

RFB NO. 316005



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. 316005 2016 RESTORATION CAPITOL SQUARE SOUTH PARKING RAMP 113 SOUTH HENRY STREET MADISON, WISCONSIN

Due Date / Time: **TUESDAY, MAY 3, 2016 / 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:

SCOTT CARLSON, PROJECT MANAGER
TELEPHONE NO.: 608/266-4179
FAX NO.: 608/267-1533
E-MAIL: CARLSON.SCOTT@COUNTYOFDANE.COM

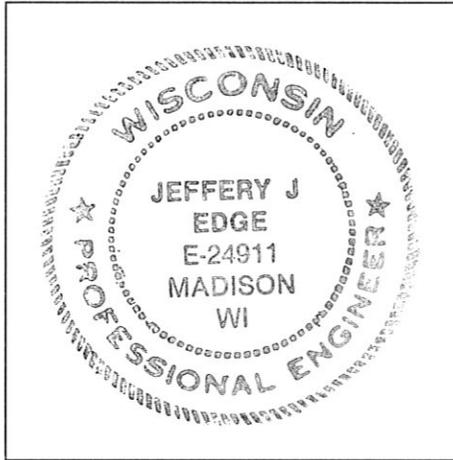
SEALS PAGE

BID NO. 316005

PROJECT: CAPITOL SQUARE SOUTH PARKING RAMP - 2016 RENOVATION
CAPITOL SQUARE SOUTH PARKING RAMP

STRUCTURAL ENGINEER

I hereby certify that this drawing, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Wisconsin.



Dated: April 12, 2016


Jeffrey J. Edge - Registration No. E-24911

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LEGAL NOTICE

INVITATION TO BID

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

2:00 P.M., TUESDAY, MAY 3, 2016

REQUEST FOR BIDS NO. 316005

2016 RESTORATION

CAPITOL SQUARE SOUTH PARKING RAMP

113 SOUTH HENRY STREET

MADISON, WISCONSIN

Dane County is inviting Bids for construction services consisting of repairs or replacement of cast-in-place concrete slab & beam. 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 April 12, 2016** by downloading it from countyofdane.com/pwbids. Please call Scott Carlson, Project Manager, at 608/266-4179, or our office at 608/266-4018, for any questions or additional information.

All Bidders must be a registered vendor with Dane County & pay an annual registration fee & must be pre-qualified as a Best Value Contractor before award of Contract. Complete Vendor Registration Form at danepurchasing.com/Account/Login? or obtain one by calling 608/266-4131. Complete Pre-qualification Application for Contractors at countyofdane.com/pwht/BVC_Application.aspx or obtain one by calling 608/266-4029.

A pre-bid facility tour will be held April 26, 2016 at 1:00 p.m. at Capitol Square South Parking Ramp, starting at the service door entry on Henry St. Bidders are strongly encouraged to attend this tour.

PUBLISH: APRIL 12 & 19, 2016 - WISCONSIN STATE JOURNAL
APRIL 12 & 19, 2016 - THE DAILY REPORTER



DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive
Joseph T. Parisi

1919 Alliant Energy Center Way ♦ Madison, Wisconsin 53713
Phone: (608) 266-4018 ♦ FAX: (608) 267-1533

Commissioner / Director
Gerald J. Mandli

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 possess all technical qualifications and resources, including equipment, personnel and financial resources, necessary to perform the work required for any project or obtain the same through the use of responsible, 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 precertified 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 Jan Neitzel Knox 608-266-4029).	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

Date

Printed or Typed Name and Title

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

REMEMBER!

Return all to forms and attachments, or questions to:

JAN NEITZEL KNOX
EMAIL: NEITZEL-KNOX@COUNTYOFDANE.COM
OFFICE: (608)266-4029, 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 April 26, 2016 at 1:00 p.m. at the Ramp, starting at the service door entry on Henry St. Attendance by all bidders is optional, however bidders and subcontractors are strongly encouraged to attend.
- D. 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 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 Engineer 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 Engineer or designee all such information and data for this purpose as County's Public Works Project Engineer 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 a 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. Bidder shall carefully read requests for Alternate Bids, and thoroughly examine Drawings and Specifications to determine extent various changes and conditions will affect Bid.
- B. Space is provided in Bid Form for requested Alternate Bids. Failure to submit bid for any requested Alternate Bids may result in rejection of entire Bid.

- C. Bidder shall state amount to be added / subtracted to Base Bid for providing alternates, including all incidentals, omissions, additions, and adjustments as may be necessary or required by such changes. If there is no difference in price, Bidder shall state, "No Change".
- D. Descriptions of requested Alternate Bids are as set forth in Construction Documents.

16. INFORMATIONAL BIDS

- A. Not Applicable.

17. UNIT PRICES

- A. 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. This work will be accomplished by Owner or will be let under separate contracts and will not be included under this Contract:
 - 1. Third-party testing for concrete used in restoration.

20. SPECIAL HAZARDS COVERAGE

- A. Not Applicable.

FORM A

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

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

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

BIDDER INFORMATION

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

FORM B

Page ___ of ___

DANE COUNTY

(Copy this Form as necessary to provide complete information)

EMERGING SMALL BUSINESS REPORT - INVOLVEMENT

COMPANY NAME: _____

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

ESB NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE NO & EMAIL.: _____

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

ESB NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE NO & EMAIL.: _____

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

FORM C

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. 316005

**PROJECT: 2016 RESTORATION
CAPITOL SQUARE SOUTH PARKING RAMP**

**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 - UNIT PRICING

Dane County is inviting Bids for construction restoration & repair services primarily consisting of concrete removal and replacement at the underside of concrete slabs & beams on south half of Levels 4 & 5, & north half of Level 6 & center bay of Level 7. Additional construction services include Level 7 trench drain removal & replacement, & concrete repair work at topside around new drain area. 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 unit pricing as follows:

Restoration Work (Section 01 15 10 has numeric task correlations; quantities are estimated):

- 1. 5680 sq.ft. - repair concrete: slab bottom & beams: @ \$ _____/sq.ft. = \$ _____
- 2. 200 sq.ft. - repair concrete: vertical surfaces: @ \$ _____/sq.ft. = \$ _____

Total: \$ _____
Numeric Price

_____ and _____ /100 Dollars
Written Price

The undersigned agrees to add the alternate(s) portion of the Work as described, for the following addition(s) to or subtraction(s) from the Base Bid, as stipulated below.

ALTERNATE BID 1 - UNIT PRICING:

Add price for providing concrete removal and replacement at underside of concrete slabs and beams on the south half of Levels 2 and 3.

Restoration Work (Section 01 15 10 has numeric task correlations; quantities are estimated):

1. 840 sq.ft. - repair concrete: slab bottom & beams: @ \$ _____/sq.ft. = \$ _____

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

_____ and _____ /100 Dollars
Written Price

ALTERNATE BID 2 - UNIT PRICING:

Add price for providing trench drain removal and replacement, and concrete repair work at topside of slab around new drain area; at the north east corner of Level 7.

Restoration Work (Section 01 15 10 has numeric task correlations; quantities are estimated):

3. 21 lin.ft. - remove & replace trench drain: @ \$ _____/lin.ft. = \$ _____

4. 840 sq.ft. - repair concrete: top of slab: @ \$ _____/sq.ft. = \$ _____

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

_____ and _____ /100 Dollars
Written Price

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 Public Works, Highway & Transportation must have this project completed by September 30, 2016. Assuming this Work can be started by June 14, 2016, 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 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

BIDDERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

Any person bidding on any County contract must be registered with the Dane County Purchasing Division & pay an annual registration fee. A contract will not be awarded to an unregistered vendor. Obtain a *Vendor Registration Form* by calling 608/266-4131 or complete a new form or renewal online at:

www.danepurchasing.com/registration

DANE COUNTY BEST VALUE CONTRACTING PRE-QUALIFICATION

Contractors must be pre-qualified as a Best Value Contractor with the Dane County Public Works Engineering Division before the award of contract. Obtain a *Best Value Contracting Application* by calling 608/266-4018 or complete one online at:

www.countyofdane.com/pwht/BVC_Application.aspx

EQUAL BENEFITS REQUIREMENT

By submitting a Bid, the contractor acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. Equal Benefits Compliance Payment Certification shall be submitted with final pay request. For more information:

www.danepurchasing.com/partner_benefit.aspx

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.nlrb.gov and werc.wi.gov.

For reference, Dane County Ordinance 25.11(28)(a) is as follows:
(28) 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 purchasing manager 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.

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COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. _____ Bid No. 316005

Authority: 2015 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 Assistant Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide 2016 Restoration at Capitol Square South Parking Ramp including Alternate Bid[s] X, Y & Z (if applicable) ("the Project"); and

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

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 JSD Professional Services, Inc. (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 comply with provisions of Chapter 25.016 of the Dane County Code of Ordinances, which pertains to domestic partnership benefits.

7. 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.

8. CONTRACTOR agrees that all persons employed by CONTRACTOR or any subcontractor shall be paid no less than the minimum wage established under Chapter 40, Subchapter II, Dane County Code of Ordinances. CONTRACTOR agrees to abide by and comply with the provisions of Chapter 40, Subchapter II of the Dane County Code of Ordinances, and said Subchapter is fully incorporated herein by reference.

9. 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.

10. 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.

11. 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

Company: _____

(Corporate Seal)

SURETY

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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

EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION FORM

PURPOSE

25.016(8) of the Dane County Ordinance requires that each contractor receiving payment for contracted services must certify that he or she has complied fully with the requirements of Chapter 25.016 “Equal Benefits Requirement” of the Dane County Ordinances. Such certification must be submitted prior to the final payment on the contract.

This form should be included with a copy of the final contract invoice forwarded to your contract representative at Dane County.

CERTIFICATION

I, _____ certify that
Printed or Typed Name and Title

Printed or Typed Name of Contractor

has complied fully with the requirements of Chapter 25.016 of the Dane County Ordinances “Equal Benefits Requirements”.

Signed _____

Date _____

For questions on this form, please contact Chuck Hicklin at 608-266-4109 or your contract representative at Dane County.

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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 time 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 shall pay all Sales, Consumer, Use and other similar taxes required by law.
- 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. If Wisconsin Prevailing Wage Rate Determination is required for this Work, use "Prime Contractor Affidavit of Compliance with Prevailing Wage Rate Determination" and "Agent or Subcontractor Affidavit of Compliance with Prevailing Wage Rate Determination" (if applicable). If Wisconsin Prevailing Wage Rate Determination is not required for this Work, use "Dane County, Wisconsin Contractor Wage Affidavit". Forms of such affidavits are included in Supplementary Conditions.

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. Contractor agrees to provide same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or cash equivalent if such benefit cannot reasonably be provided. Contractor agrees to make available for County inspection Contractor's payroll records relating to employees providing services on or under this Contract or subcontract. If any payroll records of Contractor contain any false, misleading or fraudulent information, or if Contractor fails to comply with provisions of Chapter 25.016, Dane County Ordinances, contract compliance officer may withhold payments on Contract; terminate, cancel or suspend Contract in whole or in part; or, after due process hearing, deny Contractor right to participate in bidding on future County contracts for period of one year after first violation is found and for period of three years after second or subsequent violation is found.

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.
- E. Submit required affidavit(s) to Department of Public Works, Highway & Transportation, as requested and with final application for payment for work under said contract. Affidavit(s) shall clearly indicate name, trade or occupation, and paid wages of every laborer, worker or mechanic employed by Contractor and all subcontractors during billing period including accurate record of number of hours worked by each employee and actual wages paid as stipulated in Wisconsin Statute 66.0903. If Wisconsin Prevailing Wage Rate Determination is required for this Work, use "Prime Contractor Affidavit of Compliance with Prevailing Wage Rate Determination" and "Agent or Subcontractor Affidavit of Compliance with Prevailing Wage Rate Determination" (if applicable). If Wisconsin Prevailing Wage Rate Determination is not required for this Work, use "Dane County, Wisconsin Contractor Wage Affidavit". Forms of such affidavits are included in Supplementary Conditions.

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 \$500,000 or less. Therefore, if project completed value is more than \$500,000, 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 project Engineer for approval.


AIA Document G702™ – 1992

Application and Certificate for Payment

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

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: _____

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

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.

AIA Document G702™ – 1992, Copyright © 1963, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 010711A0204

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								

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 G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA™ Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA™ Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 10-030454

2. PREVAILING WAGE RATE DETERMINATION

- A. A prevailing wage rate determination (PWRD) may be required on this project depending on the total project cost. A PWRD is not required if the total bid is below \$100,000. If the bid is \$100,000 or more, the Contractor shall apply the PWRD. The PWRD shall also be applied if the bid is a single trade project for \$48,000 or more. A single trade project is one in which no single trade accounts for eighty-five percent (85%) or more of the total labor cost of the project.
- B. These supplements shall modify, delete, and / or add to General Conditions of Contract. Where any article, paragraph, or subparagraph in General Conditions of Contract is supplemented by one of these paragraphs, provisions of such article, paragraph, or subparagraph shall remain in effect and supplementary provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in General Conditions of Contract is amended, voided, or superseded by any of these paragraphs, provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.
 - 1. General Conditions of Contract Article 47, "Minimum Wages", paragraph B. Following Prevailing Wage Rate Determination No. 201601206 is added to General Conditions of Contract.
- C. These State of Wisconsin forms, hereinafter set forth in this section, shall be filled out and submitted to Department of Public Works, Highway & Transportation:
 - 1. Disclosure of Ownership (ERD-7777)

2. Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-5724)
 3. List of Agents and Subcontractors (Page 2 - ERD-5724)
 4. Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-10584)
 5. List of Agents and Subcontractors (Page 2 - ERD-10584)
 6. Request To Employ Subjourneyperson (ERD-10880)
- D. At a minimum, these wage rates must be displayed in a place where all workers can access them, but not inside the job trailer. If this isn't easily done based on job conditions, the State requires they be displayed at a library or other public building.

State of Wisconsin Department of Workforce Development Equal Rights Division	DEPARTMENTAL ORDER
ISSUE DATE: 4/8/2016	
PROJECT:	
2016 RESTORATION MADISON CITY, DANE COUNTY, WI Determination No. 201601206 [Owner Project No. 316005]	
PROJECT OWNER:	REQUESTER:
SCOTT CARLSON, PROJECT ENGINEER DANE COUNTY PUBLIC WORKS 1919 ALLIANT ENERGY CENTER WAY MADISON, WI 53713	SCOTT CARLSON, PROJECT ENGINEER DANE COUNTY PUBLIC WORKS 1919 ALLIANT ENERGY CENTER WAY MADISON, WI 53713
ADDITIONAL CONTACT:	NOTE: The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.
<p>The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.</p> <p>If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), Stats., or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.</p> <p>Enclosures</p>	
<p>It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a FINAL ORDER of the department unless a timely request for an administrative review is filed with the department.</p> <p>ISSUED BY:</p> <p style="text-align: center;"> Equal Rights Division Labor Standards Bureau Construction Wage Standards Section P.O. Box 8928, Madison, WI 53708-8928 (608)266-6861 </p> <p style="text-align: center;"> Web Site: http://dwd.wisconsin.gov/er/ </p>	

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 4/8/2016

DETERMINATION NUMBER: 201601206

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2016. If NOT, You MUST Reapply.

PROJECT NAME: 2016 RESTORATION
PROJECT NO: 316005

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: DANE COUNTY PUBLIC WORKS

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place **on the site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

The following statutory provisions apply to local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.

s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.

(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

s. 66.0903 (11) LIABILITY AND PENALTIES.

(a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.

2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.

3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.

