

**RFB NO. 310007**



## **CONSTRUCTION DOCUMENTS PROJECT MANUAL**

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,  
HIGHWAY AND TRANSPORTATION

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

### **REQUEST FOR BIDS NO. 310007 CONSTRUCT GENERATOR BUILDING EXPANSION #2 DANE COUNTY LANDFILL SITE #2 7102 U.S. HIGHWAY 12 & 18 MADISON, WISCONSIN**

Opening Date / Time: **TUESDAY, March 23, 2010 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

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

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FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

JOHN WELCH, PROJECT MANAGER  
TELEPHONE NO.: 608/267-8815  
FAX NO.: 608/267-1533  
E-MAIL: WELCH@CO.DANE.WI.US

## **DOCUMENT INDEX FOR RFB NO. 310007**

### **PROCUREMENT AND CONTRACTING REQUIREMENTS**

- Project Manual Cover Page
- Documents Index and Dane County Vendor Registration Program
- Invitation to Bid (Legal Notice)
- Instructions to Bidders
- Bid Form
- Fair Labor Practices Certification
- Sample Public Works Contract
- Sample Performance Bond
- Sample Payment Bond
- Conditions of Contract
- Supplementary Conditions

### **DIVISION 1 - GENERAL REQUIREMENTS**

- 01000 - Basic Requirements
- 01508 - Recycling

### **DIVISION 3 - CONCRETE**

- 03100 – Concrete Forms and Accessories
- 03200 – Concrete Reinforcement
- 03300 – Cast-in-Place Concrete
- 03350 – Concrete Finishing

### **DIVISION 13 - SPECIAL CONSTRUCTION**

- 13121 – Pre-Engineered Buildings

### **DRAWINGS**

To be printed to correct scale or size, plot sheets on 18” x 24” (A), paper.  
Drawing 1 – Building Floorplan

## Legal Notice

### Invitation To Bid

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

**2:00 P.M., TUESDAY, MARCH 23, 2010**

**Request for Bid No. 310007**  
**CONSTRUCT GENERATOR BUILDING EXPANSION #2**  
**Dane County Sanitary Landfill Site #2**  
**7102 U.S. Highway 12 & 18, Madison, Wisconsin 53718**

Provide an extension to an existing pre-engineered metal building and concrete slab. Building extension to be 36' x 30'-8" with roof line to match existing building. Shall include one rollup door, two man doors and exhaust louvers. All walls and ceiling shall have 6" of faced batt insulation.

Pre-bid meeting will be held on Tuesday, March 16, 2010 at 10:00 a.m. at the Dane County Landfill Site #2. Attendance is strongly encouraged.

Request for Bids package may be obtained at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608-266-4018, or downloading it from [www.danepurchasing.com/rfps.aspx](http://www.danepurchasing.com/rfps.aspx). Please call John Welch at 608-267-8815 for any questions or additional information.

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

**Publish: March 4 & March 11, 2010 – Wisconsin State Journal**

**March 4 & March 11, 2010 – The Daily Reporter**

## INSTRUCTIONS TO BIDDERS

**Construct Generator Building Expansion #2  
Dane County Landfill Site #2  
7102 US Hwy 12 & 18  
Madison, Wisconsin**

### 1. SECURING DOCUMENTS

- A. Construction Documents may be obtained at:  
Dane County Department of Public Works, Highway & Transportation  
1919 Alliant Energy Center Way, Madison, Wisconsin 53713  
608/266-4018  
or at:  
[www.countyofdane.com/pwht/bid](http://www.countyofdane.com/pwht/bid)
- B. If Construction Documents are obtained from the Dane County web site, Bidder is responsible to check back regularly at the web site for Addenda.
- C. Deposit for Drawings and Specifications is not required.

