

RFB NO. 315049



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. 315049 BICYCLE ENCLOSURE WITH STORAGE CAPITOL SQUARE SOUTH PARKING RAMP 113 S. HENRY STREET MADISON, WISCONSIN

Due Date / Time: **TUESDAY, FEBRUARY 16, 2016 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

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

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

RYAN SHORE, PROJECT MANAGER
TELEPHONE NO.: 608/266-4475
FAX NO.: 608/267-1533
E-MAIL: SHORE@COUNTYOFDANE.COM

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LEGAL NOTICE

INVITATION TO BID

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

2:00 P.M., TUESDAY, FEBRUARY 16, 2016

REQUEST FOR BIDS NO. 315049
BICYCLE ENCLOSURE WITH STORAGE
CAPITOL SQUARE SOUTH PARKING RAMP
113 S. HENRY STREET
MADISON WISCONSIN

Dane County is inviting Bids for construction services to provide a bicycle enclosure with electronic access and bicycle storage racks at the Capitol Square South Parking Ramp. 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 January 26, 2016** by downloading it from countyofdane.com/pwbids. Please call Ryan Shore, Project Manager, at 608/266-4475, or our office 608/266-4018, for any questions or additional information.

All Bidders must be a registered vendor with Dane County and pay an annual registration fee before award of Contract. Complete Vendor Registration Form at danepurchasing.com/registration or obtain one by calling 608/266-4131.

PUBLISH: JANUARY 26, 2016 & FEBRUARY 2, 2016 - WISCONSIN STATE JOURNAL
JANUARY 26, 2016 & FEBRUARY 2, 2016 - THE DAILY REPORTER

INSTRUCTIONS TO BIDDERS

**Bicycle Enclosure with Storage
Capitol Square South Parking Ramp
113 S. Henry Street
Madison, Wisconsin**

1. SECURING DOCUMENTS

- A. Construction Documents may be obtained at countyofdane.com/pwbids.
- B. Bidder is responsible to check Public Works website regularly for Addenda.

2. BID REQUIREMENTS

- A. Bidder shall submit lump sum bid for providing all labor, equipment, tools and materials necessary to perform all Work described in Construction Documents. Only firms with capabilities, experience and expertise with similar projects should submit Bids.
- B. Envelope containing Bid shall be clearly marked as for this project (note title at top of page). Bids shall be delivered to:

Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way
Madison, Wisconsin 53713
- C. One (1) Bid Form shall be submitted with your Bid. Bid Form is provided with Construction Documents; no other form or letter shall be accepted.
- D. Bidders shall not add any conditions, escalator clauses or qualifying statements to Bid Form.
- E. Erasures or other changes to Bid must be explained or noted, and shall be accompanied by initials of bidder.
- F. Legally authorized official of bidder's organization shall sign Bids.
- G. Bidder's organization shall submit completed Fair Labor Practices Certification form, included in these Construction Documents.
- H. Bid Bond shall be made payable to Dane County in amount of five percent (5%) of bid amount. Bid Bond shall be either certified check or bid bond issued by surety licensed to conduct business in the State of Wisconsin. Successful bidder's Bid Bond shall be retained until Contract is signed and required Performance / Payment Bond is submitted. Bids shall be binding on bidder for sixty (60) calendar days after Bid Due Date. Bid Bond must be submitted with Bid.
- I. Successful bidder shall furnish and pay for Performance / Payment Bond as called for in Conditions of Contract.

3. INQUIRIES

- A. Written inquiries regarding intent of Construction Documents should be directed to:

Ryan Shore, Public Works Project Manager
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way, Madison, Wisconsin 53713
Fax: 608/267-1533
Email: shore@countyofdane.com

- B. Bidders shall bring questions, discrepancies, omissions, conflicts or doubt as to meaning of any part of Construction Documents to attention of Department of Public Works, Highway & Transportation at least ten (10) business days before due date for Bids. Prompt clarification of intent of Construction Documents shall be made available to bidders in form of Addendum. Bidder shall acknowledge all Addenda on Bid Form.
- C. Failure to request clarification of interpretation of Construction Documents shall not relieve bidders of their responsibilities to perform Work.

4. EXAMINATION OF SITE

- A. Coordinate site access activities with Parking Ramp Crew Leader, Jon Walker, 608/266-4363
- B. Bidder shall carefully examine project site. Investigate all site conditions that may affect execution of Work as detailed in Construction Documents.
- C. A bidder's facility tour will be held on Tuesday, February 9, 2016 at 1 p.m. on the 3rd floor of the Capitol Square South Parking Ramp, 113 S. Henry Street, Madison. This tour will go until approximately 2p.m.. Bidders are strongly encouraged to attend this tour, however attendance is optional.

5. ALTERNATES

- A. Not used.

6. WITHDRAWAL OF BIDS

- A. Any bidder may withdraw their Bid any time prior to Bid Due Date. Withdrawn Bids shall be returned unopened.

7. BID DUE DATE

- A. See Legal Notice (advertisement).

8. COMMENCEMENT AND COMPLETION OF WORK

- A. Work shall commence by March 29, 2016.
- B. Work shall be completed by April 29, 2016.

9. RESERVATION

- A. Dane County reserves the right to reject any or all Bids, to waive any informalities in the Bid, and to accept any Bid which shall be in the best interest of Dane County.

Name of Bidding Firm: _____

BID FORM

BID NO. 315049

**PROJECT: BICYCLE ENCLOSURE WITH STORAGE
CAPITOL SQUARE SOUTH PARKING RAMP**

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

BASE BID - LUMP SUM:

Provide bicycle enclosure with two doors and electronic access, bicycle parking rack units, bicycle maintenance stand and accessories, metal lockers and bench. 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

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

Addendum No(s). _____ through _____

Dated _____

Dane County Public Works, Highway and Transportation must have this project completed by April 29, 2016. Assuming this Work can be started by March 29, 2016, what dates can you commence and complete this job?

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

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

(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

1. A corporation organized and existing under the laws of the State of _____, or

2. A partnership consisting of _____, or

3. A person conducting business as _____;

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

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

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

SIGNATURE: _____
(Bid is invalid without signature)

Print Name: _____ Date: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

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

BID CHECK LIST:

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

Bid Form

Bid Bond

Fair Labor Practices Certification

BIDDERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

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

www.danepurchasing.com/registration

DANE COUNTY BEST VALUE CONTRACTING PRE-QUALIFICATION

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

www.countyofdane.com/pwht/BVC_Application.aspx

EQUAL BENEFITS REQUIREMENT

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

www.danepurchasing.com/partner_benefit.aspx

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

Officer or Authorized Agent Signature _____
Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

For reference, Dane County Ordinance 25.11(28)(a) is as follows:
(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

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

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

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. _____ Bid No. 315049

Authority: 2015 RES - _____

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

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Assistant Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide a Bicycle Enclosure with Storage at the Capitol Square South Parking Ramp ("the Project"); and

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

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

1. CONTRACTOR agrees to construct, for the price of \$_____ the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid Form, 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 the Dane County Department of Public Works, Highway and Transportation. (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 Conditions of Contract, and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the Conditions of Contract.
3. During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. Such equal opportunity shall include, but not be limited to, the following: employment,

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

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

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

6. CONTRACTOR agrees to comply with provisions of Chapter 25.016 of the Dane County Code of Ordinances, which pertains to domestic partnership benefits.

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

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

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

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

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

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

* * * * *

FOR CONTRACTOR:

Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

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

* * * * *

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

FOR COUNTY:

Joseph T. Parisi, County Executive Date

Scott McDonell, County Clerk Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.

KNOW ALL MEN BY THESE PRESENTS, that we (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of WI as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Obligee, in the sum of () Percent of total amount bid Dollars (\$) Percent of attached bid.

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Project No.: (Here insert full name, address, and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this day of , 20 .

(Principal) (Seal)
(Witness)
(Title)
(Surety) (Seal)
(Witness)
ATTORNEY-IN-FACT

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address): _____

SURETY (Name and Principal Place of Business): _____

OWNER (Name 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 Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: _____
(Corporate Seal)

SURETY COMPANY: _____
(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

Attorney-in-Fact

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER: _____

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party): _____

1. The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

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

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

4.3 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights 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, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 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 Paragraph 4; and

6.3 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.

7. 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, or successors.

8. 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.

9. 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 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.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. 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 here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address): _____

SURETY (Name and Principal Place of Business): _____

OWNER (Name 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 Page 6

CONTRACTOR AS PRINCIPAL
COMPANY: _____
(Corporate Seal)

SURETY COMPANY: _____
(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title: _____
Attorney-in-Fact

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER: _____

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party): _____

1. The Contractor and the 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.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor

shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 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 Contract. 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION

PURPOSE

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

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

CERTIFICATION

I, _____ certify that
Printed or Typed Name and Title

Printed or Typed Name of Contractor

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

Signed _____

Date _____

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

CONDITIONS OF CONTRACT

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1. BIDS AND QUOTATIONS

- A. **Addressing of Bids.** Bids shall be addressed to the attention of Public Works Engineering Division and received at the Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, WI 53713, on or before the local time and date specified herein for the Bid Due Date. Seal all bids in envelopes and clearly mark the front with bid number and a reference to the specified contents of the bid. All uses of the term “County” in the Construction Documents shall mean Dane County.
- B. **Only One Copy Required.** Unless otherwise specified, only one copy of a bid or quotation on prescribed Bid Form will be required.
- C. **Additional Data with Bid.** Bidder may submit, on the firm’s letterhead only, additional data and information deemed advantageous to the County. The County shall hold optional the consideration of such data and information.
- D. **More than One Bid.** Bidders desiring to submit more than one bid may do so provided such additional bid or bids are properly submitted on the Dane County Department of Public Works, Highway & Transportation’s Bid Form. Obtain extra sets of Construction Documents from the Dane County Department of Public Works, Highway & Transportation. All uses of the term “Department” in the Construction Documents shall mean the Department of Public Works, Highway & Transportation, which is a unit of Dane County government.
- E. **Withdrawal or Late Bids.** The County will not accept formal bids, amendments thereto, or requests for withdrawal of a bid or any part thereof, after the time of Bid Due Date.
- F. **Preparation and Submission.** All written bids, unless otherwise provided for, must be submitted on and in accordance with forms provided by the County properly signed in ink. Bids not signed by hand are not accepted. Bidders must register in advance with the Purchasing Division.
- G. **Products by Name.** Intention of Specifications of products by name is to be descriptive of quality, workmanship, finish, function and approximate characteristics desired; intention is not necessarily restriction. Consideration of products substitution for those named is possible, provided the substitute offered is, in the opinion of the Dane County Public Works

Project Manager, equal or superior in quality, workmanship, finish, function and approximate characteristics to that specified in the Project Manual Specifications listed herein.

