

RFB NO. 318051



# **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. 318051 REMOTE DESCENT SYSTEM CONSTRUCTION DANE COUNTY COURTHOUSE 215 S HAMILTON ST MADISON, WISCONSIN**

Due Date / Time: **TUESDAY, October 29, 2019 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

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

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FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

TODD DRAPER, PROJECT MANAGER TELEPHONE NO.: 608/267-0119

FAX NO.: 608/267-1533

E-MAIL: DRAPER@COUNTYOFDANE.COM

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Plot drawings on 22" x 34" (ANSI D) paper for correct scale or size.

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**LEGAL NOTICE**

**INVITATION TO BID**

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

**2:00 P.M., TUESDAY, OCTOBER 29, 2019**

**RFB NO. 318051**

**REMOTE DESCENT SYSTEM CONSTRUCTION**

**DANE COUNTY COURTHOUSE**

**215 S HAMILTON ST, MADISON, WI**

Dane County is inviting Bids for construction services to install anchor posts and structural steel sleeves to allow for code compliant cable/ rope decent, enabling future building maintenance. 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 Sept 26, 2019** by downloading it from [bids-pwht.countyofdane.com](http://bids-pwht.countyofdane.com). Please call Todd Draper, Project Mgr, at 608/267-0119, or our office at 608/266-4018, for any questions or additional information.

A mandatory pre-bid site tour will be held October 8th, 2019 at 9:00 a.m. at the Dane County Courthouse, starting in the lobby. Bidders are required to attend this mandatory tour in order to bid on the Work.

**PUBLISH:      SEPTEMBER 24 & OCTOBER 1, 2019 - WISCONSIN STATE JOURNAL  
                    SEPTEMBER 24 & OCTOBER 1, 2019 - 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/](http://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"/><br>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"/><br>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"/><br>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"/><br>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"/><br>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"/><br>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"/><br>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 / Waterproofing  
Sheet Metal Worker  
Sprinkler Fitter  
Steamfitter (Service & Refrigeration)  
Taper & Finisher  
Telecommunications (Voice, Data & Video) Installer / Technician  
Tile Setter

# INSTRUCTIONS TO BIDDERS

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### **1. GENERAL**

- A. Before submitting Bid, bidder shall thoroughly examine all Construction Documents. Successful Bidder shall be required to provide all the Work that is shown on Drawings, set forth in Specifications, or reasonably implied as necessary to complete Contract for this project.
- B. Bidder shall visit site to become acquainted with adjacent areas, means of approach to site, conditions of actual site and facilities for delivering, storing, placing, and handling of materials and equipment.
- C. Pre-bid meeting is scheduled on October 8, 2019 at 9 a.m., at Dane County Courthouse, 215 S Hamilton, Madison, in first floor lobby. Attendance by all bidders is mandatory. Other subcontractors to bidders are encouraged to attend.

### **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 Consultant / Engineer, will not be responsible for verbal instructions.

#### **4. QUALIFICATIONS OF BIDDER (CONTRACTOR AND SUBCONTRACTOR)**

- A. Before award of Contract can be approved, Owner shall be satisfied that Bidder involved meets following requirements:
  - 1. Has completed at least one (1) project of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications.
  - 2. Maintains permanent place of business.
  - 3. Can be bonded for terms of proposed Contract.
- 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](http://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. N/A

#### **17. UNIT PRICES**

- A. N/A

#### **18. COMMENCEMENT AND COMPLETION**

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

#### **19. WORK BY OWNER**

- A. Not Applicable.

#### **20. SPECIAL HAZARDS COVERAGE**

A. Not Applicable.

**FORM A**

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

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

PROJECT NAME: \_\_\_\_\_

\_\_\_\_\_

BID NO.: \_\_\_\_\_ BID DUE DATE: \_\_\_\_\_

**BIDDER INFORMATION**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**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<br/>CONTACTED</u> | <u>DATE</u> | <u>PERSON<br/>CONTACTED</u> | <u>DID<br/>ESB<br/>BID?</u> | <u>ACC-<br/>EPT<br/>BID?</u> | <u>REASON FOR<br/>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. 318051**

**PROJECT: REMOTE DESCENT SYSTEM CONSTRUCTION  
DANE COUNTY COURTHOUSE**

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

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

**BASE BID - LUMP SUM:**

Dane County is inviting bids for the construction of remote descent system sleeves and anchors to access the atrium windows of the Dane County Courthouse Building along S. Hamilton St.. The anchor system will consist of ten (10) tip over roof anchor points, six (6) stationary anchor posts at steel framing, one (1) stationary anchor post at concrete framing, and nine (9) new pipe openings through the roof structure. The undersigned, having examined the site where the Work is to be executed and having become familiar with local conditions affecting the cost of the Work and having carefully examined the Drawings and Specifications, all other Construction Documents and Addenda thereto prepared by Dane County Department of Public Works, Highway & Transportation hereby agrees to provide all labor, materials, equipment and services necessary for the complete and satisfactory execution of the entire Work, as specified in the Construction Documents, for the Base Bid stipulated sum of:

\_\_\_\_\_ and \_\_\_\_\_/100 Dollars  
Written Price

\$ \_\_\_\_\_  
Numeric Price

**ALTERNATE BID 1 - LUMP SUM:**

Add price for providing Price for construction of twelve (12) tip over roof anchor posts and ten (10) stationary anchor posts at steel framing along the Dane County Courthouse Building rooftop adjacent to W. Wilson St..

\_\_\_\_\_ and \_\_\_\_\_/100 Dollars  
Written Price

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

**ALTERNATE BID 2 - LUMP SUM:**

Add price for providing



Price for construction of twenty (20) tip over roof anchor posts, twenty four (24) stationary anchor posts at steel framing, and seven (7) stationary anchor post at concrete framing along the Dane County Courthouse Building rooftop adjacent to the Dane County Public Safety Building. \_\_\_\_\_ and \_\_\_\_\_ /100 Dollars

Written Price  
\$ \_\_\_\_\_  
Numeric 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 Administration must have this project completed by May 15, 2020. Assuming this Work can be started by December 16, 2019, what dates can you commence and complete this job?

Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
(final, not substantial)

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

\_\_\_\_\_  
(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

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

Of the City, Village, or Town of \_\_\_\_\_ of the State of \_\_\_\_\_.

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

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

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

**SIGNATURE:** \_\_\_\_\_  
(Bid is invalid without signature)

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

**BID CHECK LIST:**

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

- Bid Form                       Bid Bond                       Fair Labor Practices Certification  
 Waste Management Plan

**DANE COUNTY BEST VALUE CONTRACTING PRE-QUALIFICATION**

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

[countyofdane.com/pwht/BVC\\_Application.aspx](http://countyofdane.com/pwht/BVC_Application.aspx)

**DANE COUNTY VENDOR REGISTRATION PROGRAM**

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

[danepurchasing.com/Account/Login?](http://danepurchasing.com/Account/Login?)

**FAIR LABOR PRACTICES CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
Officer or Authorized Agent Signature Date

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
Printed or Typed Business Name

**NOTE:** You can find information regarding the violations described above at: [www.nlrb.gov](http://www.nlrb.gov) and [werc.wi.gov](http://werc.wi.gov).

For reference, Dane County Ordinance 25.09 is as follows:

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

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

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

**COUNTY OF DANE**

**PUBLIC WORKS CONSTRUCTION CONTRACT**

Contract No. \_\_\_\_\_ Bid No. 318051

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

**WITNESSETH:**

**WHEREAS**, COUNTY, whose address is c/o Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR install Dane County Courthouse Remote Descent System including Alternate Bids for hardware to service additional building elevations.

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

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

1. CONTRACTOR agrees to construct, for the price of \$ \_\_\_\_\_ the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid Form, , 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 JDR Engineering (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Table of Contents, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the General Conditions of Contract, , and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the General Conditions of Contract.
3. During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. Such equal opportunity shall include, but not be limited to, the following: employment,

upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

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

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

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

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

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

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

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

\* \* \* \* \*

**FOR CONTRACTOR:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed or Typed Name and Title

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

\* \* \* \* \*

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

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi, County Executive Date

\_\_\_\_\_  
Scott McDonell, County Clerk Date

Sample



# AIA<sup>®</sup> Document A310<sup>™</sup> – 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<sup>®</sup> Document A312<sup>™</sup> – 2010

## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

**SURETY:**

(Name, legal status and principal place of business)

**OWNER:**

(Name, legal status and address)

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

(Name and location)

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_

Name \_\_\_\_\_  
and Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Name \_\_\_\_\_  
and Title: \_\_\_\_\_

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

#### § 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

Sample

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_

*(Corporate Seal)*

Company: \_\_\_\_\_

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

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



# AIA® Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

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

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

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

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

*(Name and location)*

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount:

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company: *(Corporate Seal)*

Signature: \_\_\_\_\_

Name \_\_\_\_\_  
and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name \_\_\_\_\_  
and Title: \_\_\_\_\_

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

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

#### § 16 Definitions

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

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

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

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



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

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

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

§ 18 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_

(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_

(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

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

# GENERAL CONDITIONS OF CONTRACT

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## **1. CONSTRUCTION DOCUMENTS**

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

## **2. DEFINITIONS**

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

## **3. ADDITIONAL INSTRUCTIONS AND DRAWINGS**

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

#### **4. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

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

#### **5. CUTTING AND PATCHING**

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

## **6. CLEANING UP**

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

## **7. USE OF SITE**

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

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

## **8. MATERIALS AND WORKMANSHIP**

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

## **9. CONTRACTOR'S TITLE TO MATERIALS**

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

## **10. "OR EQUAL" CLAUSE**

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

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

## **11. PATENTS AND ROYALTIES**

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

## **12. SURVEYS, PERMITS, REGULATIONS AND TAXES**

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

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

### **13. CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE**

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



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

#### **14. WEATHER CONDITIONS**

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

#### **15. PROTECTION OF WORK AND PROPERTY**

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

#### **16. INSPECTION AND TESTING OF MATERIALS**

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

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

## **17. REPORTS, RECORDS AND DATA**

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

## **18. CHANGES IN THE WORK**

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

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

## **19. EXTRAS**

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

## **20. TIME FOR COMPLETION**

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

## **21. CORRECTION OF WORK**

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

## **22. SUBSURFACE CONDITIONS FOUND DIFFERENT**

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

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

### **23. RIGHT OF DEPARTMENT TO TERMINATE CONTRACT**

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

### **24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

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

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

## **25. PAYMENTS TO CONTRACTOR**

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

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

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

## **26. WITHHOLDING OF PAYMENTS**

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

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

## **27. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

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

## **28. PAYMENTS BY CONTRACTOR**

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

## **29. CONTRACT SECURITY**

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

## **30. ASSIGNMENTS**

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

### **31. MUTUAL RESPONSIBILITY OF CONTRACTORS**

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

### **32. SEPARATE CONTRACTS**

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

### **33. SUBCONTRACTS**

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



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

#### **34. PUBLIC WORKS PROJECT MANAGER’S AUTHORITY**

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

#### **35. ARCHITECT / ENGINEER’S AUTHORITY**

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

#### **36. STATED ALLOWANCES**

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

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

**37. ESTIMATES OF QUANTITIES**

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

**38. LANDS AND RIGHTS-OF-WAY**

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

### **39. GENERAL GUARANTEE**

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

### **40. CONFLICTING CONDITIONS**

- A. Any provision in any of Construction Documents which may be in conflict or inconsistent with any Articles in these General Conditions of Contract or Supplementary Conditions shall be void to extent of such conflict or inconsistency.
- B. In case of ambiguity or conflict between Drawings and Specifications, Specifications shall govern.
- C. Printed dimensions shall be followed in preference to measurements by scale. Large-scale drawings take precedence over small-scale drawings. Dimensions on Drawings and details are subject to field measurements of adjacent work.

### **41. NOTICE AND SERVICE THEREOF**

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

## **42. PROTECTION OF LIVES AND HEALTH**

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

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

- A. Affirmative Action Provisions.
  - 1. During term of their Contract, Contractor agrees not to discriminate on basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee, or applicant for employment. Such equal opportunity shall include but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, these affirmative action standards so as to be visible to all employees, service recipients and applicants for this paragraph. Listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to extent allowable in state or federal law.
  - 2. Contractor is subject to this Article only if Contractor has ten (10) or more employees and receives \$10,000.00 or more in annual aggregate contracts with County. Contractor shall file and Affirmative Action Plan with Dane County Contract Compliance Officer in accord with Chapter 19 of Dane County Code of Ordinances. Such plan must be filed within fifteen (15) business days of effective date of this Contract and failure to do so by said date shall constitute ground for immediate termination of Contract by County. Contractor shall also, during term of this Contract, provide copies of all announcements of employment opportunities to County's Contract Compliance Office, and shall report annually number of persons, by race, sex and handicap status, who apply for employment, and, similarly classified, number hired and number rejected.
  - 3. Contact Dane County Contract Compliance Officer at Dane County Contract Compliance Office, 210 Martin Luther King, Jr. Blvd., Room 421, Madison, WI 53703, 608/266-4114.
  - 4. In all solicitations for employment placed on Contractor's behalf during term of this Contract, Contractor shall include statement to affect Contractor is "Equal Opportunity Employer". Contractor agrees to furnish all information and reports required by County's Contract Compliance Officer as same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and provision of this Contract.
- B. Minority / Women / Disadvantaged / Emerging Small Business Enterprises.
  - 1. Chapter 19.508 of Dane County Code of Ordinances is official policy of Dane County regarding utilization of, to fullest extent of, Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs) Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs).
  - 2. Contractor may utilize MBEs / WBEs / DBEs / ESBEs as subcontractors or suppliers. List of subcontractors will be required of low bidder as stated in this Contract. List shall

indicate which are MBEs / WBEs / DBEs / ESBEs and percentage of subcontract awarded, shown as percentage of total dollar amount of bid.

#### **44. COMPLIANCE WITH FAIR LABOR STANDARDS**

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

#### **45. DOMESTIC PARTNERSHIP BENEFITS**

- A. Not Used.

#### **46. USE AND OCCUPANCY PRIOR TO ACCEPTANCE**

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

#### **47. MINIMUM WAGES**

- A. Contractor shall post, at appropriate conspicuous point on site of project, schedule showing all determined minimum wage rates for various classes of laborers and mechanics to be engaged in the Work under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by laborers and mechanics so engaged.
- B. Supplementary Conditions section in Construction Documents lists wage determinations required by State Law.
- C. If, after award of Contract, it becomes necessary to employ any person in trade or occupation not classified in wage determinations, such person shall be paid at not less than such rate as shall be determined by Wisconsin Department of Workforce Development. Such approved minimum rate shall be retroactive to time of initial employment of such person in such trade

or occupation. Contractor shall notify Department of Contractor's intention to employ persons in trades or occupations not so classified in sufficient time for Department to obtain approved rates for such trades or occupations.

- D. Specified wage rates are minimum rates only, and Department will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of applicable rate contained in this Contract. Contractor shall adjust any disputes in regard to payment of wages in excess of those specified in this Contract.

#### **48. CLAIMS**

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

#### **49. ANTITRUST AGREEMENT**

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

#### **50. INSURANCE**

- A. Contractor Carried Insurance:
1. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this Article and has provided evidence of such insurance to Risk Manager, 425 City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703. Contractor shall not allow any subcontractor to commence work until insurance required of subcontractor has been so obtained and approved. Company providing insurance must be licensed to do business in Wisconsin.
  2. Worker's Compensation Insurance:
    - a) Contractor shall procure and shall maintain during life of this Contract, Worker's Compensation Insurance as required by statute for all of Contractor's employees engaged in work at site of project under this Contract and, in case of any such work sublet, Contractor shall require subcontractor similarly to provide Worker's Compensation Insurance for all of latter's employees to be engaged in such work unless such employees are covered by protection afforded by Contractor's Worker's Compensation Insurance.
    - b) If any claim of employees engaged in hazardous work on project under this Contract is not protected under Worker's Compensation Statute, Contractor shall provide and shall cause each subcontractor to provide adequate Employer's Liability Insurance for protection of such of Contractor's employees as are not otherwise protected.
  3. Contractor's Public Liability and Property Damage Insurance:
    - a) Contractor shall procure and maintain during life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in amount not less than \$1,000,000 bodily injury, including accidental death, to any one person, and subject to same limit for each person, in amount not less than \$1,000,000 on

account of one accident, and Contractor's Property Damage Insurance in amount not less than \$1,000,000 or combined single limit of at least \$1,000,000 with excess coverage over and above general liability in amount not less than \$5,000,000.

Contractor shall add "Dane County" as additional insured for each project.

- b) Contractor's Public Liability and Property Damage Insurance shall include Products, Completed Operation, and Contractual Liability under Insurance Contract.  
"Contractor shall in all instances save, defend, indemnify and hold harmless County and Architect / Engineer against all claims, demands, liabilities, damages or any other costs which may accrue in prosecution of the Work and that Contractor will save, defend, indemnify and hold harmless County and Architect / Engineer from all damages caused by or as result of Contractor's operations" and each shall be listed as additional insured on Contractor's and sub-contractors' insurance policies.
  - c) Obligations of Contractor under Article 50.A.2.b) shall not extend to liability of Architect / Engineer, agents or employees thereof, arising out of:
    - 1) Preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
    - 2) Giving of or failure to give directions or instructions by Architect / Engineer, agents or employees thereof provided such giving or failure to give is primary cause of injury or damage.
  - d) Contractor shall procure and shall maintain during life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000 each accident single limit, bodily injury and property damage combined with excess coverage over and above general liability in amount not less than \$5,000,000.
  - e) Contractor shall either:
    - 1) Require each subcontractor to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or
    - 2) Insure activities of subcontractors in Contractor's own policy.
4. Scope of Insurance and Special Hazards: Insurance required under Article 50.A.2 & 50.A.3. hereof shall provide adequate protection for Contractor and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by insured or by anyone directly or indirectly employed by insured and also against any of special hazards which may be encountered in performance of this Contract as enumerated in Supplementary Conditions.
5. Proof of Carriage of Insurance: Contractor shall furnish Risk Manager with certificates showing type, amount, class of operations covered, effective dates, dates of expiration of policies and "Dane County" listed as additional insured. Such certificates shall also contain (substantially) following statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) business days written notice has been received by Risk Manager."