### 2. BID REQUIREMENTS

- A. Bidder shall submit lump sum bid for providing all design expertise, 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 is required with this Bid in the amount of 5% of the bid.
- I. Bids shall be binding on bidder for sixty (60) days after Bid Opening.
- J. 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:  
John Welch, Project Manager  
Dane County Department of Public Works, Highway & Transportation  
1919 Alliant Energy Center Way, Madison, Wisconsin 53713  
Fax: 608/267-1533  
Email: welch@co.dane.wi.us
- 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 nine (9) 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 John Welch, Project Manager 608/267-8815.
- B. A bidders facility tour will be held on Tuesday, March 16, 2010 at 10:00 AM at Dane County Landfill Site #2, 7102 US Hwy 12 & 18, Madison WI, starting at the scalehouse. This tour will go until approximately 11:00 AM. 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 Opening. Withdrawn Bids shall be returned unopened.

### **7. BID OPENING**

- A. See Legal Notice (advertisement).

**8. COMMENCEMENT AND COMPLETION OF WORK**

- A. Work shall commence by April 12, 2010.
- B. Work shall be completed by July 16, 2010.

**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.

**BID FORM**

**BID NO. 310007**

**PROJECT: CONSTRUCT GENERATOR BUILDING EXPANSION #2  
DANE COUNTY LANDFILL SITE #2**

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

**BASE BID - LUMP SUM:**

Provide an extension to an existing pre-engineered metal building on concrete slab. Building extension to be 36' x 30'-8" with roof line to match existing building. Shall include one rollup door, two man doors and exhaust louvers. All walls and ceiling shall have 6" of faced batt insulation.

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 design expertise, 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 Solid Waste must have this project completed by July 16, 2010. Assuming a Notice to Proceed is issued by April 8, 2010, what dates can you commence and complete this job?

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

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

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

**Select one of the following:**

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

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

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

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

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

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

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

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

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

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

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

**BID CHECK LIST:**

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

Bid Form                                       Bid Bond                                       Fair Labor Practices Certification

**BIDDERS SHOULD BE AWARE OF THE FOLLOWING:**

**DANE COUNTY VENDOR REGISTRATION PROGRAM**

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

**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. For more information:  
[www.danepurchasing.com/partner\\_benefit.aspx](http://www.danepurchasing.com/partner_benefit.aspx)

**FAIR LABOR PRACTICES CERTIFICATION**

**FOR REFERENCE DANE COUNTY ORD. 28.11 (28) 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.  
Provided in Bid package.

**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 proposal, bid or application for a contract with the county of Dane.

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

**COUNTY OF DANE**

**PUBLIC WORKS CONTRACT**

Contract No. \_\_\_\_\_ Bid No. 310007

Authority: Res. \_\_\_\_\_, 2010

**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 Associate Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Construct Generator Building Expansion #2 ("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 Dane County Department of Public Works, Highway & Transportation (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Document Index, 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) 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) 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 Associate Public Works Director.

**FOR COUNTY:**

\_\_\_\_\_  
Kathleen M. Falk, County Executive Date

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:

## CONDITIONS OF CONTRACT

### TABLE OF CONTENTS

1. BIDS AND QUOTATIONS .....	1
2. GUARANTEE AND BOND .....	2
3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....	3
4. AWARDS .....	4
5. CONTRACT PROVISIONS.....	5
6. GENERAL GUARANTEE.....	10
7. IDENTICAL BIDDING .....	10
8. BINDING CONTRACTS .....	11
9. AFFIRMATIVE ACTION PROVISION AND MINORITY / WOMEN / DISADVANTAGED BUSINESS ENTERPRISES.....	11
10. COMPLIANCE WITH FAIR LABOR STANDARDS.....	12
11. DOMESTIC PARTNERSHIP BENEFITS.....	12
12. INSURANCE REQUIREMENTS .....	12

### 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 Opening. 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 Opening.
- 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.
- J. **Bids Binding Sixty (60) Days.** Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following Bid Opening 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 Opening 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) 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 County Purchasing Division Office Monday through Friday, between 7:45 a.m. and 4:30 p.m.