5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

BUILDING OR HEAVY CONSTRUCTION

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
102	Boilermaker	33.35	28.29	61.64
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.86	20.03	52.89
104	Cabinet Installer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
107	Cement Finisher	33.15	16.40	49.55
108	Drywall Taper or Finisher	29.97	20.08	50.05
109	Electrician Future Increase(s): Add \$1.25/hr on 6/1/16. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.75	19.97	55.72
110	Elevator Constructor	46.05	27.09	73.14
111	Fence Erector	18.72	5.78	24.50

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
112	Fire Sprinkler Fitter	36.78	19.97	56.75
113	Glazier	38.27	14.42	52.69
114	Heat or Frost Insulator	33.53	27.31	60.84
115	Insulator (Batt or Blown) Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
116	Ironworker	32.50	20.58	53.08
117	Lather	32.72	16.00	48.72
118	Line Constructor (Electrical)	40.81	18.06	58.87
119	Marble Finisher	25.72	18.54	44.26
120	Marble Mason	32.82	18.67	51.49
121	Metal Building Erector	22.40	6.27	28.67
122	Millwright Future Increase(s): Add \$1.47/hr on 6/1/2016.	34.79	17.17	51.96
123	Overhead Door Installer	31.93	13.39	45.32
124	Painter	26.70	16.65	43.35
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.56	17.12	50.68
127	Pipeline Fuser or Welder (Gas or Utility)	44.20	18.26	62.46
129	Plasterer	32.82	18.81	51.63
130	Plumber	38.82	18.02	56.84
132	Refrigeration Mechanic	45.55	18.71	64.26
133	Roofer or Waterproofer	29.65	1.71	31.36
134	Sheet Metal Worker	35.55	24.67	60.22
135	Steamfitter	45.55	18.71	64.26
137	Teledata Technician or Installer	22.50	12.74	35.24
138	Temperature Control Installer	34.97	19.67	54.64
139	Terrazzo Finisher	25.72	18.54	44.26

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
140	Terrazzo Mechanic Future Increase(s): Add \$1.60 on 06/06/2016	33.98	18.96	52.94
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter Future Increase(s): Add \$1.45/hr on 6/06/2016.	31.59	19.61	51.20
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.86	20.03	52.89
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72
147	Siding Installer	17.00	6.71	23.71
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	20.41	57.14
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	25.00	12.55	37.55

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	33.69	19.78	53.47
203	Three or More Axle	18.25	21.61	39.86
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
205	Pavement Marking Vehicle	18.25	21.61	39.86
207	Truck Mechanic	18.25	21.61	39.86

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$1.00/hr for certified welder and pipelayer; Add \$.25/hr for mason tender.	25.81	15.63	41.44
302	Asbestos Abatement Worker	17.00	4.22	21.22
303	Landscaper	21.90	9.83	31.73
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.83	18.39	39.22
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96
315	Final Construction Clean-Up Worker	29.01	7.20	36.21

**HEAVY EQUIPMENT OPERATORS
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/3/2016.	35.22	20.38	55.60
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add \$1.25/hr on 1/1/2017.	39.20	23.09	62.29
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

**HEAVY EQUIPMENT OPERATORS
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s):	37.67	20.38	58.05

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
	Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.			
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.	36.42	20.38	56.80
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.60/hr on 6/3/2016.	35.22	20.38	55.60
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	31.99	20.38	52.37
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 5/30/2016.	37.04	22.44	59.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	33.82	20.30	54.12
516	Fiber Optic Cable Equipment	29.50	0.68	30.18

SEWER, WATER OR TUNNEL CONSTRUCTION
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Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

SKILLED TRADES

CODE	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	32.82	18.67	51.49
105	Carpenter	32.72	16.00	48.72
107	Cement Finisher Future Increase(s): Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.97	17.85	53.82
109	Electrician	52.00	1.50	53.50
111	Fence Erector	18.72	5.78	24.50
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	18.06	58.87
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver	33.24	16.00	49.24
130	Plumber Future Increase(s): Add \$1.50 on 6/1/16	39.95	19.45	59.40
135	Steamfitter	44.20	18.26	62.46
137	Teledata Technician or Installer	22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49
144	Underwater Diver (Except on Great Lakes)	31.00	20.43	51.43
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	19.00	0.00	19.00
203	Three or More Axle	19.00	0.00	19.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	33.69	19.78	53.47
205	Pavement Marking Vehicle	19.00	0.00	19.00
207	Truck Mechanic	19.00	0.00	19.00

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	27.18	15.64	42.82
303	Landscaper	41.00	0.00	41.00
304	Flagperson or Traffic Control Person	20.92	14.80	35.72
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96

**HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Premium Increase(s): Add \$.25/hr for operating tower crane.	38.09	20.80	58.89
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.60/hr on 6/3/2016.	35.22	20.38	55.60
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	33.69	21.75	55.44
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	31.99	20.38	52.37
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.99	19.78	50.77
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION
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Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

SKILLED TRADES

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	32.82	18.67	51.49
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
107	Cement Finisher Future Increase(s): Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.97	17.85	53.82
109	Electrician Future Increase(s): Add \$1.25/hr on 6/1/16. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.75	19.97	55.72
111	Fence Erector	18.72	5.78	24.50
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	18.06	58.87
124	Painter	26.70	16.65	43.35
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.56	17.12	50.68

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
133	Roofer or Waterproofer	29.65	1.71	31.36
137	Teledata Technician or Installer	22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	18.00	0.00	18.00
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
205	Pavement Marking Vehicle	18.00	0.00	18.00
206	Shadow or Pilot Vehicle	18.00	0.00	18.00
207	Truck Mechanic	18.00	0.00	18.00

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	26.34	15.17	41.51

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
303	Landscaper Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	30.67	15.65	46.32
304	Flagperson or Traffic Control Person	20.92	14.80	35.72
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96

**HEAVY EQUIPMENT OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.	37.67	20.38	58.05

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
542	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx.</p>	37.77	21.85	59.62
543	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx.</p>	37.27	21.85	59.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx .	37.27	21.85	59.12
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	31.62	19.78	51.40
546	Fiber Optic Cable Equipment.	29.50	0.68	30.18
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87

550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87
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**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	36.67	19.78	56.45
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx .	37.77	21.85	59.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.	36.17	19.19	55.36
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
556	Fiber Optic Cable Equipment.	29.50	0.68	30.18

***** END OF RATES *****

The documents following the Prevailing Wage Rate Determination consist of twenty pages (including this one) of various forms/documents that will be used throughout the completion of the project. This prevailing wage rate determination and its underlying legal requirements outlined in the attached documents apply for the life of this project even though work on the project continues into 2017 or beyond. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

ERD Form Number	Form Name	Party Who Uses the Form	Pages
	July 2015 description of recent changes to Wisconsin's prevailing wage laws resulting from enactment of the 2015-17 State Budget Bill.		1
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
16056	Post the White Sheet	Contracting agency	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	4
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Additional General Prevailing Wage Law Information	General information for public entity or any other interested party	3

02/16/2016

THE 2015-17 BUDGET BILL MADE SIGNIFICANT CHANGES TO WISCONSIN'S PREVAILING WAGE LAWS. HOWEVER, THOSE CHANGES DO NOT GO INTO EFFECT UNTIL JANUARY 1, 2017.

During calendar year 2016, DWD will continue to enforce prevailing wage laws for local governmental unit and state agency public works projects under current prevailing wage laws.

2015 Wisconsin Act 55 (the budget bill) repealed the state prevailing wage law for **local governmental units** such as villages, towns, cities, school districts, or sewerage districts effective January 1, 2017. However, if a local governmental unit:

- issues a Request for Bids before January 1, 2017, for a project of public works that is subject to bidding or,
- enters into a contract before January 1, 2017, for a project of public works that is not subject to bidding,

then those public works projects are subject to the current prevailing wage law (§66.0903, Wis. Stats.) through the life of the project. Projects of public works with prevailing wage project determinations issued prior to 2017 continue to be subject to the current prevailing wage law through the life of the project even though the project may have work going on in 2017 or subsequent years.

Contractors working on local governmental unit projects with prevailing wage rate determinations must continue to pay employees the appropriate prevailing wage and maintain required prevailing wage payroll records. For instance, if a contractor is working in 2018 on a public works project with a project determination issued prior to 2017, then the contractor is required to comply with the "old" prevailing wage rate law (§66.0903, Wis. Stats.). After January 1, 2017, DWD will continue to enforce prevailing wage requirements for projects with DWD prevailing wage determinations issued under the "old" prevailing wage laws (§§ 66.0903 & 103.49, Wis. Stats.).

For new public works projects starting on January 1, 2017, state prevailing wage law will only apply to **state agency** and **state highway** projects. Prevailing wage rates applicable to state agencies will be those issued by the U.S. Department of Labor under the Davis-Bacon Act, 40 U.S.C. 3142. The Wisconsin Department of Administration will enforce the new state agency prevailing wage law (§16.856, Wis. Stats.) and the Wisconsin Department of Transportation will continue to enforce prevailing wage on state highway projects (under a law renumbered as §84.062, Wis. Stats.).

PREVAILING WAGE – Public Entity Project Owners

Any public works project that has a total estimated project cost that equals or exceeds single-trade or multiple-trade project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage law that applies to local governmental units is §66.0903, Wis. Stats. The prevailing wage law that applies to state agencies is §103.49, Wis. Stats. The applicable administrative rules for all public entities are DWD 290 and DWD 294, Wis. Adm. Code.

Thresholds

- A “single-trade project of public works” means a project in which a single trade accounts for 85% or more of the total labor cost of the project. The single trade threshold is \$48,000.
- A “multiple-trade project of public works” means a project in which no single trade accounts for 85% or more of the total labor cost of the project.
- (a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).
 - (b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for •a city or village with a population less than 2500 or •a town.

A local governmental unit or state agency that has a public works project that equals or exceeds the prevailing wage thresholds must do all of the following:

- Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm
To avoid waiting for a project determination use the on-line application system that permits the user to generate a determination immediately and save all documents in PDF form to the user’s computer. Use this project determination on line application at the following address:

http://dwd.wisconsin.gov/er/prevaling_wage_rate/pw_online_determinations.htm

- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.
- Include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each prime contractor.
- Award contracts to contractors who do *not* appear on the “Consolidated List of Debarred Contractors.”
- Notify contractors that they are required to have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the prevailing wage project.
- Post the prevailing wage rate determination on the project site. (This document is often referred to as “the white sheet.”)
- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

If the total estimated cost of the project exceeds the prevailing wage thresholds, a local governmental unit or state agency also must obtain a prevailing wage rate determination under the following circumstances:

- when a completed facility is leased, purchased, lease-purchased or otherwise acquired by or dedicated to a public entity in lieu of the public entity contracting for the project,
- when one public entity does work for another public entity,
- when a *private* entity will construct a road, street, bridge, sanitary sewer or water main project and dedicate it to a local governmental unit or the state for its ownership or maintenance (except for some residential subdivisions).

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevaling_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

POST THE WHITE SHEET

As the public entity receiving this prevailing wage rate determination, YOU ARE REQUIRED by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.

[See, Wis. Admin. Code §DWD 290.12(1)]

Posting the white sheet inside the general contractor's trailer does not meet this requirement. That placement is not available/accessible to all workers and is not a location over which you have control.

If you have questions about posting, please call (608)266-6861 and ask for prevailing wage intake.

State of Wisconsin - Department of Workforce Development

This list has been prepared in accordance with the provisions of §§66.0903(12) and 103.49(7), Wis. Stats., and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Jim Chiolino, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3345. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
A-1 Duran Roofing & Insulation Services, Inc.	3700 N Fratney St Milwaukee, WI 53212	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
	or 8095 NW 64 th St Miami, FL 33166					
Abel, Mike	See, Abel Electric, Inc					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/15	1	2011	None
Alpha Electric, LLC	350 Business Park Dr Sun Prairie, WI 53590	8/1/15	7/31/18	4	2014	None
Arnie Christiansen Mason Contractors, LLC	2304 65 th Dr Franksville, WI 53126	9/1/14	8/31/16	1, 2 and 4	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Bickel, Matthew	See, Peshtigo Asphalt, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Brechtl, Mark G	See, Ecodec, Inc					

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, WI 54603	3/1/14	2/28/17	1 and 2	2011	None
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Christiansen, Andy	See, Arnie Christiansen Mason Contractors, LLC					
Christiansen, Arnold	See, Arnie Christiansen Mason Contractors, LLC					
Darnick, Gregory L	See, Darnick Trucking, LLC					
Darnick Trucking, LLC	W914 County Rd V Berlin, WI 54923	11/1/14	10/31/15	1, 2 and 4	2012 & 2013	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Duran, Bernardo	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ecodec, Inc	5106 Wintergreen Dr Madison, WI 53704	10/1/14	9/30/17	1	2011 & 2012	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008- 2010	None
Froode, Kathleen M	See, Masonry Specialists II, LLC					
Galstad, Michael E (aka Michael Earl Galstad)	See, Cargill Heating and Air Conditioning Company, Inc					

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Gjolaj, Ded	See, Horizon Bros Painting Corp					
Grade A Construction, Inc	157 Enterprise Rd Delafield, WI 53018	1/1/16	12/31/19	1, 2 and 4	2014	None
Horizon Bros Painting Corp	1053 Kendra La Howell, MI 48843	10/1/14	9/30/16	4	2012	None
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/12	5/31/15	1, 2 and 4	2007 & 2008	None
Jinkins, Richard	See, Castlerock Commercial Construction, Inc					
John's Concrete	See, Wagner Companies, Inc, dba John's Concrete					
Kott, Joseph J	See, Alpha Electric, LLC					
Masonry Specialists II, LLC	5109 Briarwood Ct Racine, WI 53402	8/1/15	7/31/18	4	2014	None
Mid-W Enterprises, Inc	1730 22 nd Avenue Kenosha, WI 53140	6/1/15	5/31/17	1, 2 and 4	2013	None
Midwest Construction Co, Inc	See, Mid-W Enterprises, Inc					
Oden, Cassie	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Peret, Robert	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Peshigo Asphalt, Inc	W3895 Track La Peshigo, WI 54157	3/1/16	2/28/17	1	2013- 2014	None
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006- 2008	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008	None
RRS2 Inc.	133 N Jackson St, #427 Milwaukee, WI 53202 or 1313 N Franklin Pl, #805 Milwaukee, WI 53202	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
Thull, Gerald T	See, JT Roofing, Inc					
Ventura, Robert	See, Mid-W Enterprises, Inc					
Wagner, Cory L	See, Wagner Companies, Inc					
Wagner Companies, Inc, dba John's Concrete	2063 Georgia Ave Racine, WI 53404	8/1/15	7/31/18	1	2013	None
Yaresh, Kathleen R	See, Grade A Construction, Inc					

Cause Code: 1 = Failure to Pay Straight Time 2 = Failure to Pay Overtime 3 = Kickback 4 = Payroll Records.

PREVAILING WAGE – Contractors

Any public works project that has a total estimated project cost that equals or exceeds prevailing wage project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors are §§66.0903 and 103.503, Wis. Stats. The prevailing wage laws that apply to state agencies and their contractors are §§103.49 and 103.503, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

Any contractor or subcontractor working on a local governmental unit or state agency's public works project that equals or exceeds current prevailing wage project thresholds must do all of the following:

- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the project.

- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.
- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.
- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.
- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.
- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
 - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Authorized Officer Signature	Date Signed		
Corporation, Partnership or Sole Proprietorship Name			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
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Street Address			Street Address		
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Telephone Number			Telephone Number		
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Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

If you have any questions call (608) 266-6861

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, Section 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of _____))SS County Of _____)	Project Name		
	DWD Determination Number	Project Number (if applicable)	
	Date Determination Issued	Date of Subcontract	
	Awarding Contractor		
	Date Work Completed		

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- **I have** fully complied with the entire wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address or PO Box	City	State	Zip Code	Telephone Number ()
Print Name of Authorized Officer			Date Signed	
Authorized Officer Signature				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
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Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		

If you have any questions call (608) 266-6861

Request to Employ Subjourneyperson

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes). The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related qualifications to enable such employer to use a subjourneyperson(s) on the following prevailing wage project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

1. Name of Project Appearing on the Project Determination			
County	City, Village or Town		
DWD Project Determination Number	Project Number (if applicable)		
2. Job Classification(s) for which you request a subjourney rate (i.e., carpenter, electrician, plumber, etc.)			
a.	b.		
c.	d.		
3. Employer Name (Print)			
Requester Name (Print)		State	Zip Code
Address		City	
Telephone Number ()		Requester Title	
Email address (if you prefer to receive your response via email)		Fax Number (if you prefer to receive your response via fax) ()	

READ CAREFULLY: I understand that this request is ONLY applicable to the project and job classification(s) listed above and that subjourney employees primarily work under the direction of and assist a skilled trade employee by frequently using the tools of a skilled trade and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work of a different trade or occupation, he/she will be compensated for such work at the applicable journeyperson prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD.

Requester Signature	Date Signed
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MAIL the completed request to:
 EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU
 PO BOX 8928, MADISON WI 53708

OR

FAX the completed request to: (608) 267-4592 / DO NOT e-mail your request.
 Call (608) 266-6861 for assistance in completing this form.

ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION

(This document updated July 2015)

NOTE: Recent prevailing wage law changes enacted by the 2015-17 Budget Bill (2015 Wisconsin Act 55) do not go into effect until calendar year 2017.

For prevailing wage laws and frequently asked questions, refer to the prevailing wage website at:
http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability	All public entities	Prevailing wage rates do not apply to minor service or maintenance work, warranty work, or work under a supply and installation contract.
Non-applicability: Minor service or maintenance work	Local governmental units & Contractors	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years or that is performed for a TOWN and is not funded under §86.31, regardless of projected life span; • the depositing of gravel on an existing gravel road applied solely to maintain the road; • road shoulder maintenance; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Minor service or maintenance work	State agencies	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Supply & installation contract	All public entities	Supply and installation contract means a contract under which the material is installed by means of simple fasteners or connectors such as screws or nuts and bolts and no other work is performed on the site of the project of public works, and the total labor cost to install the material does not exceed 20 percent of the total cost of the contract.
Non-applicability: Work which a contractor or individual donates to a public entity	All public entities	Prevailing wage laws §§66.0903 & 103.49, Stats., do not apply to work performed on a project of public works for which the local governmental unit or the state or the state agency contracting for the project is not required to compensate any contractor, subcontractor, contractor's or subcontractor's agent, or individual for performing the work.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability: Residential	All public entities	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
Non-applicability: Residential subdivision infrastructure	All public entities	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
Electronic certified payroll record	Contractors	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website was discontinued effective July 1, 2011. Contractors are still required to maintain payroll records and provide them upon request from DWD &/or the project owner.
Payroll record inspection request by any person	Contractors & Complainants	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
Statewide uniformity	Local governmental units	A local governmental unit may not enact & administer a prevailing wage ordinance/provision for public works or publicly funded private construction projects. Any extant laws to that effect are void.
Substance Abuse Testing	Contractors & Workers	Before commencing work on a prevailing wage project, a contractor must have a written substance abuse testing program in place that complies with §103.503, Wis. Stats. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug or under the influence of alcohol while performing work on a prevailing wage project.