- H. **Visitation of Sites.** Bidder shall visit the site(s) that will receive the intended work or installation, and in so doing, be held responsible for a job deemed satisfactory by the County after completion of the Work or installation. No additional compensation shall be allowed for any condition of which bidder could have been informed.
- I. **Completeness.** Supply all information required by Construction Documents to constitute a regular bid. This shall include:
 - 1. Completed Bid Form.
 - 2. Completed Fair Labor Practices Certification.
 - 3. Completed Bid Bond.
- J. **Bids Binding Sixty (60) Calendar Days.** Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following Bid Due Date.
- K. **Conditional Bids.** Qualified bids are subject to complete rejection, or partial rejection.
- L. **All or Part.** Bids or quotations may be considered and award made for all or any part of total quantities as specified in the Construction Documents.
- M. **Errors.** Unit bid price shall govern when extending total prices has errors. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Explain all erasures in bids and include signature of bidder.
- N. **Regulation by State Statutes.** The bidding and letting of contracts are subject to provisions of Wisconsin Statutes 59.52(29) and 66.0901 and all subsequent sections and amendments thereof.
- O. **Bidders Present.** The Bid Due Date is the time fixed for the opening of formal bids. The Bids' contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative. Bidders are encouraged to attend all openings, and to offer constructive suggestions for improvements to bid format or ways in which County can realize greater savings.
- P. **Taxes.** Contractor shall pay applicable State and local sales taxes.

2. GUARANTEE AND BOND

- A. **Bid Bond / Guarantee.** A Bid Bond shall accompany Bids, which shall be either a flat sum or a percentage figure as shown on the Project Manual Cover. This Bid Bond shall serve as a warrant that the successful bidder will fulfill the terms of the bid within the time limit as indicated in the bid after notice of award by the Dane County. The Bid Bond may be a certified bank check (note: uncertified checks will not be acceptable), a cashier's check or a United State money order payable to the order of the Treasurer of Dane County; or on a Bid Bond with corporate surety authorized to do business in the State of Wisconsin and a warranty of attorney to confess judgment thereon attached thereto. The County will return negotiable Bid Bonds to unsuccessful bidders after awarding of bid. The County shall return a check held from a Contractor after satisfactory completion of the Contract or after receipt

by the County of a Performance Bond from the Contractor, if one is required. Surety Bid Bonds will not be returned unless specifically requested by individual bidders.

- B. **Guarantor Liability.** When guarantee is required, failure of bidder to furnish an acceptable Performance Bond (Article 2.C.) within twenty (20) business days after receipt of notice of award shall render the guarantor liable to the County. Bids covered by certified check or bond such security shall become the absolute property of the County and shall be deposited with the County Treasurer for the benefit of the County as liquidated damages. The County shall forthwith proceed to collect on the Bid Bond.
- C. **Performance / Payment Bond.** When required, file a guarantee that the successful bidder will faithfully perform the obligations of the bid as accepted. Such guarantee must be a bond complying with Wisconsin Statute 779.14 with corporate surety authorized to do business in this State, and that the Contractor or subcontractors will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with their operations prior to the acceptance of the finished work or supplies, and that they will promptly make payments to all persons supplying them with labor or materials in the execution of the Work provided for in the Contract; guarantee to indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all costs, damages and expenses growing out of or by reason of the successful bidder's failure to comply and perform the Work and complete the Contract in accordance with the Construction Documents; attach thereto a warrant of attorney authorizing the confession of judgment thereon for the benefit of the County.

3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- B. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- C. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards to compare the Work.
- D. Shop Drawings, Product Data, Samples and similar submittals are not Construction Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Construction Documents.
- E. The Contractor shall review, approve and submit to the Public Works Project Manager Shop Drawings, Product Data, Samples and similar submittals required by the Construction Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. Submittals made by the Contractor not required by the Construction Documents, may be returned without action.
- F. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the Public Works Project Manager has approved the respective submittal. Such Work shall be in accordance with approved submittals.

- G. By approving and submitting, Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Construction Documents.
- H. The Contractor shall not be relieved of responsibility for deviations from requirements of the Construction Documents by the Public Works Project Manager's approval of Shop Drawings, Product Data, Samples and similar submittals unless the Contractor has specifically informed the Public Works Project Manager in writing of such deviation at the time of submittal and the Public Works Project Manager has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Sample or similar submittals by the Public Works Project Manager's approval thereof.
- I. The Contractor shall in writing direct specific attention to revised and / or resubmitted Shop Drawings, Product Data, Samples or similar submittals that were not requested by the Architect / Engineer or the Public Works Project Manager on previous submittals.
- J. Unless specified otherwise, Contractor shall submit three (3) copies of all Shop Drawings, Product Data, Samples or similar submittals 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.

4. AWARDS

- A. **Lowest Responsible Bidder.** Award will be to the lowest responsible bidder conforming to Construction Documents or on the most advantageous bid to the County.
- B. **Other Considerations.** Quantities involved, time of delivery, purpose for which required, competency of bidder, the ability to render satisfactory service and past performance will be considered in determining responsibility.
- C. **Rejection of Bids.** The County reserves the right to reject any or all bids or quotations in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. The County reserves also the right to waive technical defects when in its judgment the best interests of the County thereby will be served.
- D. **Notice of Acceptance.** Sufficient notification of acceptance of bid will be written notice of award to a bidder in the form of a Purchase Order or similar, mailed or delivered to the address shown on the Bid Form.
- E. **Tie Bids.** If two or more bidders submit identical bids, the decision of the County to make award to one or more of such bidders shall be final. Cash discount will be taken into consideration determining an award. Also, see Article 7.A. IDENTICAL BIDDING, Antitrust Laws.
- F. **Qualifying Bidders.** Prior to solicitation and / or awarding of bid, the County may require submission by bidder of complete financial statement and questionnaire describing bidder's financial ability and experience in performance of similar work. Refer to Instructions to Bidders.

- G. **Disqualification.** Awards will not be made to any person, firm or company in default of a Contract with the County, or to any bidder having as its sales agent or representative or as a member of the firm, any individual previously in default or guilty of misrepresentation.
- H. **Bid Results.** Bidders may secure information pertaining to results of bids by visiting the Public Works website, www.countyofdane.com/pwbids.

5. CONTRACT PROVISIONS

- A. **Acceptance Constitutes Contract.** Written acceptance by the Public Works Project Manager of a proposal for services shall constitute a Contract, which shall bind the bidder to perform the Work as detailed in the Construction Documents, for the bid amount and in accordance with all conditions of said accepted bid. A formal Contract containing all provisions of the Contract signed by both parties shall be used when required by the Public Works Project Manager.
- B. **Local Restrictions and Permits.** All work shall be done according to applicable laws, ordinances and codes. The Contractor shall procure and pay for all required permits for permanent or temporary work.
- C. **Payment of Invoices.** Payment may be made only after inspection and acceptance by the using agency and approval by the Dane County Public Works Project Manager, and, where required by ordinances, approval by the Dane County Board of Supervisors. If materials or equipment were delivered, constructed, erected, installed or tested on site, payment shall be made based on ninety-five percent (95%) of the value of all the Work performed up to fifty percent (50%) of scheduled values less the total of previous payments. Authorized extra work will be included in progress payments. Payment of balances will be made only after approval and final acceptance by the County in consideration and elimination of the possibilities of imperfect work, faulty materials or equipment, liens that have been filed, or if evidence indicates the possible filing of claims.
- D. **Contract Alterations.** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or authorized agent.
- E. **Assignments.** No contract may be assigned, sublet or transferred without written consent of the Public Works Project Manager.
- F. **Cancellations.** A contract may be canceled or voided by the Public Works Project Manager upon non-performance or violation of contract provisions, and an award made to the next low bidder or articles specified may be purchased on the open market. In either event, the defaulting contractor (or their surety) shall be liable to Dane County for costs to the County in excess of the defaulting contractor's contract prices.
- G. **Right of the Department to Terminate Contract.**
 - 1. In the event that the Contractor or any subcontractors violate any of the provisions of this Contract, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) business days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) business days, cease and terminate.

2. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract subject to County's approval. However, if the Surety does not commence performance thereof within ten (10) business days from the date of the mailing to such Surety of notice of termination, the County may take over the Work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor. The Contractor and Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the Work, such equipment, materials and / or supplies as may be on the site of the Work and therefore necessary.

H. **Non-Liability.** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Public Works Project Manager's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Public Works Project Manager may in the discretion, cancel the Contract.

I. **Quality Assurance.** Inspection of equipment, materials and / or supplies shall be made by or at the direction of the County or the Agency to which the goods are delivered, and any articles supplied that are defective, or fails in any way to meet Specifications or other requirements of the Contract, will be rejected. The Public Works Project Manager shall direct all required laboratory tests. The decision of the Public Works Project Manager on acceptance shall be final.

J. **Time for Completion.** The Contractor agrees that the Work shall be prosecuted regularly and diligently and complete the entire project as stated in the Construction Documents.

K. **Changes in the Work.**

1. Except in cases of emergency, no changes in the Work covered by the approved Construction Documents shall be made without having prior written approval of the Department. Charges or credits for the work covered by the approved change shall be determined by one of the following methods:
 - a) Unit bid prices previously approved.
 - b) An agreed lump sum based on actual cost of:
 - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
 - 2) Materials entering permanently into the Work;
 - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for the operation of construction or power equipment;
 - 5) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
 - 6) Social Security, pension and unemployment contributions;
 - 7) To the cost under K.1.b), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expense;
 - 8) On that portion of the work under K.1.b) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense; and

- 9) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.
 - c) Cost-Plus Work, with a not-to-exceed dollar limit, based on actual cost of:
 - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
 - 2) Materials entering permanently into the Work;
 - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work. (Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment);
 - 4) Power and consumable supplies for the operation of construction or power equipment;
 - 5) Workmen's Compensation, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
 - 6) Social Security, pension and unemployment contributions;
 - 7) To the cost under K.1.c) there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expense;
 - 8) On that portion of the work under K.1.c) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense; and
 - 9) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.
 2. If the Contractor claims that by any instructions given by the Architect / Engineer, the Department, by drawings or otherwise, regarding the performance of the Work or the furnishing of material under the Contract, involves extra cost, the Contractor shall give the Department written notice thereof within two weeks after the receipt of such instructions and in any event before proceeding to execute the work, unless delay in executing the work would endanger life or property.
 3. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect / Engineer and approved by the Department, as previously mentioned, and the claim presented with the payment request submitted after the changed or extra work is completed.
 4. Negotiation of cost for a change in the Work shall not be cause for the Contractor to delay prosecution of the Work if the Contractor has been authorized in writing by the Public Works Project Manager to proceed.
- L. Payments to Contractor.**
1. The County will make partial payments to the Contractor for the value, proportionate to the amount of the Contract, of all labor and material incorporated in the work during the preceding calendar month upon receipt of approved Application and Certificate of Payment from the Architect / Engineer and approval of the Department.
 2. The Contractor shall submit to the Architect / Engineer an Application and Certificate of Payment. The Architect / Engineer will review and approve this before sending it to the Public Works Project Manager. Evidence may be required, and supplied on demand, that supports the request and the Contractor's right to the payment claimed.