## 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 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) 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) 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) 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) 2), 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) 2) 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) 3) 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) 3) 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) days from receipt of payment.
4. Payments by the County will be due within forty-five (45) 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) days after final completion of the Work, and will constitute acceptance thereof.
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) 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 not 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) 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) 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) 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. APPLICATION & CERTIFICATE FOR PAYMENT

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


**AIA** Document G702™ – 1992

**Application and Certificate for Payment**

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

---

**CONTRACTOR'S APPLICATION FOR PAYMENT**  
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ \_\_\_\_\_

2. Net change by Change Orders \$ \_\_\_\_\_

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

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

5. RETAINAGE:

    a. % of Completed Work (Column D + E on G703) \$ \_\_\_\_\_

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

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

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ \_\_\_\_\_

7. LESS PREVIOUS CERTIFICATE FOR PAYMENT (Line 6 from prior Certificate) \$ \_\_\_\_\_

8. CURRENT PAYMENT DUE \$ \_\_\_\_\_

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 8 less Line 6) \$ \_\_\_\_\_

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

CONTRACTOR:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 State of \_\_\_\_\_  
 County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public  
 My Commission expires: \_\_\_\_\_

---

CHANGE ORDER SUMMARY

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

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

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

ARCHITECT:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

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

AIA Document G702™ – 1992. Copyright © 1953, 1963, 1965, 1971, 1976, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail: The American Institute of Architects' legal counsel, copyright@aia.org.



## **2. PREVAILING WAGE RATE DETERMINATION**

- A. These supplements shall modify, delete, and / or add to Conditions of Contract. Where any article, paragraph, or subparagraph in Conditions of Contract is supplemented by one of these paragraphs, provisions of such article, paragraph, or subparagraph shall remain in effect and supplementary provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in Conditions of Contract is amended, voided, or superseded by any of these paragraphs, provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.
1. Prevailing wage rates will apply on this project.
  2. General Conditions of Contract Article 45, "Minimum Wages", paragraph B. Following Prevailing Wage Rate Determination No. [201111872] is added to General Conditions of Contract.
- B. These State of Wisconsin forms, hereinafter set forth in this section, shall be filled out and submitted to Department of Public Works, Highway & Transportation:
1. Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-5724)
  2. Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-10584)
  3. Disclosure of Ownership (ERD-7777)
  4. Request To Employ Subjourneyperson (ERD-10880)

## Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

State Of _____ )  )SS  County Of _____ )	Project Name	
	Project Number	Determination Number
	Date Determination Issued	Date of Contract
	Awarding Agency	
	Date Work Completed	

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

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

Name of Corporation, Partnership, Sole Proprietorship or Business				
Street Address or P O Box	City	State	Zip Code	Telephone Number (    )
Print Name of Authorized Officer			Date Signed	
Signature of Authorized Officer				

## List of Agents and Subcontractors

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

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



## List of Agents and Subcontractors

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

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

## Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

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

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

### Other Construction Business

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

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

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

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

## Request to Employ Subjourneyperson

The use of this form is mandatory. The authority for the use of this form is prescribed in Section DWD 290.025, Wisconsin Administrative Code. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes. [See Section 15.04(1) (m), Wisconsin Statutes for details.]

The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related qualifications to enable such employer to utilize a subjourneyperson(s) on the following public works project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

<b>1. Name of Public Works Project</b>	
<b>County</b>	<b>City, Village or Township</b>
<b>Determination Number</b>	<b>Project Number</b>

<b>2. Name of Employee (Last, First and Initial)</b>	<b>P.O. Box or Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Date of Birth</b>	<b>Journey Classification</b>

<b>3. Name of Employer (Print)</b>	<b>Name of Person Making Request (Print)</b>		
<b>P O Box or Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Telephone Number ( . )</b>	<b>Title of Requestor</b>		

**READ CAREFULLY:** I fully understand that this request is ONLY applicable to the project and employee(s) listed above and that such employee(s) will ONLY work under the direction of and directly assist a skilled trades employee by frequently using the tools of a skilled trades employee and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the employee(s) indicated above regularly perform(s) the work of a different trade or occupation, he/she will be compensated for such work at the applicable journeypersons prevailing wage rate. I agree not to employ any employee as a subjourneyperson on this project until I receive written confirmation from the DWD. After such confirmation is received, I will compensate the employee(s) indicated above in strict accordance with the directions received from the DWD.