#### B. Builder's Risk:

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

#### C. Indemnification / Hold Harmless:

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

## **51. WISCONSIN LAW CONTROLLING**


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



## SUPPLEMENTARY CONDITIONS

### 1. APPLICATION & CERTIFICATE FOR PAYMENT

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

**AIA** Document G703™ – 1992

**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<br>ITEM NO.  | B<br>DESCRIPTION OF WORK | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED                            |                  | F<br>MATERIALS PRESENTLY STORED<br><i>(Not in D or E)</i> | G<br>TOTAL COMPLETED AND STORED TO DATE<br><i>(D+E-F)</i> | H<br>BALANCE TO FINISH<br><i>(C-G)</i> | I<br>RETAINAGE<br><i>(if variable rate)</i> |
|--|--------------------------|----------------------|--|------------------|---|---|--|---|
|  |                          |                      | D<br>FROM PREVIOUS APPLICATION<br><i>(D-E)</i> | E<br>THIS PERIOD |   |   |  |   |
| <p>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.</p> <p>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.</p> |                          |                      |  |                  |   |   |  |   |
| <p>10-1204504</p>  |                          |                      |  |                  |   |   |  |   |

SAMPLE ONLY -  
NOT FOR  
SUBMITTAL

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. Submittal Procedures
12. Proposed Products List
13. Shop Drawings
14. Product Data
15. Samples
16. Manufacturers' Instructions
17. Manufacturers' Certificates
18. Quality Assurance / Quality Control of Installation
19. References
20. Interior Enclosures
21. Protection of Installed Work
22. Parking
23. Staging Areas
24. Occupancy During Construction and Conduct of Work
25. Protection
26. Progress Cleaning
27. Products
28. Transportation, Handling, Storage and Protection
29. Product Options
30. Demonstration and Instructions
31. Contract Closeout Procedures
32. Final Cleaning
33. Operation and Maintenance Data
34. Spare Parts and Maintenance Materials
35. As-Built and Record Drawings and Specifications

## 1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to provide construction services for the installation of a remote descent system on the roof of the Dane County Courthouse.
- B. Work by Owner: Not applicable.
- C. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work and facility occupancy.

## 1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by Contractors or Subcontractors and access by Owner.

## 1.4 APPLICATIONS FOR PAYMENT

- A. Submit one (1) original copies with “wet” signatures of each application on AIA G702™ and G703™ forms or approved contractors invoice form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.
- D. Submit Applications for Payment to Architect / Engineer for initial approval. Architect / 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.

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

## 1.10 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at minimum of one (1) per week, at 9:00 a.m. each Tuesday with Public Works Project Manager. Different time / day may be negotiated with Public Works Manager & Architect / Engineer.
- B. Preside at meetings, record minutes, and distribute copies within two (2) business days to those affected by decisions made.

## 1.11 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.

1.12 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.

1.13 SHOP DRAWINGS

- A. Submit number of copies that Contractor requires, plus two (2) copies that shall be retained by Public Works Project Manager.

1.14 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.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

#### 1.19 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.

#### 1.20 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.

#### 1.21 PROTECTION OF INSTALLED WORK

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

#### 1.22 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel. Limited parking shall be available at the Work site.

#### 1.23 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.

#### 1.24 OCCUPANCY DURING CONSTRUCTION AND CONDUCT OF WORK

- A. Areas of existing facility will be occupied during period when 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. Notify Owner when coring or similar noise making work is to be done and obtain Owner's written approval of schedule. If schedule is not convenient for Owner, reschedule and resubmit new times for Owner approval. Coring of floor along with other noisy work may have to be done on second and third shifts. Refer to phasing drawings.
- B. All construction material and salvage material shall be removed from facility or secured at day's end.



- C. Smoking is prohibited on Dane County property.
- D. Owner reserves right at any time to dismiss from premises any Contractor or construction personnel that do not uphold requirements of this Section.
- E. Owner shall not be held liable for any lost time, wages, or impacts to construction schedule by any Contractor or construction personnel dismissed for failure to uphold requirements of this Section. 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.
- F. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.
- G. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this Contract is to be performed.
- H. 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.
- I. 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.
- J. Contractor is not responsible for providing & maintaining temporary toilet facilities.

#### 1.25 PROTECTION

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

#### 1.26 PROGRESS CLEANING

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

#### 1.27 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.

#### 1.28 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

#### 1.29 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 not be considered. Owner reserves right to approve or reject substitutions based on Specification requirements and intended use.

#### 1.30 DEMONSTRATION AND INSTRUCTIONS

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

#### 1.31 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.

#### 1.32 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.

#### 1.33 ADJUSTING

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

#### 1.34 OPERATION AND MAINTENANCE MANUAL

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

#### 1.35 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.

#### 1.36 AS-BUILT AND RECORD DRAWINGS AND SPECIFICATIONS

- A. Contractor-produced Drawings and Specifications shall remain property of Contractor whether Project for which they are made is executed or not. Contractor shall furnish Architect / Engineer 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. Architect / 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.

Architect / Engineer shall furnish Public Works Project Manager with Record Drawings as detailed in Professional Services Agreement.

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, must] go to Dane County Construction & Demolition Recycling Facility located at 7102 US Hwy 12, Madison, located across from Yahara Hills Golf Course. This facility can receive mixed loads of construction and demolition waste. For complete list of acceptable materials see [www.countyofdane.com/pwht/recycle/CD\\_Recycle.aspx](http://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](http://www.countyofdane.com/pwht/recycle/landfill.aspx).

##### 1.4 WASTE MANAGEMENT PLAN

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

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

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

#### 1.5 REUSE

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

#### 1.6 RECYCLING

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

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

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

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

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

#### 1.7 MATERIALS SORTING AND STORAGE ON SITE

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

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

- C. Mixed loads of recycled materials are allowed only per instructions at [www.countyofdane.com/pwht/recycle/CD\\_Recycle.aspx](http://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](http://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](http://www.countyofdane.com/pwht/recycle/categories.aspx) lists current information for Dane County Recycling Markets. Contractors can also contact Allison Rathack at 608/266-4990, or local city, village, town recycling staff listed at site [www.countyofdane.com/pwht/recycle/contacts.aspx](http://www.countyofdane.com/pwht/recycle/contacts.aspx). Statewide listings of recycling / reuse markets are available from UW Extension at <https://www.uwgb.edu/shwec/>.

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

Not Used.

END OF SECTION

## WASTE MANAGEMENT PLAN FORM



Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Recycling Coordinator: \_\_\_\_\_

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

## WASTE MANAGEMENT PLAN FORM

|       |                              |                                    |                             |             |
|-------|------------------------------|------------------------------------|-----------------------------|-------------|
| Glass | _____ cu. yds.<br>_____ tons | _____ Recycled<br>_____ Landfilled | _____ Reused<br>_____ Other | Name: _____ |
| Other | _____                        | _____ Recycled<br>_____ Landfilled | _____ Reused<br>_____ Other | Name: _____ |
| Other | _____                        | _____ Recycled<br>_____ Landfilled | _____ Reused<br>_____ Other | Name: _____ |
| Other | _____                        | _____ Recycled<br>_____ Landfilled | _____ Reused<br>_____ Other | Name: _____ |
| Other | _____                        | _____ Recycled<br>_____ Landfilled | _____ Reused<br>_____ Other | Name: _____ |
| Other | _____                        | _____ Recycled<br>_____ Landfilled | _____ Reused<br>_____ Other | Name: _____ |



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**SECTION 05 50 00**  
**METAL FABRICATIONS**

**PART ONE - GENERAL**

Applicable provisions of Division 01 shall govern all work of this section.

**SUMMARY**

Include all materials, labor, services and incidentals necessary for the completion of this section of the work.

Custom fabricated, ferrous metal items 14 gauge and heavier, prime paint finished.

Pre-fabricated steel and/or cast iron items.

Refer to Schedule at the end of this section.

Rolled steel plates, shapes and bars, tubular steel and bolts shall be of domestic manufacture and shall be clean and free of rust and/or pitting.

**REFERENCES**

**INDUSTRY STANDARDS, SPECIFICATIONS AND CODES**

**GENERAL**

Comply with all provisions of the following codes and standards except as modified herein.

All referenced codes and standards including all revisions and commentaries shall be the most currently adopted as of the date of these contract documents.

**AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)**

Specification for Structural Steel Buildings - Allowable Stress Design and Plastic Design

Code of Standard Practice for Steel Buildings and Bridges

Specification for Structural Joints Using ASTM A-325 and A-490 Bolts; approved by the

Research Council on Structural Connections of the Engineering Foundation

Structural Steel Detailing

**AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)**

Specific ASTM numbers are noted in later text.

**AMERICAN WELDING SOCIETY (AWS)**

D1.1 Structural Welding Code - Steel

D1.3 Structural Welding Code - Sheet Steel

**INTERNATIONAL BUILDING CODE 2009, Wisconsin Administrative Code**

Structural Steel Requirements

Structural Welding of Steel

**SUBMITTALS**

Submit in accordance with Section 01300.

**SHOP DRAWINGS**

Submit shop drawings of metal fabrications and prefabricated items.

Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners and accessories.

Include erection drawings, elevations and details where applicable.

1  
2 Indicate welded connections using standard AWS welding symbols. Indicate net weld lengths.  
3  
4 Any fabrication from shop drawings that have not been approved by the Engineer are at fabricator's own  
5 risk.

6  
7 **DELIVERY, STORAGE AND HANDLING**  
8 Handle steel with care to avoid bending, twisting or other damage.

9  
10 Unload under supervision of Contractor.  
11  
12 Place on blocking to keep steel off ground.  
13  
14 Store steel to allow drainage of water from all parts.

15  
16 **PART TWO - PRODUCTS**

17  
18 **GENERAL**  
19 Provide and install items as listed in Schedule at end of this section, complete in respect to function as  
20 intended.

21  
22 **MATERIALS**

23  
24 **STEEL STRUCTURAL SHAPES**  
25 Rolled beams shall conform to ASTM A-992.

26  
27 Remainder shall conform to ASTM A-6 and A-36.

28  
29 **PIPE**  
30 Shall be welded and seamless steel pipe conforming to ASTM A-500, Grade C, Schedule 120, hot dipped  
31 galvanized.

32  
33 **STRUCTURAL TUBING**  
34 Shall be size indicated, 3/16" minimum wall thickness conforming to ASTM A-500, Grade B.

35  
36 **BOLTS, NUTS AND WASHERS**  
37 Shall be high strength steel type conforming to ASTM A-325 unless noted otherwise.

38  
39 **WELDING MATERIALS**  
40 Shall be applicable AWS D1.1, type required for materials being welded.

41  
42 **GALVANIZED STEEL**  
43 Shall be hot dip galvanized after fabrication in accordance with ASTM A-123.

44  
45 **SLEEVE NUTS**  
46 Shall be comparable strength to ASTM A-325 bolts (heat treated Grade 12 to 115,000 PSI is acceptable).

47  
48 **PRIMER PAINT**  
49 Exterior Exposure: Shall be "4-55, Versare" by Tnemec Company, Inc.

50  
51 **GENERAL FABRICATION**  
52 Verify dimensions on site prior to shop fabrication.

53  
54 Fit and shop assemble sections in largest practical sizes.

55  
56 Accurately form and fit components and connections. Grind exposed edges and welds smooth and flush.

57  
58 Grind exposed welds smooth and flush with adjacent finished surfaces.

- 1  
2 Make exposed joints flush butt type hair line joints where mechanically fastened.  
3  
4 Supply components required for proper anchorage of metal fabrications. Fabricate anchorage and related  
5 components of same material and finish as metal fabrication unless otherwise specified in Schedule  
6 herein.  
7  
8 Thoroughly clean surfaces of rust, scale, grease and foreign matter prior to prime painting.  
9  
10 Prime paint items as scheduled. Do not shop prime surfaces in contact with concrete or requiring field  
11 welding. Shop prime one coat at a rate to provide a uniform dry film thickness of 2.0 mils.  
12

13  
14 **PART THREE - EXECUTION**  
15

- 16 **ERECTION**  
17 Obtain Engineer's permission prior to site cutting or making adjustments which are not part of scheduled  
18 work.

19  
20 Install items square and level, accurately fitted and free from distortion or defects.

21  
22 Make provision for erection stresses by temporary bracing. Keep work in alignment.

23  
24 Replace items damaged in course of installation.

25  
26 Perform field welding in accordance with AWS D1.1.

27  
28 After installation, touch up field welds and scratched and damaged prime painted surfaces. Use a primer  
29 consistent with shop coat.  
30

31 Supply to appropriate sections, items requiring to be cast into concrete or embedded in masonry complete  
32 with necessary setting templates.  
33

34 **SCHEDULE OF ITEMS**

35 Supply and install metal fabrications listed herein complete with anchorage and attachments necessary for  
36 installation.  
37

38 Carpenter's iron work  
39 Miscellaneous angles and support framing  
40

41  
42 **END OF SECTION**

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**SECTION 07 53 23**  
**ETHYLENE-PROPYLENE-DIENE-MONOMER ROOFING**

**PART 1 - GENERAL**

**SCOPE**

The work under this section includes all labor, material, equipment and related services necessary to install fully-adhered black EPDM membrane associated system components including metal flashing, all roof related construction and insulation.

The scope of roofing work shall include only the following:

- Flashing roof work required for thru roof structural penetrations.
- Roof work required to access the existing roof structure system to perform structural work as detailed and required for this project.

All work shall be compatible with the existing building roof system.

It is not the intent of this project to provide an entire new roof on the facility.

**PART 1 - GENERAL**

Scope  
Related Work  
Reference Standards  
Guarantee and Warranties  
Quality Assurance  
Product Delivery, Storage and Handling  
Submittals - Technical and Other Documents  
Submittals – Final Documents Required Upon Completion of the Work

**PART 2 - PRODUCTS**

Membrane Suppliers and Materials  
Insulation  
Vapor Retarder  
Miscellaneous

**PART 3 - EXECUTION**

Scope of Work  
Coordination and Protection  
Examination  
Site Conditions  
Substrate Preparation  
Cleaning

**RELATED WORK**

Applicable provisions of Division 01 shall govern work under this Section. The Contractor shall consult these provisions in detail prior to proceeding with work.

In the event that the Contractor wishes to make improvements in materials and/or techniques, or is required to make improvements by the membrane supplier in order to obtain guarantees/warranties, they shall make written request stating in full the nature of the proposed changes and stating that the changes, if approved, will be accomplished at no additional cost to contract.

1     **REFERENCE STANDARDS**

2     ANSI/SPRI – American National Standards Institute/Single Ply Roofing Institute.

3  
4     ASTM B209 - Aluminum and Aluminum-Alloy Sheet and Plate

5  
6     ASTM C578 - Preformed, Cellular Polystyrene Thermal Insulation.

7  
8     ASTM C1289-13e1 – Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.

9  
10    ASTM D4637 - Vulcanized Rubber Sheet used in Single Ply Roof Membrane.

11  
12    NRCA - Roofing and Waterproofing Manual.

13  
14    UL - Fire Hazard Classifications.

15  
16    **GUARANTEE AND WARRANTIES**

17    Provide written five (5) year guarantee warranting all new roofing and flashing required for this project, to  
18    be watertight and free from defects in materials or workmanship for period of time, as stipulated in  
19    guarantee form.

20  
21    It is recommended that the Contractor take digital photos of the finished work for their files and future  
22    reference.

23  
24    **New Elastic Sheet Membrane Supplier Warranty:** Provide the membrane suppliers NDL (“No-Dollar-  
25    Limit”)”Total System” warranty covering defects in workmanship, membrane and all associated roof  
26    system components supplied by the membrane supplier for a period of **twenty (20) years** from the date  
27    of installation

28  
29    Membrane supplier material and installation requirements may vary concerning issuance of the NDL (“No-  
30    Dollar-Limit”)”Total System” warranty.

31  
32    Include and provide all product(s), labor and installation methods necessary and as specified herein,  
33    including membrane supplier requirements not found specified herein, as required by the approved  
34    membrane supplier to obtain the specified warranty requested herein.

35  
36    New membrane, insulation, shop fabricated and/or manufacturer fabricated metal flashing, pre-molded  
37    and/or factory supplied associated roof system products, their fasteners and/or all products used for  
38    adhesive and/or adherence purposes and sealants shall be covered by the membrane supplier NDL (“No-  
39    Dollar-Limit”)”Total System” warranty specified herein and the State Guarantee.

40  
41    Existing re-installed metal flashing and new wood blocking securement shall be covered in the State  
42    guarantee but not the membrane supplier NDL (“No-Dollar-Limit”)”Total System” warranty specified  
43    herein.

44  
45    Shop fabricated metal flashing materials as specified in section 07 63 00 and herein or as required for a  
46    complete watertight system may be provided in lieu of manufacturer fabricated metal flashing and shall be  
47    covered in the membrane supplier total system warranty specified.

48  
49    **QUALITY ASSURANCE**

50    Refer to “Submittals - Technical and Other Documents” for number of submittal required.

51  
52    A pre-construction meeting will be held at the site prior to the start of the work. See submittals required.  
53    All required submittals shall be delivered to the DFD Project Manager at the meeting for review, in the  
54    amount specified.