3. Request for payment for preparatory work and materials delivered and suitably stored at the site to be incorporated into the Work at some future period, will be given due consideration. Requests involving materials stored off the site, may be rejected; however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered conditional upon the submission by the Contractor of bills of sale and such other procedures as will adequately protect the County's interest such as storage in a bonded warehouse with adequate coverage. If there is any error in a payment, the Contractor is obligated to notify the Department immediately, but no longer than ten (10) business days from receipt of payment.
4. Payments by the County will be due within forty-five (45) business days after receipt by the Department of a certified request.
5. Five percent (5%) of each request for certification will be retained until final completion and acceptance of all the Work covered by the Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at the site, the remaining payments will be made in full if the Architect / Engineer and Public Works Project Manager find that the progress of the Work corresponds with the construction progress schedule. If the Architect / Engineer and Public Works Project Manager find that the progress of the Work does not correspond with the construction progress schedule, up to ten percent (10%) of each request for payment may be retained for the Work completed.
6. All material and work covered by partial payments made shall become the sole property of the County. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the Contract.
7. Final payment will be made 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.
8. On completion and acceptance of each separate division of the Contract, on which the stated price is separated in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
9. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit(s) as required to prove that all debts and claims against this Work are paid in full or otherwise satisfied, and give final evidence of release of all liens against the Work and County. If Wisconsin Prevailing Wage Rate Determination is required for this Work, use "Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination" and "Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination" (if applicable). If Wisconsin Prevailing Wage Rate Determination is not required for this Work, use "Dane County, Wisconsin Contractor Wage Affidavit". Forms of such affidavits are included in Supplementary Conditions.

M. Withholding of Payments.

1. The County, after having served written notice on the said Contractor, may either pay directly any unpaid bills of which the Department has written notice, or withhold from the Contractor's unpaid compensation a 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. Then payment to the Contractor shall be resumed in accordance with the terms of this Contract, but in no event shall these provisions be construed to impose any obligations upon the County to either the Contractor or the Contractor's Surety.

2. In paying any unpaid bills of the Contractor, the County shall be deemed the Agent of the Contractor, and any payment so made by the County, shall be considered as a payment made under the Contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payment made in good faith.
3. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance of this Contract.
4. At the Department's request, the Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

N. Acceptance of Final Payment as Release.

1. The making of final payment shall constitute a waiver of all claims by the County except those arising from:
 - a) Unsettled lien;
 - b) Faulty or defective work appearing after substantial completion;
 - c) Failure of the work to comply with the requirements of the Construction Documents; or
 - d) Terms of any special guarantees required by the Construction Documents.
2. The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

O. Lien Waivers. The Contractor warrants that title to all work covered by an application for Payment will pass to the County no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all work for which Certificates for Payment have been previously issued and payments received from the County shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, subcontractor, material suppliers, or other persons or entities making a claim by reason of having provide labor, materials and equipment related to the Work.

P. Use and Occupancy Prior to Acceptance. The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Department, provided the Department:

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

Q. Correction of Work.

1. 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 the inspection of the Architect / Engineer and the Public Works Project Manager who shall be the judge of the quality and suitability of the work, materials, and processes of manufacture for the purposes for which they are used. Should they fail to meet the Architect / Engineer's and the Public Works Project Manager's approval they shall be reconstructed, made good, replaced or corrected, as the case may be, by the Contractor at the Contractor's expense. Rejected material shall immediately be removed from the site.
2. If the Contractor defaults or neglects to carry out the Work in accordance with the Construction Documents or fails to perform any provision of the Contract, the Department may, after ten (10) business days written notice to the Contractor and without prejudice to any other remedy the County may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the Architect / Engineer's additional services made necessary by such default, neglect or failure.

6. GENERAL GUARANTEE

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

7. IDENTICAL BIDDING

- A. **Antitrust Laws.** All identical bids submitted to the County because of advertised procurement for materials, supplies, equipment or services exceeding \$1,000,000.00 in total

amount shall be reported to the Attorney Generals of the United States and the State of Wisconsin for possible violation and enforcement of antitrust laws.

8. BINDING CONTRACTS

- A. **Contract Commitment.** Any contracts resulting from this bid shall be binding on a successful bidder(s) to its conclusion and on its assigns, heirs, executors, administrators or successors.

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

- A. **Affirmative Action Provisions.** During the term of its Contract, Contractor agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment. 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 or level of service(s). Contractor agrees to post in conspicuous places, available to all employees, service recipients and applicants for this paragraph. The listing of prohibited bases for discrimination shall no be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.
- B. Contractor is subject to this paragraph 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 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 and failure to do so by that date shall constitute grounds for immediate termination of the Contract. During the term of this Contract, Contractor shall also provide copies of all announcements of employment opportunities to the County's Contract Compliance Office, and shall report annually the number of persons, by race, sex and handicap status, which apply for employment and, similarly classified, the number hired and the number rejected.
- C. Contact the 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.
- D. In all solicitations for employment placed on Contractor's behalf during the term of this Contract, Contractor shall include a statement to the effect the Contractor is an "Equal Opportunity Employer."
- E. 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 provision of this Contract.
- F. **Minority / Women / Disadvantaged / Emerging Small Business Enterprises.** Chapter 19.508 of the Dane County Code of Ordinances is the official policy of Dane County to utilize Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs) fully.

- G. The Contractor may utilize MBEs / WBEs / DBEs / ESBEs as subcontractors or suppliers. A list of subcontractors will be required of the low bidder as stated in this Contract. The list shall indicate which subcontractors or suppliers are MBEs / WBEs / DBEs / ESBEs and what percentage of subcontract is awarded, shown as a percentage of the total dollar amount of the bid.

10. 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."

11. DOMESTIC PARTNERSHIP BENEFITS

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

12. INSURANCE REQUIREMENTS

- A. 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 the 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 the loss of use resulting there from, and is caused in whole or in part by any act or omission of the 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 a part indemnified hereunder.
- B. In any and all claims against Dane County, its boards, commissions, agencies, officers, employees and representatives or by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them

may be liable, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefits or other employee benefit acts.

- C. The obligations of the Contractor under this Contract shall not extend to the liability of the Architect / Engineer, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or (2) the giving of or the failure to give directions or instruction by the Architect / Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- D. The County shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.
- E. **Contractor Carried Insurance.** In order to protect itself and the County, the Contractor shall not commence work under this Contract until obtaining all the required insurance and the County has approved such insurance. The Contractor shall not allow any subcontractor to commence work on the subcontract until the insurance required of the subcontractor has been so obtained and approved.
 - 1. **Worker's Compensation Insurance**
The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance as required by statute for all of its employees engaged in work at the site of the project under this Contract and, in case of such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
 - 2. **Contractor's Public Liability and Property Damage Insurance**
The Contractor shall procure and maintain during the life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 per occurrence for bodily injury and death, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 and shall be primary with Dane County as an "Additional Insured".
 - 3. **Auto Liability Insurance**
The Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000.00 and shall be primary with Dane County as an "Additional Insured".
- F. Contractor either (1) shall require each subcontractors 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 that activities of subcontractors in their own policy.
- G. Contractor shall furnish the County with certificates showing type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially this 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 the County."

H. **Builder's Risk.** County shall provide Builder's Risk policy. Terms of this policy will be made available by County's Risk Manager upon Contractor's request. By executing this Contract, Contractor warrants it is familiar with terms of said policy.

SUPPLEMENTARY CONDITIONS

1. CONTRACTOR WAGE AFFIDAVIT

- A. 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 in form as hereinafter set forth in this section. Affidavit affirms that all persons employed by contractor or by any of contractor's subcontractors on such contract have been paid no less than minimum wages established under Dane County Ordinances, Chapter 40, Subchapter II (Minimum Wage Ordinance) and in effect at date of execution of contract, that full payment of wages earned has been made, and that no rebates either directly or indirectly have been made. Form of such affidavit is included in this section.
- B. Form should be included with a copy of the final contract invoice forwarded to your contract representative at Dane County.

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SECTION 01 00 00
BASIC REQUIREMENTS

PART 1 GENERAL

1.1 SECTION SUMMARY

- A. Section Includes:
1. Section Summary
 2. Summary of the Work
 3. Contractor Use of Premises
 4. Applications for Payment
 5. Change Procedures
 6. Alternates
 7. Coordination
 8. Cutting and Patching
 9. Conferences
 10. Progress Meetings
 11. 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. Substitutions
 31. Starting Systems
 32. Demonstration and Instructions
 33. Contract Closeout Procedures
 34. Final Cleaning
 35. Adjusting
 36. Operation and Maintenance Data
 37. Spare Parts and Maintenance Materials
 38. As-Built and Record Drawings and Specifications

1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to provide enclosure materials, bicycle racks, metal lockers and other items for the Capitol Square South parking ramp.
- B. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work and facility occupancy.
- C. Work by Owner: Removal of existing bicycle racks and bicycle lockers prior to commencement of project.

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 two (2) original copies with “wet” signatures of each application on AIA G702™ and G703™ forms or approved contractors invoice form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.
- D. Submit Applications for Payment to the Public Works Project Manager for initial approval. The Public Works Project Manager 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 the contingency allowance.

1.6 ALTERNATES

- A. Alternates quoted on Bid Form shall be reviewed and accepted or rejected at the Owner's option.
- B. Coordinate related work and modify surrounding work as required.
- C. Schedule of Alternates: there are no alternates proposed for this project.

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. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work that are indicated diagrammatically on Drawings.

1.8 CUTTING AND PATCHING

- A. Employ a 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. Owner will schedule a preconstruction conference after Award of Contract for all affected parties.
- B. Contractor shall submit Construction Schedule at the pre-construction meeting.
- C. When required in individual Specification section, convene a pre-installation conference at project site prior to commencing work of the section.

1.10 PROGRESS MEETINGS

- A. Owner shall schedule and administer meetings throughout progress of the Work at minimum of one (1) per week.
- B. Owner shall 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 one (1) copy that shall be retained by Public Works Project Manager.

1.14 PRODUCT DATA

- A. Submit number of copies that Contractor requires, plus one (1) copy 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 the Product.
- B. Submit samples of finishes from the 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. Parking shall be available at the Work site.

1.23 STAGING AREAS

- A. Coordinate staging areas with Public Works Project Manager and Parking Ramp Crew Leader 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 the 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 the Work is in progress. Work may be done during normal business hours (8:00 am to 4:30 pm), 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.
- B. Work shall be done and temporary facilities furnished so as not to interfere with access to any occupied area and so as to cause least possible interference with normal operation of facility or any essential service thereof.
- C. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.
- D. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this Contract is to be performed.
- E. Contractor is not responsible for providing & maintaining temporary toilet facilities.
- F. Each Contractor shall arrange with Owner to make necessary alterations, do new work, make connections to all utilities, etc., at such times as will not cause interruption of utility services to facility. Contractor doing this work shall protect, cap, cut off and / or replace and relocate existing pipes, electrical work and other active utilities encountered which may interfere with new construction work.
- G. New work in extension of existing work shall correspond in all respects with that to which it connects or similar existing work unless otherwise indicated or specified.
 - 1. Existing work shall be cut, altered, removed or replaced as necessary for performance of Contract obligations.
 - 2. Work remaining in place, damaged or defaced by reason of work done under this Contract shall be restored equal to its condition at time of Award of Contract.
 - 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.