Signature of Requestor \_\_\_\_\_ Date Signed \_\_\_\_\_

**MAIL COMPLETED REQUEST TO EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU P. O. BOX 8928 MADISON WI 53708.**  
 You may call (608) 266-6860 if you need assistance in completing your request



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December 15, 2009

TO: Public entities with ongoing prevailing wage projects  
FROM: Labor Standards Bureau – Construction Wage Standards Section  
RE: New prevailing wage law provisions regarding certified payroll records

On January 1, 2010, significant changes in Wisconsin's prevailing wage law will take effect. These changes will affect nearly every public entity in the state, including local governmental units under Section 66.0903, Wisconsin Statutes and state agencies under Section 103.49, Wisconsin Statutes. This memorandum addresses one of the significant changes to the state's prevailing wage laws, i.e., the requirement that all contractors submit certified payroll records to the Department of Workforce Development (DWD).

**If a local governmental unit or state agency currently has a prevailing wage project underway and work on that project will continue in 2010 or commence in 2010, the public entity must do the following:**

- Inform all project contractors that effective January 1, 2010, they must file certified payroll records with DWD on a monthly basis in a format that meets DWD reporting requirements. The first certified payroll reports must be filed with DWD by the end of the first week in February 2010.

If a local governmental unit or state agency has public works projects of \$25,000 or more that will commence after January 1, 2010, the public entity must:

- Inform all project contractors that effective January 1, 2010, they must file certified payroll records with DWD on a monthly basis in a format that meets DWD reporting requirements. Certified payroll reports must be filed with DWD by the end of the first week following the month in which the work was conducted. The January report will be due at DWD no later than February 7, 2010.
- Notify all project contractors that if DWD finds a contractor violating the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

For more information, visit the prevailing wage website:  
[http://dwd.wisconsin.gov/er/prevailing\\_wage\\_rate/default.htm](http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm). For further assistance, please call the Equal Rights Division at 608-266-6860.

Jim Doyle  
Governor  
Roberta Gassman  
Secretary  
Jennifer A. Ortiz  
Division Administrator



EQUAL RIGHTS DIVISION  
201 East Washington Avenue, Room A300  
P.O. Box 8928  
Madison, WI 53708  
Telephone: (608) 266-6860  
Fax: (608) 267-4592  
TTY: (608) 264-8752  
<http://www.dwd.state.wi.us/>

State of Wisconsin  
Department of Workforce Development

**DEPARTMENTAL ORDER**

JOHN WELCH, RECYCLING MANAGER / PROJECT MANAGER  
DANE COUNTY  
1919 ALLIANT ENERGY CTR WAY  
MADISON, WI 53713

RE: CONSTRUCT GENERATOR BUILDING EXPANSION #2  
CITY OF MADISON, COUNTY OF DANE, WI  
Determination No. 201000872 Project No. RFB 310007

The application which you filed or was filed on your behalf, by the person copied below, for a prevailing wage rate determination applicable to the above-referenced project has been received.

A survey was conducted to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The findings of the survey are set forth in the enclosed determination.

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town in which the project is located, you have the right to request the department to conduct an administrative review regarding such wage rate.

Your request must be made, in writing, within 30 days from the date indicated below and at least 10 days before the date a construction contract(s) is to be awarded or negotiated. Your request must also include wage rate information on at least three (3) similar projects located in the city, village or town where the proposed project is located on which some work was performed by the contested trade(s) or occupation(s) during the current survey period and which was previously considered by the department in issuing the enclosed determination. See s. DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903 (3)(br) or s. 103.49 (3)(c), Stats. for a complete explanation of the administrative review process.

Now, therefore, it is hereby ORDERED that the prevailing wage rates set forth in the enclosed determination shall only be applicable to the above referenced project. This ORDER shall be deemed a FINAL ORDER of this department unless a timely request for an administrative review is filed with the department or a construction contract(s) is not awarded or negotiated before the determination's expiration date.

DATED

3/03/2010

Enclosures

FOR THE DEPARTMENT

A handwritten signature in cursive script, appearing to read 'Dave Newman', written over a horizontal line.

Dave Newman, Investigator  
Labor Standards Bureau  
Construction Wage Standards Section  
(608) 266-2832

RECEIVED MAR 05 2010

# PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin  
Department of Workforce Development  
Pursuant to s. 66.0903, Stats.  
Issued On: 3/03/2010

**DETERMINATION NUMBER:** 201000872

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded Or Negotiated On Or Before 12/31/2010. If NOT, You MUST Reapply.