Topic	Who's affected	Brief description of requirement under §66.0903 or §103.49
Covered employees	Truck drivers & Other workers & Contractors	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <ol style="list-style-type: none"> 1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle. 2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.

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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. Coordination
 8. Cutting and Patching
 9. Conferences
 10. Progress Meetings
 11. Job Site Administration
 12. Submittal Procedures
 13. Proposed Products List
 14. Shop Drawings
 15. Product Data
 16. Samples
 17. Manufacturers' Instructions
 18. Manufacturers' Certificates
 19. Quality Assurance / Quality Control of Installation
 20. References
 21. Interior Enclosures
 22. Protection of Installed Work
 23. Parking
 24. Staging Areas
 25. Occupancy During Construction and Conduct of Work
 26. Protection
 27. Progress Cleaning
 28. Products
 29. Transportation, Handling, Storage and Protection
 30. Product Options
 31. Substitutions
 32. Starting Systems
 33. Demonstration and Instructions
 34. Contract Closeout Procedures
 35. Final Cleaning
 36. Adjusting
 37. Spare Parts and Maintenance Materials
 38. 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 restoration & repair services primarily consisting of concrete removal & replacement at underside of concrete slabs & beams on south half of levels 4 & 5, & north half of level 6 & center bay of level 7. Additional construction services include Level 7 trench drain removal & replacement, & concrete repair work at topside around new drain area. Only firms with capabilities, experience & expertise with similar projects should obtain this Request for Bids document & submit Bids.
- B. Work by Owner:
 - 1. Third-party testing for concrete used in restoration.
- 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. The Capitol Square South Parking Ramp (CSS), formally known as the Dane County Parking Ramp, is owned and operated by Dane County. The structure was originally constructed with a basement and four elevated levels in 1957. Two levels added in 1963. In plan, the CSS is a three-bay wide structure approximately 263 feet by 188 feet. The supported floor system consists of conventionally reinforced concrete two-way flat slabs supported by wide, flat-shaped conventionally reinforced concrete beams supported by interior and exterior conventionally reinforced concrete columns. There are a total of seven parking levels including the slab-on-grade level. Total parking capacity is approximately 1000 cars. The top level of the parking garage was constructed with a live load capacity of 50 pounds per square foot (psf) plus a 30 psf snow load capacity.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by others and work by Owner.
- B. Confine operation at site to areas permitted by law, ordinance, permit, and Construction Documents.
- C. Do not unreasonably encumber site with materials and equipment.
- D. Do not load structure with weight that will endanger structure.
- E. Assume full responsibility for protection and safekeeping of products stored on premises. Construction equipment, shoring, tools, etc. shall not be stored in areas of Owner's continued use.
- F. Move any stored products which interfere with operations of Owner or other Contractor.
- G. There is no storage for materials outside of Contractor's work area.
- H. Contractor to provide phasing of work to maintain traffic flow through structure, all drive lane work to be divided in half so cars may pass at all times.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit two (2) 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 Engineer for initial approval. Engineer will forward approved copies to Owner who will also approve & process for payment.

1.5 CHANGE PROCEDURES

- A. 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. Alternates quoted on Bid Form shall be reviewed and accepted or rejected at Owner's option.
- B. Coordinate related work and modify surrounding work as required.
- C. Schedule of Alternates:
 - 1. See Bid Form.

1.7 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. Commence work on date to be specified in written Notice to Proceed and to fully complete all work within 90 consecutive calendar days thereafter. Completion time will be converted to specific date when Notice to Proceed is issued. Completion shall include all construction as outlined in drawings and specifications as well as removal of all materials, debris, barricades, and other construction related items from site.
- C. Final project closeout shall be completed within 30 days of construction completion date for all work addressed above. Final project closeout shall include, but not be limited to, submittal of warranties, lien waivers, wage rate compliance affidavits, documents of completed work, and proper pay applications.
- D. Restoration will be completed in phases to allow for continued operation of CSS during the Work. Phasing shall consist of concrete removal from centerline of drive lane to parapet along slab edge allowing traffic flow on other half of bay. Phasing may also

consist of concrete removal along drive lane while allowing traffic flow on either side along parking lanes. Contractor shall produce phasing plans which will be submitted at pre-construction meeting.

- E. Contractor at Contractor's expense is responsible for removing and reinstalling or protecting in place electrical conduits, light fixtures, water pipes, and anything else that may obstruct the Work. If Contractor damages any of these items, Contractor shall be responsible to report these to Owner and replace them to Owner's satisfaction.
- F. Contractor shall be allowed approximately 75 parking stalls to be out of service for their work area from Monday through Friday. Additional stalls may be available by pre-arrangement with Owner. This shall consist of top of slab area directly below area being restored for bottom of slab restoration, adjacent area closed for traffic flow and parking and drive lane areas directly above restoration. Similarly, for top of slab removal, area being restored and slab area adjacent to restoration for drive lane shall be included in Contractor's area as well as floor area directly below restoration.
- G. Contractor will be asked to reduce number and type of parking spaces out of service for Special Events dates. Owner will provide Contractor with schedule of dates.
- H. Dust protection, required along full length of work area, shall be in place prior to concrete removal.
- I. Steel plates shall be used to cover top of slab removal areas in locations of public access during evening and weekend hours when flag persons are not present.
- J. Contractor shall maintain access to undisturbed parking areas throughout restoration. Owner shall accommodate traffic rerouting and shifting of construction occupancy as required. Contractor will provide traffic barriers.
- K. Provide appropriate signage warning public of construction area and directing them to exits.
- L. Owner will occupy all but work areas during construction. Coordinate with Engineer in scheduling work.
- M. Contractor shall provide means of dust reduction prior to removal of concrete.
- N. Public Works Project Engineer may choose to videotape site or workers as the Work progresses.

1.8 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching new work; restore work with new Products.
- B. Submit written request in advance of cutting or altering structural or building enclosure elements.

- C. Fit work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- D. Refinish surfaces to match adjacent finishes.

1.9 CONFERENCES

- A. There will be pre-bid conference for this project; see Instructions to Bidders.
- B. Owner will schedule pre-construction 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, at project site, with Engineer & Public Works Project Engineer, for coordinating and expediting progress.
- B. Preside at meetings, record minutes, and distribute copies within two (2) business days to those affected by decisions made.
- C. Attendance at progress meetings by General Contractor, subcontractors, or their authorized representative, is mandatory.
- D. 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.
- E. 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 day during progress of the Work.
- B. Engineer will have representative on site eight (8) hours per week on average during progress of the Work.

1.12 SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, Subcontractor or supplier; and pertinent Construction Documents references.

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

1.13 PROPOSED PRODUCTS LIST

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

1.14 SHOP DRAWINGS

- A. Submit number of copies that Contractor requires, plus three (3) copies that shall be retained by Public Works Project Manager.

1.15 PRODUCT DATA

- A. Submit number of copies that Contractor requires, plus two (2) copies that shall be retained by Public Works Project Manager.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.

1.16 SAMPLES

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

1.17 MANUFACTURERS' INSTRUCTIONS

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

1.18 MANUFACTURERS' CERTIFICATES

- A. When specified in individual Specification sections, submit manufacturers' certificate to Public Works Project Manager for review, in quantities specified for Product Data.

- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

1.19 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

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

1.20 REFERENCES

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

1.21 INTERIOR ENCLOSURES

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

1.22 PROTECTION OF INSTALLED WORK

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

1.23 PARKING

- A. Parking of vehicles and equipment required for construction purposes shall be in contractor's designated work areas. Any vehicle in Parking Ramp other than contractor's designated for this project will be charged for parking.
- B. All contractors and their employees shall cooperate with General Contractor and others in parking of vehicles to avoid interference with normal operations and construction activities.
- C. Do not obstruct existing service drives and parking lots with equipment, materials and / or vehicles. Keep accessible for Owner's use at all times.

1.24 STAGING AREAS

- A. Coordinate staging areas with Public Works Project Manager prior to starting the Work.

- B. On-site space for use as staging areas and storage of materials is limited and will be apportioned among various Contractors as their needs dictate with due regard for storage requirements of each Contractor. Each Contractor shall be responsible for safety of equipment and materials that are stored on site.

1.25 OCCUPANCY DURING CONSTRUCTION AND CONDUCT OF WORK

- A. Areas of existing facility will be occupied during period when the Work is in progress. Work may be done during normal business hours, Monday through Friday (7:00 a.m. to 7:00 p.m., as City of Madison Noise Ordinance will allow), but confer with Owner, schedule work and store materials so as to interfere as little as possible with normal use of premises. Work performed on Saturday shall be by permission of Owner. Notify Owner when coring or similar noise making work is to be done and obtain Owner's written approval of schedule. If schedule is not convenient for Owner, reschedule and resubmit new times for Owner approval.
- B. 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.
- C. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.
- D. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this Contract is to be performed.
- E. 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.
- F. New work in extension of existing work shall correspond in all respects with that to which it connects or similar existing work unless otherwise indicated or specified.
 - 1. Existing work shall be cut, altered, removed or replaced as necessary for performance of Contract obligations.
 - 2. Work remaining in place, damaged or defaced by reason of work done under this Contract shall be restored equal to its condition at time of Award of Contract.
 - 3. If removal of work exposes discolored or unfinished surfaces or work out of alignment, such surfaces shall be refinished or materials replaced as necessary to make continuous work uniform and harmonious.
- G. Contractor is responsible for providing & maintaining temporary toilet facilities.

1.26 PROTECTION

- A. Contractor shall protect from injury all trees, shrubs, hedges, walks and driveways and pay for any damage to same resulting from insufficient or improper protection.

- B. Contractor shall provide and maintain barricades & signage to prohibit public access to construction site.
- C. Contractor shall provide and maintain guard lights at all barricades, railings, obstructions in streets, roads or sidewalks and at all trenches adjacent to public walks or roads.

1.27 PROGRESS CLEANING

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

1.28 PRODUCTS

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

1.29 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.30 PRODUCT OPTIONS

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

1.31 SUBSTITUTIONS

- A. Public Works Project Manager shall consider requests for Substitutions only within fifteen (15) calendar days after date of Public Works Construction Contract.
- B. 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.

1.32 STARTING SYSTEMS

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

1.33 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel prior to date of final inspection.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.
- C. Owner may choose to videotape demonstration session; demonstration and demonstrator shall be to level of satisfaction of Owner.

1.34 CONTRACT CLOSEOUT PROCEDURES

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

1.35 FINAL CLEANING

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

1.36 ADJUSTING

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

1.37 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.

1.38 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 Engineer 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.
- B. Engineer shall update original Construction Documents to include all Addendums & any other changes including those provided by Contractor in As-Built Drawings & Specifications. These updates are project Record Drawings & Specifications.
- C. Engineer shall furnish Public Works Project Manager with Record Drawings as detailed in Professional Services Agreement.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 15 10

UNIT PRICES

PART 1 GENERAL

1.1 PAYMENT

- A. Work is to be paid for on a Unit Price basis and bid on estimated quantities. These work items are to be installed and completed per specifications and as shown on the drawings.

1.2 MEASUREMENT OF QUANTITIES

- A. Work to be performed on a unit price basis shall be measured according to the quantities described above. Payment will be made for work actually performed, based on quantities recorded by the Contractor and approved by the Engineer. Unless stated otherwise, records described below shall consist of both plan view drawings and tables cross-referenced to the drawings with the required measured quantities. Unless otherwise stated, the Engineer will verify the accuracy of the record by visual examination of the work performed and measuring the quantities with a measuring wheel and tape measure.
- B. The Contractor shall notify the Owner and the Engineer at once in writing of any unit price work that deviates materially from the prescribed basis for bidding and for which an adjustment in Unit Price is desired. The Contractor shall measure and quantify all such deviations, subject to the Engineer's verification, prior to any repair work which might make verification impossible. No adjustments in Unit Prices will be considered unless supporting field measurements are provided, and subject to the Owner's prior approval. Adjustments will only be considered if all repairs of a given type have been measured and all deviations, both plus and minus have been included in the determination of the average deviation from the Unit Price basis.

<u>Item</u>	<u>Type of Work</u>	<u>Unit Price</u>
1	<u>Concrete repair at bottom of slab and beams</u> including removal of concrete with 3/4" gap all around reinforcing bar, sandblasting of the newly exposed concrete surface and reinforcing steel, and placing pre-packaged or shotcrete/gunite concrete fill. Refer to Specification Sections 02 41 17, 03 31 45, 03 37 12 and 03 37 13. Payment based on exposed area of concrete placed. See detail 1/S-7.	\$/Sq. Ft.
2	<u>Concrete repair at vertical surfaces</u> including removal of concrete, sandblasting of the newly exposed concrete surface and reinforcing steel, and placing pre-packaged concrete fill. Refer to Specification Sections 02 41 17 and 03 31 45. Payment based on exposed surface area of concrete placed. See detail 2/S-7.	\$/Sq. Ft.

3	<u>Removal and replacement of trench drain</u> including removal of concrete surrounding existing drain to allow for removal, sandblasting of the newly exposed concrete surface and reinforcing steel, and placing pre-packaged concrete fill. Refer to Specification Sections 03 31 45. Payment is based on length of trench drain installed at top of surface. See details 4/S-7 and 5/S-7.	\$/Lin. Ft.
4	<u>Concrete repair at topside of slab</u> including chipping removal of concrete underneath top layer of steel, sandblasting of the newly exposed concrete surface and reinforcing steel, and placing “ready-mix” concrete fill (pre-packaged concrete at Contractor’s option). Refer to Specification Sections 02 41 17, 03 30 00, and 03 31 45. Payment based on area of concrete placed at top surface of slab. See detail 3/S-7	\$/Sq. Ft.

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 may 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. Public Works Project Manager and / or Architect / Engineer 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. 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. Cardboard.
7. Metal.

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

1. Foam Insulation & Packaging (extruded and expanded).
2. 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 Jan Neitzel-Knox at 608/266-4029, 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 www4.uwm.edu/shwec/wrmd/search.cfm.

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: _____
Cardboard	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Metals	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Barrels & Drums	_____ units	_____ Recycled	_____ Reused	Name: _____
Other	_____	_____ Recycled	_____ Reused	Name: _____

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SECTION 02 41 17

REMOVAL OF EXISTING CONCRETE AND SURFACE PREPARATION

PART 1 GENERAL

1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.
- B. Related work specified elsewhere:
 - 1. Section 03 11 15 - Shoring
 - 2. Section 03 21 13 - Reinforcing Steel
 - 3. Section 03 30 00 - Cast-in-Place Concrete
 - 4. Section 03 31 45 - Repair of Structural Concrete
 - 5. Section 03 37 12 - Guniting
 - 6. Section 03 37 13 - Shotcrete

1.2 SUMMARY

- A. Include materials, labor, services and incidentals necessary for completion of this Section of Work.
- B. Include the removal of unsound concrete, examination of exposed reinforcing, sandblasting of acceptable reinforcing, replacement of unacceptable reinforcing with new, and cleaning of the newly exposed underlying sound concrete prior to casting new fill concrete.
- C. Sandblasting of exposed reinforcing steel and concrete surfaces is not required with Hydro-demolition concrete removal option. Concrete and steel surfaces shall be thoroughly cleaned of all slurry and residues following removal, prior to application of rebar coating and bonding agent.
- D. The removal work shall be carried out in a manner so as to create a minimum disturbance with the continued use of the parking structure.

PART 2 PRODUCTS

2.1 EQUIPMENT

- A. CHIPPING HAMMERS: Use chipping hammers with a total weight not to exceed:
 - 1. 60 pounds and equipped with flat chisel-type points with a cutting edge not less than $\frac{3}{4}$ " or greater than $2\frac{1}{2}$ " in width may be used for initial removal to the level of the top layer of reinforcing steel
 - 2. 30 pounds to remove concrete to the elevation of the second, lower elevation of reinforcing provided the removal is one layer of reinforcing.
 - 3. Chipping hammers with a total weight not to exceed 15 pounds must be used once the reinforcing is exposed.