1 Roofing Contractor shall be recognized by the membrane supplier as an "approved" and "authorized"  
2 Contractor applicator of the roof membrane system and all associated products and components as  
3 specified herein.  
4

5 Contractor shall have been in business for a minimum of three (3) years and within the past three (3)  
6 years the Contractor shall be able to document the successful completion of a minimum of three (3)  
7 projects of similar size and/or scope of the Work as specified in this Section. Backup  
8 documentation/verification may be requested by the Owner.  
9

10 Roofing Contractor shall notify the membrane supplier in writing of their intent to obtain all system  
11 material and send application for the warranty for work required herein. Letterhead documentation shall  
12 be sent to the membrane supplier and include a current date, indicate the Owner Project Number, bid  
13 document technical Section(s), indicate in full the composition of roof system to be install per bid  
14 documents and be signed by the Roofing Contractor Representative.  
15

16 Membrane supplier shall provide Roofing Contractor with a current date written documentation reply  
17 stating the receipt of Contractor request including warranty application and statement that the Roofing  
18 Contractor is an "approved and authorized Contractor applicator" in good standing, for the work specified  
19 herein. A copy of this letterhead documentation shall be submitted to Owner at the preconstruction  
20 meeting. Such document shall include a current date, acknowledgement the Owner Project Number, bid  
21 document technical Section(s), include the roofing Contractor business name, certification status, year of  
22 issue and duration of such status.  
23

24 Changes or variations to the roof system composition as required herein shall be approved by the Owner,  
25 in writing. Changes provided by the Contractor without Owner written approved shall be cause for  
26 rejection of the Work in its entirety.  
27

28 Roofing Contractor on-site Foreman shall be approved by the membrane supplier.  
29

30 Contractor workers employed on this project shall be recognized by the supplier of the roof membrane  
31 system as "approved" or "authorized" applicator(s) and within the past two (2) years, the worker shall be  
32 able to document the successful completion of a minimum of three (3) projects of similar size and/or  
33 scope of the Work as specified in this Section.  
34

35 All roofers by trade, and employed on this project shall have a certificate of successful completion of  
36 training for the system to be installed. Undocumented roofers shall not be allowed to perform the work  
37 required herein pertaining to the physical placement/installation of any and all of the roof system  
38 components specified herein.  
39

40 Membrane supplier certificate of successful completion of training for each roofer employed on this  
41 project shall be submitted to Owner. Document shall be up to date, indicate worker name, certification  
42 status, year of issue and duration of such status.  
43

44 List shall include after-hour/weekend emergency phone contact personal and their office and cell phone  
45 numbers, for use in case of emergency situations.  
46

47 Labors, sheet metal workers or other non-roofer employees shall not be allowed to perform the actual  
48 installation of any part of the membrane suppliers warranted roof system required by this Section without  
49 manufacturer documentation of proper training, as required herein.  
50

51 Contractor shall obtain and provide Owner with the membrane suppliers most current dated three (3) ring  
52 or spiral bound installation and detail manual.  
53

54 Contractor shall perform work required using details provided within the specifications, on the drawings or  
55 as required by the membrane supplier for a proper watertight installation and to allow issuance of  
56 warranties required herein.

1 All system components not specifically identified herein but required by the membrane supplier for the  
2 roof system installed by the Work required in the Project Manual shall be provided and included in the  
3 membrane supplier watertight warranty as required herein. System components required by the Work in  
4 the Project Manual but otherwise not warranted by the membrane supplier shall be upgraded to be  
5 membrane supplier specific products at the time of bid such that they are covered by the warranty  
6 required herein.  
7

8 Provide all equipment recommended by the membrane supplier for proper installation of the materials  
9 specified.  
10

11 Roofing installations shall comply with fire resistive rating as defined in the Wisconsin Administrative  
12 Code. Required rating on these roofs: U.L. Class A.  
13

14 It is the responsibility of the General Prime Contractor to obtain the services of competent licensed sub-  
15 contractor's to perform the Work associated with these bid documents.  
16

### 17 **PRODUCT DELIVERY, STORAGE AND HANDLING**

18 Make no deliveries to the project site until ready to install or approved storage is provided. The County  
19 will not accept delivery or be responsible for any materials or equipment stored on the premises.  
20

21 Deliver materials in original unopened containers of packaging clearly labeled with manufacturer's name,  
22 brand name, instructions for use, all identifying numbers and U.L. labels.  
23

24 Deliver materials in sufficient quantity to allow continuity of work.  
25

26 Materials used on the job must be stored in such a manner as not to create a nuisance or hazard.  
27

28 Store materials on clean, raised platforms, with breathable, weather protective covering when stored  
29 outdoors. Provide continuous protection from materials against weathering and moisture absorption.  
30

31 Factory applied "shrink-wrapping" is not considered to be an acceptable weather protective covering.  
32 Improper storage practices will be grounds for rejection of questionable materials.  
33

34 Store flammable products away from spark or open flame.  
35

36 Store primers, coatings, sealants and similar materials between 60 degrees and 80 degrees Fahrenheit.  
37

38 Contaminated and Damaged Materials: Remove damaged or contaminated materials from site.  
39

40 DO NOT store materials in a manner which will overload any portion of the building.  
41

42 Handle all materials in a manner which will not damage the material. All damaged materials shall be  
43 removed from project site.  
44

45 Select and operate material handling equipment and store materials as not to damage existing  
46 construction or applied roofing, and without overloading the building structural system.  
47

### 48 **SUBMITTALS - TECHNICAL AND OTHER DOCUMENTS**

49 Prior to the start of any work, all of the following submittals as required herein, shall be brought to the pre-  
50 construction meeting in the amount specified, for review and approval by County and AE.  
51

### 52 **MEMBRANE SUPPLIER WARRANTY ACKNOWLEDGEMENT**

53 Upon receiving the Contract Offer from the Owner, Contractor shall immediately notify the membrane  
54 supplier of intent to purchase the product and to obtain the warranty as specified by this Section.  
55



1 **Submit:** Three (3) copies of the Contractors dated notification letter sent to the membrane supplier.  
2

3 **Submit:** Three (3) copies, on membrane supplier letterhead, stating acknowledgement of such notice and  
4 agreement to provide the warranty required by this Section. The letterhead acknowledgement shall  
5 include the date such letter was issued, Owner Project title, Project number, Section number(s),  
6 membrane supplier representative signature and be addressed to the Roofing Contractor.  
7

#### 8 CONTRACTOR AND WORKER QUALIFICATION

9 **Submit:** Three (3) copies of the membrane suppliers current written documentation stating the Contractor  
10 is an "approved Contractor applicator" in good standing, for the work specified herein shall to be  
11 submitted to Owner at the preconstruction meeting. Document shall be up to date, indicate Contractor  
12 name, certification status, year of issue and duration of such status.  
13

14 **Submit:** Three (3) copies of the membrane supplier's certificate of successful completion (If available  
15 from membrane supplier) of training for each roofer employed on this project shall be submitted to Owner  
16 at the preconstruction meeting. Document shall be up to date, indicate worker name, certification status,  
17 year of issue and duration of such status.  
18

19 **Submit:** Three (3) copies of a list of all workers to be employed on this project. The list shall indicate each  
20 workers name and trade. Project supervisor and main contact person shall be identified. (See Quality  
21 Assurance herein)  
22

#### 23 MEMBRANE SUPPLIER INSTALLATION INSTRUCTIONS

24 **Submit:** One (1) copy of the membrane suppliers most current version, complete edition paper-copy  
25 installation and detail 3-ring or spiral bound manual. Partial submittals taken from within the bound  
26 manual are not acceptable.  
27

28 **Submit:** Web-site information to allow access to membrane supplier's most current installation and detail  
29 manual.  
30

#### 31 EMERGENCY AND OFFICE CONTACT PHONE LIST

32 **Submit:** Three (3) copies of the Contractor's office superintendent and job foreman daytime, after hours  
33 and weekend office and cell phone numbers to be given to the Owner Contact at the pre-installation  
34 meeting.  
35

#### 36 MATERIAL LIST

37 **Submit:** Three (3) copies of a list of all materials intended for use on the project, to include roofer and all  
38 other sub-contractor composite system materials, starting at the roof deck and identified by  
39 manufacturer's name, size, thickness, type or grade. List shall be submitted on Roofing Contractor's  
40 letterhead stationery. Submit product data sheets as required.  
41

#### 42 SAFETY REPORT

43 **Submit:** One (1) copy of a written report to be given to the Owner Representative at the preconstruction  
44 meeting, describing in detail the Contractors implementation of specific OSHA regulations, Contractor's  
45 worker safety program methods/means, roof perimeter safety and identification of the "watch person"  
46 required at all roof levels. Identify fire extinguisher and their locations, all equipment/operators on  
47 roof/ground in setup/storage area and travel routes used while performing the work.  
48

#### 49 MSDS DATA:

50 **Submit:** One (1) copy of all MSDS paperwork for each products used on this project to be given to the  
51 Agency Representative at the preconstruction meeting.  
52

53 Contractor shall maintain at least one (1) copy of the latest version of the membrane suppliers handbook  
54 including details and technical information concerning application techniques for all primary roofing  
55 system materials required by the work.

1 Contractor shall maintain at least one (1) copy of the Material Safety Data Sheets (MSDS) manual for all  
2 materials including those used on this project.

3  
4 **SUBMITTALS – FINAL DOCUMENTS REQUIRED UPON COMPLETION OF THE WORK:**

5 Prior to final payment, submit the following to Owner as one (1) package including a cover page listing all  
6 documents sent:

7  
8 DIGITAL PHOTOS:

9 **Submit:** One (1) copy of a CD with all photos taken.

10  
11 Provide digital camera photos throughout the project as required by these specifications and/or requested  
12 by Owner. Contractor shall take multiple digital camera photos of the following to be submitted  
13 electronically, via e-mail to Owner.

14  
15 Contractor shall take and submit digital camera photos' of the various difficult watertight locations and  
16 mechanical fastening that will be hidden from view or otherwise concealed beneath the completed work.  
17 Multiple photos shall be taken of the entire installation starting at the roof deck and continuing throughout  
18 the roof system installation as it progresses in layers, as required per specification

19  
20 Contractor shall take and submit digital camera photos of all changes to the scope of work to include  
21 existing conditions as the work takes place in its various stages of demolition and of the new Work as it  
22 takes place throughout its various stages.

23  
24 Provide digital camera photos of the completed work. Photos shall include the various metal flashing  
25 details, transitions and penetration height changes and in general an over-all view of the field of all roof  
26 areas. Photos shall be identified by the roof area where photos are taken.

27  
28 ROOF WORK GUARANTEE:

29 Submit one (1) original guarantee as required herein. (Refer to GUARANTEE article in Part 1 of this  
30 Section).

31  
32 MEMBRANE SUPPLIER ROOF WARRANTY

33 **Submit:** One (1) of the original membrane suppliers warranty of all membrane warranties required herein.  
34 (Refer to GUARANTEE article in Part 1 of this Section).

35  
36 MISCELLANEOUS METAL WARRANTY:

37 **Submit:** One (1) original of manufacturer warranty as required by Specification Section.

38  
39  
40 **PART 2 - PRODUCTS**

41  
42 **MEMBRANE SUPPLIERS AND MATERIALS**

43 All products used in this installation shall be compatible with one another and the membrane intended for  
44 use.

45  
46 Owner has pre-approved specific membrane manufacturers and membrane suppliers whose membrane  
47 is labeled specifically for them.

48  
49 Approved Membrane Manufactures and Membrane Suppliers:

- 50 • Carlisle SynTec Systems; Manufacturer.
- 51 • Firestone Building Products; Manufacturer.
- 52 • GenFlex LLC: Supplier - Membrane manufactured by Firestone Building Products.
- 53 • Johns Manville; Manufacturer.
- 54 • Mule-Hide Products Co. Inc.; Supplier - Membrane manufactured by Carlisle SynTec Systems.

- Versico Roofing Systems; Supplier - Membrane manufactured by Carlisle SynTec Systems.

Manufacturer shall have had membrane in production and use on roof systems for a minimum of ten (10) years.

Unapproved manufacturer and/or supplier products installed on the Project shall be cause for rejection of the roof system in its entirety and shall be completely replaced at no cost to the Project.

All associated products required by the manufacturer and membrane supplier for proper, complete and warranty specified installation of the specified membrane shall be approved and provided by the approved membrane manufacturer.

Use new materials only; salvaged or used materials are unacceptable and shall be removed from the site and be recycled.

Membrane: ASTM D4637, Type I; Non-reinforced black 60-mil EPDM (Ethylene Propylene Diene Monomer) elastomer.

Uncured Flashing: Uncured black 60-mil EPDM elastomer as recommended by the membrane manufacturer or membrane supplier.

Cured Flashing: ASTM D4637, Type I; Non-reinforced black 60-mil EPDM elastomer as recommended by the membrane manufacturer or membrane supplier.

Bonding Adhesives, Cements, Tapes, Sealants and Accessories: Foam and solvent based adhesives and related prepping and cleaning agents required for the installation of a fully-adhere system membrane, seams, membrane flashing, membrane to insulation, insulation to insulation and deck shall be approved and supplied by the approved membrane provider.

**Water-base adhesives:** These products are not an acceptable for use in cold climate.

**Asphalt:** is NOT an acceptable insulation adhesive.

Perimeter Securement Strip: ASTM D4637, Type II; reinforced, 60 mil EPDM elastomer as recommended by the membrane manufacturer or membrane supplier.

Sealant: ASTM C920, Type S, Grade NS, Class 25, Use NT, M, G, A or O; FS TT-S-00230C, Type II, Class A; one-part polyurethane base, elastomeric joint sealing compound such as Sika Chemicals "Sikaflex 1a", Sonneborn-Contech "Sonolastic NP1" or Tremco "Vulkem 116" or "Dymonic".

## INSULATION

Tapered Insulation: ASTM C1289 – 13e1, Type II, Class 1, Grade 2; rigid board Polyisocyanurate insulation with felt or fibrous mat facing on both sides, factory tapered to per foot slope.

Tapered insulation board shall have a start thickness at the perimeter of the roof drain of 1/2". Maximum board size = 48" x 48"; maximum board thickness (including fill boards) = 2-1/2". Insulation system design and layout drawing provided shall indicate a minimum of two (2) layers to allow for staggering of insulation joints in both directions.

Polyisocyanurate: ASTM C1289– 13e1, Type II, Class 1, Grade 2; rigid board insulation with felt or fibrous mat facing on both sides. For mechanically attached boards, maximum size = 48" x 96"; for adhered boards, maximum size = 48" x 48". Thickness = As required by project.

1 **VAPOR RETARDER**

2 Match existing.

3  
4 **MISCELLANEOUS**

5 Termination Bar: ASTM B209, Series 3000, Temper H-14; minimum 0.10" thick, 1.25" wide aluminum  
6 with reverse bend for sealant application along top edge shall be approved and supplied by the  
7 membrane provider.

8  
9 Fasteners shall be approved and supplied by the membrane provider.

10  
11 For Fastening Perimeter Securement Strip: Polymer coated screw and plate as recommended and  
12 supplied by the membrane supplier.

13  
14 For Fastening Membrane to Wood: 1-1/4" galvanized roofing nails through 1" metal discs.

15  
16 For Fastening Termination Bar to Concrete or Masonry: Zinc alloy expansion shield with hardened steel  
17 pin.

18  
19 Pourable Sealer: 2-part polyurethane or other sealer intended for use by the membrane provider to seal  
20 provider approved penetrations accessories components. Sealer and penetrations accessories  
21 components shall be included in the membrane supplier warranty. Specified products noted on bid  
22 documents shall be upgrade to be provider's products and shall be included in required warranty.

23  
24 Other products, not specifically described, but required for a complete and proper warranted system  
25 installation as required by this section shall be selected by the Contractor to be included in the Work,  
26 identified on a materials list and subject to the approval of the Owner.

27  
28  
29 **PART 3 - EXECUTION**

30  
31 **SCOPE OF WORK**

32 The scope of roofing work shall include only the following:

- 33
- 34 • Flashing roof work required for thru roof structural penetrations.
  - 35 • Roof work required to access the existing roof structure system to perform structural work as  
36 detailed and required for this project.

37 **COORDINATION AND PROTECTION**

38 All contractors and sub-contractors shall fully coordinate required roof openings and schedule/timing of  
39 required roof openings so that roof penetrations are only exposed for the minimum time needed to perform  
40 the required structural work.

41  
42 All openings shall be protected from the entrance of dirt and moisture at all times.

43  
44 **EXAMINATION**

45 Examine the areas and conditions under which work in this section will be installed. Notify the Owner of  
46 any conditions detrimental to the proper and timely completion of the work. Do not proceed until  
47 unsatisfactory conditions have been corrected.

48  
49 **SITE CONDITIONS**

50 Apply roofing in dry weather. All roofing materials installed during rain shall be removed and replaced  
51 with dry materials at the Contractor's expense.

1 DO NOT apply roofing unless authorized by the Owner when the working hour's ambient temperature is  
2 below 32 degrees Fahrenheit. Under no circumstances will any seaming, flashing or adhesive activities  
3 be allowed when the ambient temperature is below 20 degrees Fahrenheit, or the wind chill factor is  
4 below 0 degrees Fahrenheit.

5  
6 Existing materials designated to remain, which are damaged or defaced as a result of the work shall be  
7 replaced at Contractor's expense to like new condition.

8  
9 Install all rooftop mounted equipment in a watertight manner and repair any damage to sheet metal or  
10 other components related to connection and protection of the roof system.

11  
12 Prevent materials from entering and clogging roof drains and conductors. Remove roof drain plugs when  
13 no work is taking place or when rain is forecast.

14  
15 Protection of surfaces: Take every precaution to prevent water leakage, or debris falling into the building  
16 interior, or other such occurrences. Contractor is responsible for any and all damage to the building  
17 interior or its contents that occur as a direct cause of the Work and due to the Contractors methods and  
18 mean practice to accomplish the Work required herein.

19  
20 Provide special protection or avoid heavy traffic on completed work. Temporary protection shall be  
21 erected/installed at all interior and exterior locations as required to prevent damage and/or marring of the  
22 existing surface. Walkways and work platforms shall be provided as necessary.

23  
24 Wall surfaces shall be protected with tarpaulins or other suitable cover to prevent damage, staining or  
25 discoloration that might result from operations such as removal, disposal, replacement or removing of  
26 equipment or materials to the roof surface. Windows, doorways, docks, walkways, etc. may require  
27 special protection measures.