**DESCRIPTION OF PROJECT:** CONSTRUCT GENERATOR BUILDING EXPANSION #2  
PROJECT NO: RFB 310007

**LOCATION OF PROJECT:** CITY OF MADISON, COUNTY OF DANE, WI

**CONTRACTING AGENCY:** DANE COUNTY

**CLASSIFICATION:** Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

**OVERTIME:** Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

**FUTURE INCREASE:** If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

**PREMIUM PAY:** If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

**SUBJOURNEY:** Wage rates may be available for some of the classifications indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer that desires to use any subjourney classification on this project MUST request the applicable wage rate from this department PRIOR to the date such classification is used on this project. Form ERD-10880 is available for this purpose.

## BUILDING OR HEAVY CONSTRUCTION

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Acoustic Ceiling Tile Installer	27.51	13.46	40.97
Boilermaker	32.14	17.87	50.01
Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.95 05/31/2010	31.46	15.45	46.91
Cabinet Installer	27.51	13.46	40.97
Carpenter	27.51	13.46	40.97
Carpet Layer or Soft Floor Coverer	27.51	13.46	40.97
Cement Finisher	29.78	13.38	43.16
Drywall Taper or Finisher	25.95	13.10	39.05

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>			
<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Electrician Future Increase(s): Add \$1.70/hr on 6/1/2010.	31.61	17.90	49.51
Elevator Constructor	42.73	16.47	59.20
Fence Erector	22.50	2.78	25.28
Fire Sprinkler Fitter	35.69	15.32	51.01
Glazier	36.83	6.68	43.51
Heat or Frost Insulator	31.63	18.26	49.89
Insulator (Batt or Blown)	22.87	11.40	34.27
Ironworker	30.30	15.71	46.01
Lather	27.51	13.46	40.97
Line Constructor (Electrical)	34.57	14.43	49.00
Marble Finisher Future Increase(s): Add \$1.78 on 6/1/2010; Add \$1.78 on 6/1/2011	27.66	14.92	42.58
Marble Mason Future Increase(s): Add \$1.95 on 6/1/2010	34.58	14.92	49.50
Metal Building Erector	30.30	15.71	46.01
Millwright	29.11	13.46	42.57
Overhead Door Installer	25.94	13.63	39.57
Painter Premium Pay: Add \$.25/hr. sandblasting; Add \$.40/hr. paperhanging; Add \$1.00/hr. spray/structural steel.	25.65	13.10	38.75
Pavement Marking Operator	23.46	9.45	32.91
Piledriver	28.01	13.46	41.47
Pipeline Fuser or Welder (Gas or Utility)	29.27	15.89	45.16
Plasterer	26.68	10.71	37.39
Plumber Future Increase(s): Add \$1/hr on 6/1/10; Add \$1/hr on 12/1/10.	35.78	13.76	49.54
Refrigeration Mechanic	31.43	14.46	45.89
Roofer or Waterproofer	28.85	10.06	38.91
Sheet Metal Worker	33.23	18.53	51.76
Steamfitter	38.05	14.76	52.81
Teledata Technician or Installer	21.08	5.52	26.60
Temperature Control Installer	31.00	16.80	47.80
Terrazzo Finisher	25.50	4.21	29.71
Terrazzo Mechanic	31.16	15.98	47.14
Tile Finisher	20.00	0.18	20.18
Tile Setter Future Increase(s): Add \$1.65 05/31/2010	29.21	14.85	44.06
Tuckpointer, Caulker or Cleaner	31.48	11.46	42.94
Underwater Diver (Except on Great Lakes)	33.00	13.26	46.26
Well Driller or Pump Installer	24.22	14.80	39.02
Siding Installer	30.51	18.41	48.92
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.57	15.39	49.96
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	37.16	14.82	51.98
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	34.57	15.39	49.96

**Fringe Benefits Must Be Paid On All Hours Worked**

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	22.47	11.78	34.25
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	31.11	15.39	46.50