4. If, in the opinion of the Engineer, it appears that the 30 pound hammer is having detrimental effects on the existing concrete slab and encased reinforcing steel, its use shall be discontinued and nothing heavier than a 15 pound hammer will be allowed.
 5. Use chipping hammers of nominal 15 pound class or less for removal of concrete from beneath reinforcing.
 - a. 15 pounds and equipped with flat chisel-type points with a cutting edge not less than $\frac{3}{4}$ " or greater than $2\frac{1}{2}$ " in width.
- B. SANDBLASTING EQUIPMENT: Sandblasting equipment shall be capable of removing rust from the exposed reinforcement and laitance from newly exposed concrete surfaces.
- C. COMPRESSED AIR EQUIPMENT: Compressed air equipment shall be capable of removal of dust and dirt from concrete repair areas.

PART 3 EXECUTION

3.1 CONCRETE REMOVAL

- A. Prior to removal, the Contractor shall submit the Contractor's plan for confining dust and water run-off, collecting and disposal of broken concrete, steel reinforcement and other waste material as a result of the Contractor's removal operations. This plan shall be submitted to the Engineer and the Owner prior to start of construction. Dumpster location shall be coordinated with the Engineer and the Owner. Stockpiling of removal debris within parking garage is not allowed unless authorized and coordinated with the Engineer.
- B. Shore the structure as required. Shoring design, supply, and installation is the responsibility of the Contractor.
- C. Contractor responsible for removing and reinstalling or protection in place of mechanical, electrical, and plumbing utilities including electrical lighting and conduits as required for repair work.
- D. At slab areas with a membrane place plywood protection on the topside of slab for overhead concrete removal above to prevent damage to the membrane floor coating.
- E. Delaminated areas which require removal of unsound concrete will be identified on the plans by the Engineer. The unsound concrete shall be removed by chipping to sound concrete. The marking by the Engineer does not guarantee that unsound concrete is not present in areas beyond those identified. Additional concrete removal may be required after the Contractor's initial removal. The Engineer will review the removal areas prior to concrete replacement.
- F. Where possible, the areas removed shall be rectangular in shape in plan view. Do not feather edges, but chip edges square or slightly undercut.
- G. During the chipping process in deteriorated concrete areas, care shall be exercised to avoid cracking of the underlying sound concrete.

- H. During removal of unsound concrete, if more than half of the reinforcing bar diameter is exposed or if the bar is not firmly bonded to the surrounding concrete, or if the bar is corroded, then the remaining concrete around the bar shall be removed. The clearance between the bar and the concrete shall be a minimum of $\frac{3}{4}$ ". Support bars for the main reinforcing steel shall not be exposed provided there is no corrosion on these bars.
- I. The newly exposed sound concrete shall be cleaned by blowing away loose material with a deep sandblast, with chipping hammer removal option, followed by cleaning with a compressed air jet. Sandblasting is not required with the hydro-demolition removal option.
- J. The Engineer shall be allowed 24 hours for the inspection of properly prepared concrete surfaces and reinforcement, before the scheduled concrete placement.

3.2 REINFORCEMENT CLEANING AND REPLACEMENT

- A. Exposed reinforcing shall be thoroughly cleaned by sandblasting, to remove rust and unsound concrete with chipping hammer removal option. Sandblasting is not required with the hydro-demolition removal option.
- B. Bars that are damaged or that have lost more than 10 percent of their original area at any point along the length shall be considered unacceptable and shall be removed and replaced with an equivalent new bar of equal length at the Engineer's direction. No. 8 bars and smaller that have lost between 5 percent and 10 percent of their original area at any point can be blast-cleaned and reused as long as a new full-length #4 bar is used as supplemental steel next to the old cleaned bar at the Engineer's direction.
- C. Exposed or supplemental reinforcing bars shall be no closer than $\frac{3}{4}$ " measured radially from existing concrete. The elevation of exposed or supplemental reinforcing shall be maintained at the original height.
- D. Where portions of reinforcing bars are exposed, the Engineer will determine if the embedded portion of the bar is soundly bonded to the remaining concrete. If, in the Engineer's judgment, the bar is not soundly bonded, the Contractor shall remove concrete around and under the bar for a length as determined by the Engineer.
- E. Install additional reinforcing bars as detailed.
- F. Cleaned reinforcing shall be coated with protective rebar primer prior to casting new concrete.

3.3 CLEAN UP

- A. Contractor shall remove loose concrete from the site and leave the area broom clean.
- B. Debris shall not be flushed down the existing floor drains.

END OF SECTION

SECTION 03 11 15

SHORING

PART 1 GENERAL

1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.
- B. Related work specified elsewhere:
 - 1. Section 03 11 15 - Shoring
 - 2. Section 03 21 13 - Reinforcing Steel
 - 3. Section 03 30 00 - Cast-in-Place Concrete
 - 4. Section 03 31 45 - Repair of Structural Concrete
 - 5. Section 03 37 12 - Guniting
 - 6. Section 03 37 13 - Shotcrete

1.2 SUMMARY

- A. Include materials, labor, services and incidentals necessary for completion of this Section of Work.
- B. Include materials related to shoring as described below.
- C. Shoring shall be designed by Contractor to temporarily support members whose support is to be removed by partial demolition and concrete removal.

1.3 SUBMITTALS

- A. The Contractor shall submit to Engineer, a record of reference elevations of shored members at various stages as described below.

1.4 QUALITY ASSURANCE

- A. Contractor shall obtain reference elevations of members supported by shoring prior to concrete removal, during concrete removal, after concrete removal, during and after concrete replacement, and after shoring removal.
- B. When reference elevations indicate unanticipated movements, shoring shall be adjusted to minimize adverse effects of that movement.

PART 2 PRODUCTS

2.1 VERTICAL LOAD SHORES

- A. Shores supporting vertical loads shall be adjustable through positive means, such as by adjustable screw jacks, in order to compensate for elastic shortening of shores during loading and other effects. Ellis Shore clamps shall not be used.

- B. Shores shall be effectively cross braced to prevent buckling failure of individual members and overall shoring stability failure.
- C. Shores shall be provided to carry full weight of floor system for entire bay in which work is being performed. Shores shall be in place prior to removal of unsound slab concrete and shall be supported on 1 structural level or to grade.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Shores shall be installed snug, plumb and square.
- B. Shores shall be adjusted as required during progress of work as indicated by movements measured during relative elevation surveys of shored members.

3.2 REMOVAL

- A. Shores shall only be removed when compressive strength results of replacement concrete reaches 75 percent of its specified 28 day strength. If Contractor chooses to have supplemental strength tests, it shall be the responsibility of the Contractor to make and pay for costs of these tests. Supplemental cylinders shall be stored on the structure in vicinity of the area they represent and shall be cured in the same manner as that portion of the structure.
- B. Shores that have been removed shall not be stored in such a manner that they interfere with Owner's continued use of the structure. If shoring is not to be used within the structure it shall be removed from the structure or stored in the area in which Contractor is working.

END OF SECTION

SECTION 03 12 00

CONCRETE FORMWORK

PART 1 GENERAL

1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.

1.2 WORK INCLUDED

- A. Include materials, labor, services and incidentals necessary for completion of this Section of Work.
- B. Include formwork for cast in place concrete as required by Concrete Contractor.
- C. Notify trades in ample time for each to install own work required in conjunction with formwork.
- D. Inserts, sleeves and other miscellaneous embedded items required by mechanical, electrical or plumbing trades shall be supplied and installed by those respective trades.
- E. Provide and install inserts, sleeves and other miscellaneous embedded items other than those required by mechanical, electrical or plumbing trades.
- F. Supply, install and maintain shoring and re-shoring related to concrete formwork.

1.3 QUALITY ASSURANCE

- A. Industry Standards, Specifications and Codes:
 - 1. General:
 - a. Comply with provisions of the following codes and standards except as modified herein.
 - b. Referenced codes and standards including revisions and commentaries shall be the most currently adopted as of the date of these Contract Documents.
 - 2. American Concrete Institute (ACI)
 - a. ACI 301 Specifications for Structural Concrete for Buildings
 - b. ACI 318 Building Code Requirements for Structural Concrete
 - c. ACI 347 Guide to Formwork for Concrete
 - 3. National Forest Products Association (NFPA)
 - a. NDS National Design Specification for Wood Construction including Design Values for Wood Construction
 - 4. The Engineered Wood Association (APA)
 - a. Plywood Design Specification

1.4 DESIGN CRITERIA

- A. Design forms, shores and bracing. Include factors pertaining to safety of formwork structure such as live load, dead load, weight of equipment on formwork, concrete mix, height of concrete drop, vibration reactions and similar factors.
- B. Design formwork to be readily removable without impact, shock or damage to cast in place concrete surfaces and adjacent materials.

1.5 ALLOWABLE TOLERANCES

- A. Flatwork true to plane: 1/4 inch in 10 feet
- B. Vertical surfaces true to plane: 1/4 inch floor to floor
- C. Formwork displacement: Maximum 1/4 inch
- D. Deviation of building dimensions indicated on drawings and position of columns, walls and partitions: 1/4 inch
- E. Deviation in cross sectional dimensions of columns, piers or beams or in thickness of slabs and walls: plus/minus 1/4 inch

PART 2 PRODUCTS

2.1 FORM MATERIALS

- A. General: Plywood, metal framed plywood faced or other acceptable panel type materials to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practical sizes to minimize number of joints. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.
- B. Surfaces Exposed To View: New plywood complying with U.S. Standard PS 1 Plyform Class I, B B Concrete Form Plywood, B-Matte MDO Plywood by Simpson, 5/8 inch or 3/4 inch thick without defects, mill oiled and edge sealed or wood forms lined with 3/16 inch tempered pressed wood or 1/4 inch thick plywood B B conforming to EXT DFPA as large a size as possible to minimize joints.
- C. Formed Surfaces Concealed From View: Clean straight lumber dressed on face and edges, nominal 1 inch thickness or plywood 5/8 inch or 3/4 inch thick conforming to EXT DFPA or metal forms smooth and as large a size as possible.
- D. Reveals and Chamfers: Wood or purpose-made plastic or high density plastic foam to achieve sharp, true lines.

2.2 FORMWORK ACCESSORIES

- A. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sizes as required of sufficient strength and character to maintain formwork in place while placing concrete.

- B. Form Ties:
 - 1. For Unexposed Concrete: Adjustable length removable or snap off type which will leave holes no larger than 1 inch in diameter in face of concrete and when forms are removed no metal will be within 1 inch of finished concrete surface.
 - 2. For Exposed Concrete: Ties shall be snap-off type (break point 1 inch or more from surface) with plastic cones added to form a 1-1/4 inch diameter, 1-1/2 inch deep recess around tie, which shall be grouted flush to match adjacent concrete surface.
 - 3. No wire ties or site fabricated ties permitted.

2.3 FORM COATINGS

- A. Form coatings for exposed concrete shall consist of an approved non-staining form oil, lacquer or plastic. Plywood approved for reuse shall be recoated as directed by Engineer. When oil is used, excess shall be wiped off with rags. When lacquer is used, a light coating of form oil over lacquer will be permitted provided excess is wiped off. When factory applied plastic coatings are used, follow manufacturer's instructions. Contact surface of forms shall be free of foreign matter, including dust. Form oil shall be applied to forms before reinforcing is erected. Form oil shall be of type which will not affect bonding of specified exterior finish.

2.4 CONSTRUCTION JOINT MATERIALS

- A. Solid Wood Lumber: Spruce-Pine-Fur (SPF) #2 or equivalent.

PART 3 EXECUTION

3.1 PREPARATION

- A. Verify lines, levels and centers before proceeding with formwork. Ensure dimensions agree with Drawings.

3.2 COORDINATION

- A. Coordinate work of other sections and cooperate with trades involved in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors and other inserts. Do not perform work unless specifically indicated on Drawings or reviewed prior to installation.

3.3 FORMWORK ERECTION

- A. Erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.
- B. Construct forms to sizes, shapes, lines and dimensions shown on Drawings and to obtain accurate alignment, location and grades. Level and plumb work. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use

selected materials to obtain required finishes. Solidly butt joints and provide back up at joints to prevent leakage of cement paste.

- C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses and like to prevent swelling and for easy removal.
- D. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.
- E. At all exposed corners of concrete walls, beams, columns, slab edges and miscellaneous items not specified or indicated, provide 3/4 inch, 45 degree chamfer.
- F. Install ties so portion remaining within concrete after removal is at least 1 inch inside concrete. Remove so surrounding concrete is not disfigured and cleanout hole remains to be patched.
- G. Coat contact surfaces of forms with form coating compound before reinforcement is placed.
- H. Thin form coating compounds only with thinning agent of type and in amount and under conditions of form coating compound manufacturer's directions. Do not allow excess form coating material to accumulate in forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

3.4 INSERTS, EMBEDDED PARTS AND OPENINGS

- A. Plumbing, Heating and Electrical Items:
 - 1. Premanufactured items including inserts, sleeves and other embedded items required by mechanical, electrical and plumbing trades shall be supplied, accurately located, and installed by respective trades.
 - 2. Site fabricated box outs for chases, sleeves and other miscellaneous openings for mechanical, electrical and plumbing trades shall be supplied and installed by Formwork Contractor.
 - 3. Location of mechanical, electrical and plumbing inserts, embedded parts, openings and recesses shall be coordinated with respective trades by General Contractor.
- B. Other Items:
 - 1. Other inserts, embedded parts, box outs for openings, chases, reveals and recesses except those specifically mentioned above by mechanical, electrical or plumbing trades, shall be installed by Formwork Contractor. Special inserts, embedded parts or other special requirements needed by specific trades shall be supplied by that respective trade to Formwork Contractor for installation.

General Contractor shall have overall responsibility for coordinating location of inserts, embedded parts, openings and recesses.

2. Install concrete accessories in accordance with manufacturer's recommendations; straight, level and plumb. Ensure items are not disturbed during concrete placement.
3. Set and build into Work, anchorage devices and other embedded items required for other work attached to or supported by cast in place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of items to be attached.

3.5 JOINTS AND EDGE FORMS

- A. Locate construction joints as shown on Drawings or as approved by Engineer. Form with keyway. Place perpendicular to main reinforcement. Continue reinforcement through joint, except slabs-on-grade, and locate joint so as not to affect structural integrity or appearance of structure. Includes joint between wall and footing.
- B. Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units of sufficient strength to support types of screeds required. Align concrete surface to elevation of screed strips by use of strike off templates or accepted compacting type screeds.

3.6 CLEANING

- A. Clean forms as erection proceeds to remove foreign matter. Remove cuttings, shavings and debris from within forms. Flush with water or use compressed air to remove remaining foreign matter. Ensure water and debris drain to exterior through clean out ports. Retighten forms after concrete placement if required to eliminate mortar leaks.

3.7 FIELD QUALITY CONTROL

- A. Inspect and check completed formwork, shoring and bracing to ensure work is in accordance with formwork design and supports, fastenings, wedges, ties and parts are secured.
- B. Clean and repair surfaces of forms to be reused in Work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable. Apply new form coating compound material to concrete contact form surfaces as specified for new formwork.
- C. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joints to avoid offsets. Do not use "patched" forms for exposed concrete surfaces. Do not use metal cover plates for repairing defects in forms for exposed concrete work.
- D. Inform Engineer when formwork is complete and has been cleaned to allow for inspection. Obtain review prior to placing concrete.
- E. For exposed to view concrete surfaces do not reuse plywood formwork.
- F. Allow Engineer to inspect each section of plywood type formwork prior to reuse.

3.8 FORMWORK REMOVAL

- A. Notify Engineer and Owner's field representative prior to removing formwork, centering, shoring and reshoring.
- B. Remove forms in a manner to insure safety of structure at all times. Where entire structure is supported on shores; beam and girder sides, columns and similar vertical forms may be removed after 48 hours, providing concrete is sufficiently hard not to be injured thereby. In no case shall supporting forms or shoring be removed until members have acquired sufficient strength to support their weight and load safely. Coordinate removal with work of other trades.
- C. Remove forms according to ACI 347. However, the following schedule shall govern the minimum waiting period after placing concrete before bottom forms and shores of similar falsework supporting flexural members such as girders, beams, joists, slabs, etc. may be disturbed or stripped:

Structural Members-----	Waiting Period
Columns, walls and beam sides-----	2 days
Spans less than 12 foot - slabs and beam bottoms-----	7 days
Spans between 12 foot and 30 foot slabs and beam bottoms-----	14 days
Spans greater than 30 foot - slabs and beam bottoms-----	28 days

- D. The above schedule applies to daily curing temperatures above 50 degrees. For lower daily curing temperatures, increase waiting period. In addition to above requirements, do not remove forms until concrete has attained 80 percent of minimum design strength.
- E. Re shore removed area before removing additional adjacent formwork.
- F. Retain re shores in place for a minimum of 14 days and concrete has attained 100 percent of minimum design strength. Retain re shores in place until concrete construction above has attained sufficient strength to not require shoring below.

END OF SECTION

SECTION 03 21 13
REINFORCING STEEL

PART 1 GENERAL

1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.

