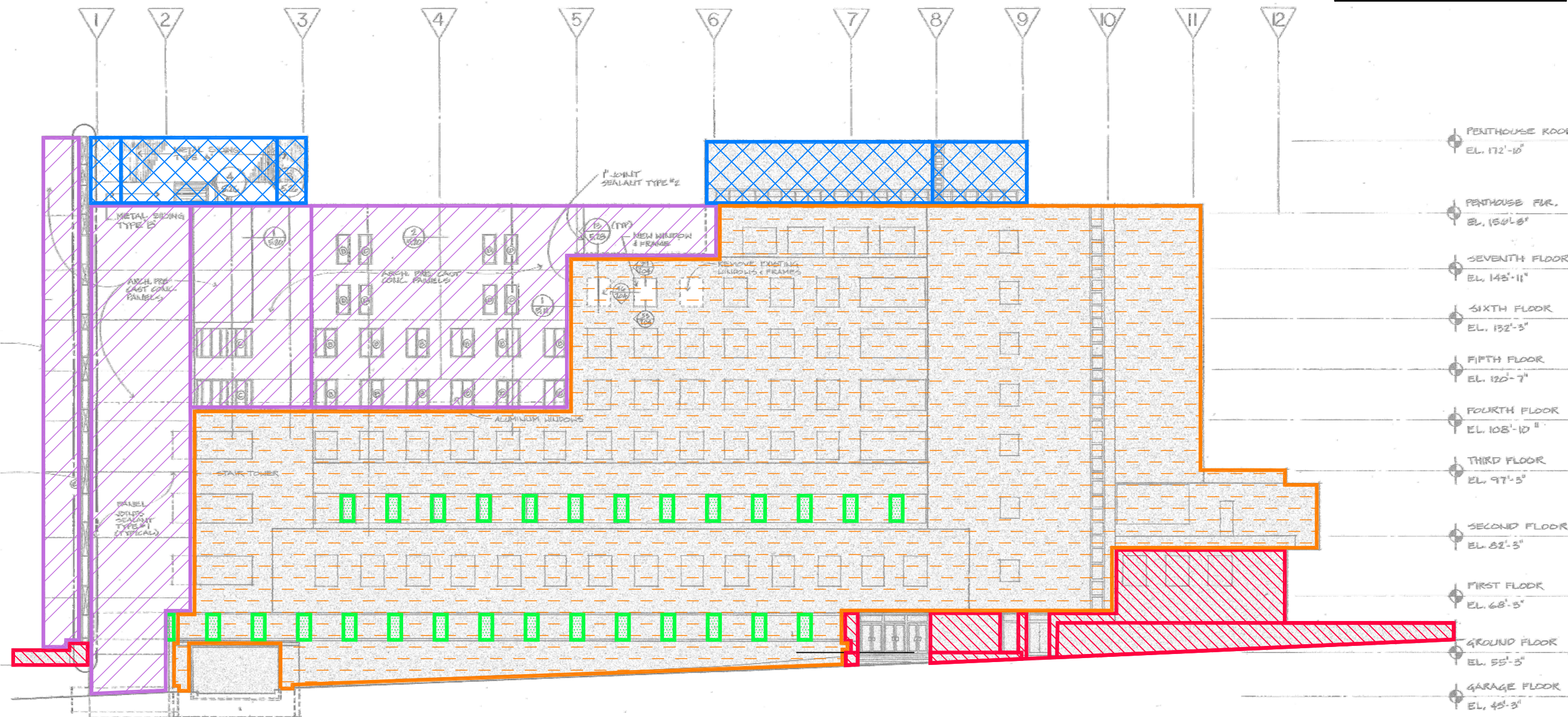
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SOUTH ELEVATION

Sheet Number:

A202

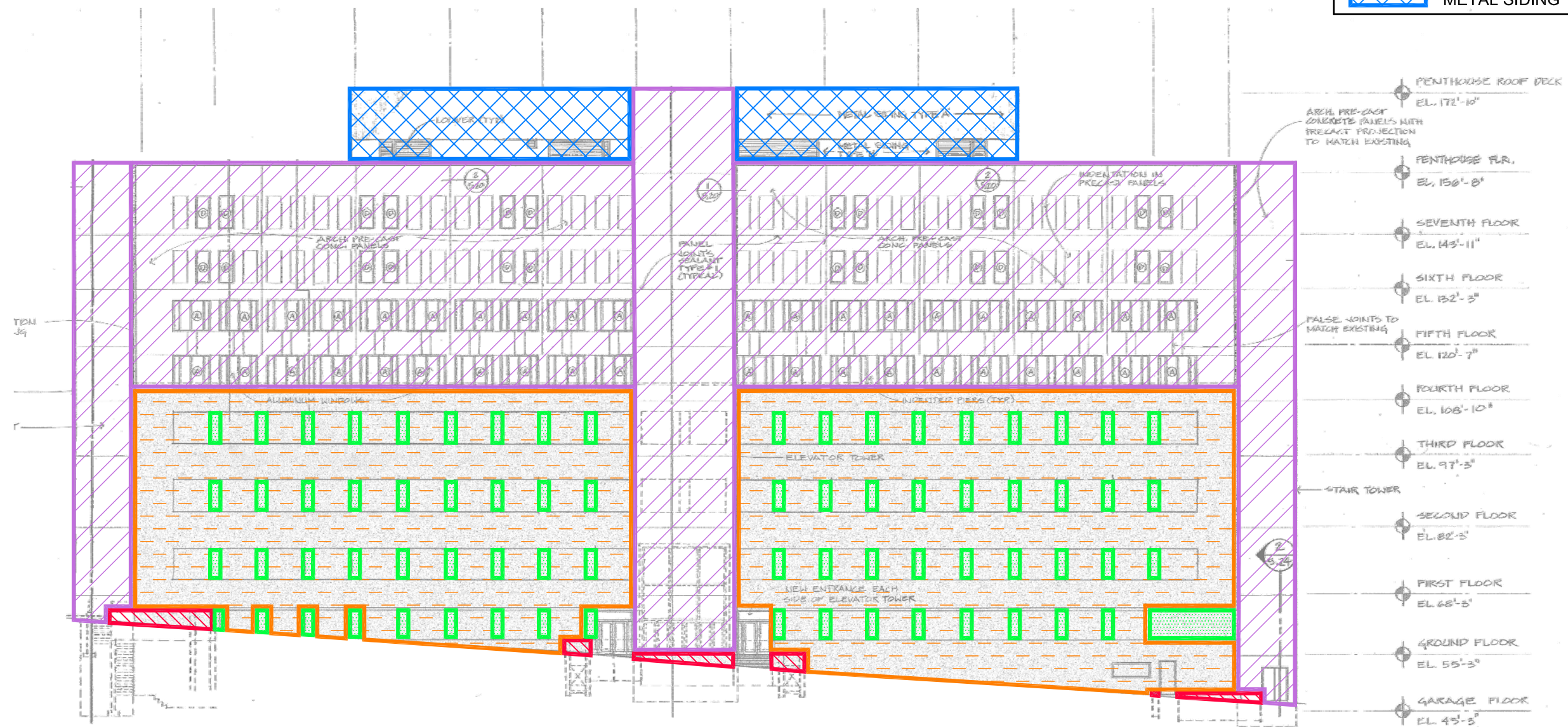
CLADDING KEY

-  GRANITE
-  BLUESTONE
-  PRECAST CONCRETE
-  LIMESTONE
-  METAL SIDING



SOUTH ELEVATION - WILSON STREET
Not to Scale

CLADDING KEY	
	GRANITE
	BLUESTONE
	PRECAST CONCRETE
	LIMESTONE
	METAL SIDING



Project:
CITY COUNTY BUILDING MASONRY ASSESSMENT
for
DANE COUNTY

210 Martin Luther King Dr.
Madison, WI 53703

Tag	Issuance / Revision	Date

Set Type:
WORKING DRAWINGS

Drawn By: JP | Checked By: DLM | Project Number: 18A0096

Scale: AS NOTED | Date: 05/09/19

Sheet Name:
WEST ELEVATION

Sheet Number:

A203

WEST ELEVATION - CARROLL STREET
Not to Scale

1