1.25 PROTECTION

- A. Contractor shall protect from injury all 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.

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 may be considered. Owner reserves right to approve or reject substitutions based on Specification requirements and intended use.

1.30 SUBSTITUTIONS

- A. Public Works Project Manager shall consider requests for Substitutions only up to seven (7) business days prior to date of Bid Due Date.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Construction Documents.
- C. Submit three (3) copies of requests for Substitution for consideration. Limit each request to one (1) proposed Substitution.
- D. Substitutions shall not change contract price established at Bid Due Date.

1.31 STARTING SYSTEMS

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

1.32 DEMONSTRATION AND INSTRUCTIONS

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

1.33 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.

1.34 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.

1.35 ADJUSTING

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

1.36 OPERATION AND MAINTENANCE MANUAL

- A. Provide operation and maintenance manual for all mechanical and electrical equipment and systems supplied and installed in the Work.

1.37 SPARE PARTS AND MAINTENANCE MATERIALS

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

1.38 AS-BUILT AND RECORD DRAWINGS AND SPECIFICATIONS

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 74 19

RECYCLING

PART 1 GENERAL

1.1 SUMMARY

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

- B. Related Sections:
 - 1. Section 01 00 00 - General 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 The Dane County Green Building Policy, Resolution 299, 1999-2000.

- B. Contractor shall develop, with assistance of Public Works Project Manager, a Waste Management Plan (WMP) for this project. 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.

1.3 WASTE MANAGEMENT PLAN

- A. Contractor shall complete WMP and include cost of recycling / reuse in Bid. WMP will be submitted to Public Works Project Manager within fifteen (15) days of Notice to Proceed 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.

1.4 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.

1.5 RECYCLING

- A. These materials can be recycled in Dane County area:
 1. Wood.
 2. Wood Pallets.
 3. Foam Insulation & Packaging (extruded and expanded).
 4. Corrugated Cardboard.
 5. Metal.
 6. Barrels & Drums.
 7. Solvents.

1.6 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.

1.7 LISTS OF RECYCLING FACILITIES PROCESSORS AND HAULERS

- A. Web site www.countyofdane.com/pwht/recycle/categories.aspx lists current information for Dane County Recycling Markets. Contractors can also contact Dane County's Special Projects & Materials Manager at 608/266-4990, or local city, village, town recycling staff listed at site www.countyofdane.com/pwht/recycle/contacts.aspx. Statewide listings of recycling / reuse markets are available from UW Extension at www4.uwm.edu/shwec/wrmd/search.cfm.

1.8 WASTE MANAGEMENT PLAN FORM

A. Contractor Information:

Name: _____

Address: _____

Phone No.: _____ Recycling Coordinator: _____

MATERIAL	ESTIMATED QUANTITY	DISPOSAL METHOD (CHECK ONE)		RECYCLING / REUSE COMPANY OR DISPOSAL SITE
Salvaged & reused building materials	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Wood	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Wood Pallets	_____ units	_____ Recycled	_____ Reused	Name: _____
Foam Insulation	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Corrugated Cardboard	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Metals	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Barrels & Drums	_____ units	_____ Recycled	_____ Reused	Name: _____
Solvents	_____ gallons	_____ Recycled	_____ Reused	Name: _____

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 08 71 00
DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes.
 - 1. Hardware for Steel Doors
 - 2. References
 - 3. Submittals
 - 4. Closeout Submittals
 - 5. Quality Assurance
 - 6. Qualifications
 - 7. Pre-Installation Meetings
 - 8. Delivery, Storage and Handling
 - 9. Coordination
 - 10. Warranty
 - 11. Maintenance Materials

- B. Related Sections:
 - 1. Section 01 00 00 - Basic Requirements.
 - 2. Section 28 13 00 - Access Control.

- C. Allowances: Installation is included in this section and is part of Contract Sum/Price.

1.2 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI A156.3 - Exit Devices.

- B. Underwriters Laboratories Inc.:
 - 1. UL 305 - Panic Hardware.

1.3 SUBMITTALS

- A. Shop Drawings:
 - 1. Indicate locations and mounting heights of each type of hardware, schedules, catalog cuts, electrical characteristics and connection requirements.
 - 2. Submit manufacturer's parts lists, and templates.

- B. Samples:
 - 1. Submit one sample of typical latchset, lockset and closer, illustrating style, color, and finish.
 - 2. Approved samples may be incorporated into Work.

- C. Manufacturer's Installation Instructions: Submit special procedures and perimeter conditions requiring special attention.

1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of installed cylinders and their master key code.
- B. Operation and Maintenance Data: Submit data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.
- C. Keys: Deliver with identifying tags to Owner by security shipment direct from hardware supplier.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with the following requirements:
 - 1. ANSI A156 series.
 - 2. UL 305.

1.6 QUALIFICATIONS

- A. Hardware Suppliers:
 - 1. Gappa Security Solutions LLC or approved equal.
- B. Hardware Supplier Personnel: Employ qualified person to assist in work of this section.
- C. Products Requiring Electrical Connection: Listed and classified by Underwriters' Laboratories, Inc. as suitable for purpose specified and indicated.

1.7 PRE-INSTALLATION MEETINGS

- A. Convene minimum one week prior to commencing work of this section.
- B. Include persons involved with installation of doors, frames, and hardware.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 00 00 - Basic Requirements: Transportation, Handling, Storage and Protection.
- B. Package hardware items individually with necessary fasteners, instructions, and installation templates, when necessary; label and identify each package with door opening code to match hardware schedule.

1.9 COORDINATION

- A. Coordinate Work with other directly affected Sections involving manufacture or fabrication of internal reinforcement for door hardware and recessed items.
 - 1. Provide templates or actual hardware as required to ensure proper preparation of doors and frames.
- B. Sequence installation to accommodate required utility connections.
- C. Coordinate Owner's keying requirements during course of the Work.

1.10 WARRANTY

- A. Furnish manufacturer warranty for locksets and door closers.

1.11 MAINTENANCE MATERIALS

- A. Furnish special wrenches and tools applicable for each different and for each special hardware component.

PART 2 PRODUCTS

2.1 DOOR HARDWARE

- A. Manufacturers:
 - 1. MBS Model: ICR7-626, 7-Pin Rim Cylinder
 - 2. MBS Model: Q1100-630-Q407-Q106, Rim Exit Device
 - 3. MBS Model: Q203R-GD-630, Pull Style Night Latch Trim
 - 4. HES Model: HE-96001001-630, Electric Strike for 9600 series
 - 4. Substitutions: Approved Equal.

2.2 COMPONENTS

- A. General Hardware Requirements: Where not specifically indicated, comply with applicable ANSI A156 standard for type of hardware required. Furnish each type of hardware with accessories as required for applications indicated and for complete, finished, operational doors.
 - 1. Templates: Furnish templates or physical hardware items to door and frame manufacturers sufficiently in advance to avoid delay in the Work.
 - 2. Reinforcing Units: Furnished by door and frame manufacturers; coordinated by hardware supplier or hardware manufacturer.
 - 3. Fasteners: Furnish as recommended by hardware manufacturer and as required to secure hardware.
 - a. Finish: Match hardware item being fastened.
 - 4. Fire Ratings: Provide hardware with UL or Intertek Testing Services (Warnock Hersey Listed) listings for type of application involved.
 - 5. Electrical Devices: Make provisions and coordinate requirements for electrical devices and connections for hardware.

- B. Hinges: ANSI A156.1, full mortise type complying with following general requirements unless otherwise scheduled.
1. Widths: Sufficient to clear trim projection when door swings 180 degrees.
 2. Number: Furnish minimum three hinges to 90 inches (2 286 mm) high, four hinges to 120 inches (3 048 mm) high for each door leaf.
 3. Size and Weight: 4-1/2 inch (114 mm) heavy weight typical for 1-3/4 inch (44 mm) doors.
 - a. Doors Over 40 inches (1 016 mm) Wide: Extra heavy weight ball or oilite bearing hinges.
 - b. Doors 1-3/8 inch (35 mm) Thick: 3-1/2 inch (89 mm) size.
 - c. Doors 2 inch (50 mm) Thick: 5 inch (125 mm) extra heavy weight ball or oilite bearing.
 - d. Doors Over 48 inches (1 220 mm) Wide: 5 inch (125 mm) extra heavy weight ball or oilite bearing.
 4. Pins: Furnish nonferrous hinges with non-removable pins (NRP) at exterior and locked outswinging doors, non-rising pins at interior doors.
 5. Tips: Flat buttontips with matching plug.
- C. Locksets: Furnish locksets compatible with specified cylinders. Typical 2-3/4 inch (70 mm) backset. Furnish standard strikes with extended lips to protect trim from being marred by latch bolt.
1. Mortise Locksets: ANSI A156.13, Series 1000, Grade 1 unless otherwise indicated.
 2. Bored (Cylindrical) Locksets: ANSI A156.2, Series 4000, Grade 1 unless otherwise indicated.
 3. Preassembled (Unit) Locksets: ANSI A156.12, Series 2000, Grade 1 unless otherwise indicated.
 4. Interconnected Locksets: ANSI A156.12, Series 5000, Grade 1 unless otherwise indicated.
- D. Latch Sets: Typical 2-3/4 inch (70 mm) backset. Furnish standard strikes with extended lips to protect trim from being marred by latch bolt, verify type of cutouts provided in metal frames.
1. Mortise Latch Sets: ANSI A156.13, Series 1000, Grade 1 unless otherwise indicated.
 2. Bored (Cylindrical) Latch Sets: ANSI A156.2, Series 4000, Grade 1 unless otherwise indicated.
- E. Exit Devices: ANSI A156.3, Grade 1 rim type, with cross bar. Furnish standard strikes with extended lips to protect trim from being marred by latch bolt. Verify type of cutouts provided in metal frames.
1. Types: Suitable for doors requiring exit devices.
- F. Electric Strikes: ANSI A156.31 surface mounted.
- G. Cylinders: ANSI A156.5, Grade 1, 7 pin type.
1. Keying: as directed by owner.

- H. Closers: ANSI A156.4 modern type with cover; full rack and pinion type with steel spring and non-freezing hydraulic fluid.
 - 1. Adjustability: Furnish controls for regulating closing, latching, speeds, and back checking.
 - 2. Arms: Type to suit individual condition; parallel-arm closers at reverse bevel doors and where doors swing full 180 degrees.
 - 3. Location: Mount closers on inside of exterior doors, room side of interior doors typical; mount on pull side of other doors.
 - 4. Operating Pressure: Maximum operating pressure as follows.
 - a. Interior Doors: Maximum 5 pounds (22.2 N).
 - b. Exterior Doors: Maximum 8.5 pound (37.7 N).
- I. Floor Stops: ANSI A156.1 Grade 1 dome type; furnish with accessories as required for applications indicated.

2.3 ACCESSORIES

- A. Through Bolts: Do not permit through bolts and grommet nuts on door faces in occupied areas unless no alternative is possible.