1.2 WORK INCLUDED

- A. Include materials, labor, services and incidentals necessary for completion of this Section of Work.
- B. Work includes fabrication and placement of reinforcement for cast in place concrete including bars, welded wire fabric, ties, dowels, stirrups, supports and accessories required.
- C. Work also includes the addition of supplemental reinforcing to replace bar cross section loss due to corrosion.

1.3 QUALITY ASSURANCE

- A. Industry Standards, Specifications and Codes:
1. General:
 - a. Comply with provisions of the following codes and standards except as modified herein.
 - b. Referenced codes and standards including revisions and commentaries shall be the most currently adopted as of the date of these contract documents.
 2. American Concrete Institute (ACI):
 - a. ACI 301 Specifications for Structural Concrete for Buildings
 - b. ACI 318 Building Code Requirements for Structural Concrete
 - c. ACI 315 Details and Detailing of Concrete Reinforcement
 3. Concrete Reinforcing Steel Institute (CRSI):
 - a. Manual of Standard Practice
 - b. Recommended Practice for Placing Reinforcing Bars
 4. American Society for Testing and Materials (ASTM):
 - a. Specific ASTM numbers are noted in later text.

1.4 QUALIFICATIONS

- A. Acceptable Manufacturers:
1. Shall be regularly engaged in the manufacture of steel bar, welded wire fabric reinforcing and mechanical splicing devices.

- B. Installer Qualifications:
 - 1. Shall have 3 years' experience in installation of steel bar and welded wire fabric reinforcing.
- C. Source Quality Control:
 - 1. Mill test certificates identifying chemical and physical analysis of each load of reinforcing steel delivered if requested.

1.5 SUBMITTALS

- A. Submit in accordance with Division 01 requirements.
- B. Steel Properties:
 - 1. Submit certification of grade, chemical analysis and tensile properties of steel furnished if requested.

PART 2 PRODUCTS

2.1 REINFORCING STEEL

- A. Reinforcing Bars:
 - 1. Conform to ASTM A 615 "Standard Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement".
 - 2. Reinforcing bars shall be deformed, except that plain bars may be used for spirals.
 - 3. Main reinforcing bars and other bars not listed above shall be Grade 60, unless noted otherwise on Contract Documents.
 - 4. Epoxy coat all reinforcing steel.
- B. Welded Wire Fabric:
 - 1. Conform to ASTM A 185 "Standard Specification for Welded Steel Wire Fabric, Plain for Concrete Reinforcement".
 - 2. Welded wire fabric shall be electrically welded and 65,000 psi yield strength.

2.2 ACCESSORIES

- A. Supports For Reinforcement:
 - 1. Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.
 - 2. Use wire bar type supports complying with CRSI recommendations unless otherwise indicated. Do not use wood, brick and other unacceptable materials, e.g., mortar blocks, coarse aggregates.
 - 3. For exposed to view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are plastic protected. For sandblasted or bush hammered concrete provide stainless steel protected or special stainless bar supports.
 - 4. In areas of concrete removal, short lengths of reinforcing bar shall be used to provide support for bars on chipped or rough concrete surfaces using similar spacing of supports.

2.3 FABRICATION

- A. Shop fabricate reinforcing bars to conform to required shapes and dimensions. In case of fabricating errors, do not re bend or straighten reinforcement in a manner that will injure or weaken materials.
- B. Reinforcement shall be bent cold unless otherwise permitted by Engineer.
- C. Unacceptable Materials:
 - 1. Reinforcement with any of the following defects will not be permitted in Work:
 - a. Bar lengths, depths and bends exceeding specified fabrication tolerances.
 - b. Bends or kinks not indicated on Drawings or final Shop Drawings.
 - c. Bars with reduced cross section due to excessive rusting or other cause.

2.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. General:
 - 1. Deliver reinforcement to project site in bundles marked with metal tags indicating bar size, lengths and other information corresponding to markings shown on placement drawings.
 - 2. Handle and store materials to prevent dirt or excessive rust.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine formwork and other conditions under which concrete reinforcement is to be placed and notify Formwork Contractor of unsatisfactory conditions. Do not proceed with work until unsatisfactory conditions have been corrected in a manner to your satisfaction.

3.2 PLACEMENT

- A. Comply with specified codes and standards and CRSI "Recommended Practice for Placing Reinforcing Bars" for details and methods of reinforcement placement and supports and as specified.
- B. Clean reinforcement to remove loose rust and mill scale, earth, ice and other materials which reduce or impair bond with concrete.
- C. Position, support and secure reinforcement against displacement by formwork, construction or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers as required.
- D. Place reinforcement to obtain coverage for concrete protection as indicated on Contract Documents. Arrange, space and securely tie bars and bar supports together with 16 gage wire to hold reinforcement accurately in position during concrete placement operations. Set wire ties so ends are directly away from exposed concrete surfaces.

- E. Exposed or additional reinforcing shall be no closer than 3/4 inch measured radially from existing concrete. Elevation of exposed or additional reinforcing shall be maintained at original height.
- F. At openings in structural slabs, provide two #4 bars top and bottom of slab at 45 degrees on all 4 corners, each bar 48 inch minimum length.
- G. At openings in concrete slabs additionally provide a minimum of two #5 bars around opening.
- H. Provide two #4 bars 3 inches apart on 4 sides of floor drains in slabs.
- I. Unless permitted by Engineer, reinforcing shall not be bent after being embedded in hardened concrete.
- J. Welded wire fabric shall lap one full mesh at side and end laps and must be wired together.
- K. Provide sufficient number of supports and sizes as required to carry reinforcement. Maximum spacing of chairs is 48 inches on center. Do not place reinforcing bars more than 2 inches beyond the last leg of any continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
- L. Coat the end of the bars cut during fabrication with the epoxy coating used for repairs.

3.3 WELDING OF REINFORCEMENT

- A. Welding of reinforcement covered by this Section is prohibited.

3.4 FIELD QUALITY CONTROL

- A. Notify Engineer when reinforcing is in place so he or she may review reinforcing placement. Engineer shall have a minimum of 24 hour notice prior to placement of concrete.
- B. Tend to reinforcing at all times during concrete placement and make necessary adjustments to reinforcing which has been dislodged by concrete placement or workmen.
- C. Bar Placement Tolerances:
 - 1. 1/4 inch (plus/minus) between bars.
 - 2. 1/4 inch (plus/minus) vertically for members 8 inches deep or less.
 - 3. 1/2 inch (plus/minus) vertically for members over 8 inches deep and less than 2 foot deep.
 - 4. 1 inch (plus/minus) vertically for members 2 foot or deeper.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.

1.2 WORK INCLUDED

- A. Include materials, labor, services and incidentals necessary for completion of this Section of Work.
- B. Extent of cast in place concrete work is shown on Drawings.
- C. Notify other trades of the date for concrete placement in ample time for each to install their own work.
- D. Install anchor bolts, embedded plates, inserts and similar items furnished by other trades.
- E. Place additional 1" of concrete cover above existing slab elevation on 7th floor restoration area.

1.3 NOTIFICATION

- A. Contractor shall notify the inspection/testing agency and Engineer at least 24 hours prior to major concrete pour.

1.4 PROTECTION OF ADJACENT WORK

- A. Contractor shall be responsible to see that due care is exercised to avoid staining adjacent finished material during concrete work. Contractor, without expense, shall make such damage good to Owner.

1.5 QUALITY ASSURANCES

- A. Industry Standards, Specifications and Codes
 - 1. General:
 - a. Comply with provisions of the following codes and standards except as modified herein.
 - b. Referenced codes and standards including revisions and commentaries shall be the most currently adopted as of the date of these Contract Documents.
 - 2. American Concrete Institute (ACI):
 - a. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials

- b. ACI 301 - Specifications for Structural Concrete
- c. Additional ACI sections are noted in later text.
- 3. American Society For Testing And Materials (ASTM):
 - a. Specific ASTM standards are noted in later text.

1.6 ALLOWABLE TOLERANCES

- A. Flatwork tolerance for random-traffic floors should be measured in accordance with ASTM E 1155.
- B. Floor tolerance measurements shall be made within 16 hours after completion of final troweling operation, and where applicable, before removal of supporting shores.
- C. Floor slabs shall conform to the following ACI F-number requirements:
 - 1. Slab-On-Grade and Level Suspended Slabs Shored Until After Testing:
 - a. Specified Overall Values - FF30/FL20
 - b. Minimum Local Values - FF15/FL10
 - 2. Unlevel Shored Suspended Slabs and Unshored Suspended Slabs:
 - a. Specified Overall Value - FF25
 - b. Minimum Local Value - FF15
- D. See ACI 117 for other tolerances not stated herein.

1.7 SUBMITTALS

- A. Submit in accordance with Division 01 requirements.
- B. Mix Designs:
 - 1. Prepare design mixtures for each class of concrete on the basis of laboratory trial mixtures or field test data, or both in accordance with ACI 301. Design mixtures shall meet the requirements listed in Table 33000-1. Submit material content per cubic yard of each class of concrete furnished including:
 - 2. Weight of cementitious materials.
 - 3. Saturated surface dried weights of fine and coarse aggregates.
 - 4. Quantities, type and name of admixtures.
 - 5. Weight of mixing water or water/cementitious material ratio.
- C. Submit to Engineer mix designs, certification that materials used in concrete mixtures meet ASTM and other applicable specifications, and documentation indicating proposed concrete proportions will produce an average compressive strength equal to or greater than the required compressive strength as specified in ACI 301. Obtain approval prior to placing concrete.
- D. Test Reports:
 - 1. Submit reports of concrete testing including, compressive strength, density (unit weight), air content, temperature and slump. Furnish copies to General Contractor, Consulting Engineer, Concrete Supplier and Owner Representative. Test results shall be reported in writing within 2 days that tests are made.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Hydraulic Cement:
 - 1. For normal concrete, hydraulic cement shall meet requirements of ASTM C 150, ASTM C 595, or ASTM C 1157.
 - 2. For air entrained concrete, cement shall meet requirements of ASTM C 150 cement specified for normal concrete used with an air entraining admixture conforming to ASTM C 260.
- B. Slag Cement:
 - 1. Slag cement shall meet requirements of ASTM C 989.
- C. Silica Fume Cement:
 - 1. Silica fume shall meet the requirements of ASTM C 1240.
- D. Fly ash:
 - 1. Fly ash shall meet the requirements of ASTM C 618.
- E. Aggregates:
 - 1. Normal weight aggregate shall comply with requirements of ASTM C 33. Lightweight aggregates shall comply with requirements of ASTM C 330.
- F. Water:
 - 1. Water used for batching concrete shall meet the requirements of ASTM C 1602.

2.2 ADMIXTURES

- A. No other admixtures will be allowed except those listed without Engineer's approval.
- B. Air Entraining:
 - 1. Shall Conform to ASTM C 260, certified by the manufacturer to be compatible with other required admixtures. The Entrained air content shall be controlled at 6½ percent for ¾" aggregate concrete and 5½ percent for 1½" aggregate concrete within limits of plus or minus 1½ percent each.
 - 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Darex II" – W.R. Grace, www.na.graceconstruction.com.
 - b. "AEA 92S" – The Euclid Chemical Company, www.euclidchemical.com.
 - c. "Catexol AE 260" – Axim Concrete Technologies, www.aximconcrete.com.
 - d. "Micro-Air" – BASF Admixtures, Inc., www.basfadmixture.com.
 - e. "MB AE 90" – BASF Admixtures, Inc.
- C. Water Reducing:
 - 1. Shall conform to ASTM C 494, Type A.

2. Products: Subject to compliance with requirements, provide one of the following:
 - a. "WRDA 82" – W.R. Grace.
 - b. "Eucon WR-91" – The Euclid Chemical Company.
 - c. "Catexol 1000N" – Axim Concrete Technologies.
 - d. "Pozzolith 200N" – BASF Admixtures, Inc.
- D. Mid-Range Water Reducing:
1. Shall conform to ASTM C 494, Type A or Type F
 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Daracem 65" – W.R. Grace.
 - b. "Eucon MR" - The Euclid Chemical Company.
 - c. "Catexol 3500N" – Axim Concrete Technologies.
 - d. "Polyheed 997" - BASF Admixtures, Inc.
- E. High-Range Water Reducing (Super Plasticizer):
1. Shall conform to ASTM C 494, Type F or Type G.
 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Daracem 19" - W.R. Grace & Co.
 - b. "ADVA 100" - W.R. Grace & Co.
 - c. "Eucon 37" - The Euclid Chemical Company.
 - d. "Catexol 1000SP-MN" – Axim Concrete Technologies.
 - e. "Rheobuild 1000" - BASF Admixtures, Inc.
- F. Water Reducing, Non-Chloride Accelerator:
1. Shall conform to ASTM C 494, Type C or Type E.
 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Polarset" - W.R. Grace & Co.
 - b. "Accelguard 90" - The Euclid Chemical Company.
 - c. "Catexol 2000RHE" – Axim Concrete Technologies.
 - d. "Pozzutec 20" - BASF Admixtures, Inc.
- G. Water Reducing, Retarding:
1. Shall conform to ASTM C 494, Type D.
 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Daratard 17" - W.R. Grace & Co.
 - b. "Eucon Retarder 100" - The Euclid Chemical Company.
 - c. "Catexol 1000R" – Axim Concrete Technologies.
 - d. "Pozzolith 100XR" - BASF Admixtures, Inc.
 3. Grace or Rheocrete CNI by BASF Admixtures, Inc.
 4. Admixtures shall not contain calcium chloride as an intentionally added ingredient. Calcium chloride as an admixture is not permitted. Admixtures containing more than ½ of 1 percent (0.5 percent) chloride ions by weight of admixture are not permitted.

2.3 RELATED MATERIALS

- A. Evaporation Retardant and Finishing Aid: Shall be "Eucobar" by The Euclid Chemical Company or "Confilm" by BASF Admixtures, Inc.
- B. Slab-On-Grade Poly Fiber Reinforcement Systems:
1. Synthetic Structural Fiber Reinforcement: Provide synthetic structural fibers complying with the following requirements:
 - a. Synthetic structural fibers shall meet requirements of ASTM C 1116, Paragraph 4.1.3, Type III.
 - b. Synthetic structural fibers shall be monofilament, made of polypropylene or polypropylene/polyethylene blend.
 - c. Synthetic structural fibers shall have a minimum length of 1.38 inches (35 mm) and a maximum length of 2.00 inches (51 mm).
 - d. Specific gravity between 0.90 and 0.95.
 - e. Synthetic structural fibers shall have an aspect ratio (length divided by equivalent diameter of fiber) between 60 and 100.
 - f. Dosage rate:
 - 1) 5.0 lbs/cubic yard or the addition rate to achieve the concrete required minimum equivalent flexural strength, f_{e3} of 165 psi for a concrete with a compressive strength of 4,000 psi at 28 days. This shall be determined from the manufacturer's test data verifying fiber performance in concrete based on ASTM C1609-05, utilizing the beam size 6" x 6"x 20" (f_{e3}) calculated using JCI-SF4 method.
 - g. Synthetic structural fibers shall be:
 - 1) Grace STRUXÒ 90/40 synthetic fiber.
 - 2) NovomeshÒ 950 synthetic fiber by Propex Concrete Systems.
 - 3) Tuf-Strand SF by Euclid Chemical Company.
- C. Absorptive Cover: Burlap cloth made from jute or Kenaf, weighing approximately 9 ounces per square yard, complying with AASHTO M182, Class 2.
- D. Moisture-Retaining Cover: One of the following, complying with ASTM C 171, Type 1 or 2:
1. Polyethylene Film.
 2. Polyethylene Coated Burlap.
- E. Liquid Membrane-Forming Curing Compound: Liquid type membrane-forming curing compound complying with ASTM C 1315 "Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete", Type I, Class A unless other type acceptable to Architect. Moisture loss not more than 0.040 gr./square cm. In 72 hours when applied at 300 sq. ft./gal. Material must be compatible with resilient flooring and carpeting adhesives. Concrete contractor shall verify compatibility before applying curing compound.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Diamond Clear" by The Euclid Chemical Company.
 - b. "Kure-N-Seal 25" by BASF/Sonneborn.

- c. "TK AS-1, 1315" by TK Products, Inc.
 - d. "Cure and Seal" - Symons Corp.
- F. Isolation Joint Filler: Shall be bituminous (1/2 inch and 1/4 inch thicknesses) conforming to ASTM D 994.
 - G. Control Joint Insert: Shall be hardboard or fiberboard.
 - H. Expansion Joint Filler: Shall be extruded polystyrene.
 - I. Rebar Coating:
 - 1. "Emaco P24" by BASF.
 - 2. "Sika Armatec 110 EpoCem" by Sika.
 - 3. "Duralprep AC.
 - 4. The Euclid Chemical Company.
 - 5. Or approved equal.