28  
29 Disposal of materials: All materials to be disposed of shall be loaded directly into trucks by means that will  
30 prevent damage to existing or new surfaces and to control pollution. Free-fall of debris from heights over  
31 15' will not be allowed.

32  
33 Contractor is responsible for any charges, such as landfill fees, incurred for disposal of materials.

34  
35 Approved tapered insulation drawing layouts shall be reviewed by the Contractor installing the work in this  
36 section prior to start of such work, and before ordering the materials, to assure that the tapered insulation  
37 layout will correspond with the exact location of new and/or existing roof drains and primary through-wall  
38 and/or roof edge drain scupper locations.

39  
40 Tapered insulation systems that are not installed such that they drain directly and positively to the roof  
41 drain shall be removed and installed correctly by the roofing Contractor at no additional cost to the  
42 project.

#### 43 **SUBSTRATE PREPARATION**

44 Plan work and take whatever action is necessary to prevent dirt and debris from entering the building  
45 during the Work required by this Section.

46  
47 All vertical surfaces to receive new flashing materials shall be thoroughly cleaned of existing adhesives,  
48 sealants, bituminous materials, etc.

49  
50 Verify that wood blocking, curbs and nailers are securely anchored and that roof openings and  
51 penetrations are in place and set and braced. Verify that roof drains are properly clamped into position.  
52  
53

1 Contractor shall take multiple digital photos to be submitted electronically to the Owner showing the  
2 various locations and types of mechanical fastening that will be hidden from view or otherwise concealed  
3 beneath the completed roof system.

4  
5 Verify that the substrate is clean, dry and free from sharp projections and depressions and that all  
6 surfaces and site conditions are ready to receive new materials.

7  
8 Bottom flanges (ribs) of steel deck shall be void of moisture and all other debris.

9  
10 Where coal-tar pitch bitumen cannot be completely removed from the roof deck, mechanically attach a  
11 layer of thermal barrier to the roof deck as recommended or required by the manufacturer. Use  
12 manufacture's required fastener and fastener density per deck type.

13  
14 Notify the Owner if the existing deck is found deteriorated, decayed or deformed preventing proper  
15 installation or drainage of new system.

16  
17 Install vapor barrier, insulation and membrane to match existing conditions.

18  
19 Stagger insulation joints in all layers to include flat stock and tapered insulation, a minimum of 6" in both  
20 directions.

21  
22 Install insulation boards with edges in moderate contact without forcing. Cut insulation to fit neatly to  
23 perimeters of roof areas and around penetrations and projections.

24  
25 Install membrane in accordance with the membrane supplier's recommendations and the following:

26  
27 Use largest membrane panels practical to minimize field seams; where necessary, lap all seams in  
28 direction of flow.

29  
30 **Termination Bar:** Restrain membrane at the roof perimeter, at higher walls and around all curbed and  
31 other penetrations base flashing using mechanically fastened continuous perimeter securement  
32 strip/metal termination bar, per manufacturer's instructions.

33  
34 Prior to seaming, thoroughly clean membrane of excess dirt, dust, talc, etc. Use manufacturer  
35 recommended cleaning agent. Scrub sheets with warm soapy water and rinse with clean water to insure  
36 clean surfaces.

37  
38 **Primers and adhesives:** Mix all materials by stirring proper lengths of time as recommended by the  
39 membrane supplier. Consult membrane supplier's literature for application techniques regarding use of  
40 rollers or brushes.

41  
42 **Cold Weather Application:** Contact membrane supplier for written adhesive application temperature  
43 restrictions.

44  
45 All field seams shall be minimum 3". Seams may be made using either adhesives or tapes. After  
46 seaming, roll seams with a 2" wide steel roller, using positive pressure. ROLL PERPENDICULAR TO  
47 SEAM ONLY.

48  
49 Apply flashing to seal membrane to vertical elements, at all T-seams and at other appropriate locations in  
50 accordance with the manufacturer's recommendations and the following:

51  
52 Cured flashing shall be used over the water-dam portion of the roof edge/fascia at all roof perimeters.  
53

1 Uncured flashing shall be used on mechanical equipment curbs, other penetrations and T-seams. (Cured  
2 flashing may be substituted for uncured flashing where a minimum of 95% adhesion is obtained.)

3  
4 Totally bond (95 to 100%) all flashing to its substrate and round all exposed corners.

5  
6 Use a minimum 6" x 6" patch of uncured flashing over T-seams. (A T-seam is defined as two field seams  
7 which cross to form a "T".)

8  
9 Forming of uncured flashing may be assisted with use of a hot air blower; take care not to overheat or  
10 "burn" material.

11  
12 Thoroughly clean and apply sealant to all field fabricated seams in the membrane and flashing systems in  
13 accordance with the membrane suppliers detailed specifications. Sealant shall be applied at the end of  
14 each day.

15  
16 Flash plumbing vents as detailed to provide a minimum height of 8" above the finished roof surface.

17  
18 **CLEANING**

19 Inspect adjacent roof systems, their drain strainers and the grounds below the work area and remove  
20 debris associated with this project.

21  
22 Repair or replace defaced or disfigured finishes caused by work in this Section. In areas where finished  
23 surfaces are soiled by asphalt or any other source soiling, caused by Work of this Section, consult with  
24 membrane supplier for cleaning advice, product recommendation and conform to their instructions.

25  
26

**END OF SECTION**

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5 **SECTION 07 81 00**  
6 **SPRAY APPLIED FIREPROOFING**

7 **PART ONE - GENERAL**

8 **RELATED DOCUMENTS**

9 Drawings and general provisions of the Contract, including General and Supplementary Conditions and  
10 Division 01 Specification Sections apply to this Section.

11 **SCOPE OF WORK**

12 The project scope of work includes reapplication of spray applied fireproofing in areas affected by project  
13 structural work only.

14 **SUMMARY**

15 THIS SECTION INCLUDES THE FOLLOWING:

16 Concealed sprayed fire-resistive materials (SFRM).

17 Exposed SFRM

18 Intumescent paint.

19 RELATED SECTIONS INCLUDE THE FOLLOWING:

20 Division 5 Section specified in another Bid Package for surface conditions required for structural steel  
21 receiving sprayed fire-resistive materials.

22 **DEFINITIONS**

23 SFRM: Sprayed fire-resistive material.

24 **CONCEALED SPRAYED FIRE-RESISTIVE MATERIALS:** Applied to surfaces that are concealed from  
25 view behind other construction when the Work is completed.

26 **SUBMITTALS**

27 **PRODUCT DATA**

28 For each type of product indicated.

29 **SHOP DRAWINGS**

30 Structural framing plans indicating the following:

31 Locations and types of surface preparations required before applying sprayed fire-resistive  
32 material.

33 Extent of sprayed fire-resistive material for each construction and fire-resistance rating, including  
34 the following:

35 Applicable fire-resistance design designations of a qualified testing and inspecting agency  
36 acceptable to authorities having jurisdiction.

37 Minimum thicknesses needed to achieve required fire-resistance ratings of structural  
38 components and assemblies.

39 Treatment of sprayed fire-resistive material after application.

40 **QUALIFICATION DATA**

41 RFP No. 318050

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1 For Installer, manufacturer and testing agency.

2  
3 **COMPATIBILITY AND ADHESION TEST REPORTS**

4 From sprayed fire-resistive material manufacturer indicating the following:

5  
6 Materials have been tested for bond with substrates.

7  
8 Materials have been verified by sprayed fire-resistive material manufacturer to be compatible with  
9 substrate primers and coatings.

10  
11 Interpretation of test results and written recommendations for primers and substrate preparation  
12 needed for adhesion.

13  
14 Field quality control test.

15  
16 **WARRANTIES**

17 Special warranties specified in this Section.

18  
19 **QUALITY ASSURANCE**

20  
21 **INSTALLER QUALIFICATIONS**

22 A firm or individual certified, licensed, or otherwise qualified by sprayed fire-resistive material manufacturer  
23 as experienced and with sufficient trained staff to install manufacturer's products according to specified  
24 requirements. A manufacturer's willingness to sell its sprayed fire-resistive materials to Contractor or to an  
25 installer engaged by Contractor does not in itself confer qualification on the buyer.

26  
27 **TESTING AGENCY QUALIFICATIONS:**

28 An independent testing agency, acceptable to authorities having jurisdiction, with the experience and  
29 capability to conduct the testing indicated, as documented according to ASTM E 548.

30  
31 **SOURCE LIMITATIONS:**

32 Obtain sprayed fire-resistive materials through one source from a single manufacturer.

33  
34 **SPRAYED FIRE-RESISTIVE MATERIALS TESTING:**

35 By a qualified testing and inspecting agency engaged by Contractor or manufacturer to test for compliance  
36 with specified requirements for performance and test methods.

37  
38 Sprayed fire-resistive materials are randomly selected for testing from bags bearing the applicable  
39 classification marking of UL or another testing and inspecting agency acceptable to authorities  
40 having jurisdiction.

41  
42 Testing is performed on specimens of sprayed fire-resistive materials that comply with laboratory  
43 testing requirements specified in Part 2 and are otherwise identical to installed fire-resistive  
44 materials, including application of accelerant, sealers, topcoats, tamping, troweling, rolling, and  
45 water overspray, if any of these are used in final application.

46  
47 Testing is performed on specimens whose application the independent testing and inspecting  
48 agency witnessed during preparation and conditioning. Include in test reports a full description of  
49 preparation and conditioning of laboratory test specimens.

50  
51 **COMPATIBILITY AND ADHESION TESTING**

52 Engage a qualified testing and inspecting agency to test for compliance with requirements for specified  
53 performance and test methods.

54  
55 Test for bond per ASTM E 736 and requirements in UL's "Fire Resistance Directory" for coating  
56 materials. Provide bond strength indicated in referenced fire-resistance design, but not less than  
57 minimum specified in Part 2.

1  
2 Verify that manufacturer, through its own laboratory testing or field experience, has not found  
3 primers or coatings to be incompatible with sprayed fire-resistive material.  
4

#### 5 FIRE -TEST- RESPONSE CHARACTERISTICS

6 Provide sprayed fire-resistive materials with the fire-test-response characteristics indicated, as determined  
7 by testing identical products per test method indicated below by UL or another testing and inspecting  
8 agency acceptable to authorities having jurisdiction. Identify bags containing sprayed fire-resistive  
9 materials with appropriate markings of applicable testing and inspecting agency.  
10

11 Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory"  
12 or from the listings of another testing and inspecting agency acceptable to authorities having  
13 jurisdiction, for sprayed fire-resistive material serving as direct-applied protection tested per ASTM  
14 E 119.  
15

16 Surface-Burning Characteristics: ASTM E 84.  
17

18 Provide products containing no detectable asbestos as determined according to the method specified in 40  
19 CFR 763, Subpart E, Appendix E, Section 1, "Polarized Light Microscopy."  
20

21 Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1  
22 Section "Project Management and Coordination." Review methods and procedures related to sprayed fire-  
23 resistive materials including, but not limited to, the following:  
24

25 Review and finalize construction schedule and verify sequencing and coordination requirements.  
26

#### 27 DELIVERY, STORAGE, AND HANDLING

28 Deliver products to Project site in original, unopened packages with intact and legible manufacturers' labels  
29 identifying product and manufacturer, date of manufacture, shelf life if applicable, and fire-resistance ratings  
30 applicable to Project.  
31

32 Use materials with limited shelf life within period indicated. Remove from Project site and discard materials  
33 whose shelf life has expired.  
34

35 Store materials inside, under cover, aboveground, and kept dry until ready for use. Remove from Project  
36 site and discard wet or deteriorated materials.  
37

#### 38 PROJECT CONDITIONS

##### 39 ENVIRONMENTAL LIMITATIONS

40 Do not apply sprayed fire-resistive material when ambient or substrate temperature is 40 deg F or lower  
41 unless temporary protection and heat is provided to maintain temperature at or above this level for 24 hours  
42 before, during, and for 24 hours after product application.  
43  
44

##### 45 VENTILATION

46 Ventilate building spaces during and after application of sprayed fire-resistive material. Use natural means  
47 or, if they are inadequate, forced-air circulation until fire-resistive material dries thoroughly.  
48

##### 49 COORDINATION

50 Sequence and coordinate application of sprayed fire-resistive materials with other related work specified in  
51 other Sections to comply with the following requirements:  
52

53 Provide temporary enclosure as required to confine spraying operations and protect the  
54 environment.  
55

56 Provide temporary enclosures for applications to prevent deterioration of fire-resistive material due  
57 to exposure to weather and to unfavorable ambient conditions for humidity, temperature, and

1 ventilation.

2  
3 Avoid unnecessary exposure of fire-resistive material to abrasion and other damage likely to occur  
4 during construction operations subsequent to its application.

5  
6 Do not apply fire-resistive material to metal floor deck substrates until concrete topping has been  
7 completed.

8  
9 Defer installing ducts, piping, and other items that would interfere with applying fire-resistive  
10 material until application of fire protection is completed.

11  
12 Do not install enclosing or concealing construction until after fire-resistive material has been  
13 applied, inspected, and tested and corrections have been made to defective applications.

## 14 15 WARRANTY

### 16 17 SPECIAL WARRANTY

18 Manufacturer's standard form, signed by Contractor and by Installer, in which manufacturer agrees to repair  
19 or replace sprayed fire-resistive materials that fail in materials or workmanship within specified warranty  
20 period. Failures include, but are not limited to, the following:

21  
22 Cracking, flaking, spalling, or eroding in excess of specified requirements; peeling; or delaminating of  
23 sprayed fire-resistive materials from substrates.

24  
25 Not covered under the warranty are failures due to damage by occupants and Owner's maintenance  
26 personnel, exposure to environmental conditions other than those investigated and approved during fire-  
27 response testing, and other causes not reasonably foreseeable under conditions of normal use.

28  
29 Warranty Period: Two years from date of Substantial Completion.

## 30 31 **PART TWO - PRODUCTS**

### 32 33 **MANUFACTURERS**

34 In other Part 2 articles where titles below introduce lists, the following requirements apply for product  
35 selection:

36  
37 Subject to compliance with requirements, products that may be incorporated into the Work include  
38 the products specified.

### 39 40 **CONCEALED SPRAYED FIRE-RESISTIVE MATERIALS**

#### 41 42 GENERAL

43 For concealed applications of sprayed fire-resistive materials, provide manufacturer's standard products  
44 complying with requirements indicated for material composition and physical properties representative of  
45 installed products.

#### 46 47 PRODUCTS:

48  
49 Cementitious Sprayed Fire-Resistive Material (Mineral fiber type fireproofing is prohibited):

50  
51 Carbolite Co., Fireproofing Products Div.; Pyrolite 15.

52  
53 Grace, W. R. & Co.--Conn., Construction Products Div.; Monokote Type MK-6s.

54  
55 Isolotek International Corp., Cafco Products; Cafco 300.

### 56 57 MATERIAL COMPOSITION

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Spray Applied Fireproofing  
07 81 00-4

1 Cementitious sprayed fire-resistive material consisting of factory-mixed, dry formulation of gypsum or  
2 portland cement binders and lightweight mineral or synthetic aggregates mixed with water at Project site to  
3 form a slurry or mortar for conveyance and application.  
4

#### 5 PHYSICAL PROPERTIES

6 Minimum values, unless otherwise indicated, or higher values required to attain designated fire-resistance  
7 ratings, measured per standard test methods referenced with each property as follows:  
8

#### 9 DRY DENSITY

10 15 lb/cu. ft. for average and individual densities regardless of density indicated in referenced fire-resistance  
11 design, or greater if required to attain fire-resistance ratings indicated, per ASTM E 605 or AWCI Technical  
12 Manual 12-A, Section 5.4.5, "Displacement Method."  
13

#### 14 THICKNESS

15 Provide minimum average thickness required for fire-resistance design indicated according to the following  
16 criteria, but not less than 0.375 inch, per ASTM E 605:  
17

18 Where the referenced fire-resistance design lists a thickness of 1 inch or greater, the minimum  
19 allowable individual thickness of sprayed fire-resistive material is the design thickness minus 0.25  
20 inch.  
21

22 Where the referenced fire-resistance design lists a thickness of less than 1 inch but more than  
23 0.375 inch, the minimum allowable individual thickness of sprayed fire-resistive material is the  
24 greater of 0.375 inch or 75 percent of the design thickness.  
25

26 No reduction in average thickness is permitted for those fire-resistance designs whose fire-  
27 resistance ratings were established at densities of less than 15 lb/cu. ft.  
28

#### 29 BOND STRENGTH

30 150 lbf/sq. ft. minimum per ASTM E 736 under the following conditions:  
31

32 Field test sprayed fire-resistive material that is applied to flanges of wide-flange, structural-steel  
33 members on surfaces matching those that will exist for remainder of steel receiving fire-resistive  
34 material.  
35

36 If surfaces of structural steel receiving sprayed fire-resistive material are primed or otherwise  
37 painted for coating materials, perform series of bond tests specified in UL's "Fire Resistance  
38 Directory." Provide bond strength indicated in referenced UL fire-resistance criteria, but not less  
39 than 150 lbf/sq. ft. minimum per ASTM E 736.  
40

41 Minimum thickness of sprayed fire-resistive material tested in laboratory shall be 0.75 inch.  
42

#### 43 COMPRESSIVE STRENGTH

44 5.21 lbf/sq. in. as determined in the laboratory per ASTM E 761. Minimum thickness of sprayed fire-resistive  
45 material tested shall be 0.75 inch and minimum dry density shall be as specified, but not less than 15 lb/cu.  
46 ft.  
47

#### 48 CORROSION RESISTANCE

49 No evidence of corrosion per ASTM E 937.  
50

#### 51 DEFLECTION

52 No cracking, spalling, or delamination per ASTM E 759.  
53

#### 54 EFFECT OF IMPACT ON BONDING

55 No cracking, spalling, or delamination per ASTM E 760.  
56  
57

1 AIR EROSION

2 Maximum weight loss of 0.025 g/sq. ft. in 24 hours per ASTM E 859. For laboratory tests, minimum  
3 thickness of sprayed fire-resistive material is 0.75 inch, maximum dry density is 15 lb/cu. ft., test specimens  
4 are not prepurged by mechanically induced air velocities, and tests are terminated after 24 hours.