2.4 FINISHING

- A. Finishes: ANSI A156.18; furnish following finishes except where otherwise indicated in Schedule at end of section.
 - 1. Hinges:
 - a. BHMA 630 and 626, satin finish.
 - 2. Typical Exterior Exposed and High Use Interior Door Hardware:
 - a. BHMA 630, satin finished stainless steel.
 - 3. Other Items: Furnish manufacturer's standard finishes to match similar hardware types on same door, and maintain acceptable finish considering anticipated use and BHMA category of finish.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify doors and frames are ready to receive door hardware and dimensions are as indicated on shop drawings.
- B. Verify electric power is available to power operated devices and is of correct characteristics.

3.2 INSTALLATION

- A. Coordinate mounting heights with door and frame manufacturers. Use templates provided by hardware item manufacturer.

- B. Mounting Heights From Finished Floor to Center Line of Hardware Item: Comply with manufacturer recommendations and applicable codes where not otherwise indicated.
1. Locksets: 38 inch (965 mm).
 2. Push/Pulls: 42 inch (1 067 mm).
 3. Dead Locks: 48 inch (1 220 mm).
 4. Push Pad Type Exit Devices: 42 inch (1 067 mm).
 5. Cross Bar Type Exit Devices: 38 inch (965 mm).
 6. Top Hinge: Jamb manufacturer's standard, but not greater than 10 inches (254 mm) from head of frame to center line of hinge.
 7. Bottom Hinge: Jamb manufacturer's standard, but not greater than 12-1/2 inches (317 mm) from floor to center line of hinge.
 8. Intermediate Hinges: Equally spaced between top and bottom hinges and from each other.
 9. Hinge Mortise on Door Leaf: 1/4 inch (6.35 mm). to 5/16 inch (7.9 mm) from stop side of door.

3.3 FIELD QUALITY CONTROL

- A. Supplier to inspect installation and certify hardware and installation has been furnished and installed in accordance with manufacturer's instructions and as specified.

3.4 ADJUSTING

- A. Adjust hardware for smooth operation.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Do not permit adjacent work to damage hardware or hardware finish.

END OF SECTION

SECTION 10 51 13

STEEL LOCKERS

PART 1 - GENERAL

1.1 SECTION SUMMARY

- A. Section Includes:
 - 1. Steel Lockers
 - 2. Related Sections
 - 3. References
 - 4. Submittals
 - 5. Quality Assurance
 - 6. Delivery, Storage and Handling

1.2 RELATED SECTIONS

- A. Section 01 00 00 - Basic Requirements

1.3 REFERENCES

- A. ASTM A 1008 – Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions.
- B. Shop Drawings: Submit manufacturer's shop drawings, indicating construction, materials, dimensions, door frames, doors, handles, locks, ventilation, options, accessories, locker benches finish, locker layout, anchoring, and installation details.
- C. Warranty: Submit manufacturer's standard warranty.

1.5 QUALITY ASSURANCE

- A. Pre-installation meeting: Convene pre-installation meeting before installation of lockers. Require attendance of parties directly affecting work of this section, including Contractor, Owner and Installer. Review installation, adjusting, cleaning, protection, and coordination with other work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage: Store materials in clean, dry area in accordance with manufacturer's instructions.
- C. Handling: Protect materials and finish during handling and installation to prevent damage.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Salsbury Industries, Los Angeles, CA. or approved equal.

2.2 STEEL LOCKERS

- A. Model: #52365, Extra Wide Standard Lockers.
- B. Style: Double tier
- C. Locker Size: 15 inches wide by 15 inches deep by 36 inches high per opening
- D. Locker Configuration: Double row.
- E. Construction: Fully assembled.
- F. Material:
 - 1. Steel: ASTM A 1008, Class I, mild-annealed, cold-rolled steel, free from surface imperfections.
 - 2. Bolts: Zinc plated or other comparable rust-retardant treatment.
- G. Body:
 - 1. 16-gauge steel.
 - 2. Flanged to give double thickness of metal at back vertical corners.
- H. Door Frame:
 - 1. 16-gauge formed-steel channels.
 - 2. Vertical Members: Additional flange to form continuous door strike.
 - 3. Corners: Lapped and welded into rigid assembly.
 - 4. Top and Bottom Cross Members: Provide support for front edge of locker top and bottom.

- I. Doors:
 - 1. 1-piece, 16-gauge.
 - 2. Both vertical edges formed into channel-shaped formation. Top and bottom flanged at 90-degree angle.
 - 3. Hinge side formed into channel-shaped formation with other 3 sides flanged at 90-degree angle.

- J. Ventilation:
 - 1. Double-Tier Lockers: Louvers top and bottom.

- K. Hinges:
 - 1. Height: Minimum of 2 inches.
 - 2. Attachment: Set hinges in slot in door and frame and projection welded to frame and securely attached to door.
 - 3. Hinge Pin: Spun over at ends to resist removal.
 - 4. Number: Minimum of 2 hinges.
 - 5. Mounting: Right-hand side of door.

- L. Handles:
 - 1. Recessed Handles: Finger lift.

- M. Coat Hooks:
 - 1. Number: Minimum 3 single-prong wall hooks.
 - 2. Steel rod stock with ball points.
 - 3. Attachment: 2 bolts.
 - 4. Finish: Zinc-plated or comparable rust-retardant treatment.

- N. Free-Standing Lockers:
 - 1. 6-inch legs.

2.3 FINISH

- A. General: Factory apply finish in accordance with manufacturer's instructions.

- B. Standard Finish: Exposed steel parts shall be thoroughly cleaned, given bonding and rust-inhibitive phosphate treatment, and electrostatically sprayed with powder coat. Baked-on finish.

- D. Color:
 - 1. Exterior Color: BLUE.

 - 2. Interior Color: Match exterior color.

2.4 ACCESSORIES

- A. Number Plates:
 - 1. Material: Aluminum.
 - 2. Size: Minimum of 2-1/4 inches wide by 1 inch high.
 - 3. Numbers: Clearly etched numbers a minimum of 3/8 inch high.
 - 4. Attachment: Attach in prepunched holes near top of doors.
- B. Locks: Factory installed resettable combination with master key access.
- C. Tops: Flat.

2.5 LOCKER BENCHES

- A. Anodized Aluminum Benches:
 - 1. Model: #77770, Fixed-position.
 - 2. Top: Minimum 9-1/2 inches wide by 4 feet long.
- B. Pedestals:
 - 1. Spacing: Per manufacturer's instruction.
 - 2. Overall Height: Maximum of 18 inches.
 - 3. Attachment: Per manufacturer's instruction. Anchor to floor with 4 suitable anchors.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine area to receive lockers. Notify Owner if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected.

3.2 INSTALLATION

- A. Install lockers in accordance with manufacturer's instructions at locations indicated on the Drawings and verified with Owner
- B. Install lockers plumb, level, square, rigid, with flush installation.
- C. Use manufacturer's supplied hardware.
- D. Anchoring: Anchor lockers to floors and walls as indicated on the Drawings.
- E. Number Plates: Attach number plates to face of doors level with 2 aluminum rivets. Attach in sequence.

- F. Locker Benches: Install locker benches by fastening bench tops to pedestals and securely anchoring to floor using appropriate anchors.
- G. Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Owner.
- H. Remove and replace defective or damaged components that cannot be successfully repaired as determined by Owner.

3.3 ADJUSTING

- A. Adjust doors, locks, and operating hardware to function properly and for smooth operation without binding.

3.4 CLEANING

- A. Clean surfaces promptly after installation in accordance with manufacturer's instructions.
- B. Do not use harsh cleaning materials or methods that could damage finish.

3.5 PROTECTION

- A. Protect installed lockers from damage during construction.

END OF SECTION

BICYCLE RACKS

PART 1 – GENERAL

1.1 SECTION SUMMARY

- A. Section Includes:
 - 1. Bicycle Parking Racks
 - 2. Related Sections
 - 3. Quality Assurance
 - 4. References
 - 5. Submittals
 - 6. Delivery, Storage and Handling
 - 7. Warranty

1.2 RELATED SECTIONS

- A. Section 01 00 00 - Basic Requirements

1.3 QUALITY ASSURANCE

- A. **Installer Qualifications:** An experienced installer who has completed installation of bicycle parking racks similar in material, design, and extent to that indicated for this project and whose work has resulted in construction with a record of successful in-service performance.
- B. **Manufacturer Qualifications:** A firm experienced in manufacturing bicycle parking racks similar to those required for this project and with a record of successful in-service performance.
- C. **Source Limitations:** Obtain each color, finish, shape and type of bicycle parking rack from approved sources with resources to provide components of consistent quality in appearance and physical properties.
- D. **Product Options:** Drawings indicate size, shape and dimensional requirements of bicycle parking racks and are based on the specific system indicated.

1.4 REFERENCES

- A. **Square Tubing:**
 - 1. ASTM A500 Standard Specification for Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
- B. **Flat Bar:**
 - 1. ASTM A36 Standard Specification for Carbon Structural Steel.

- C. Steel Channel:
 - 1. ASTM A36 Standard Specification for Carbon Structural Steel.
- D. Round Stock:
 - 1. ASTM A36 Standard Specification for Carbon Structural Steel.
- E. Hot-Dipped Galvanized Finish:
 - 1. ASTM A123 Standard Specification for Zinc (Hot-Dipped Galvanized) Coating on Iron and Steel Products.

1.5 SUBMITTALS

- A. Product Data: Include physical characteristics such as shape, dimensions, bicycle parking capacity and finish for each bicycle parking rack.
- B. Shop Drawings: Show installation details for each bicycle parking rack.
- C. Samples for verification: Prepare 2 inch by 3.5-inch (50.8 mm by 87.5mm) samples (or larger) of the actual galvanized finish.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store bicycle parking racks in original undamaged packages and containers until ready for installation.
- B. Handle bicycle parking racks with sufficient care to prevent any scratches or damage to the finish.

1.7 WARRANTY

- A. Bicycle parking racks are to carry a manufacturer's limited warranty against defects in materials and workmanship.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Madrax, (Graber Manufacturing, Inc.) and Securabike, (Leda Security Products Ltd.) or approved equals.

2.2 MATERIALS

- A. Hot-Dipped Galvanized Finish:
 - 1. ASTM A123 Standard Specification for Zinc (Hot-Dipped Galvanized) Coating on Iron and Steel Products.

2.3 BICYCLE PARKING RACKS

- A. Madrax Sentry SEN-SNG-45 or approved equal.
 - 1. Quantity: Three (3) 5-bike rack systems, One (1) 3-bike rack system.
- B. Madrax Lofty LBR-2-IG-G or approved equal.
 - 1. Quantity: Two (2) racks.
- C. Securabike BRV26 or approved equal.
 - 1. Quantity: Two (2) 6-bike rack systems.

2.4 ACCESSORIES

- A. Saris Cycle Aid Station #8821 or approved equal
 - 1. Quantity: One (1) station
- B. Saris Air.HS Indoor Station #8802 or approved equal
 - 1. Quantity: One (1) station

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Selected racks and accessories must fit in designated enclosure area with required clearances as shown on Figure 1.
- B. Selected racks and accessories shall be installed at locations shown on Figure 1.
- C. Set bicycle parking racks and accessories secured to construction, level and true to line, in correct relationship to adjacent materials.
- D. Handle and install bicycle parking racks and accessories in accordance with manufacturer's recommendations and installation instructions.