2.4 READY MIXED CONCRETE

- A. Ready mixed concrete shall be measured, mixed and delivered according to ASTM C94, except as modified herein.
- B. Prepare design mixtures for each class of concrete on the basis of laboratory trial mixtures or field test data, or both in accordance with ACI 301. Design mixtures shall meet the requirements listed in Table 33000-1
- C. Addition of water is permitted for batches of material with insufficient slump at the job site but is limited to the lesser of; 1 gallon per cubic yard or the quantity of water indicated on the delivery ticket such that the mixing water content on approved mix design is not exceeded.
- D. Ready Mixed Concrete Delivery Tickets:
 - 1. Furnish 2 delivery tickets with each batch of concrete before unloading at site; 1 for Contractor and 1 for Engineer on which is printed, stamped or written the following information:
 - a. Name of ready mix batch plant.
 - b. Serial number of ticket.
 - c. Date and truck number.
 - d. Name of Contractor.
 - e. Job name and location.
 - f. Specific class or designation of concrete.
 - g. Amount of concrete (cubic yards).
 - h. Time loaded or of first mixing of cement and aggregates.
 - i. Type, name and amount of admixture.
 - j. Type, brand and amount of cement.
 - k. Total water content by producer (or W/C ratio).
 - l. Maximum size of aggregate.
 - m. Weights of fine and course aggregates.

E. Mix Proportioning:

1. Minimum amount of cementitious material identified in the following mix proportions shall apply for mixes for which field experience or trial mixture information required is not provided.

Table 33000-1					
Class	Type of Construction	Specified Comp. Strength @28 Days Construction (PSI)	Max Agg. Size (In.)	Air Entrainment (+/-1%)	Notes
1	Slab Replacement	4000	0.75	6.0	(1)(2) (3)(4)
2	Grout				(5)

Notes:

- 1) Maximum water-cementitious ratio by weight shall be 0.45.
- 2) A maximum of 30 percent total replacement of Portland cement with GGBFS (Ground Granulated Blast-Furnace Slag) and fly ash at a 1:1 ratio; up to 350 pounds, with a maximum 25 percent fly ash. If fly ash is used alone, limit maximum replacement to 25 percent.
- 3) Corrosion inhibitor.
- 4) Slump shall be such that the finished surface follows that of the existing inclined ramps with no sagging or bulging due to gravity on the plastic mix.
- 5) Grout for bonding replacement concrete to existing concrete. Grout shall consist of equal parts by weight of cement and sand. It shall be mixed with sufficient water to form a stiff slurry. The consistency of this slurry shall be such that it can be applied with a stiff brush or broom to the old concrete in a thin, even coating that will not run or puddle in low spots. For use on vertical joints, this grout shall be thinned to paint consistency.

PART 3 EXECUTION

3.1 GENERAL

- A. Clean all mixing and transportation equipment. Wet forms and exposed concrete surfaces thoroughly. Remove all ice, excess water, mud and other debris from within forms and from restoration surfaces and reinforcement. Notify Engineer prior to placing in ample time for inspection of forms, exposed concrete surfaces and reinforcing.
- B. A pre-construction meeting shall take place prior to placing concrete. Topic of discussion shall include: concrete handling, placing, finishing and curing.

3.2 PLACEMENT OF CONCRETE

A. Pre Placement Inspection:

1. Before placing concrete, inspect and complete formwork installation, reinforcing steel and items to be embedded or cast in-place. Notify other Contractors to permit installation of their work; cooperate with other trades in setting such work as required. Thoroughly wet wood forms immediately before placing concrete as required where form coatings are not used. Notify inspection agency and Engineer 24 hours in advance of pouring.

B. Placing Concrete In Forms:

1. Deposit concrete in forms in horizontal layers not deeper than 18 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
2. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause formation of seams or planes of weakness within the section. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete as nearly as practicable to its final location to avoid segregation due to rehandling or flowing.
3. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand spading, rodding or tamping. Use vibrators designed to operate with vibratory element submerged in concrete, maintaining a speed of not less than 6000 impulses per minute. Alternate methods of consolidating concrete including the use of self-consolidating concrete may be submitted to the Engineer for approval.
4. Do not use vibrators to move concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

C. Placing Concrete Slabs:

1. Deposit and consolidate concrete slabs in a continuous operation until placing of a panel or section is completed.
2. Place suspended slabs in sections as large as practicable to complete finishing, within limits acceptable to Engineer.
3. Consult with Engineer with regard to limits of single placements prior to commencing work.
4. Consolidate concrete during placing operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
5. Bring slab surfaces to correct level with a straightedge and strikeoff. Use bull floats or darbies to smooth surface, leaving it free of humps or hollows. Do not sprinkle water on plastic concrete surface. Do not disturb slab surfaces prior to beginning finishing operations. "Wet Screed" placement of slabs is not allowed.
6. Maintain reinforcing in the proper position during concrete placement operations.

- D. Cold Weather Placing:
1. Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions or low temperatures in compliance with ACI 301.
 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 3. Do not use calcium chloride, salt or other materials containing anti freeze agents or chemical accelerators other than approved, non-chloride accelerating admixtures.
 4. Do not allow carbon dioxide from heating units to contact freshly placed concrete surfaces for 48 hours. Vent heaters outside of enclosure.
- E. Hot Weather Placing:
1. When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 301.
 2. Wet forms thoroughly before placing concrete.
 3. Do not use retarding admixtures without the written permission of the Engineer.

3.3 CONCRETE JOINTS

- A. Construction Joints:
1. Locate as directed by Engineer or as shown on Drawings. Form keyway. Place perpendicular to main reinforcement. Continue reinforcement through joint. Locate joint so as not to affect structural integrity or appearance of the structure. Includes joint between wall and footing.
- B. Isolation Joints:
1. Form with keyway with bituminous (preformed filler, 1/4 inch or 1/2 inch as called for) thick full depth of slab-on-grade. Reinforcement is non-continuous. Locate at points of contact between slab-on-grade and vertical structural concrete.
- C. Control Joints:
1. Locate on grid lines or on lines as shown on Drawings or as directed by Engineer. Joint size shall be 1/4 inch wide by 1/5 to 1/4 of slab depth. Continue reinforcement through joint. Contractor's option to tool or use inserts. Do not tool joints in slabs to receive a finished flooring material. Control joints should be made within first 24 hours of concrete pour.

3.4 FINISHING

- A. General:
1. Strike and level concrete. Allow to set before floating. Power float on disappearance of water sheen. Hand float areas inaccessible to power float. Applicable to flat work to obtain smooth, uniform, granular texture. Floors shall be flat and level within tolerances given in Part 1, except where drains occur or sloped floors are indicated, in which case tolerance applies to planes indicated.

- B. Troweled Finish:
 - 1. Power trowel to smooth finish. Hand trowel areas inaccessible to power trowel. Applicable to flatwork to receive finished flooring material.
- C. Broom Finish:
 - 1. Draw broom across surface after floating to form a regular, parallel pattern. Applicable to parking ramps, drives, ramps and stairs. Direction of brooming shall be perpendicular to traffic pattern.
- D. Formed Concrete:
 - 1. Top of concrete: Strike concrete smooth then float and trowel surface to texture comparable to formed surface.
 - 2. Formed Surface: As cast finish, patch holes and defects after form removal. Remove fins.
 - 3. Rubbed Surface: Rub with rubbing stone to remove all projections and round corners. Wet surface and brush evenly with cement grout mixture. Provide rubbed concrete surfaces in finished areas to be left to view in stairwells, where concrete is exposed to view in a finished area and wherever else a rubbed surface is called for on architectural plans.
 - 4. Slope exterior steps down 1/8 inch.

3.5 CURING

- A. Comply with ACI 301.
- B. Class B Concrete Curing:
 - 1. Concrete items listed below shall be sheet cured per ACI 308 2.3.1 Plastic Film or 2.3.2 Reinforced Paper only, for 7 days after placement. Curing system joints shall be sealed and moisture added daily to maintain concrete surface in a damp condition. Insulating blankets used during cold weather do not need sealed joints as long as concrete surface is damp.
- C. Formed Surfaces:
 - 1. Cure formed concrete surfaces including walls, columns, underside of beams, supported slabs and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by membrane curing.
- D. Protection:
 - 1. Protect concrete from damaging mechanical disturbances including load stresses, heavy shock, excessive vibration, and from damage caused by rain or flowing water. Protect finished concrete surfaces from damage by subsequent construction operations.

3.6 CONCRETE REPAIR PROCEDURES

- A. Concrete Surface Repairs:
 - 1. Comply with ACI 301 "Specifications for Structural Concrete".

2. Remove and replace, at no additional cost, concrete not formed as shown on Drawings, concrete out of alignment, surfaces beyond required tolerances or defective surfaces which cannot be properly repaired or patched, including concrete failing to meet strength requirements as determined by testing laboratory.
3. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Architect. Cut out honeycomb, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1 inch. Make edges of cuts perpendicular to concrete surface. Thoroughly clean, dampen with water and brush coat area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.
4. For exposed to view surfaces, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.
5. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect. Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on surface and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar or precast cement cone plugs secured in place with bonding agent.
6. Repair concealed formed surfaces, where possible, that contain defects that affect durability of concrete. If defects cannot be repaired, remove and replace concrete.
7. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having required slope.
8. Repair finished unformed surfaces that contain defects that affect durability of concrete. Surface defects, include crazing, cracks in excess of 0.01 inch wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, popouts, honeycomb, rock pockets and other objectionable conditions.
9. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
10. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary leveling compounds may be used when acceptable to Architect.
11. Repair defective areas, except random cracks and single holes not exceeding 1 inch diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4 inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching

concrete of same materials to provide concrete of same type or class as original concrete. Place, compact and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

12. Repair isolated random cracks and single holes not over 1 inch in diameter by dry-pack method. Groove top of cracks and cut out holes to sound concrete and clean of dust, dirt and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of 1 part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry-pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
13. Do not use repair methods not specified above and do not perform structural repairs, except with prior written approval of Architect for method and procedure, using specified epoxy adhesive mortar.

3.7 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. General:
 1. Sample fresh concrete to conform to ASTM C 172.
- B. Aggregate Tests:
 1. Chloride content in aggregate shall be tested in accordance with ASTM D 1411. Tests shall be made and results must be approved by Engineer before the aggregate is used in concrete.
- C. Slump:
 1. In accordance with ASTM C 143. One slump test at point of discharge from ready mix truck for each set of test cylinders taken, unless noted otherwise, with additional tests when concrete consistency seems to have changed. Slump tests, when taken, shall be conducted after site addition of superplasticizer, however a visual estimate of slump shall be recorded prior to site addition of superplasticizer to a mix. Visual slump should only be used after correlation has been established with actual slump tests.
- D. Air Content:
 1. Only for air entrained concrete, in accordance with ASTM C 231 pressure method for normal weight concrete and ASTM C 173 for lightweight concrete. One air content test for each set of strength test cylinders made unless noted otherwise. If measured air content falls outside limits specified, a check test shall be made immediately on another portion of the same sample. In the event of a second failure, concrete will be considered to have failed to comply with Specifications. In compliance with ASTM C 94, site addition of additional air entrainment admixture is permissible until plant adjustments have been made. For site added superplasticizer, air should only be checked after the addition of superplasticizer.
- E. Concrete Temperature:
 1. In accordance with ASTM C 1064 each time a set of compression test specimen is made.

F. Strength Tests:

1. Strength test for any class of concrete shall consist of 4 standard cylinders made from a composite sample secured from a single load of concrete in accordance with ASTM C 172, except when in the opinion of the Engineer, he may require additional specimens.
2. All Concrete:
 - a. Make test cylinders in accordance with ASTM C 31. Each test shall consist of a minimum of 4 cylinders.
 - b. After 24 hours, 3 cylinders to be carefully transported to testing laboratory for moist curing.
 - c. 1 laboratory cured cylinder to be tested at 7 days and 2 laboratory cured cylinders to be tested at 28 days, the fourth cylinder shall be held.
3. Test results at 28 days shall be the average strength of specimens determined in accordance with ASTM C 39.
4. Strength test shall be made for each truck.
5. Strength of each concrete class shall be deemed satisfactory when both of the following criteria are met:
 - a. The average of three consecutive compressive-strength tests equals or exceeds specified compressive strength.
 - b. Any individual compressive-strength test result does not fall below specified compressive strength by more than 500 psi.
6. Testing shall be performed in compliance with Division 01 provisions by an approved testing laboratory at Owner's expense, which shall submit complete reports of tests to General Contractor, Concrete Supplier, Engineer and Owner's representative. Reports of compressive strength tests shall contain project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, weather at time of placement and compressive breaking strength and type of break. An individual having ACI Level 1 Technician certification shall complete testing, including test cylinder production. Site protection of test cylinders shall be made in compliance with ASTM C 31.
7. If Engineer has reason to believe cylinder strength tests are not representative of strength of concrete in place, he shall require drilled cores to be cut and tested at Contractor's expense. Coring and testing shall be in accordance with ASTM C 42 "Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete". Acceptance or rejection of concrete shall be based on cylinders made from concrete sampled at point of discharge. Impact hammer, sonoscope or other nondestructive device may be permitted, but shall not be used as the sole basis for acceptance or rejection.
8. Extent of Testing:
 - a. Class A: Trucks shall be tested for air content and slump at truck during discharge. After a consistent slump has been established, alternate slump tests may be a visual estimate. Test reports shall be sent to A/E immediately upon completion.

END OF SECTION

SECTION 03 31 45

REPAIR OF STRUCTURAL CONCRETE

PART 1 GENERAL

1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.
- B. Related work specified elsewhere:
 - 1. Section 02 41 17 - Removal of Existing Concrete and Surface Preparation
 - 2. Section 03 30 00 - Cast-in-Place Concrete
 - 3. Section 03 37 12 - Guniting
 - 4. Section 03 37 13 - Shotcrete

1.2 SUMMARY

- A. Include materials, labor, services and incidentals necessary for completion of this Section of Work.
- B. Work includes supplying, placing, finishing, and curing concrete over properly prepared existing concrete surfaces as indicated on Drawings and as specified.

1.3 QUALITY ASSURANCE

- A. Pre-Construction Meeting
 - 1. A pre-construction meeting is required with Contractor in order to coordinate work schedule and inspection required by Engineer.
- B. Guarantee
 - 1. Contractor shall assume Total Responsibility Guarantee for Material and Labor.
- C. Installer Qualifications
 - 1. Concrete patching repair work shall be performed under the immediate control of a person experienced in this type of work. The system installer's superintendent assigned to this project shall have a minimum of 5 years experience on projects of similar magnitude and scope and shall be present during system installation.
- D. Inspection
 - 1. Installer must examine substrate and conditions under which work is to be performed and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with work until unsatisfactory conditions have been corrected.

1.4 SUBMITTALS

- A. Manufacturers Data
 - 1. Submit manufacturer's product data for concrete repair materials, indicating physical and chemical characteristics, technical specifications, limitations, installation instructions and general recommendations regarding each material.

PART 2 PRODUCTS

2.1 ACCEPTABLE PRODUCTS

- A. Overhead and Vertical Repair Mortar:
 - 1. "Emaco S88 CI" by BASF.
 - 2. "SikaTop 123 Plus" by Sika.
 - 3. "Duraltop Gel" by The Euclid Chemical Company.
 - 4. Or approved equal with corrosion inhibitor.
- B. Horizontal Repair Mortar:
 - 1. "Emaco S66 CI" by BASF.
 - 2. "SikaTop 111 Plus" by Sika.
 - 3. "Eucocrete Supreme" by The Euclid Chemical Company.
 - 4. Or approved equal.
- C. Rebar Coating:
 - 1. "Emaco P24" by BASF.
 - 2. "Sika Armatec 110 EpoCem" by Sika.
 - 3. "Duralprep AC" by The Euclid Chemical Company.
 - 4. Or approved equal.
- D. Consult with manufacturers for product limitations.

PART 3 EXECUTION

3.1 PREPARATION OF SURFACES TO RECEIVE PATCHING CONCRETE

- A. Refer to Specification Section 02 41 17 "Removal of Existing Concrete and Surface Preparation" for requirements.
- B. Remove unsound material, dirt, oil, grease and other bond inhibiting materials.
- C. Remove rust and loose concrete on exposed reinforcing steel by sandblasting.
- D. Concrete substrate shall be saturated surface dry with no standing water prior to application and shall be saturated for a minimum of two hours prior to application.
- E. Conform to additional specific preparation requirements specified by manufacturer or ACI Standard for each patching product as applicable.

- F. Cavities will be examined prior to commencement of patching operations. Sounding the surface shall be part of the examination. Delamination noted during the sounding shall be removed as specified.
- G. Airblasting is required as a final step to remove sand and debris. Debris shall be removed from the site prior to the start of patching.
- H. Coat exposed reinforcing steel with rebar primer. Apply per manufacturer's instructions.