**TRUCK DRIVERS**

Single Axle or Two Axle	22.22	14.67	36.89
Three or More Axle	17.50	12.16	29.66
Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.80/hr on 5/31/2010.	30.89	17.16	48.05
Pavement Marking Vehicle	19.25	10.84	30.09
Truck Mechanic	17.50	12.16	29.66

**LABORERS**

General Laborer Future Increase(s): Add \$1.65/hr on 5/31/2010 Premium Pay: Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	23.54	12.40	35.94
Asbestos Abatement Worker	15.00	5.11	20.11
Landscaper	13.15	0.00	13.15
Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	19.44	11.15	30.59
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	21.49	3.11	24.60
Railroad Track Laborer	18.00	1.19	19.19

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

Crane; Backhoe (Track Type); Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self Propelled or Tractor Drawn) 5cu yards or more capacity; Power Subgrader; Asphalt Milling Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Trencher; Post Hole Digger or Driver; Tug or Launch (not performing work on the Great Lakes)	29.89	16.83	46.72
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Broom or Sweeper; Environmental Burner Future Increase(s): Add \$1.70/hr on 6/1/2010; Add \$1.85/hr on 6/1/2011.	31.32	16.05	47.37
Crusher, Screening or Wash Plant; Air Compressor (400 CFM or Over); Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor Future Increase(s): Add \$1.80/hr on 5/31/2010.	28.82	17.16	45.98

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

Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Feet or Over	33.37	17.16	50.53
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**Fringe Benefits Must Be Paid On All Hours Worked.**

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
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Future Increase(s): Add \$2.05/hr on 5/31/2010.			
Premium Pay: Add \$.50/hr for cranes with lifting capacity at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton.			
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Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under; Crane, Tower Crane or Derrick; With Boom, Leads and/or Jib Lengths Measuring 175 Feet or Under; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Traveling Crane (Bridge Type); Caisson Rig; Pile Driver; Dredge (Not Performing Work on the Great Lakes)	34.81	16.41	51.22
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Crane (Go-Devil Type) or Truck Mounted Hydraulic Crane (10 Tons or Under); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self Propelled or Tractor Drawn) 5 cu yards or more capacity; Concrete Pump, Grout Pump or Concrete Conveyor (Rotec or Bidwell Type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Spreader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer; Curb and Gutter Machine; Roller (Over 5 Ton); Shouldering Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Forklift (Machinery Moving or Steel Erection); Manhoist or Elevator; Material or Stack Hoist; Trencher; Sideboom; Hydro-Blaster (10,000 PSI or Over); Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment	30.42	16.41	46.83
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Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Roller (5 Tons or Under); Broom or Sweeper; Hoist (Tugger); Environmental Burner	30.63	6.37	37.00
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Crusher, Screening or Wash Plant; Air, Electric or Hydraulic Jacking System; Air Compressor (400 CFM or Over); Generator (150 KW or Over); Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (With or Without Attachments); Robotic Tool Carrier (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	30.63	8.93	39.56
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Oiler; Forklift	27.19	16.57	43.76
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Gas or Utility Pipeline, Except Sewer and Water (Primary Equipment)	32.71	18.53	51.24
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Gas or Utility Pipeline, Except Sewer and Water (Secondary Equipment)	28.12	16.40	44.52
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Future Increase(s): Add \$1.60/hr on 6/1/2010; Add \$1.60/hr on 6/1/2011.			
Fiber Optic Cable Equipment	37.05	3.69	40.74
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**LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION**

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

**Fringe Benefits Must Be Paid On All Hours Worked**

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	14.00	0.00	14.00
Carpenter	27.51	13.46	40.97
Cement Finisher	28.67	14.28	42.95
Future Increase(s): Add \$1.55 on 6/1/10; Add \$1.00 6/1/11.			
Electrician	23.71	12.17	35.88
Fence Erector	11.00	0.00	11.00
Ironworker	30.30	15.71	46.01
Line Constructor (Electrical)	34.57	14.43	49.00
Painter	20.85	7.34	28.19
Pavement Marking Operator	23.46	9.45	32.91
Piledriver	28.01	13.46	41.47
Rofer or Waterproofer	28.85	10.06	38.91
Teledata Technician or Installer	21.08	5.52	26.60
Tuckpointer, Caulker or Cleaner	31.48	11.46	42.94
Underwater Diver (Except on Great Lakes)	33.00	13.26	46.26
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	30.34	16.68	47.02
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	37.16	14.82	51.98
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.66	12.78	40.44
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	22.47	11.78	34.25
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.00	12.11	33.11