5  
6 FIRE-TEST-RESPONSE CHARACTERISTICS

7 Provide sprayed fire-resistive materials with the following surface-burning characteristics as determined by  
8 testing identical products per ASTM E 84 by UL or another testing and inspecting agency acceptable to  
9 authorities having jurisdiction:

10  
11 Flame-Spread Index: 10 or less.

12  
13 Smoke-Developed Index: 0.

14  
15 FUNGAL RESISTANCE

16 No observed growth on specimens per ASTM G 21.

17  
18 **AUXILIARY FIRE-RESISTIVE MATERIALS**

19  
20 GENERAL

21 Provide auxiliary fire-resistive materials that are compatible with sprayed fire-resistive materials and  
22 substrates and are approved by UL or another testing and inspecting agency acceptable to authorities  
23 having jurisdiction for use in fire-resistance designs indicated.

24  
25 SUBSTRATE PRIMERS

26 For use on each substrate and with each sprayed fire-resistive product, provide primer that complies with  
27 one or more of the following requirements:

28  
29 Primer's bond strength complies with requirements specified in UL's "Fire Resistance Directory,"  
30 for coating materials based on a series of bond tests per ASTM E 736.

31  
32 Primer is identical to those used in assemblies tested for fire-test-response characteristics of  
33 sprayed fire-resistive material per ASTM E 119 by UL or another testing and inspecting agency  
34 acceptable to authorities having jurisdiction.

35  
36 Adhesive for Bonding Fire-Resistive Material: Product approved by manufacturer of sprayed fire-resistive  
37 material.

38  
39 METAL LATH

40 Expanded metal lath fabricated from material of weight, configuration, and finish required to comply with  
41 fire-resistance designs indicated and fire-resistive material manufacturer's written recommendations.  
42 Include clips, lathing accessories, corner beads, and other anchorage devices required to attach lath to  
43 substrates and to receive sprayed fire-resistive material.

44  
45 **INTUMESCENT MASTIC FIRE-RESISTIVE COATINGS**

46 Subject to compliance with requirements, provide one of the following:

47  
48 A/D Fire Protection Systems Inc.; Basecoat, Firefilm II and Colorcoat.

49  
50 Albi Manufacturing, Division of StanChem Inc.; Albi Clad TF.

51  
52 Carboline Company, Fireproofing Products Div.; Nullifire S607 and topcoat provided by  
53 manufacturer of basecoat.

54  
55 Isolatak International Corp.; Cafco SprayFilm-WB 2 Basecoat and Topseal.

56  
57 COLOR AND GLOSS

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1 As selected by Architect from manufacturer's full range.

2  
3 **REINFORCING MESH**

4 Metallic mesh reinforcement of type, weight, and form required to comply with fire-resistance designs  
5 indicated; approved and provided by manufacturer of intumescent mastic coating fire-resistive material.  
6 Include pins and attachment.

7  
8 **FIRE-RESISTIVE RATINGS**

9 2 hours, unless otherwise indicated.

10  
11 **APPLICATION OF INTUMESCENT COATINGS:**

12 Apply exposed intumescent mastic fire-resistive coatings in thicknesses and densities not less than those  
13 required to achieve fire-resistance ratings designated for each condition and as follows:

14  
15       Install reinforcing fabric as required to obtain designated fire-resistance rating.

16  
17       Finish: Even, spray-textured finish produced by lightly rolling flat surfaces of fire-protected  
18 members before fire-resistive material dries, to smooth out surface irregularities and to seal in  
19 surface fibers.

20  
21 **PART THREE - EXECUTION**

22  
23 **EXAMINATION**

24 Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for  
25 substrates and other conditions affecting performance of work. A substrate is in satisfactory condition if it  
26 complies with the following:

27  
28       Substrates comply with requirements in the Section where the substrate and related materials and  
29 construction are specified.

30  
31       Substrates are free of oil, grease, rolling compounds, incompatible primers, loose mill scale, dirt,  
32 or other foreign substances capable of impairing bond of fire-resistive materials with substrates  
33 under conditions of normal use or fire exposure.

34  
35       Objects penetrating fire-resistive material, including clips, hangers, support sleeves, and similar  
36 items, are securely attached to substrates.

37  
38       Substrates are not obstructed by ducts, piping, equipment, and other suspended construction that  
39 will interfere with applying fire-resistive material.

40  
41 Conduct tests according to fire-resistive material manufacturer's written recommendations to verify that  
42 substrates are free of oil, rolling compounds, and other substances capable of interfering with bond.

43  
44 Proceed with installation only after unsatisfactory conditions have been corrected.

45  
46 **PREPARATION**

47 Cover other work subject to damage from fallout or overspray of fire-resistive materials during application.

48  
49 Clean substrates of substances that could impair bond of fire-resistive material, including dirt, oil, grease,  
50 release agents, rolling compounds, loose mill scale, and incompatible primers, paints, and encapsulants.

51  
52 Prime substrates where recommended in writing by sprayed fire-resistive material manufacturer unless  
53 compatible shop primer has been applied and is in satisfactory condition to receive sprayed fire-resistive  
54 material.

55  
56 Prepare painted surfaces to receive sprayed fire-resistive material, including but not limited to the barrel  
57 vault, in accordance with the sprayed fire-resistive material manufacturer's printed recommendations.

1  
2 **INSTALLATION, GENERAL**

3 Comply with fire-resistive material manufacturer's written instructions for mixing materials, application  
4 procedures, and types of equipment used to mix, convey, and spray on fire-resistive material, as applicable  
5 to particular conditions of installation and as required to achieve fire-resistance ratings indicated.  
6

7 Apply sprayed fire-resistive material that is identical to products tested as specified in Part 1 "Quality  
8 Assurance" Article and substantiated by test reports, with respect to rate of application, accelerator use,  
9 sealers, topcoats, tamping, troweling, water overspray, or other materials and procedures affecting test  
10 results.  
11

12 Install metal lath, as required, to comply with fire-resistance ratings and fire-resistive material  
13 manufacturer's written recommendations for conditions of exposure and intended use. Securely attach lath  
14 to substrate in position required for support and reinforcement of fire-resistive material. Use anchorage  
15 devices of type recommended in writing by sprayed fire-resistive material manufacturer. Attach lathing  
16 accessories where indicated or required for secure attachment to substrate.  
17

18 Coat substrates with adhesive before applying fire-resistive material where required to achieve fire-  
19 resistance rating or as recommended in writing by sprayed fire-resistive material manufacturer for material  
20 and application indicated.  
21

22 Extend fire-resistive material in full thickness over entire area of each substrate to be protected. Unless  
23 otherwise recommended in writing by sprayed fire-resistive material manufacturer, install body of fire-  
24 resistive covering in a single course.  
25

26 Spray apply fire-resistive materials to maximum extent possible. Following the spraying operation in each  
27 area, complete the coverage by trowel application or other placement method recommended in writing by  
28 sprayed fire-resistive material manufacturer.  
29

30 **INSTALLATION, CONCEALED SPRAYED FIRE-RESISTIVE MATERIALS**

31 Apply concealed sprayed fire-resistive material in thicknesses and densities not less than those required to  
32 achieve fire-resistance ratings designated for each condition but apply in greater thicknesses and densities  
33 if specified in Part 2 "Concealed Sprayed Fire-Resistive Materials" Article.  
34

35 **FIELD QUALITY CONTROL**

36  
37 **TESTING AGENCY:**

38 Owner will engage a qualified independent testing and inspecting agency to perform field tests and  
39 inspections and to prepare test reports.  
40

41       Testing and inspecting agency will interpret tests and state in each report whether tested work  
42       complies with or deviates from requirements.  
43

44 **TESTING SERVICES:** Testing and inspecting of completed applications of sprayed fire-resistive material  
45 shall take place in successive stages, in areas of extent and using methods as follows. Do not proceed  
46 with application of sprayed fire-resistive material for the next area until test results for previously completed  
47 applications of sprayed fire-resistive material show compliance with requirements. Tested values must  
48 equal or exceed values indicated and required for approved fire-resistance design.  
49

50       Testing shall be based on ASTM E 605 "Test Methods for Thickness and Density of SFRM Applied  
51       to Structural Members" and the AWCI Technical Manual 12-A-1997 "Standard Practice for the  
52       Testing and Inspection of Field Applied SFRM: An Annotated Guide."  
53

54 Remove and replace applications of sprayed fire-resistive material where test results indicate that it does  
55 not comply with specified requirements for cohesion and adhesion, for density, or for both.  
56

57 Apply additional sprayed fire-resistive material per manufacturer's written instructions where test results  
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1 indicate that thickness does not comply with specified requirements.

2

3 Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of  
4 replaced or additional work with specified requirements.

5

6 **CLEANING, PROTECTING, AND REPAIR**

7

8 **CLEANING:**

9 Immediately after completing spraying operations in each containable area of Project, remove material  
10 overspray and fallout from surfaces of other construction and clean exposed surfaces to remove evidence  
11 of soiling.

12

13 Protect sprayed fire-resistive material, according to advice of product manufacturer and Installer, from  
14 damage resulting from construction operations or other causes so fire protection will be without damage or  
15 deterioration at time of Substantial Completion.

16

17 Coordinate application of sprayed fire-resistive material with other construction to minimize need to cut or  
18 remove fire protection. As installation of other construction proceeds, inspect sprayed fire-resistive material  
19 and patch any damaged or removed areas.

20

21 Repair or replace work that has not been successfully protected or that has been damaged or removed by  
22 other trades.

23

24 **FIRE-RESISTANCE RATING SCHEDULE**

25

26 Applications and Fire-Resistance Rating:

27

28           Structural Steel Beams and Columns: Minimum 2 hours.

29

30           Floor and Roof Assemblies: Minimum 2 hours.

31

32

33

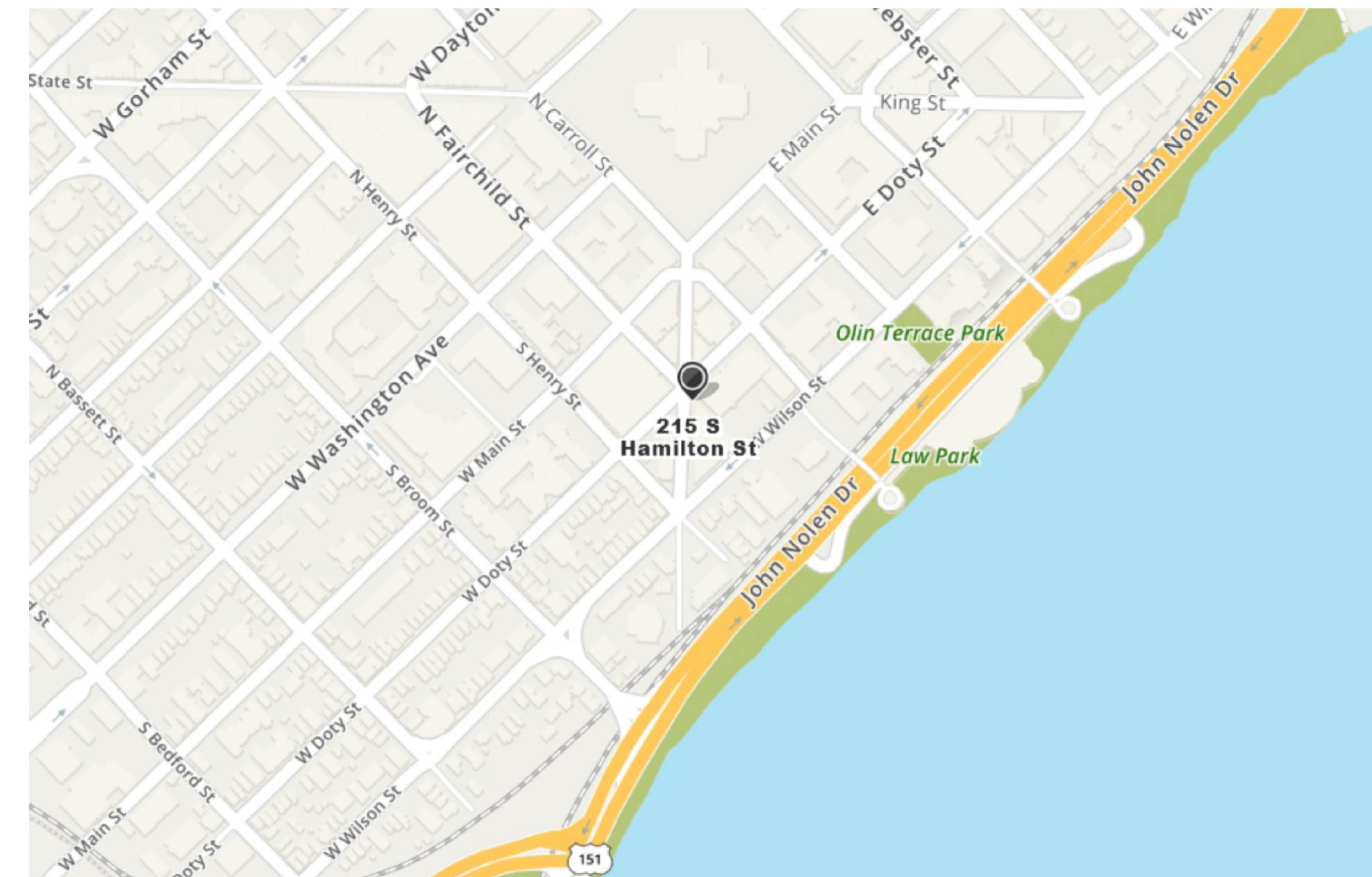
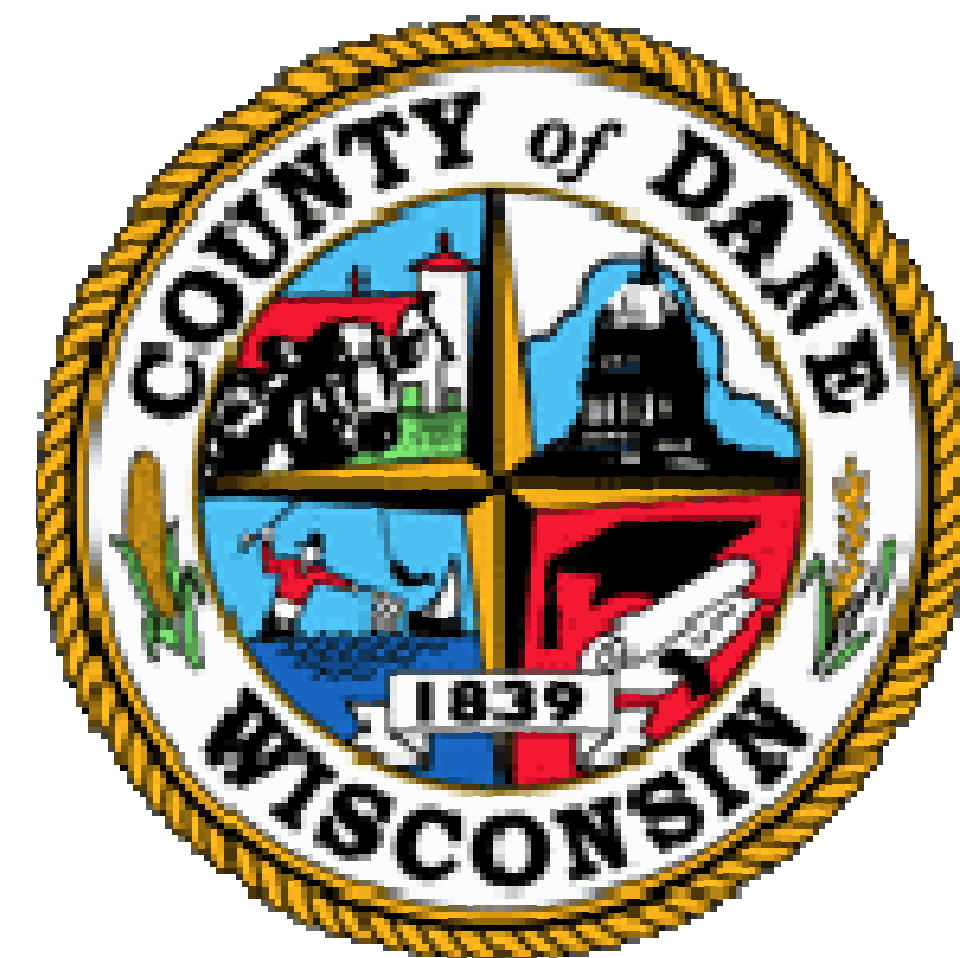
**END OF SECTION**

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# REMOTE DECENT SYSTEM ANCHORS

## DANE COUNTY COURTHOUSE MADISON, WISCONSIN BID DOCUMENT PACKAGE SEPTEMBER 23RD, 2019

COUNTY OF DANE RFB NO 318050



**215 SOUTH HAMILTON STREET  
 MADISON, WISCONSIN 53703**

**SHEET INDEX**

|      |  |
|------|--|
| T100 | TITLESHEET                                       |
| S000 | ABBREVIATIONS, SYMBOLS AND BID PLAN - STRUCTURAL |
| S001 | PARTIAL PHASING PLAN - STRUCTURAL                |
| S002 | PARTIAL PHASING PLAN - STRUCTURAL                |
| S100 | PARTIAL ROOF FRAMING PLAN - STRUCTURAL           |
| S101 | PARTIAL ROOF FRAMING PLAN - STRUCTURAL           |
| S900 | DETAILS - STRUCTURAL                             |