3.2 MIXING, APPLICATION, AND FINISHING

- A. Conform to manufacturer's specifications or ACI Standard for each patching product, as applicable.
- B. Install repair mortar over the patch area and work into the substrate with proper finishing tools.
- C. Finished surface shall be struck off flush with existing surfaces. Finish shall match existing or be lightly brushed.

3.3 CURING

- A. Concrete shall be maintained above 50°F and in a moist condition for at least the first 7 days after placing.
- B. Curing shall be accomplished by burlap covers kept continuously wet, continuous waterproof paper or 4 mil polyethylene sheeting conforming to ASTM C-171 with edges lapped and tightly sealed by sand, wood planks, pressure-sensitive tape, mastic or glue.
- C. For concrete surfaces receiving no overlay a spray applied curing compound may be used in accordance with ASTM C-309. Two applications shall be made; the second shall be within an hour of the first application.
- D. The concrete shall be sounded by the Contractor in the presence of the Engineer with a chain drag after the curing time. Hollowness shall be corrected by the Contractor by removing the concrete at these locations and recasting at no extra cost to the Owner.
- E. Adequate protection shall be provided for concrete during freezing or near freezing weather. Concrete materials, reinforcement, forms, filler and ground with which concrete is to come in contact shall be free of frost, ice and snow. Whenever air temperature is below 40°F, the minimum temperature of concrete when discharged shall be 65°F and concrete during the required curing period shall be maintained at a temperature not less than 50°F. Throughout heating period concrete shall be kept moist as specified. Placement and curing of concrete during cold weather shall conform to requirements of ACI 306R.
- F. Placement and curing of concrete during hot weather shall be in conformance with the requirements of ACI 305R.

END OF SECTION

SECTION 03 37 12

GUNITE

PART 1 GENERAL

1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.
- B. The word "Gunitite" used in this specification shall mean the dry mix process as described in ACI 506R.
- C. Specification Section 03 37 13 "Shotcrete" which refers to the wet mix process as described in ACI 506R.

1.2 SUMMARY

- A. Include all material, labor, services and incidentals necessary for the completion of this section of the work.
- B. Furnish the necessary equipment and materials to apply gunitite patches on the underside of the parking structure slab, columns or beams

1.3 REFERENCES

- A. Industry Standards, Specifications and Codes
- B. General:
 - 1. Comply with all provisions of the following codes and standards except as modified herein.
 - 2. All referenced codes and standards including all revisions and commentaries shall be the most currently adopted as of the date of these contract documents.
- C. American Society For Testing and Materials (ASTM)
 - 1. ASTM C-33 Specification for Concrete Aggregate
 - 2. ASTM C-39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
 - 3. ASTM C-42 Standard Method of Obtaining and Testing Drilled Cored and Sawed Beams of Concrete
 - 4. ASTM C-150 Specification for Portland Cement
 - 5. ASTM C-309 Standard Specification for Liquid Membrane - Forming Compounds for Curing Concrete
 - 6. ASTM E-329 Specification for Inspection and Testing Agencies for Concrete, Steel and Bituminous materials as used in Construction
 - 7. Additional ASTM numbers are noted in later text.
- D. American Concrete Institute (ACI)
 - 1. ACI 301 Specification for Structural Concrete in Buildings

2. ACI 305 Recommended Practice for Hot Weather Concreting
3. ACI 306 Recommended Practice for Cold Weather Concreting
4. ACI 318 Building Code Requirements for Reinforced Concrete
5. ACI 506 Guide to Shotcrete
6. ACI 506.2 Specification for Materials, Proportioning and Application of Shotcrete
7. Field guide to Concrete Repair Application Procedures:
8. RAP Bulletin # 12 Concrete Repair by Shotcrete Application

1.4 SUBMITTALS

- A. The Contractor shall submit trial mix proportions with compressive strength results as described later in this section.
- B. The Contractor shall submit test results of gunite core tests after each day's gunning as described later in this section.

1.5 APPLICATOR QUALIFICATIONS

- A. The Contractor shall have three years of experience in performing work similar to that shown in the drawings and specifications. The foreman of the gunite crew shall have a minimum of two years' experience as a gunite nozzleman, finisher and gunman. The nozzleman shall have certification or a minimum 3000 hours experience as a nozzleman and completed at least one similar application as a nozzleman.
- B. The Contractor shall submit a list of three projects in which similar work to that specified was successfully completed. This list shall contain the following for each of the three projects:
 1. Project Name
 2. Owner of project
 3. Owner's representative, address and phone number
 4. One-sentence description of work
 5. Cost of this gunite work
 6. Total restoration cost of project
 7. Date of completion
- C. The sum of the costs for gunite work of the five projects provided above shall be a minimum of \$100,000.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Cement shall be stored in weathertight enclosures which shall provide protection from dampness and contamination. Aggregate stockpiles shall be arranged and used in a manner to avoid segregation or contamination with foreign matter or other aggregates. Reinforcement shall be stored so as to avoid contact with the ground.

PART 2 PRODUCTS

2.1 CONTRACTOR'S OPTION

- A. Contractor's option to use batched material or use of pre-portioned bag mix.

2.2 PRE-PORTIONED BAG MIX

- A. MS-D1 Synthetic Fiber Shotcrete by King Packaged Materials Company, Ontario CA

2.3 CONCRETE TYPE, STRENGTHS AND USES

- A. The minimum compressive strength indicated, based on 3" diameter, 3" long core specimens shall be as follows:

<u>Concrete Type</u>	<u>Strength</u>	<u>Use</u>
Gunitite	7 days - 3300 PSI	Beams and underside of slab repair
	28 days - 4000 PSI	

- B. Ends of the test specimens shall be properly prepared for testing as described in ASTM C-42 "Obtaining and Testing Drilled Cores and Sawed Beams of Concrete".

2.4 MATERIALS

A. CEMENT

1. Shall be Portland Cement conforming to ASTM C-150, Type 1.

B. ADMIXTURES

1. Admixtures shall be submitted to the Engineer for approval.
2. The total chloride ion content of the mix shall not exceed 0.10% by weight of cement.
3. Silica fume shall be used in the mix for exterior exposure or a silane sealer with 40% solids shall be applied over the gunitite repair.

C. WATER

1. Mixing water shall be fresh, clean and potable.

D. REINFORCING

1. Corroded reinforcing shall be prepared per Section 02 41 17 "Removal of Existing Concrete and Surface Preparation".

E. AGGREGATES

1. Aggregates shall be clean, free of salt and organic impurities and conform to the requirements of ASTM C-33. The combined gradation shall conform to one of the gradations shown below:

GRADATION LIMITS FOR COMBINED AGGREGATE - GRADATION NO.1

Sieve Size U.S. Standard <u>Square Mesh</u>	Percent by <u>Weight Passing</u>
1/2"	-
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10

2.5 MIX PROPORTIONS AND PRECONSTRUCTION TESTING

- A. The required gunite mix shall be developed prior to the actual application of gunite to any surface forming a permanent part of the repair work. A trial mix shall be made with the same ingredients and tested in the same mixing and placing equipment that is proposed for use in the work. The mix design proposed for use, when tested as described below shall have a minimum compressive strength of 3300 PSI at 7 days and 4000 PSI at 28 days.
- B. A sand to cement ratio of 3½ to 4.0 is recommended, the actual mix proportions used will be at the discretion of the Contractor so long as the requirements for strength and proper steel encasement are met. The lowest water-cement ratio compatible with the above parameters is recommended.
- C. Mix designs of each separate mix shall be prepared and the following data shall be submitted to the Engineer for each mix design. The Contractor shall be responsible for costs relating to testing.
 1. Sieve analysis for fine and coarse aggregate
 2. Test for aggregate organic impurities
 3. Proportions of all materials
 4. Mixing method
 5. Mill certificates for cement
 6. Slump at the pump
 7. Air content at the pump
- D. Two test panels shall be made using the trial mix by one of the nozzlemen expected to work on the job. The panel shall be at least 18" x 18" x 3"; they shall be gunned in an upside-down horizontal position simulating actual field conditions. At least 6 cubes or

cores shall be cut from each of the test panels. These specimens shall be cut from the gunited test panels not earlier than 5 days after gunning. The specimens shall be examined by the Engineer for sand pockets or lamination. Three specimens shall be tested for compressive strength at 7 and 28 days. For cube specimens and core cylinders with a length/diameter ratio less than 2, the minimum compressive strength shall be at least equal to the specified strength divided by 0.85. During storage, the specimens shall be kept continuously moist. Costs for cutting and testing shall be paid by the Owner.

- E. The proportions of materials determined on the basis of developed mix proportions and trial mix testing along with compressive strength data shall be submitted to the Engineer for approval. After approval by the Engineer, these proportions shall be used in the actual application of gunite and shall not be varied without further approval.

PART 3 EXECUTION

3.1 PREPARATION OF CHIPPED-OUT SURFACES TO RECEIVE GUNITE

- A. The Engineer will locate and mark the areas to be repaired.
- B. Refer to section 02 41 17 "Removal of Existing Concrete and Surface Preparation".

3.2 EQUIPMENT

A. GENERAL

- 1. Placing equipment shall consist of spray nozzle for providing ejection of dry materials and water in the mixture; separate hoses deliver dry materials and water to the nozzle; a suitable machine to introduce the dry materials to the delivery hose under air pressure; and air and water supply systems. The entire system shall be so arranged that the nozzleman may use air and water in any combination to prepare the surfaces or to clean completely. In addition, a separate air hose and blow pipe shall be available to remove dust and rebound during gunite application. Equipment shall be provided to allow application of gunite to all surfaces at a minimum range of one foot from the nozzle.

B. WATER SYSTEM

- 1. The water system shall be capable of supplying sufficient quantity at 90 PSI minimum pressure through a regulating valve, easily and accurately controlled by the nozzleman.

C. AIR SUPPLY

- 1. The air supply shall be capable of supplying the delivery machine at the pressures and volumes recommended by the manufacturer of the machine. No air supply system shall be used that delivers air contaminated by oil.

D. DELIVERY MACHINE

- 1. The delivery machine shall be capable of introducing dry materials to the delivery hose at a uniform rate, with ejection from the nozzle at velocities that apply materials to the treated surface with minimum rebound and maximum adherence and density.

3.3 BATCHING AND MIXING

- A. Weight batching shall be used to control mix proportions. With the Engineer's permission, volume batching may be used during gunite operations provided that a minimum of one weight batching check is made every 8 hours for control purposes. Cement may be batched by integral bags.
- B. Aggregate and cement shall be thoroughly mixed in the surface dry state before being deposited in the placing equipment. The moisture content of the combined aggregate at the time of mixing shall meet the approval of the inspector and should be in the range of 3% to 6% of weight of the oven-dry (110°C) aggregate.
- C. The water content of the mix should be such as to produce the minimum slump that can be handled by the pump. A slump in the range of 1½" to 3" at the pump is normally suitable. The applied mix shall be dry enough to prevent sagging or sloughing from the repair surface.

3.4 PLACEMENT OF GUNITE

- A. The provisions of "Guide to Shotcrete" (ACI 506) and "Specification for Materials, Proportioning and Application of Shotcrete" (ACI 506.2) should be followed insofar as they apply to the work.
- B. The thickness of any given layer of gunite shall be such as to preclude sagging or falling away. If wind or air currents cause separation of the nozzle stream during placement, gunite shall be discontinued or suitable means shall be provided to screen the nozzle stream.
- C. The surface of freshly placed gunite shall be broomed or scraped to remove any loose material if additional layers of gunite are to be applied thereto after hardening. Such surfaces shall also be dampened before applying succeeding layers.
- D. No gunite shall be placed if drying or stiffening of mix takes place at any time prior to delivery to the nozzle. Under no circumstances shall any rebound or previously expended material be included in the work or used in the gunite mix.
- E. If during the placement of gunite there is any overspray on adjacent surfaces including replacement subsequently to be gunited, all such overspray or rebound shall be removed prior to final set and before placement of gunite on such surfaces.
- F. Gunite which lacks uniformity, exhibits segregation, honeycombing, or lamination, or which contains any dry patches, voids or sand pockets shall be removed and replaced.
- G. The nozzle shall be held at such a distance and angle so that material shall be fully placed behind reinforcement before any material is allowed to accumulate on its face.
- H. Provide alignment wires to establish thickness and plane surfaces. Install alignment wires at corners and offsets not established by form work. Ensure alignment wires are tight, true to line and placed to allow further tightening.

3.5 FINISHING

- A. Scraping with a featheredge or screed to remove high spots shall not be done until the gunite has become stiff enough to withstand the pull of the screeding device.
- B. The final surface finish shall be troweled for architectural appearance. The finished surface shall retain the original architectural form. Partial forming of edges and corners with multiple passes of gunite shall be provided as directed by the Engineer.

3.6 CURING

- A. Freshly applied gunite shall be protected from premature drying and temperatures below 40F and shall be maintained with minimal moisture loss at a relatively constant temperature.
- B. Gunite shall be kept continuously moist for at least 7 days. The following method shall be used:
 - 1. Apply a curing compound in accordance with ASTM C-309 "Specifications for Liquid Membrane – Forming Compounds for Curing Concrete". Two applications shall be made; the second shall be within an hour of the first application. Curing compounds shall not be used on any surface which additional shotcrete or other cementitious materials are to be bonded. Curing compounds shall be compatible with the surface sealer to be used.

3.7 LIMITATIONS OF OPERATIONS

- A. No traffic shall be permitted in the bay above during the gunite work for 48 hours thereafter.
- B. Traffic and pedestrian movement through the work area shall be limited to prevent damage or injury resulting from the work. Adjacent surfaces shall be protected, as much as possible, and shall be cleaned after the gunite work is completed.

3.8 FIELD QUALITY CONTROL

- A. Specimens for determining compressive strength shall be made by the Contractor for each 8-hour period that gunite is placed.
- B. A test panel with minimum dimensions of 18" x 18" x 3" shall be gunned in the same position as the work represented and field cured in the same manner as the work. The panels shall be gunned by the nozzleman doing most of the work.
- C. At least three 3" diameter cores or 3" cubes shall be cut from each panel for testing. Panels shall not be removed prior to 12 hours after shotcreting. Specimens shall not be cut until immediately prior to testing. All cutting and testing shall be performed by a qualified approved testing laboratory which meets the requirements of ASTM E-329 and their reports will be sent to the Engineer and the Contractor. Cost for fabrication of the test panel shall be paid for by the Contractor. Cost for cutting and testing shall be paid for by the Owner.

- D. Testing of cores and cubes shall be in accordance with ASTM C-42. Each test report shall contain the following information for each set:
1. Individual test specimen strength, type of failure
 2. Specimen number
 3. Portion of structure represented by the concrete tested
 4. Date cast
 5. Date tested
 6. Concrete properties specified
 7. Notice if tests indicate concrete is not in conformance with specifications.
- E. The specimens shall be tested at an age of 7 days. Strength of concrete shall be considered satisfactory if average of two 7-day tests in each set of cores or cubes equals or exceeds 3300 PSI and neither of the 7-day tests is 500 PSI or more below the specified 7-day strength.
- F. Should results of test not meet preceding requirements associated gunite work will either be rejected by the Engineer or additional testing will be performed at 28 days. If strength acceptance criteria are not met by core tests at 28 days, the Contractor shall remove and replace all questionable areas of concrete at the Contractor's expense. The costs of additional tests shall be paid for by the Contractor.
- G. Contractor may choose to have cores removed and tested from the work in place rather than the test panels at his expense.
- H. The Engineer may perform additional destructive and non-destructive testing to detect voids in the gunite repairs. If any voids are found, the costs of these initial tests as well as all subsequent tests shall be paid by the Contractor. The Contractor shall also remove and replace at no cost to the Owner, all gunite repairs found to contain voids. If no voids are found, the costs of all tests will be paid by the Owner.

END OF SECTION

SECTION 03 37 13

SHOTCRETE

PART 1 GENERAL

1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.
- B. The word "Shotcrete" used in this specification shall mean the wet mix process as described in ACI 506R.
- C. Related work includes Specification Section 03 37 12 "Guniting" which refers to the dry mix process as described in ACI 506R and Section 02 41 17 "Removal of Existing Concrete and Surface Preparation".

1.2 SUMMARY

- A. Include all materials, labor, services and incidentals necessary for the completion of this section of the work.
- B. Furnish the necessary equipment and materials to apply shotcrete patches on the underside of the parking structure slab, columns or beams.

1.3 REFERENCES

- A. Industry Standards, Specifications and Codes
- B. General:
 - 1. Comply with all provisions of the following codes and standards except as modified herein.
 - 2. All referenced codes and standards including all revisions and commentaries shall be the most currently adopted as of the date of these contract documents.
- C. American Society for Testing and Materials (ASTM):
 - 1. ASTM C-33 Specification for Concrete Aggregate
 - 2. ASTM C-39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
 - 3. ASTM C-42 Standard Method of Obtaining and Testing Drilled Cored and Sawed Beams of Concrete
 - 4. ASTM C-150 Specification for Portland Cement
 - 5. ASTM C-260 Standard Specification for Air Entrained Admixtures for Concrete
 - 6. ASTM C-309 Standard Specification for Liquid Membrane - Forming Compounds for Curing Concrete
 - 7. ASTM E-329 Specification for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as used in Construction
 - 8. Additional ASTM numbers are noted in later text.