**TRUCK DRIVERS**

Single Axle or Two Axle	22.25	15.22	37.47
Three or More Axle	17.50	12.16	29.66
Articulated, Euclid, Dumptor, Off Road Material Hauler	30.89	17.16	48.05
Future Increase(s): Add \$1.80/hr on 5/31/2010.			
Pavement Marking Vehicle	19.25	10.84	30.09
Shadow or Pilot Vehicle	22.25	15.22	37.47
Truck Mechanic	17.50	12.16	29.66

**LABORERS**

General Laborer	24.08	12.73	36.81
Landscaper	15.50	6.55	22.05
Flagperson or Traffic Control Person	17.11	13.85	30.96
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	21.49	3.11	24.60
Railroad Track Laborer	18.00	1.19	19.19

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

Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Feet or Over	31.97	17.35	49.32
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**Fringe Benefits Must Be Paid On All Hours Worked**

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Future Increase(s): Add \$1.85/hr on 6/1/10; Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13. Premium Pay: For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 175 Feet or Under; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Pile Driver; Dredge (Not Performing Work on the Great Lakes)	31.47	17.35	48.82
Future Increase(s): Add \$1.85/hr on 6/1/10; Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13. Premium Pay: For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self Propelled or Tractor Drawn) 5 cu yards or more capacity; Concrete Pump, Grout Pump or Concrete Conveyor (Rotec or Bidwell Type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Spreader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer; Curb and Gutter Machine; Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Trencher; Post Hole Digger or Driver; Tug or Launch (Not Performing Work on the Great Lakes)	30.89	17.16	48.05
Future Increase(s): Add \$1.80/hr on 5/31/2010.			
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Environmental Burner	22.90	18.16	41.06
Oiler; Crusher, Screening or Wash Plant; Air Compressor; Generator; Pump (3 Inch or Over) or Well Points; Forklift; Skid Steer Loader (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	30.42	17.35	47.77
Future Increase(s): Add \$1.85/hr on 6/1/10; Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13. Premium Pay: For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Fiber Optic Cable Equipment	37.05	3.69	40.74

**HEAVY EQUIPMENT OPERATORS  
ASPHALT PAVEMENT OR OTHER WORK**

Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Feet or Over	30.97	16.60	47.57
Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 175 Feet or Under; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig;	35.56	17.50	53.06

**Fringe Benefits Must Be Paid On All Hours Worked**

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Pile Driver; Dredge (Not Performing Work on the Great Lakes) Future Increase(s): Add \$2.10/hr on 6/1/10; Add \$2.10/hr on 6/1/11. Premium Pay: Crane Operators with CCO certification add \$.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater.			
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self propelled or Tractor Drawn) 5 cu yards or more capacity; Concrete Breaker (Manual or Remote); Power Subgrader; Concrete Grinder or Planing Machine; Concrete Slipform Placer; Curb and Gutter Machine; Asphalt Plant; Asphalt Paver; Asphalt Screed; Asphalt Milling Machine; Roller (Over 5 Ton); Shouldering Machine; Trencher; Post Hole Digger or Driver Future Increase(s): Add \$1.80/hr on 5/31/2010.	30.89	17.16	48.05
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Roller (5 Ton or Under); Broom or Sweeper; Environmental Burner	22.90	18.16	41.06
Oiler; Crusher, Screening or Wash Plant; Air Compressor; Generator; Pump (3 Inch or Over) or Well Points; Forklift; Skid Steer Loader (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor Future Increase(s): Add \$1.80/hr on 5/31/2010.	28.82	17.16	45.98
Fiber Optic Cable Equipment	37.05	3.69	40.74

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place on the site of the project. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and most subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-2832.