END OF SECTION

SECTION 28 13 00

ACCESS CONTROL

PART 1 – GENERAL

1.1 SECTION SUMMARY

- A. Section Includes:
 - 1. Security access devices and control panel, and signal and control wiring
 - 2. Related Sections
 - 3. References
 - 4. System Description
 - 5. Submittals
 - 6. Closeout Submittals
 - 7. Quality Assurance
 - 8. Qualifications
 - 9. Maintenance Service
 - 10. Extra Materials

1.2 RELATED SECTIONS

- A. Section 01 00 00 - Basic Requirements
- B. Section 08 71 00 - Door Hardware

1.3 REFERENCES

- A. National Fire Protection Association NFPA 262 - Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces.

1.4 SYSTEM DESCRIPTION

- A. Security Access System: Control access to bicycle enclosure using encoded cards.
- B. Building Areas: Control access into and out of bicycle enclosure area.

1.5 SUBMITTALS

- A. Shop Drawings: Indicate system wiring diagram showing each device and wiring connection; indicate annunciator layout, sequence of operation.
- B. Product Data: Submit catalog data showing electrical characteristics and connection requirements.
- C. Test Reports: Indicate procedures and results for specified field testing and inspection.
- D. Manufacturer's Field Reports: Indicate activities on site, adverse findings and recommendations.

1.6 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of security access equipment.
- B. Operation and Maintenance Data: Submit manufacturer's standard operating and maintenance instructions.

1.7 QUALITY ASSURANCE

- A. Provide materials designed for system function and performance with selected electronic equipment.
- B. Perform work in accordance with State of Wisconsin standards.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years documented experience.
- B. Installer: Certified security system installer with service facilities within 100 miles of Project.

1.9 MAINTENANCE SERVICE

- A. Furnish service and maintenance of security access equipment for one year from Date of Substantial Completion.

1.10 EXTRA MATERIALS

- A. Furnish 100 key fobs or similar.

PART 2 – PRODUCTS

2.1 CONTROL PANEL

- A. Manufacturer: Continental Access or approved equal.
- B. Supplier: Gappa Security Solutions LLC, (Waupun, WI) or approved equal.
- C. Product Descriptions: Electronic equipment suitable for use in enclosed areas without climate control to include the following as required for system functionality.
 - 1. Access control panel
 - 2. Access Integration Appliance
 - 3. Network Interface Board
- D. Power supply: Adequate to serve control panel modules, card key readers, and door hardware devices.

E. Entry and Exit Time Delays: Adjustable.

2.1 PROXIMITY CARD READERS

A. Manufacturer: HID Global or approved equal.

B. Supplier: Gappa Security Solutions LLC, (Waupun, WI) or approved equal.

C. Description: Wall switch proximity reader.

2.2 PERSONAL SENSORS

A. Manufacturers: HID Global or approved equal.

B. Supplier: Gappa Security Solutions LLC, (Waupun, WI) or approved equal.

C. Description: Key Fob or similar.

2.4 WIRE AND CABLE

A. Power cable and wire suitable for system function and performance, classified for fire and smoke characteristics, with copper conductor.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install minimum 18AWG-2 conductor shielded wire as required for communication. Install wiring in conduit.

B. Install minimum 22 AWG -6 conductor shielded wire as required for card readers. Install wiring in conduit.

C. Install conduit and wiring connections to door hardware devices.

D. Ground and bond security access equipment and circuits in accordance with applicable building codes.

E. Install electronic equipment in locations designated by Owner.

3.2 FIELD QUALITY CONTROL

A. Field inspecting, testing, adjusting, and balancing.

B. Test in accordance with manufacturer's recommendations.

3.3 SUPPLIER'S FIELD SERVICES

A. Furnish services of technician to supervise installation, adjustments, final connections, system testing and Owner training.

3.4 DEMONSTRATION AND TRAINING

- A. Furnish instruction for three persons, to be conducted at project site with supplier's representative.

END OF SECTION

SECTION 32 31 19

DECORATIVE METAL FENCES AND GATES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Welded Fence System with Gates
 - 2. Related Sections
 - 3. Quality Assurance
 - 4. References
 - 5. System Description
 - 6. Submittals
 - 7. Delivery, Storage and Handling

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

1.2 QUALITY ASSURANCE

- A. The Contractor must have adequate experience as well as a strong working knowledge of the construction methods and materials involved in ornamental metal fencing.

- B. The Contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.3 REFERENCES

- A. ASTM A36 – Specification for Structural Steel

- B. ASTM A123 – Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

- C. ASTM A153 – Specification for Zinc (Hot-Dip) on Iron and Steel Hardware

- D. ASTM A307 – Specification for Carbon Steel Bolts and Studs

- E. ASTM A500 – Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes

1.4 SYSTEM DESCRIPTION

- A. A complete fencing system including all components (fence panels, posts, gates and hardware) defined herein shall be provided.

1.5 SUBMITTALS

- A. Approved manufacturer's shop drawings must be submitted prior to installation.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in good condition and providing proper protection from damage to factory-finished surfaces. Materials will be stored with a covering of protective material in a clean-dry location in such a way as to avoid damage caused by dust, chemicals and moisture.
- B. Materials shall be stored in such a manner to protect against damage, weather, vandalism and theft.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Badger Railing Inc., (Milwaukee, WI), or approved equal.

2.2 MATERIALS

- A. Pickets, rails and posts shall be manufactured from tubing, channels and rods, meeting the requirements of ASTM A123 with a hot dipped Galvanized exterior zinc coating.
- B. Pickets for gates shall match the size and style of those used in the fence panels. Frames for gates shall be of sufficient size and thickness to provide adequate support without sag. Trussing may be required. The manufacturer will supply gate hardware of sufficient size and capacity to support the specified gate.

2.3 FABRICATION

- A. New prime material/galvanized steel, conforming to specified ASTM standards, shall be used in the manufacture of panels, gates and posts.
- B. Panels, gates and posts shall be of welded construction by the gas metal arc method. Pickets shall be attached to rails in the same manner. No wire rods, screws or rivets will be accepted. The layout and welding shall be carried out by experienced craftsmen making sure all welds are neat, clean and of sizes matching those indicated on the drawing. Any and all flush welds shall be ground smooth.
- C. Panels and gates shall be pre-treated to insure optimum coating adherence to the metal.

PART 3 EXECUTION

3.1 PREPARATION

- A. Layout of the new fence shall be carried out by the Contractor in accordance with the fence construction plans and shop drawings. Review with Owner prior to installation.
- B. Any changes or surface irregularities shall be verified and graded by the Contractor.
- C. Any discrepancies between approved shop drawings and field condition must be approved by the Public Works Project Manager prior to proceeding with installation.

3.2 INSTALLATION

- A. Fence posts shall be set according to the spaces shown on the shop drawings. All posts shall be set plumb and level.
- B. Fence panels shall be welded or bolted to the posts. All field welding of rail to post shall be a complete 360 degree weld and shall be of the same size indicated on the shop drawings. The same day the welding is done, all welds shall be cleaned and coated with a zinc-rich primer coating and color-matching finish coat. Any bolts and tabs used for connections shall be of the size indicated on the shop drawings. Bolt threads shall be peened after tightening bolt.
- C. Gates, where indicated on Figure 1, shall be installed according to the style and sizes indicated on the shop drawings and shall be installed plumb and level. Any required gate stops will be installed by the Contractor. To assure alignment of any padlock provisions or strikes, gate attachment will be done in the field. When installation is complete the Contractor will be responsible for lubricating the hinges, rollers and other gate hardware.
- D. Any abrasions or field welds that cause damage to factory coatings will be thoroughly cleaned, primed and touched up by the Contractor. The paint used will be of the same quality, color and gloss in order to provide a match to the manufacturer's finish.

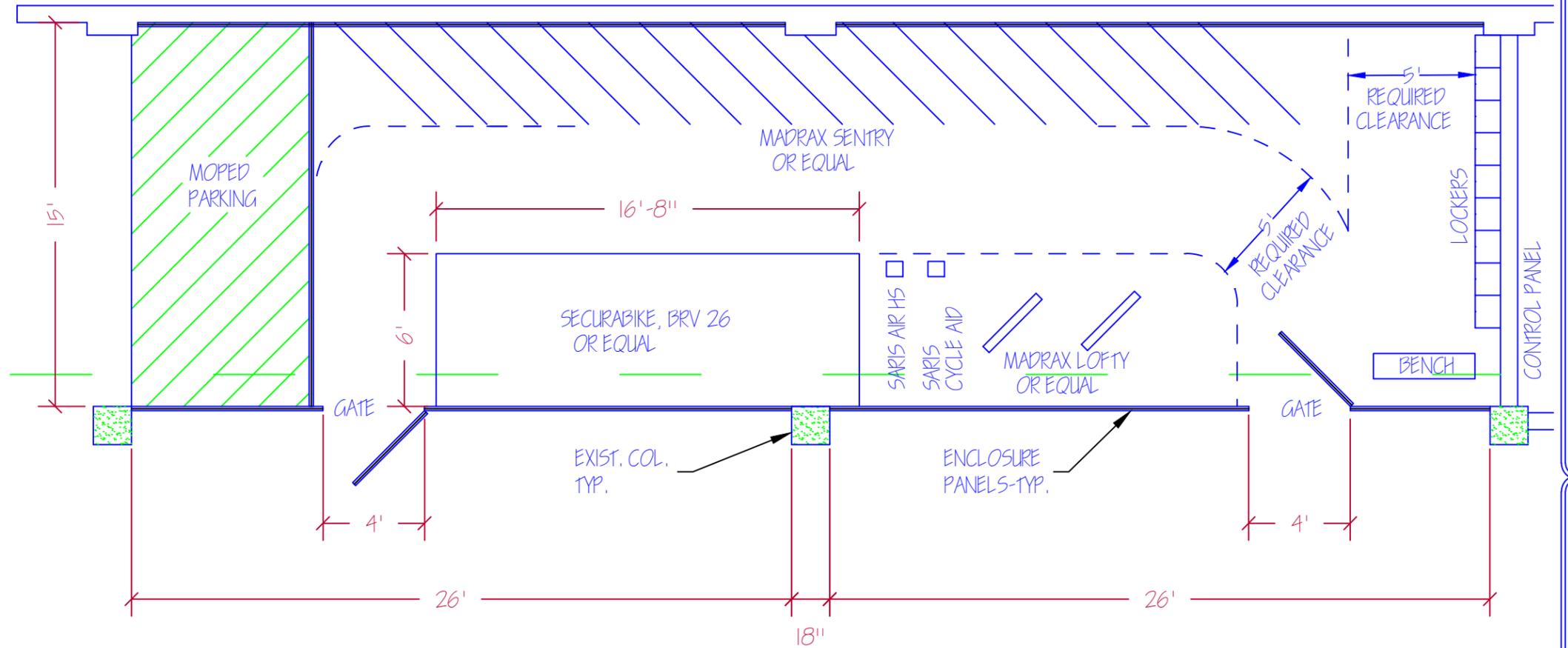
3.3 CLEANING

- A. The cleanup of debris and excess materials from the job site is the responsibility of the Contractor.