- D. American Concrete Institute (ACI):
 - 1. ACI 301 Specification for Structural Concrete in Buildings
 - 2. ACI 305 Recommended Practice for Hot Weather Concreting
 - 3. ACI 306 Recommended Practice for Cold Weather Concreting
 - 4. ACI 318 Building Code Requirements for Reinforced Concrete
 - 5. ACI 506 Guide to Shotcrete
 - 6. ACI 506.2 Specification for Materials, Proportioning and Application of Shotcrete
 - 7. Field Guide to Concrete Repair Application Procedures:
 - 8. RAP Bulletin # 12 Concrete Repair by Shotcrete Application

1.4 SUBMITTALS

- A. The Contractor shall submit trial mix proportions with compressive strength results as described later in this section.
- B. The Contractor shall submit test results of shotcrete core tests after each day's gunning as described later in this section.

1.5 APPLICATOR QUALIFICATIONS

- A. The Contractor shall have three years of experience in performing work similar to that shown in the drawings and specifications. The foreman of the shotcrete crew shall have a minimum of two years experience as a shotcrete nozzleman, finisher and gunman. The nozzleman shall have certification or a minimum 3000 hours experience as a nozzleman and completed at least on similar application as a nozzleman.
- B. The Contractor shall submit a list of three projects in which similar work to that specified was successfully completed. This list shall contain the following for each of the three projects:
 - 1. Project Name
 - 2. Owner of project
 - 3. Owner's representative, address and phone number
 - 4. One-sentence description of work
 - 5. Cost of this shotcrete work
 - 6. Total restoration cost of project
 - 7. Date of completion
 - 8. The sum of the costs for shotcrete work of the five projects provided above shall be a minimum of \$100,000.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Cement shall be stored in weathertight enclosures which shall provide protection from dampness and contamination. Aggregate stockpiles shall be arranged and used in a manner to avoid segregation or contamination with foreign matter or other aggregates. Reinforcement shall be stored so as to avoid contact with the ground.

PART 2 PRODUCTS

- A. Contractor's option to use batched material or use of pre-portioned bag mix.

2.2 PRE-PORTIONED BAG MIX

- A. MS-W1 Synthetic Fiber Shotcrete by King Packaged Materials Company, Ontario CA

2.3 CONCRETE TYPE, STRENGTHS AND USES

- A. The minimum compressive strength indicated, based on 3" diameter, 3" long core specimens shall be as follows:

<u>Concrete Type</u>	<u>Strength</u>	<u>Use</u>
Shotcrete	7 days - 3300 PSI 28 days - 4000 PSI	Beams and underside of slab repair

- B. Ends of the test specimens shall be properly prepared for testing as described in ASTM C-42 "Obtaining and Testing Drilled Cores and Sawed Beams of Concrete".

2.4 MATERIALS

A. CEMENT

1. Shall be Portland Cement conforming to ASTM C-150, Type 1.

B. ADMIXTURES

1. Admixtures shall be submitted to the Engineer for approval.
2. The total chloride ion content of the mix shall not exceed 0.10% by weight of cement.

C. AIR ENTRAINING

1. Shall conform to ASTM C-260. The entrained air content shall be controlled in a range of 6% to 8% of total air at the pump.
2. Air entraining shall be required for all shotcrete used in exterior applications.

D. WATER

1. Mixing water shall be fresh, clean and potable.

E. REINFORCING

1. Corroded reinforcing shall be prepared per Section 02 41 17 "Removal of Existing Concrete and Surface Preparation".

F. AGGREGATES

1. Aggregates shall be clean, free of salt and organic impurities and conform to the requirements of ASTM C-33. The combined gradation shall conform to one of the gradations shown below:

GRADATION LIMITS FOR COMBINED AGGREGATE - GRADATION NO.1

<u>Sieve Size</u> U.S. Standard Square Mesh	<u>Percent by</u> <u>Weight Passing</u>
1/2"	-
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10

2.5 MIX PROPORTIONS AND PRECONSTRUCTION TESTING

- A. The required shotcrete mix shall be developed prior to the actual application of shotcrete to any surface forming a permanent part of the repair work. A trial mix shall be made with the same ingredients and tested in the same mixing and placing equipment that is proposed for use in the work. The mix design proposed for use, when tested as described below shall have a minimum compressive strength of 3300 PSI at 7 days and 4000 PSI at 28 days.
- B. A sand to cement ratio of 3½ to 4.0 is recommended, the actual mix proportions used will be at the discretion of the Contractor so long as the requirements for strength and proper steel encasement are met. The lowest water-cement ratio compatible with the above parameters is recommended.
- C. Mix designs of each separate mix shall be prepared and the following data shall be submitted to the Engineer for each mix design. The Contractor shall be responsible for costs relating to testing.
 1. Sieve analysis for fine and coarse aggregate
 2. Test for aggregate organic impurities
 3. Proportions of all materials
 4. Mixing method
 5. Mill certificates for cement
 6. Slump at the pump
 7. Air content at the pump
- D. Two test panels shall be made using the trial mix by one of the nozzlemen expected to work on the job. The panel shall be at least 18" x 18" x 3"; they shall be gunned in an

upside-down horizontal position simulating actual field conditions. At least 6 cubes or cores shall be cut from each of the test panels. These specimens shall be cut from the shotcreted test panels not earlier than 5 days after shotcreting. The specimens shall be examined by the Engineer for sand pockets or lamination. Three specimens shall be tested for compressive strength at 7 and 28 days. For cube specimens and core cylinders with a length/diameter ratio less than 2, the minimum compressive strength shall be at least equal to the specified strength divided by 0.85. During storage, the specimens shall be kept continuously moist. Costs for cutting and testing shall be paid by the Owner.

- E. The proportions of materials determined on the basis of developed mix proportions and trial mix testing along with compressive strength data shall be submitted to the Engineer for approval. After approval by the Engineer, these proportions shall be used in the actual application of shotcrete and shall not be varied without further approval.

PART 3 EXECUTION

3.1 PREPARATION OF CHIPPED-OUT SURFACES TO RECEIVE SHOTCRETE

- A. The Engineer will locate and mark the areas to be repaired.
- B. Refer to section 02 41 17 "Removal of Existing Concrete and Surface Preparation".

3.2 BATCHING AND MIXING

- A. Weight batching shall be used to control mix proportions. With the Engineer's permission, volume batching may be used during shotcreting operations provided that a minimum of one weight batching check is made every 8 hours for control purposes. Cement may be batched by integral bags.
- B. Aggregate and cement shall be thoroughly mixed in the surface dry state before being deposited in the placing equipment. The moisture content of the combined aggregate at the time of mixing shall meet the approval of the inspector and should be in the range of 3% to 6% of weight of the oven-dry (110°C) aggregate.
- C. The water content of the mix should be such as to produce the minimum slump that can be handled by the pump. A slump in the range of 1½" to 3" at the pump is normally suitable. The applied mix shall be dry enough to prevent sagging or sloughing from the repair surface.

3.3 PLACEMENT OF SHOTCRETE

- A. The provisions of "Guide to Shotcrete" (ACI 506) and "Specification for Materials, Proportioning and Application of Shotcrete" (ACI 506.2) should be followed insofar as they apply to the work.
- B. The thickness of any given layer of shotcrete shall be such as to preclude sagging or falling away. If wind or air currents cause separation of the nozzle stream during placement, shotcreting shall be discontinued or suitable means shall be provided to screen the nozzle stream.

- C. The surface of freshly placed shotcrete shall be broomed or scraped to remove any loose material if additional layers of shotcrete are to be applied thereto after hardening. Such surfaces shall also be dampened before applying succeeding layers.
- D. No shotcrete shall be placed if drying or stiffening of mix takes place at any time prior to delivery to the nozzle. Under no circumstances shall any rebound or previously expended material be included in the work or used in the shotcrete mix.
- E. If during the placement of shotcrete there is any overspray on adjacent surfaces including replacement subsequently to be shotcreted, all such overspray or rebound shall be removed prior to final set and before placement of shotcrete on such surfaces.
- F. Shotcrete which lacks uniformity, exhibits segregation, honeycombing or lamination, or which contains any dry patches, voids or sand pockets shall be removed and replaced.
- G. The nozzle shall be held at such a distance and angle so that material shall be fully placed behind reinforcement before any material is allowed to accumulate on its face.
- H. Provide alignment wires to establish thickness and plane surfaces. Install alignment wires at corners and offsets not established by form work. Ensure alignment wires are tight, true to line and placed to allow further tightening.

3.4 FINISHING

- A. Scraping with a featheredge or screed to remove high spots shall not be done until the shotcrete has become stiff enough to withstand the pull of the screeding device.
- B. The final surface finish shall be troweled for architectural appearance. The finished surface shall retain the original architectural form. Partial forming of edges and corners with multiple passes of shotcrete shall be provided as directed by the Engineer.

3.5 CURING

- A. Freshly applied shotcrete shall be protected from premature drying and temperatures below 40°F and shall be maintained with minimal moisture loss at a relatively constant temperature.
- B. Shotcrete shall be kept continuously moist for at least 7 days. The following method shall be used:
 - 1. Applying a curing compound in accordance with ASTM C-309 "Specifications for Liquid Membrane – Forming Compounds for Curing Concrete". Two applications shall be made; the second shall be within an hour of the first application. Curing compounds shall not be used on any surface which additional shotcrete or other cementitious materials are to be bonded. Curing compounds shall be compatible with the surface sealer to be used.

3.6 LIMITATIONS OF OPERATIONS

- A. No traffic shall be permitted in the bay above during the shotcreting work for 48 hours thereafter.

- B. Traffic and pedestrian movement through the work area shall be limited to prevent damage or injury resulting from the work. Adjacent surfaces shall be protected as much as possible and shall be cleaned after the shotcrete work is completed.

3.7 FIELD QUALITY CONTROL

- A. Specimens for determining compressive strength shall be made by the Contractor for each 8-hour period that shotcrete is placed.
- B. A test panel with minimum dimensions of 18" x 18" x 3" shall be gunned in the same position as the work represented and field cured in the same manner as the work. The panels shall be gunned by the nozzleman doing most of the work.
- C. At least three 3" diameter cores or 3" cubes shall be cut from each panel for testing. Panels shall not be removed prior to 12 hours after shotcreting. Specimens shall not be cut until immediately prior to testing. All cutting and testing shall be performed by a qualified approved testing laboratory which meets the requirements of ASTM E-329 and their reports will be sent to the Engineer and the Contractor. Cost for fabrication of the test panel shall be paid for by the Contractor. Cost for cutting and testing shall be paid for by the Owner.
- D. Testing of cores and cubes shall be in accordance with ASTM C-42. Each test report shall contain the following information for each set:
 - 1. Individual test specimen strength, type of failure
 - 2. Specimen number
 - 3. Portion of structure represented by the concrete tested
 - 4. Date cast
 - 5. Date tested
 - 6. Concrete properties specified
 - 7. Notice if tests indicate concrete is not in conformance with specifications.
- E. The specimens shall be tested at an age of 7 days. Strength of concrete shall be considered satisfactory if average of two 7-day tests in each set of cores or cubes equals or exceeds 3300 PSI and neither of the 7-day tests is 500 PSI or more below the specified 7-day strength.
- F. Should results of test not meet preceding requirements, associated shotcrete work will either be rejected by the Engineer or additional testing will be performed at 28 days. If strength acceptance criteria are not met by core tests at 28 days, the Contractor shall remove and replace all questionable areas of concrete at the Contractor's expense. The costs of additional tests shall be paid for by the Contractor.
- G. Contractor may choose to have cores removed and tested from the work in place rather than the test panels at his expense.
- H. The Engineer may perform additional destructive and non-destructive testing to detect voids in the shotcrete repairs. If any voids are found, the costs of these initial tests as well as all subsequent tests shall be paid by the Contractor. The Contractor shall also remove and replace at no cost to the Owner, all shotcrete repairs found to contain voids. If no voids are found, the costs of all tests will be paid by the Owner.

END OF SECTION

SECTION 33 44 00

STORM UTILITY WATER DRAINS (PRECST TRENCH DRAIN SYSTEMS)

PART 1 GENERAL

1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.

1.2 SUMMARY

- A. Section Includes: Surface drainage, including precast trench drain systems.

1.3 REFERENCES

- A. Deutsches Institut für Normung e.V. (German Standards Institute) (DIN):
 - 1. DIN 19580 Dec 1988; Surface Water Drainage Channels for Traffic Areas; Classification, Design, Marking, Classes A15 to F900.
- B. American Society of Mechanical Engineers (ASME):
 - 1. ASME A112.21.1M Floor Drains.

1.4 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide trench drain system which has been manufactured and installed to withstand dynamic wheel loads and to maintain performance criteria stated by manufacturer without defects, damage or failure.

1.5 SUBMITTALS

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 01 Submittal Procedures Section.
- B. Product Data: Submit product data and installation instructions including manufacturer's SPEC-DATA product sheet, for specified products.
- C. Shop Drawings: Submit shop drawings showing layout, profiles and product components, including anchorage, accessories, finish colors, patterns and textures.
- D. Samples: Submit selection and verification samples for finishes, colors and textures.
- E. Quality Assurance Submittals: Submit the following:
 - 1. Test Reports: Certified test reports showing compliance with specified performance characteristics and physical properties.
 - 2. Certificates: Product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.
 - 3. Manufacturer's Field Reports: Manufacturer's field reports specified herein.

- F. Closeout Submittals: Submit the following:
 - 1. Warranty: Warranty documents specified herein.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project.
- B. Pre-installation Meetings: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements. Comply with Division 01 Project Management and Coordination (Project Meetings) Section.

1.7 DELIVERY, STORAGE & HANDLING

- A. General: Comply with Division 01 Product Requirements Sections.
- B. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- D. Storage and Protection: Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer.

1.8 PROJECT CONDITIONS

- A. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.

1.9 WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under Contract Documents.
 - 1. Warranty Period: 12 months commencing on Date of Substantial Completion or 24 months from date of purchase, whichever is sooner.

PART 2 PRODUCTS

2.1 PRECAST TRENCH DRAIN SYSTEMS

- A. Manufacturer: ACO Polymer Products, Inc.
 - 1. Contact: PO Box 245, 12080 Ravenna Road, Chardon, OH 44024; Telephone: (800) 543-4764, (440) 285-7000; Fax: (440) 285-7005; E-mail: info@acousa.com; website: www.acousa.com.

- B. Proprietary Products/Systems. Precast Trench Drain Systems, including the following:
 - 1. ACO Drain K100S Polymer Concrete System:
 - a. Material: Polymer concrete.
 - b. Channels: 4 inches (100 mm) internal width.
 - c. Length: 39.37 inches (1 m) neutral/sloped.
 - d. Slope: 0.6% sloped.
 - e. Metal Edge Rail: Galvanized steel.
 - f. Grates: 435 galvanized steel, slotted.
 - g. Grate Locking System: QuickLok.
 - h. Grate Load Class: Class D400 - 89,920 lb./1859 psi (40,824 kg/12,809 kPa) in compliance with DIN 19580.
 - i. Catch Basins: Type 900.
 - j. Outlets: Channel bottom drill-out for 6 inches (150 mm) schedule 40 pipe.
 - k. Accessories: Inlet/Outlet end caps with 6 inches (150 mm) schedule 40 outlet.

2.2 PRODUCT SUBSTITUTIONS

- A. Substitutions: No substitutions permitted.

PART 3 EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- A. Comply with manufacturer's product data, including product technical bulletins, product catalog, installation instructions and installation section drawings.

3.2 EXAMINATION

- A. Site Verification of Conditions: Verify that conditions of substrates previously installed under other sections are acceptable for product installation in accordance with manufacturer's instructions.

3.3 PREPARATION

- A. Surface Preparation: Ensure ground conditions are suitable. Poor site conditions require engineering advice.

3.4 INSTALLATION

- A. Precast Trench Drain System Installation: Ensure channels are surrounded on all 3 sides by concrete of minimum 3000 psi (20,670 kPa) compressive strength. Check relevant installation section drawings for dimensions required.
- B. Related Products Installation: Refer to other sections in Related Sections paragraph herein for related products installation.

3.5 FIELD QUALITY CONTROL

- A. Inspection:
 - 1. Ensure grates are in correct position and captive.
 - 2. Ensure pipe and outlet connections are cleared and checked.
- B. Manufacturer's Field Services: Upon Owner's request, provide manufacturer's field service consisting of product use recommendations and periodic site visit for inspection of product installation in accordance with manufacturer's instructions.

3.6 CLEANING

- A. Cleaning: Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance. Remove construction debris from project site and legally dispose of debris.

3.7 PROTECTION

- A. Protection: Protect installed product and finish surfaces from damage during subsequent construction.

END OF SECTION