CONSULTANTS

ISSUED

REVISIONS / ADDENDA

PROJECT #: 19.0056

DRAWN: AGM

CHECKED: RLM

DATE: 09/23/19

PHASE: BIDDING

PROJECT

**REMOTE DECENT  
 SYSTEM ANCHORS**

215 S. HAMILTON ST.  
 MADISON, WI 53703

TITLE SHEET

**T100**



CONSULTANTS

ISSUED

REVISIONS / ADDENDA

PROJECT #: 19.0056

DRAWN: AGM

CHECKED: RLM

DATE: 09/23/19

PHASE: BIDDING

PROJECT

REMOTE DECENT SYSTEM ANCHORS

215 S. HAMILTON ST.  
 MADISON, WI 53703

ABBREVIATIONS  
 SYMBOLS AND BID PLAN  
 - STRUCTURAL

S000

ABBREVIATIONS:

|        |  |       |                                  |           |                         |
|--------|--|-------|----------------------------------|-----------|-------------------------|
| &      | AND                                      | ENG   | ENGINEER                         | PLATE     | PLATE                   |
| *      | ASTRICT FOR FOOT NOTE REFERENCE          | EQ    | EQUAL(=)                         | PAR       | PARALLEL                |
| @      | AT                                       | EQUIP | EQUIPMENT                        | PC        | PLUMBING CONTRACTOR     |
| AE     | ARCHITECT/ENGINEER                       | ES    | EACH SIDE                        | PCT       | PRE-CAST                |
| AS     | ANCHOR BOLT                              | EW    | EACH WAY                         | PERIM     | PERIMETER               |
| ABV    | ABOVE                                    | EXG   | EXCAVATION                       | PERP      | PERPENDICULAR           |
| ACI    | AMERICAN CONCRETE INSTITUTE              | EXP   | EXPANSION                        | PLBG      | PLUMBING                |
| ADD    | ADDITIONAL                               | EXT   | EXTERIOR OR EXTERNAL             | PLK       | PLANK                   |
| ADJ    | ADJUNCT                                  | FAS   | FASTENERS                        | PLY       | PLYWOOD                 |
| AFF    | ABOVE FINISHED FLOOR                     | FD    | FLOOR DRAIN                      | PCC       | POINT OF CONNECTION     |
| AFG    | ABOVE FINISHED GRADE                     | FF    | FINISHED FLOOR                   | PR        | PIER                    |
| ASCC   | AMERICAN INSTITUTE OF STEEL CONSTRUCTION | FIG   | FIGURE                           | PRELIM    | PRELIMINARY             |
| AISI   | AMERICAN IRON AND STEEL INSTITUTE        | FIN   | FINISH                           | psf       | POUNDS PER SQUARE FOOT  |
| AL     | ALUMINUM                                 | FL    | FLOOR                            | psl       | POUNDS PER SQUARE INCH  |
| ALT    | ALTERNATIVE                              | FLX   | FLEXIBLE                         | PTS       | POINTS                  |
| ASCE   | AMERICAN SOCIETY OF CIVIL ENGINEERS      | FND   | FOUNDATION                       | PVC       | POLYVINYL CHLORIDE      |
| ASD    | ALTERNATE STRESS DESIGN                  | FPC   | FIRE PROTECTION CONTRACTOR       | QTY       | QUANTITY                |
| ASTM   | AMERICAN SOCIETY FOR TESTING MATERIALS   | FR    | FROST RESISTANT                  | REC       | RECOMMENDATION(S)       |
| AWS    | AMERICAN WELDING SOCIETY                 | ft    | FOOT OR FEET                     | REINF     | REINFORCEMENT           |
|        |  | FTG   | FOOTING                          | RETG      | RETAINING               |
|        |  | FV    | FIELD VERIFY                     | REQ       | REQUIRED/REQUIREMENT(S) |
|        |  | FW    | FOUNDATION WALL                  | RF        | ROOF                    |
|        |  | GA    | GAUGE                            | R/E       | STRUCTURAL ENGINEER     |
|        |  | GALV  | GALVANIZED                       | SB        | SUMP BASIN              |
|        |  | GC    | GENERAL CONTRACTOR               | SC        | SAW-CUT                 |
|        |  | GR    | GRADE                            | SCH       | SCHEDULE                |
|        |  | HC    | HVAC CONTRACTOR                  | SDG       | SPECIAL DESIGNED GIRDER |
|        |  | HGD   | HOT DIPPED GALVANIZED            | SIT       | SPECIAL DESIGNED TRUSS  |
|        |  | HORZ  | HORIZONTAL                       | SEC       | SECTION(S)              |
|        |  | HT    | HEIGHT                           | SG        | SUB-GRADE               |
|        |  | HWY   | HIGHWAY                          | SGW       | WELDED SERIES GRATING   |
|        |  |       |                                  | SH        | SHEATHING               |
|        |  | IBC   | INTERNATIONAL BUILDING CODE      | SHT       | SHEET                   |
|        |  | ID    | INSIDE DIAMETER                  | SIM       | SIMILAR                 |
|        |  | in    | INCH(")                          | SOG       | SLAB-ON-GRADE           |
|        |  | INFO  | INFORMATION                      | SOW       | SIDE OF WALL            |
|        |  | INT   | INTERIOR                         | SPEC      | SPECIFICATION(S)        |
|        |  |       |                                  | sq ft (') | SQUARE FEET             |
|        |  | JT    | JOINT                            | sq in (') | SQUARE INCH             |
|        |  | JST   | JOIST                            | ST        | STEEL                   |
|        |  |       |                                  | STD       | STANDARD(S)             |
|        |  | kip   | KILO POUND                       | STR       | STRUCTURAL              |
|        |  | ksi   | KILO POUND PER SQUARE INCH       | SUP       | SUPPORT(S)              |
|        |  |       |                                  | SST       | STAINLESS STEEL         |
|        |  | lb    | POUND(S)                         | SW        | SHORT WAY               |
|        |  | LL    | LIVE LOAD                        |           |                         |
|        |  | LLV   | LONG LEG VERTICAL                | -         | TO OR RANGE OF NUMBERS  |
|        |  | LOC   | LOCATION                         | TEMP      | TEMPORARY               |
|        |  | LOE   | LIMITS OF EXCAVATION             | TFA       | TO FLOOR ABOVE          |
|        |  | LVL   | LEVEL(S)                         | TFB       | TO FLOOR BELOW          |
|        |  | LW    | LONG WAY                         | THK       | THICKNESS               |
|        |  |       |                                  | THRU      | THROUGH                 |
|        |  | MASN  | MASONRY                          | TOC       | TOP OF                  |
|        |  | MAX   | MAXIMUM                          | TOC       | TOP OF CONCRETE         |
|        |  | MECH  | MECHANICAL                       | TOF       | TOP OF FOUNDATION       |
|        |  | MEZZ  | MEZZANINE                        | TOL       | TOP OF LEDGE            |
|        |  | MFG   | MANUFACTURER(S)                  | TOS       | TOP OF STEEL            |
|        |  | MH    | MANHOLE                          | TOW       | TOP OF WALL             |
|        |  | MIN   | MINIMUM                          | TYP       | TYPICAL                 |
|        |  | MTD   | MOUNTED                          |           |                         |
|        |  | MWFRS | MAIN WIND-FORCE RESISTING SYSTEM | UNEX      | UNEXCAVATED             |
|        |  | #     | NUMBER                           | UNIF      | UNIFORM                 |
| (E)    | EXISTING                                 | NDS   | NATIONAL DESIGN SPECIFICATIONS   | UNO       | UNLESS NOTED OTHERWISE  |
| EA     | EACH                                     | NIC   | NOT IN CONTRACT                  | VERT      | VERTICAL                |
| EA     | ELECTRICAL CONTRACTOR                    | NTS   | NOT TO SCALE                     |           |                         |
| EE     | EACH END                                 |       |                                  | WD        | WIDTH                   |
| EF     | EACH FACE                                | OC    | ON CENTER                        | WJ        | WITH                    |
| EJ     | EXPANSION JOINT                          | OE    | OVER EXCAVATION                  | WT        | WEIGHT                  |
| ELV    | ELEVATION                                | OPNG  | OPENING                          | WWF       | WELDED WIRE FABRIC      |
| ELEC   | ELECTRICAL                               | OD    | OUTSIDE DIAMETER                 |           |                         |
| ELVTR  | ELEVATOR                                 | %     | PERCENTAGE                       |           |                         |
| ELVTRC | ELEVATOR CONTRACTOR                      |       |                                  |           |                         |
| EMB    | EMBEDMENT                                |       |                                  |           |                         |

STRUCTURAL LEGEND

|       |                              |       |                |  |                                      |
|-------|------------------------------|-------|----------------|--|--------------------------------------|
| ===== | BEAMS                        | ===== | CONCRETE LEDGE |  | TAG FOR CONTINUATION OR MATCH POINTS |
| ----- | CMU - WALLS                  | ----- | MATCH LINE     |  | C-SHAPED BEAM OR COLUMN              |
| ===== | COLUMNS                      | ===== | PIERS          |  | HSS-SHAPED BEAM OR COLUMN            |
| ===== | CONCRETE PADS                | ===== | SHEARWALLS     |  | L-SHAPED BEAM OR COLUMN              |
| ----- | EXISTING - BEAMS             | ----- | SLAB-ON-GRADE  |  | PIPE AS BEAM OR COLUMN               |
| ----- | EXISTING - CMU - WALL        | ----- | TRUSSES        |  | S-SHAPED BEAM OR COLUMN              |
| ----- | EXISTING - COLUMNS           | ----- | WALLS          |  | ST-SHAPED BEAM OR COLUMN             |
| ----- | EXISTING - FOOTINGS          | ----- | WALLS          |  | W-SHAPED BEAM OR COLUMN              |
| ----- | EXISTING - ROOF              | ----- | WALLS          |  | WT-SHAPED BEAM OR COLUMN             |
| ----- | EXISTING WALLS, STAIRS, ETC. | ----- | WALLS          |  | WELDING SYMBOLS                      |
| ----- | FOOTINGS                     | ----- | WALLS          |  |                                      |
| ----- | FOUNDATION WALLS             | ----- | WALLS          |  |                                      |
| ----- | STRUCTURAL GIRDERS           | ----- | WALLS          |  |                                      |
| ----- | GRID ANNOTATIONS             | ----- | WALLS          |  |                                      |
| ----- | GRID LINES                   | ----- | WALLS          |  |                                      |

NOTE REGARDING EXISTING CONDITIONS

INFORMATION PERTAINING TO EXISTING CONDITIONS GIVEN ON THESE STRUCTURAL DRAWINGS REPRESENTS TO THE BEST OF OUR KNOWLEDGE THE ACTUAL EXISTING FIELD CONDITIONS. JDR ENGINEERING, INC. MAKES NO WARRANTY AS TO THEIR ACCURACY. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS IMPERATIVE TO THE NEW WORK. REPORT DISCREPANCIES BETWEEN THE DRAWINGS AND FIELD CONDITIONS TO THE STRUCTURAL ENGINEER FOR REVIEW. ANY WORK PERFORMED PRIOR TO RESOLUTION OF DISCREPANCIES BY THE STRUCTURAL ENGINEER IS SUBJECT TO REMOVAL AND REPLACEMENT AT NO ADDITIONAL COST TO THE CONTRACTOR.

THE EXISTING BUILDING STRUCTURE IS PROTECTED BY AN EXISTING SPRAYED FIRE RESISTIVE MATERIAL. THIS PROJECT SHALL PROVIDE NEW FIRE RESISTIVE MATERIAL, COMPATIBLE TO THE EXISTING MATERIAL, TO ALL NEW STRUCTURAL STEEL INSTALLED AS PART OF THIS PROJECT. ADDITIONALLY, WHERE THE EXISTING SPRAYED FIRE RESISTIVE MATERIAL IS DAMAGED OR COMPROMISED AS A RESULT OF WORK REQUIRED FOR THIS PROJECT, THE DAMAGED FIRE RESISTIVE MATERIAL SHALL BE FIXED TO MATCH EXISTING.

NOTE REGARDING MEANS AND METHODS

THE PROJECT CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF THE PROJECT, INCLUDING ALL MEANS AND METHODS REQUIRED TO COMPLETE THE PROJECT.

THIS INCLUDES, BUT IS NOT LIMITED TO:

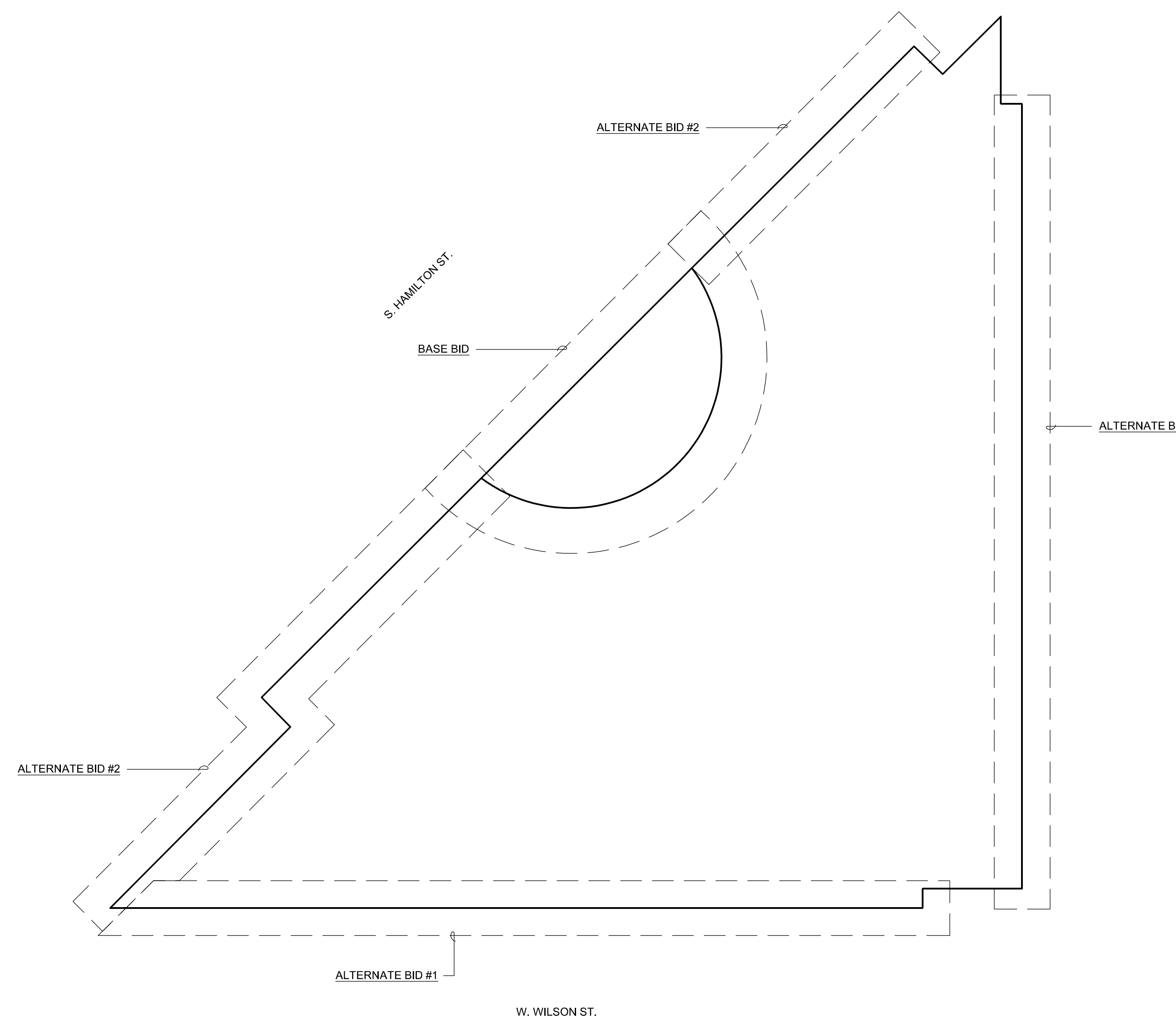
- ALL REQUIRED DEMOLITION AND NEW WORK.
- ALL REQUIRED LIFTS, CRANES, SCAFFOLDING, TEMPORARY STRUCTURE, PROTECTION, ETC.
- COORDINATION WITH CITY OF MADISON TRAFFIC FOR ANY REQUIRED STREET SHUTDOWNS.
- CEILING REMOVAL/DEMOLITION AND CEILING REINSTALLATION TO MATCH EXISTING (AS-FOUND) CONDITIONS.
- SPRAYED FIRE RESISTIVE MATERIAL.
- ROOF DEMOLITION WORK, INCLUDING REMOVAL OF ROOFING/MEMBRANE, ROOF INSULATION, METAL DECKING, ETC.
- NEW ROOF WORK, INCLUDING REINSTALLATION OF METAL DECKING, ROOF INSULATION, ROOF/MEMBRANE, ETC.
- COORDINATION WITH DANE COUNTY FACILITIES MANAGEMENT AND BUILDING OCCUPANTS.
- DEVELOPMENT OF SCHEDULE, INCLUDING PHASING PLAN.
- BUILDING PROTECTION FROM EXTERIOR ELEMENTS, INCLUDING RAIN, SNOW, WIND, COLD, INFILTRATION, ETC.