END OF SECTION

WEST MAIN STREET

RAMP
ENTRY/EXIT



PARTIAL 3RD FLOOR PLAN

3/16" = 1'-0"



DEPARTMENT OF PUBLIC WORKS
DANE COUNTY WISCONSIN

PROPOSED BICYCLE ENCLOSURE
CAPITOL SQUARE SOUTH RAMP
113 SOUTH HENRY STREET
MADISON, WIS

Figure 1

Revisions
Approved By: RJN
Scale: AS NOTED
Date: 1-26-16
Bid No: 15049

Design By: RLS
Drawn By: JRL
Date: 1-26-16



Note: Graphic rendering intended to convey enclosure panel location & perspective. Actual appearance may vary. Gate number and locations are detailed on Figure 1.



GRAPHICS COURTESY OF DUO-GARD INDUSTRIES, INC.



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

PROJECT NO.:
315049

DATE:
01/26/16

DRAWN BY:
RS

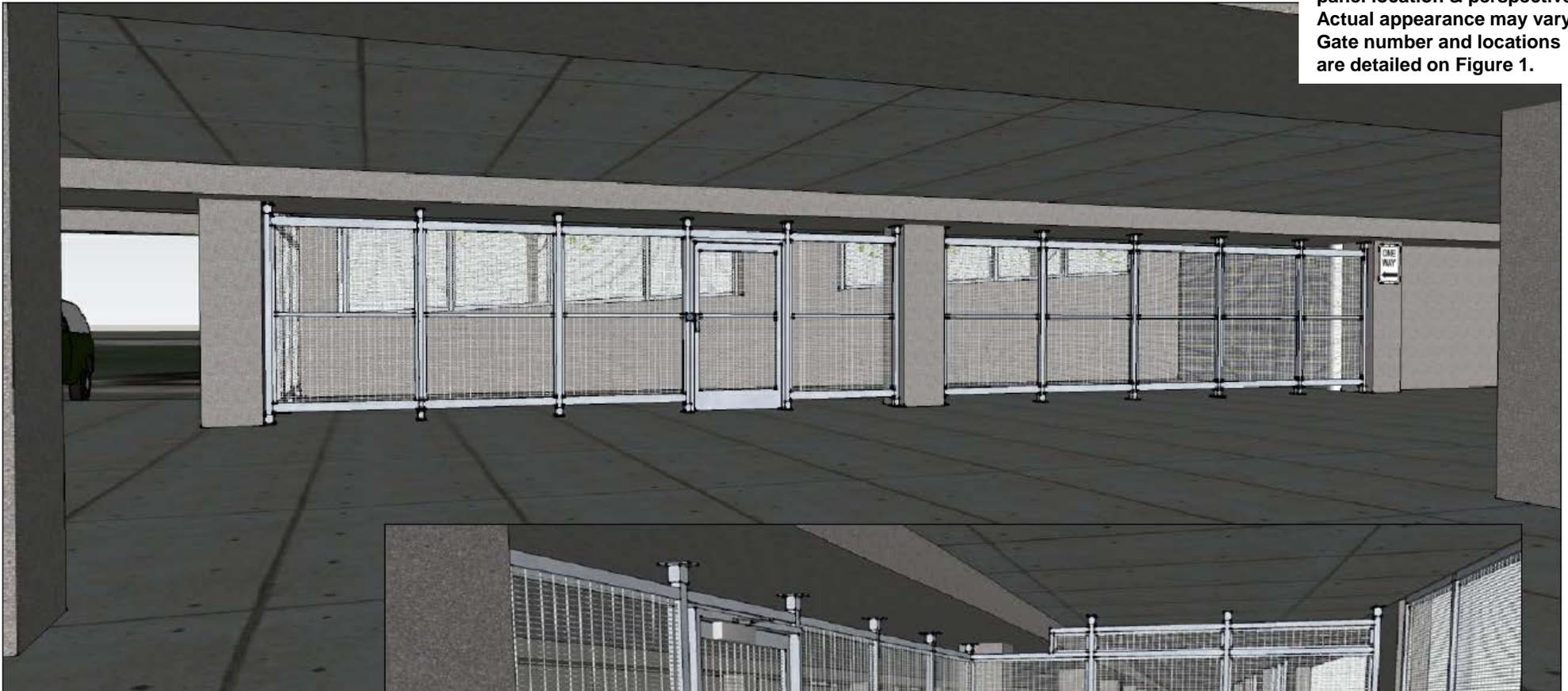
C'KD BY:
SC

SCALE:
N/A.

**DANE COUNTY
CAPITOL SQUARE SOUTH PARKING RAMP
113 S. HENRY ST. MADISON, WI**

**FIGURE 2
ENCLOSURE RENDERING**

Note: Graphic rendering intended to convey enclosure panel location & perspective. Actual appearance may vary. Gate number and locations are detailed on Figure 1.



GRAPHICS COURTESY OF DUO-GARD INDUSTRIES, INC.

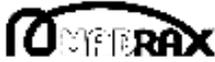


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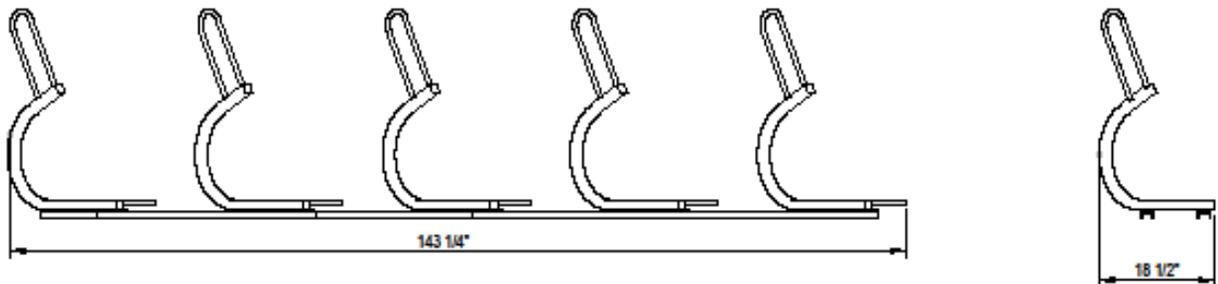
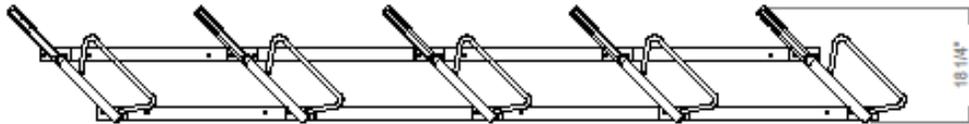
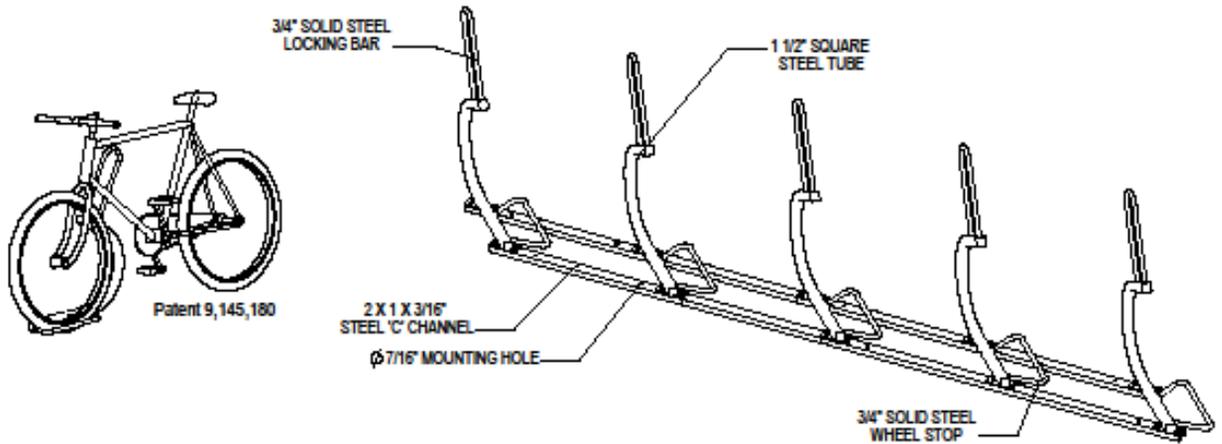
**DANE COUNTY
CAPITOL SQUARE SOUTH PARKING RAMP
113 S. HENRY ST. MADISON, WI**

**FIGURE 3
ENCLOSURE RENDERING**



MADRAX DIVISION

GRABER MANUFACTURING, INC.
 1080 UNIEK DRIVE
 WAUNAKEE, WI 53597
 P(800) 448-7931, P(608) 849-1080, F(608) 849-1081
 WWW.MADRAX.COM, E-MAIL: SALES@MADRAX.COM



PRODUCT: SEN-SNG-45-5
 DESCRIPTION: CUSTOM SENTRY™ BIKE RACK, 45° ANGLE
 5 BIKE, SINGLE SIDE (PARK ONE SIDE)
 DATE: 12-15-15
 ENG: SMC

MANUFACTURER AND MODEL ARE BASIS OF DESIGN ONLY.

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- NOTES:
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 3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

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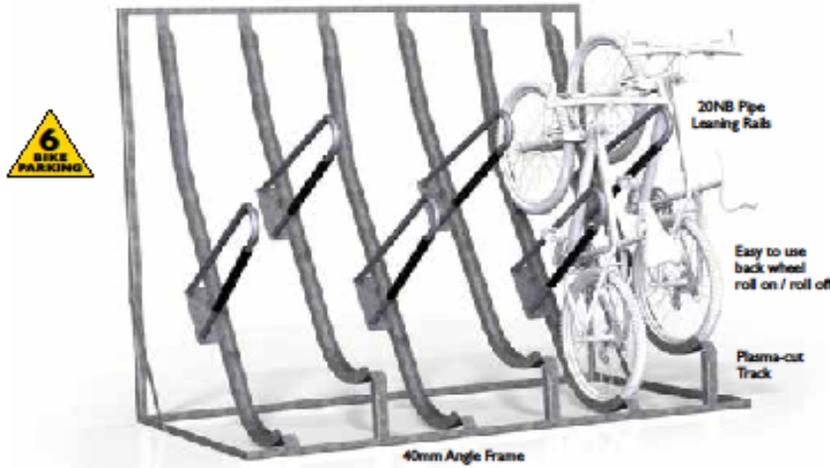
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DANE COUNTY CAPITOL SQUARE SOUTH PARKING RAMP MADISON, WISCONSIN

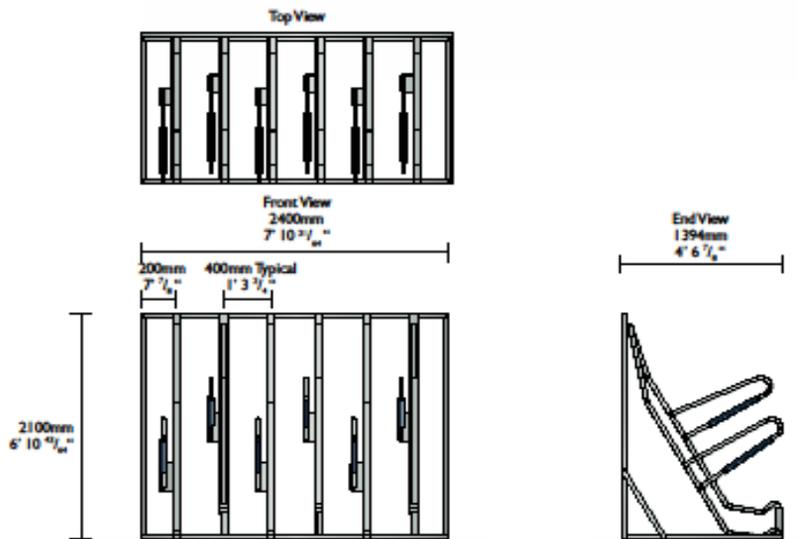
FIGURE 4 MADRAX SEN-SNG-45

BRV26
Semi Vertical

Using a modular angular steel frame, the BRV26 is supplied in knock-down kit form allowing it to be easily transported and quickly bolted together on site.