DESIGN LIVE LOADS:

|  |       |
|--|-------|
| EQUIPMENT TIE OFF POSTS: (ONE ATTACHMENT PER POST) |       |
| TYPICAL  | 5k    |
| ROOF LOADING:                                      |       |
| FLAT SNOW LOAD (P)                                 | 31psf |
| (SNOW ACCUMULATION AND DRIFTING SNOW)              |       |
| RISK CATEGORY                                      | III   |
| IMPORTANCE FACTOR (I <sub>s</sub> )                | 1.1   |
| EXPOSURE FACTOR (C <sub>e</sub> )                  | 1.0   |
| GROUND SNOW LOAD (P <sub>g</sub> )                 | 35psf |
| THERMAL FACTOR (C <sub>t</sub> )                   | 1.0   |

DESIGN STRESSES:

|                                  |                            |
|----------------------------------|----------------------------|
| STRUCTURAL STEEL:                |                            |
| TUBE SECTIONS ASTM A500, GRADE B | f <sub>y</sub> = 46,000psi |
| BEAMS, OTHER (36ksi) ASTM A59    | f <sub>y</sub> = 36,000psi |
| PLATES AT TOP OF EQUIPMENT       | f <sub>y</sub> = 50,000psi |
| TIE OFF POSTS                    |                            |



1 BASE BID / ALTERNATE BID PLAN

S000 SCALE: NO SCALE

BASE BID / ALTERNATE BID DESCRIPTIONS

- BASE BID - S. HAMILTON ATRIUM**
  - ALL WORK ASSOCIATED WITH INSTALLATION OF ALL REQUIRED STRUCTURAL DEVICES TO ALLOW FOR WINDOW CLEANING OF THE "ATRIUM" PORTION OF THE S. HAMILTON ST. FACING FACADE.
- ALTERNATE BID #1 - W. WILSON FACADE**
  - ALL WORK ASSOCIATED WITH THE INSTALLATION OF ALL REQUIRED STRUCTURAL DEVICES TO ALLOW FOR WINDOW CLEANING OF THE ENTIRE W. WILSON ST. FACING FACADE.
- ALTERNATE BID #2 - REMAINING S. HAMILTON FACADE AND NORTH EAST FACADE**
  - ALL WORK ASSOCIATED WITH THE INSTALLATION OF ALL REQUIRED STRUCTURAL DEVICES TO ALLOW FOR WINDOW CLEANING OF THE REMAINING S. HAMILTON ST FACING FACADE THAT IS NOT INSTALLED AS PART OF THE "BASE" BID AND THE ENTIRE NORTHEAST FACING FACADE.



CONSULTANTS

ISSUED

REVISIONS / ADDENDA

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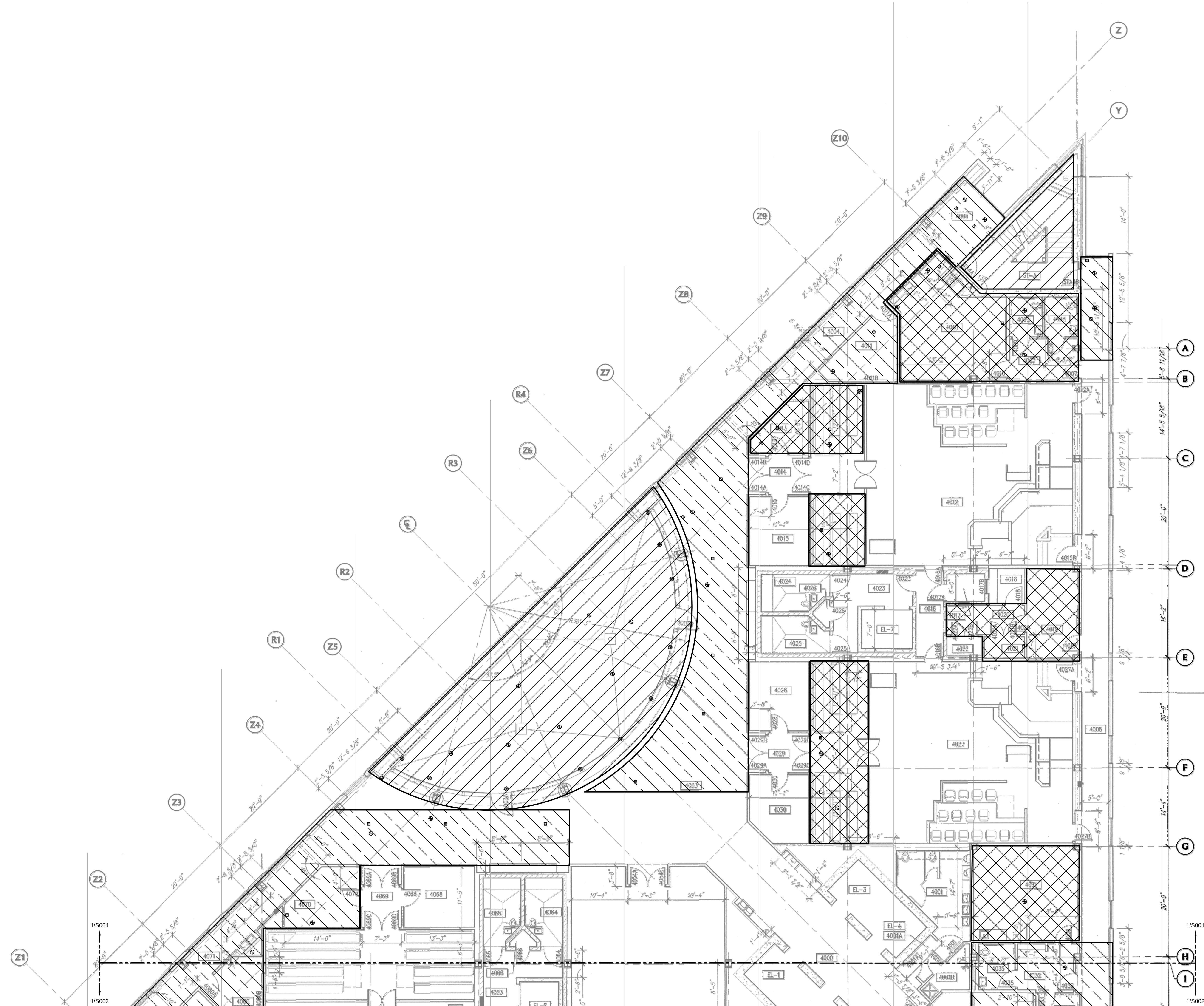
PROJECT

REMOTE DECENT  
SYSTEM ANCHORS

215 S. HAMILTON ST.  
MADISON, WI 53703

PARTIAL PHASING PLAN  
- STRUCTURAL

S001



**NOTE REGARDING MEANS AND METHODS**

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- BUILDING PROTECTION FROM EXTERIOR ELEMENTS, INCLUDING RAIN, SNOW, WIND, COLD, INFILTRATION, ETC.

**1 PARTIAL PHASING PLAN - STRUCTURAL**

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



- ALL AREAS MUST RECEIVE PERMISSION BY OWNER BEFORE WORK MAY COMMENCE. PHASING OF AREAS DEPENDANT UPON USE:**
- = AREAS THAT MAY BE DONE AT ANY TIME.
  - = AREAS THAT MAY ONLY BE DONE DURING OFF HOURS.
  - = AREAS THAT MAY BE DONE DURING REGULAR HOURS OR OFF HOURS (DEPENDENT UPON OWNERS REQUIREMENTS)

**PHASING REQUIREMENTS:**

THE BUILDING WILL BE OCCUPIED DURING THIS PROJECT. THE CONTRACTOR SHALL WORK WITH BUILDING OCCUPANTS AND BUILDING SCHEDULES AT ALL TIMES.

CONTRACTOR SHALL PROVIDE A PHASING SCHEDULE FOR DANE COUNTY AND BUILDING MANAGEMENT REVIEW AND APPROVAL PRIOR TO THE COMMENCEMENT OF ON-SITE ACTIVITIES. SCHEDULE SHALL INCLUDE ANTICIPATED PHASE START DATES AND PHASE DURATION.

PRIOR TO STARTING ANY NEW PHASE, AND AT THE COMPLETION OF EACH PHASE, DANE COUNTY AND BUILDING MANAGEMENT SHALL BE NOTIFIED.

ANY CHANGES IN ANTICIPATED SCHEDULE SHALL BE FULLY COORDINATED AND APPROVED BY DANE COUNTY AND BUILDING MANAGEMENT PRIOR TO COMMENCEMENT OF WORK.

THIS CONTRACTOR SHALL BE RESPONSIBLE FOR:

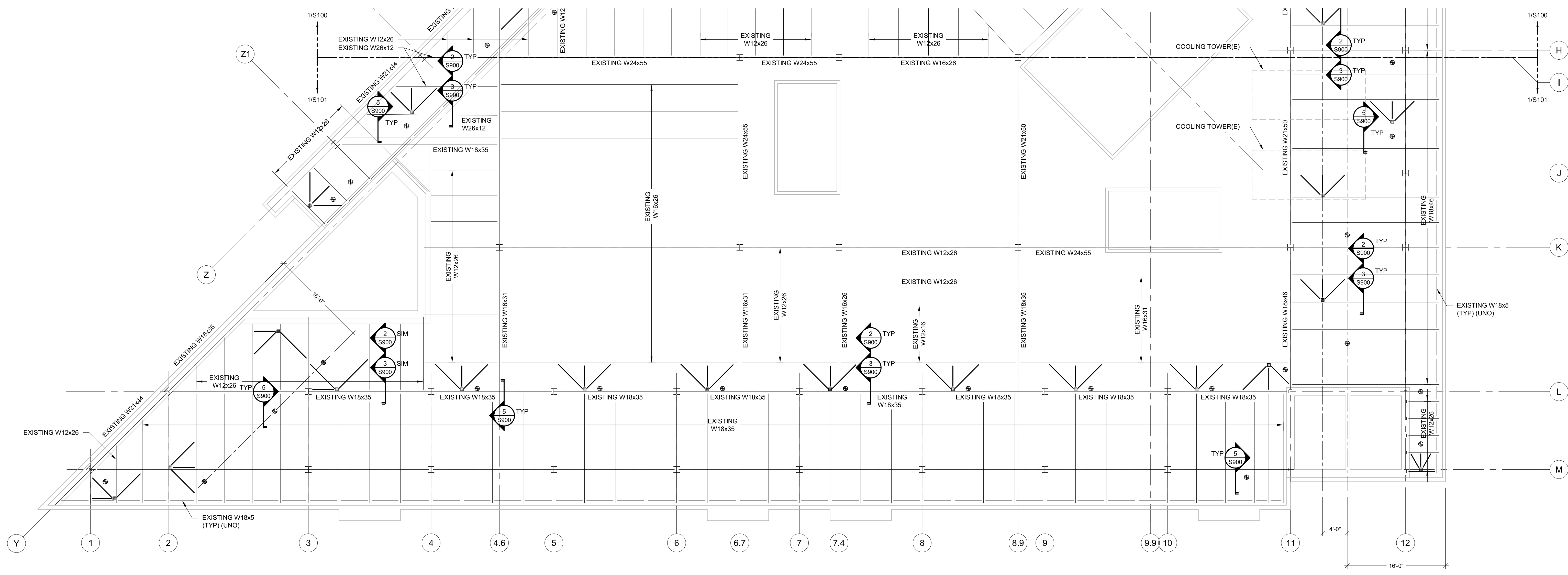
- REMOVAL AND REPLACEMENT OF ALL CEILINGS REQUIRED TO PERFORM THE REQUIRED SCOPE OF WORK.
- REMOVAL AND REPLACEMENT OF ALL LIGHTING, CEILING DIFFUSERS, SPEAKERS, SENSORS, ALARMS, ETC. TO PERFORM THE REQUIRED SCOPE OF WORK.
- MOVING OF ANY MOVABLE FURNITURE REQUIRED TO PERFORM THE SCOPE OF WORK.
- PROTECTION OF ALL SURFACES, FINISHES, FURNITURE AND CASEWORK, BOTH MOVABLE AND FIXED, TO PERFORM THE REQUIRED SCOPE OF WORK.
- ANY REQUIRED FIREWATCH WHILE PERFORMING REQUIRED SCOPE OF WORK.
- PROVIDING POWER TO TOOLS THAT ARE REQUIRED FOR THE SCOPE OF WORK.
- DELIVERY OF ALL REQUIRED MATERIALS, BOTH INSIDE THE BUILDING AND ON THE ROOF REQUIRED TO PERFORM THE SCOPE OF WORK. DELIVERY OF MATERIALS REQUIRED TO LOCATIONS INSIDE THE BUILDING WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- APPLYING NEW FIRE RESISTIVE MATERIAL, COMPATIBLE TO THE EXISTING MATERIAL, TO ALL NEW STRUCTURAL STEEL INSTALLED AS PART OF THIS PROJECT TO PROVIDE A COMPLETE FIRE RESISTIVE BARRIER.
- APPLYING NEW FIRE RESISTIVE MATERIAL TO EXISTING SPRAYED FIRE RESISTIVE MATERIAL THAT IS DAMAGED OR COMPROMISED AS A RESULT OF WORK REQUIRED FOR THIS PROJECT TO PROVIDE A COMPLETE FIRE RESISTIVE BARRIER.











**1 PARTIAL ROOF FRAMING PLAN - STRUCTURAL**  
SCALE: 1/8"=1'-0"  
NORTH

**GENERAL NOTES:**

- ⊕ = TIP OVER ROOF ANCHOR POST
  - ⊙ = NEW PIPE OPENING THROUGH ROOF STRUCTURE
  - = STATIONARY ANCHOR POST AT STEEL FRAMING
  - ▣ = STATIONARY ANCHOR POST AT CONCRETE FRAMING
1. PLEASE NOTE: THAT THERE WILL BE INTERFERENCES ABOVE THE CEILING THAT WILL REQUIRE THAT THE POST LOCATION WILL HAVE TO BE MOVED. CONTRACTOR SHALL FIELD VERIFY ALL LOCATIONS BEFORE WORK BEGINS.
  2. PLEASE NOTE: EACH SUPPORT THAT IS BEING INSTALLED IS DESIGNED FOR ONE SAFETY ATTACHMENT. MORE THAN ONE ATTACHMENT IS NOT TO BE CONSIDERED FOR THE SAFETY OF PEOPLE AND EQUIPMENT.
  3. CONTRACTOR TO APPLY NEW FIRE RESISTIVE MATERIAL, COMPATIBLE TO THE EXISTING MATERIAL, TO ALL NEW STRUCTURAL STEEL INSTALLED AS PART OF THIS PROJECT TO PROVIDE A COMPLETE FIRE RESISTIVE BARRIER.
  4. CONTRACTOR TO APPLY NEW FIRE RESISTIVE MATERIAL TO EXISTING SPRAYED FIRE RESISTIVE MATERIAL THAT IS DAMAGED OR COMPROMISED AS A RESULT OF WORK REQUIRED FOR THIS PROJECT TO PROVIDE A COMPLETE FIRE RESISTIVE BARRIER.

**NOTE REGARDING MEANS AND METHODS**

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- ALL REQUIRED LIFTS, CRANES, SCAFFOLDING, TEMPORARY STRUCTURE, PROTECTION, ETC.
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- DEVELOPMENT OF SCHEDULE, INCLUDING PHASING PLAN.
- BUILDING PROTECTION FROM EXTERIOR ELEMENTS, INCLUDING RAIN, SNOW, WIND, COLD, INFILTRATION, ETC.

CONSULTANTS

ISSUED

REVISIONS / ADDENDA

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DRAWN: AGM

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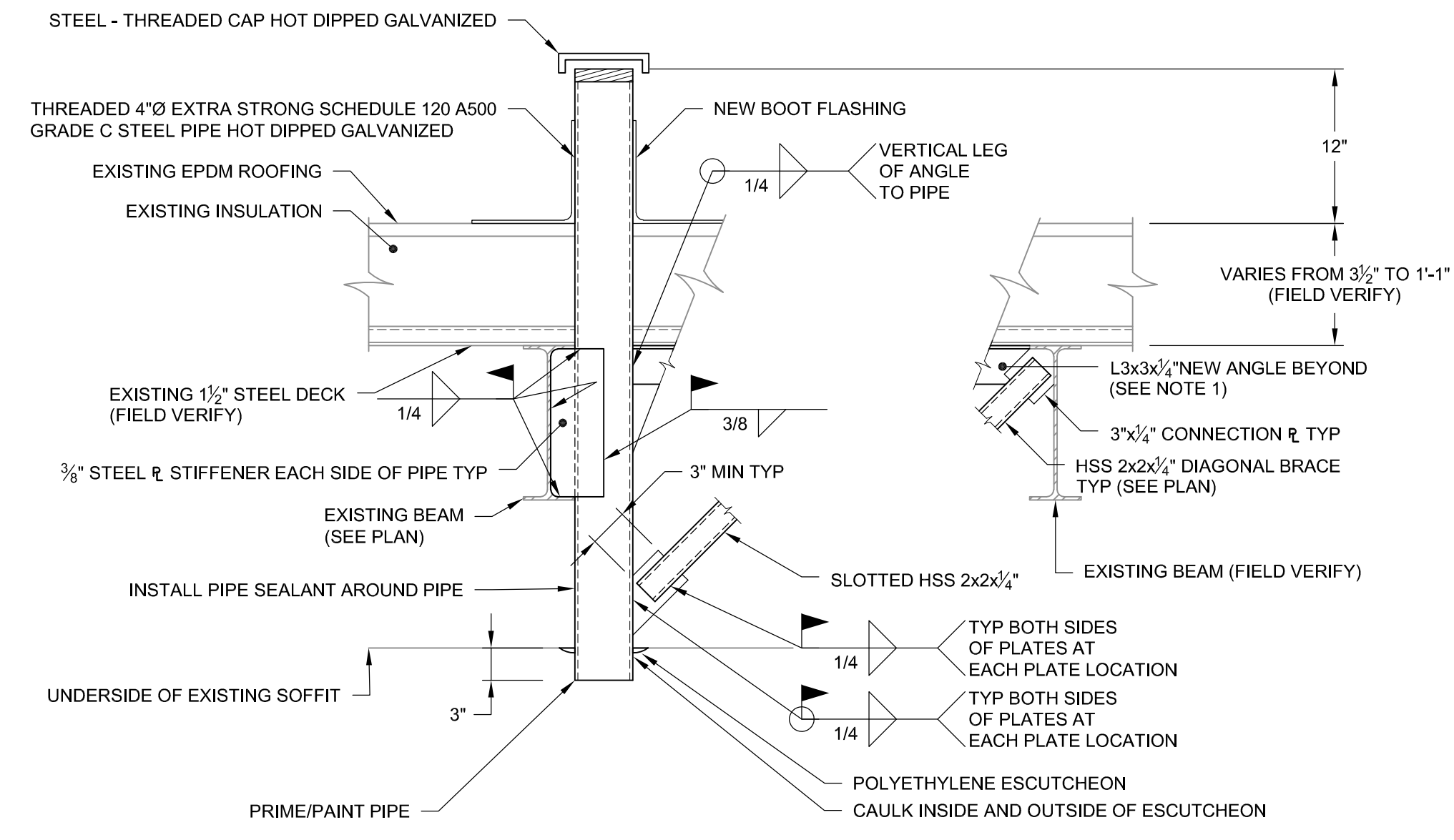
PROJECT  
**REMOTE DECENT  
SYSTEM ANCHORS**

215 S. HAMILTON ST.  
MADISON, WI 53703

PARTIAL ROOF FRAMING  
PLAN - STRUCTURAL

**S101**

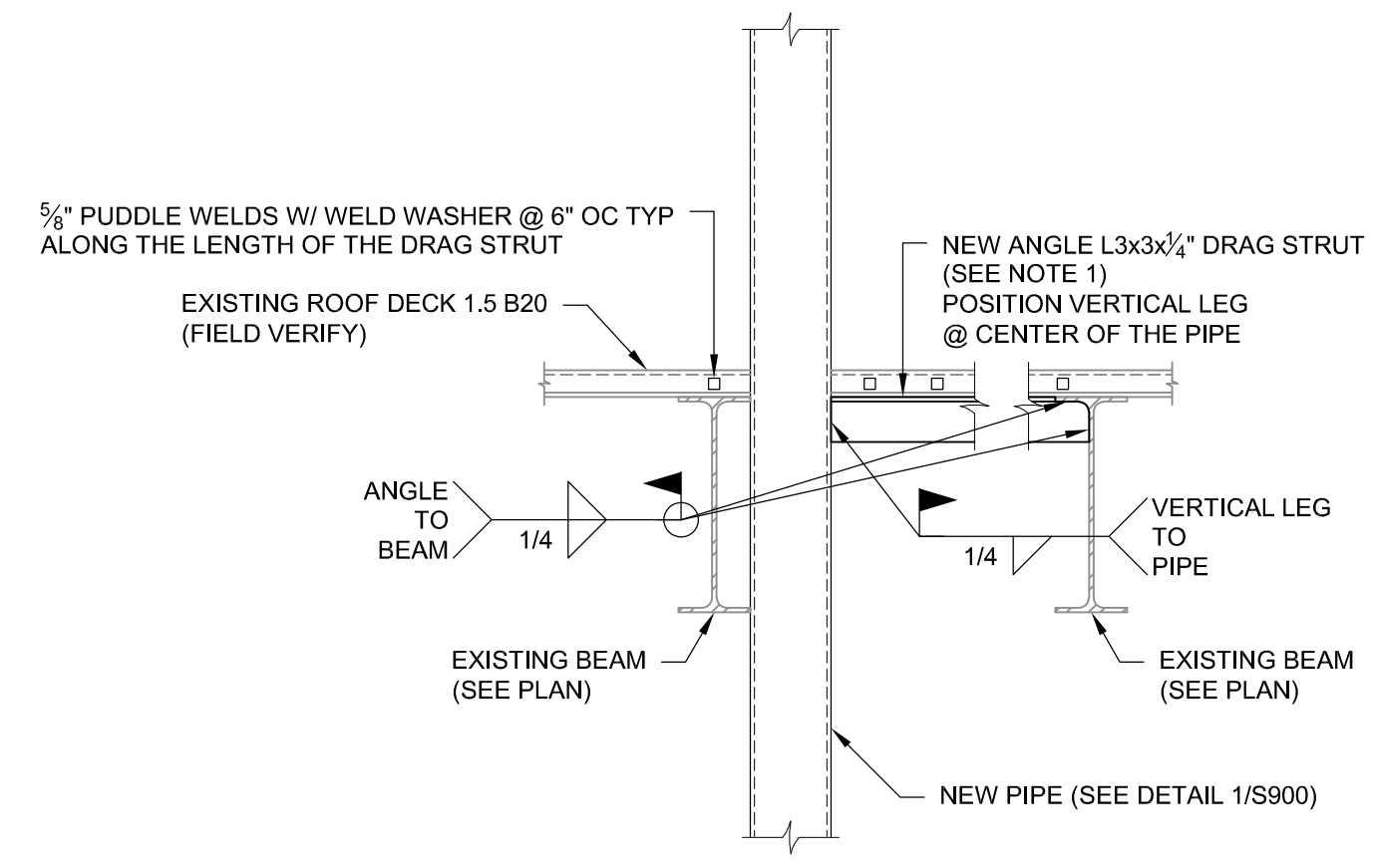




**1**  
S900  
**THROUGH STRUCTURE PIPE  
OPENING FOR SWING STAGE - SECTION**  
SCALE: NONE

**GENERAL NOTES:**

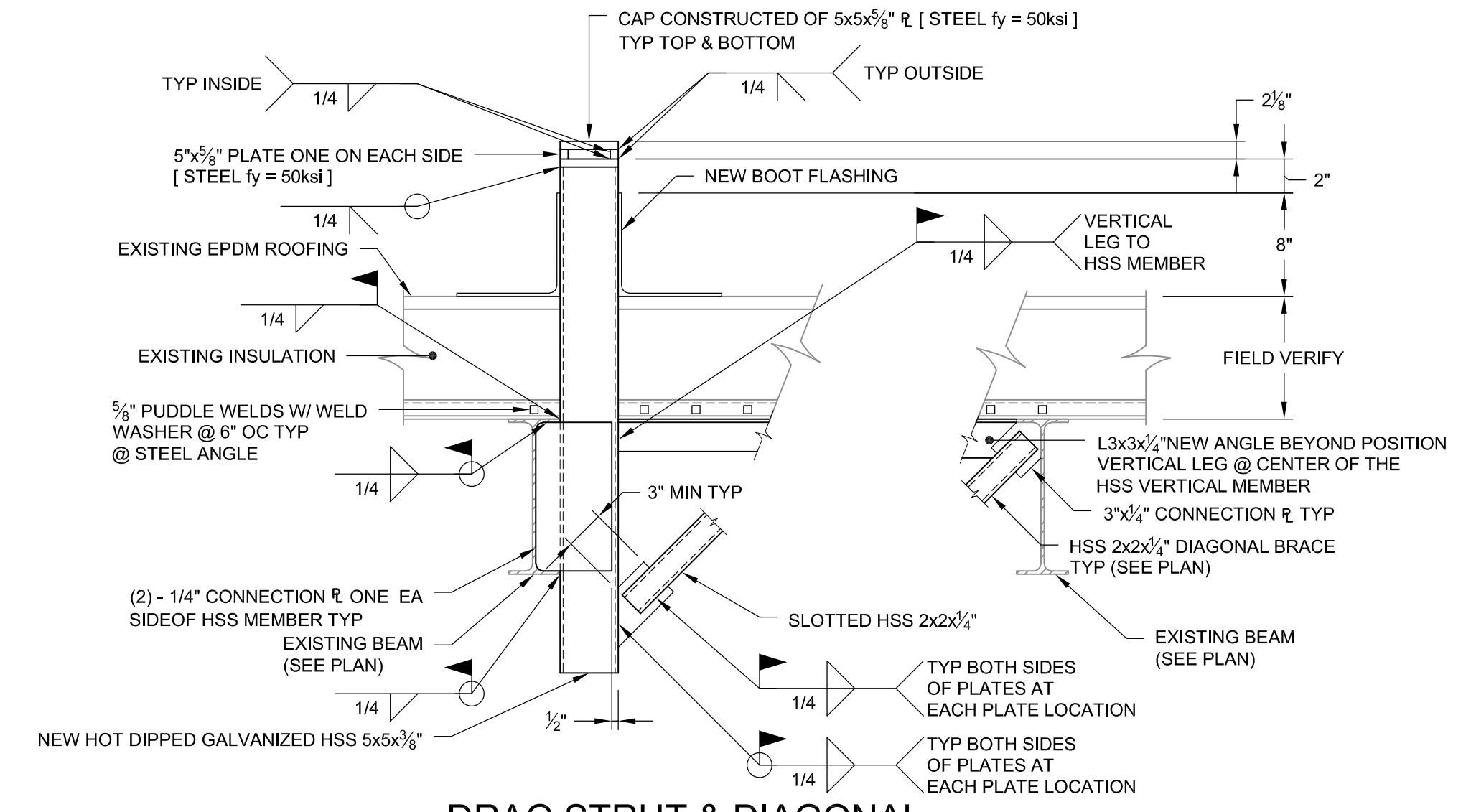
1. SEE DETAIL 2/S900 FOR FURTHER EXPLANATION OF THIS DETAIL FOR THE DRAG STRUT.
2. PRIME AND PAINT THE ESCUTCHEON TO MATCH THE COLOR OF THE EXISTING SOFFIT.
3. PRIME AND PAINT THE EXTERIOR AND FIRST 4" OF THE INTERIOR TO MATCH THE COLOR OF THE EXISTING SOFFIT.
4. REMOVE EXISTING SOFFIT AS REQUIRED TO PERFORM WORK. REINSTALL SOFFIT WHEN COMPLETED. ANY DAMAGE OR SCRATCHES TO SOFFIT SHALL BE REPAIRED AND PAINTED TO MATCH EXISTING.



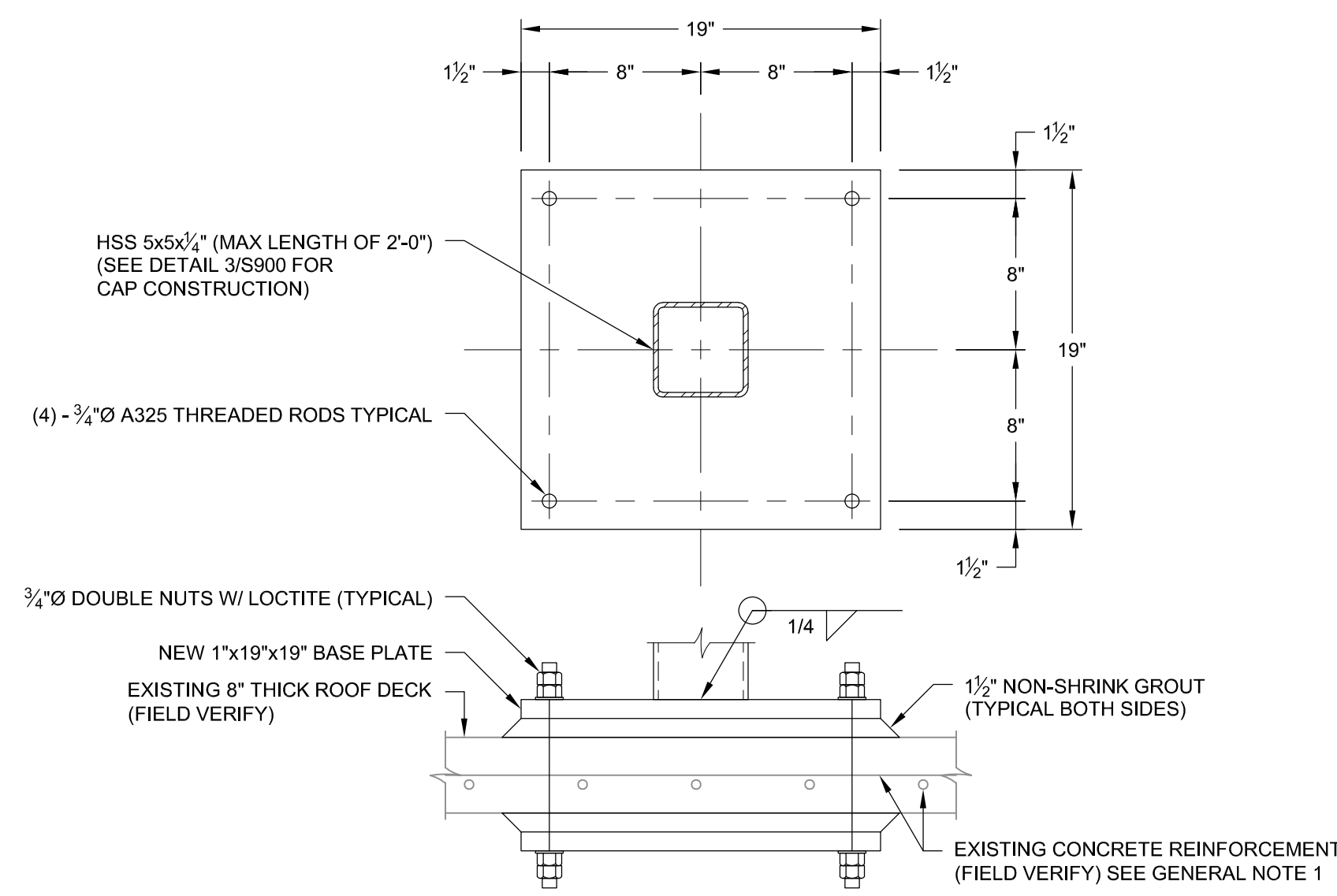
**2**  
S900  
**DRAG STRUT SECTION**  
SCALE: NONE

**GENERAL NOTES:**

1. SEE DETAIL 1/S900 FOR ADDITIONAL CONNECTIONS AND SUPPORTS.



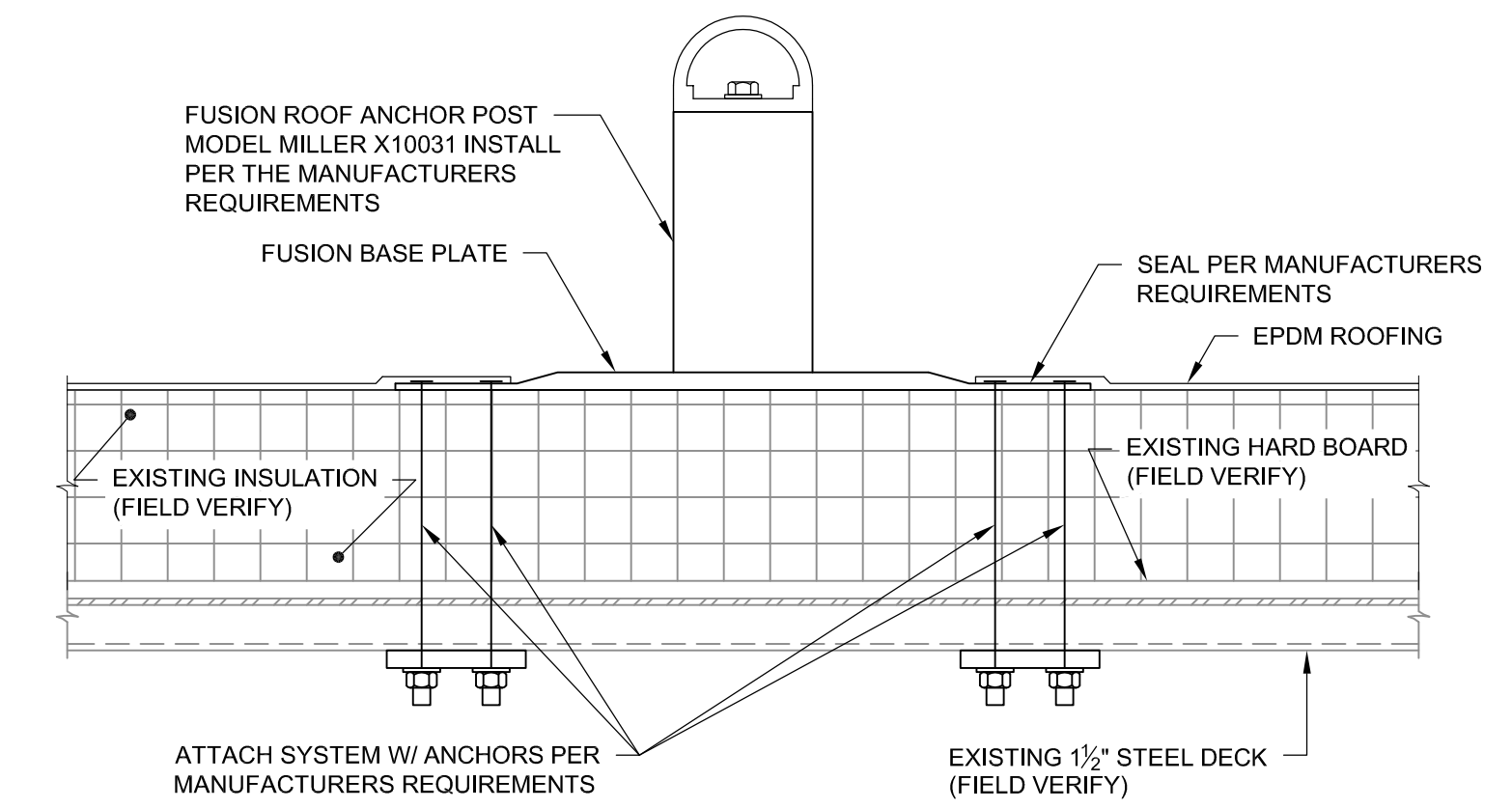
**3**  
S900  
**DRAG STRUT & DIAGONAL  
BRACING @ TIE-OFF HSS SECTION**  
SCALE: NONE



**4**  
S900  
**BASE PLATE DETAIL @ CONCRETE ROOF**  
SCALE: NONE

**GENERAL NOTES:**

1. FIELD VERIFY ALL EXISTING CONCRETE REINFORCEMENT LOCATIONS BY SCANNING THE SLAB TO AVOID DAMAGING THE EXISTING REBAR WHEN INSTALLING ANCHOR BOLTS.



**5**  
S900  
**PERSONAL ROOF ANCHOR POST SECTION**  
SCALE: NONE

**GENERAL NOTES:**

1. NOTE THAT THESE CONNECTION LOCATIONS ARE FOR PERSONAL ATTACHMENTS ONLY. ONLY ONE PERSON MAY ATTACH TO THIS LOCATION AT A TIME.

CONSULTANTS

ISSUED

REVISIONS / ADDENDA

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|---|
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| - |
| - |
| - |

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PROJECT

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DETAILS - STRUCTURAL

S900