Optional wheels and rails can be fitted to slide the entire rack away from a wall, e.g. intermittent access to storage or utility area's.



MANUFACTURER AND MODEL ARE BASIS OF DESIGN ONLY.

Material Specifications (General)

Frame 40 x 40 x 4mm Mild Steel Angle / Hot Dipped Galvanised / Powder coated in a range of colours
Track / Rails 3mm Mild Steel Plate / 20NB (26.9) x 2.3mm Pipe / Hot Dipped Galvanised or Powder coated in a range of colours



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MADRAX DIVISION

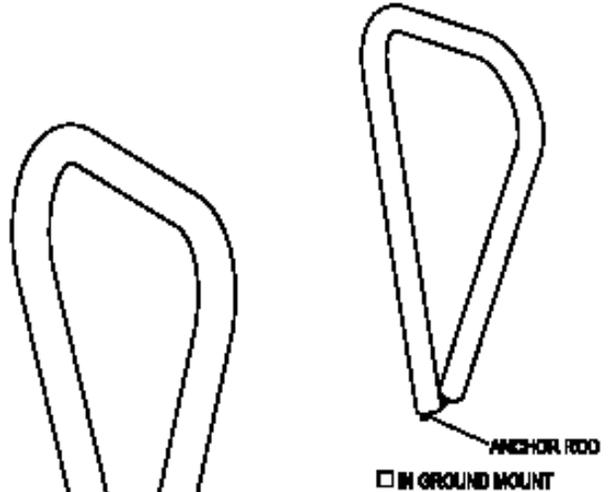
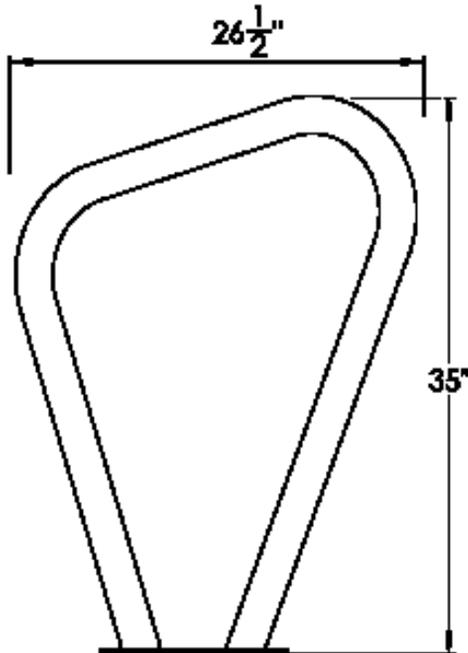
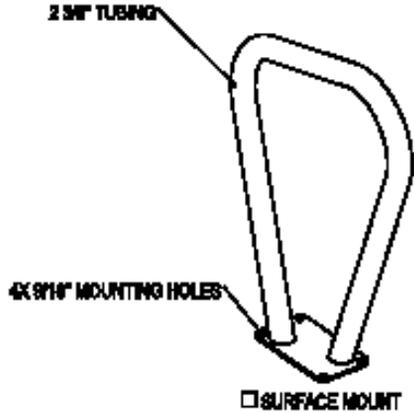
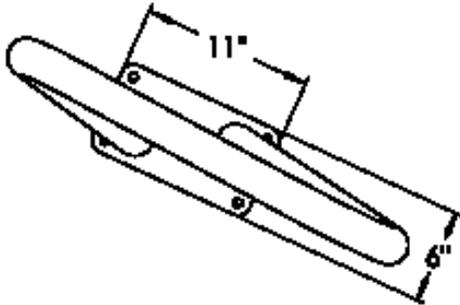
GRABER MANUFACTURING, INC.

1080 LINCOLN DRIVE

WAUNAKEE, WI 53097

PHONE: 448-7901, FAX: 448-1890, FRS: 848-1081

WWW.MADRAX.COM, E-MAIL: SALES@MADRAX.COM



PART: LBR-2
DESCRIPTION: LOFTY BIKE RACK, 2 BIKE CAPACITY

DATE: 5-27-2015
ENG: BLW

MANUFACTURER AND
MODEL ARE BASIS OF
DESIGN ONLY

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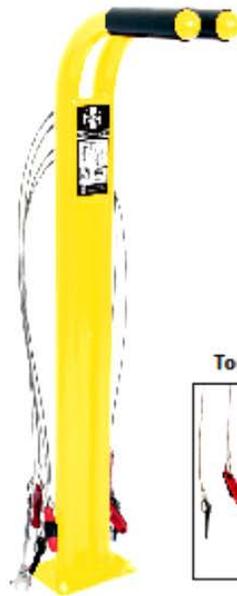
DANE COUNTY
CAPITOL SQUARE SOUTH
PARKING RAMP
MADISON, WISCONSIN

FIGURE 6
MADRAX LOFTY



CYCLE AID STATION

The Cycle Aid Station puts the tools where the people need them – on the trails, near the streets and in the bike rooms. With eight common bicycle tools permanently tethered to a bike holder and designed to be placed either inside or outside, the Cycle Aid Station will meet the spur-of-the-moment maintenance and repair needs that keep riders on their ride.



Tools Included:



Specifications

Model #	Description	Type of Mount	weight	length	width	height	Space Requirement
8821	With Tools	Flange Mount	43 lbs	8.5"	16"	49.5"	105" x 40"

Note: Saris Parking Systems representatives can assist with custom layout and spacing to meet your room dimensions and desired bike capacity.

MANUFACTURER AND MODEL ARE BASIS OF DESIGN ONLY



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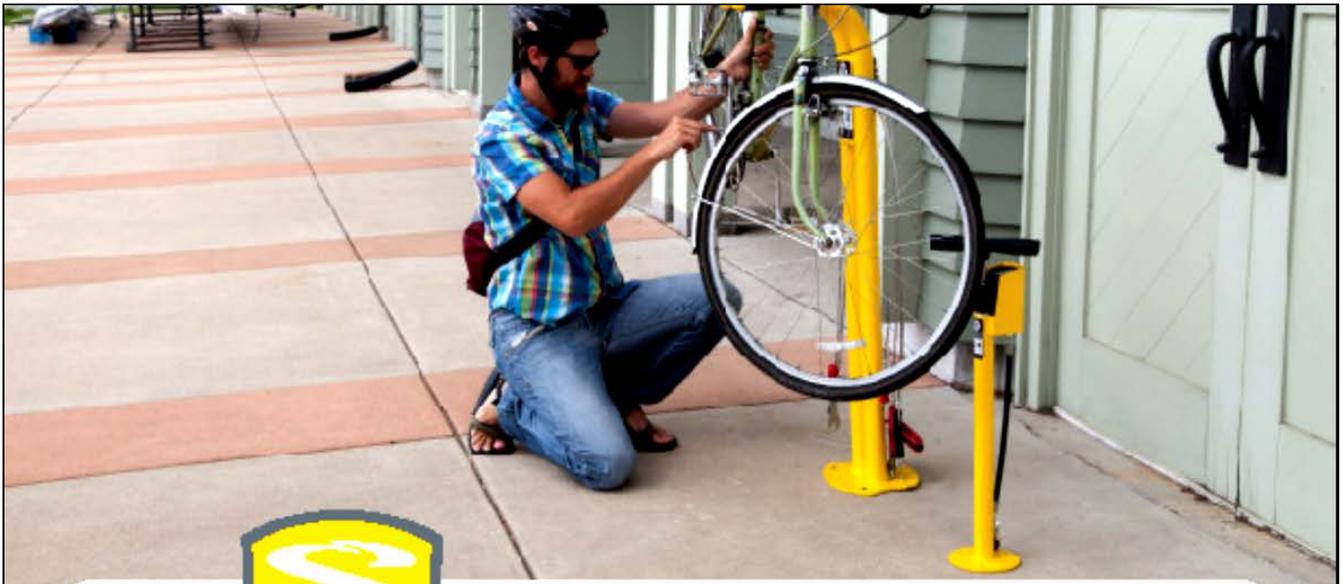
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**DANE COUNTY
CAPITOL SQUARE SOUTH
PARKING RAMP
MADISON, WISCONSIN**

**FIGURE 7
SARIS CYCLE AID**



CYCLE AIR.HS INDOOR

The Cycle Air Station, Indoor, is a perfect shared-use bike pump for inside installation. It is ideal for bike rooms and parking areas. A high quality, solid stainless steel piston rod, alloy handle and smash proof gauge cover provide maximum vandal resistance and durability. Heavy duty, cut resistant hose and security fittings hold a replaceable pump head that handles both Presta and Schrader valves with ease. The Cycle Air, Indoor, has an optional tool holder that includes two tire levers and an adjustable wrench, tethered by stainless steel aircraft cable. A perfect compliment to the Cycle Aid Station to make a true one-stop spot for outdoor bike maintenance and ride preparation.



Tools Available:



Specifications							
Model #	Description	Type of Mount	weight	length	width	height	Space Requirement
8802	No Tools	Flange Mount	14.3 lbs	8"	9.5"	27.5"	36" x 80"
8803	With Tools	Flange Mount	15 lbs.	8"	9.5"	27.5"	36" x 80"

Note: Saris Parking Systems representatives can assist with custom layout and spacing to meet your room dimensions and desired bike capacity.

Model #8802 – No Tools

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**DANE COUNTY
CAPITOL SQUARE SOUTH
PARKING RAMP
MADISON, WISCONSIN**

**FIGURE 8
SARIS CYCLE AIR.HS**



Resettable combination locks can be set to a fixed combination or a combination that can be reset after each use and can be accessed with a master control key.



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**DANE COUNTY
CAPITOL SQUARE SOUTH
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MADISON, WISCONSIN**

**FIGURE 9
SALSBURY INDUSTR.
LOCKERS AND BENCH**