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

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

Any contractor, subcontractor or agent thereof, who fails to pay the prevailing wage rate determined by the department under sub.(3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor determined under sub.(3), shall be liable to any affected employe in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional equal amount as liquidated damages. An action to recover the liability may be maintained in any court of competent jurisdiction by any employe for and in behalf of that employe and other employes similarly situated. No employe may be a party plaintiff to any such action unless the employe consents in writing to become such a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

**Consolidated List of Debarred Contractors  
Prepared and Issued By  
State of Wisconsin  
Department of Workforce Development**

January 1, 2009

This list has been prepared in accordance with the provisions of s. 66.0903(12) and s. 103.49(7), Stats. and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project. No state agency or local governmental unit may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Julie Eckenwalder, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3148. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Bechitsao, Joel	See Tri-State Traffic Services, Inc.					
Custom Heating & Air LLC	283 Tony Lane Green Bay, WI 54304	12/1/06	11/30/09	1, 2 and 4	2003 to 2004	None
D. C. Nevels Trucking, Inc. or D. C. Nevels Trucking	3246 North Sherman Blvd. Milwaukee, WI 53216	6/1/05	5/31/08	1, 2 and 4	2000- 2002	None
Gibraltar Construction LLC	N60 W15080 Bobolink Ave. Menomonee Falls, WI 53051	12/1/06	4/30/07	1	2005	None
HGI Painting	P. O. Box 3481 Janesville, WI 53545	11/1/04	10/31/07	1, 2 and 4	2001, 2002 and 2003	None
Hedding, Matt	See HGI Painting	11/1/04	10/31/07	1, 2 and 4	2001, 2002 and 2003	None
Joseph Stoller Company	N8426 Hwy 42 Algoma WI 54201	2/1/2007	1/31/2010	1 and 2	2004 and 2005	None

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Keiver, David	See Custom Heating & Air LLC	12/1/06	11/30/09	1, 2 and 4	2003 and 2004	None
Maria, Steve	See Gibraltar Construction LLC					
Nevels, Betty	See D. C. Nevels Truckng, Inc.					
Nevels, Donald	See D. C. Nevels Trucking, Inc.					
Rick's Painting & Drywall	P. O. Box 2316 Eagle River, WI 54521	3/1/03	2/28/06	1	5/8/00 to 4/30/01	None
Stoller Enterprises LLC	N8426 Hwy 42 Algoma, WI 54201-9552	2/1/2007	1/31/2010	1 and 2	2005 to 2006	None
Stoller, Joseph	See Joseph Stoller Company					
Stoller, Patrick J.	See Stoller Enterprises LLC					
Strobel Construction, Inc..	P. O. Box 2316 Eagle River, WI 54521	3/1/03	2/28/06	1	5/8/00 to 4/30/01	None
Strobel, Diane	See Strobel Construction, Inc.					
Strobel, Rick	See Strobel Construction, Inc.					
Tri-State Traffic Services, Inc.	12555 West Burleigh Road #3 Brookfield, WI 53005	12/1/06	11/30/07	1, 2 and 4	2003- 2004	None

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

**3. Equal partner benefits compliance**

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, equal benefits compliance payment certification in form as hereinafter set forth in this section. Certification affirms that all persons employed by contractor or by any of contractor’s subcontractors on such contract have has complied fully with the requirements of Chapter 25.016 “Equal Benefits Requirement” of the Dane County Ordinances. A copy of the certification form is included in this section.

**Dane County Equal Benefits Compliance  
Payment Certification Form**

**Purpose**

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

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

**Certification**

I \_\_\_\_\_ certify that  
\_\_\_\_\_ (include contractor’s  
name) has complied fully with the requirements of Chapter 25.016 of the Dane County Ordinances “Equal Benefits Requirements”.

Signed \_\_\_\_\_

Date \_\_\_\_\_

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

SECTION 01000  
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. Alternates
  6. Coordination
  7. Cutting and Patching
  8. Conferences
  9. Progress Meetings
  10. Submittal Procedures
  11. Proposed Products List
  12. Shop Drawings
  13. Product Data
  14. Samples
  15. Manufacturers' Instructions
  16. Manufacturers' Certificates
  17. Quality Assurance / Quality Control of Installation
  18. References
  19. Interior Enclosures
  20. Protection of Installed Work
  21. Parking
  22. Staging Areas
  23. Occupancy During Construction and Conduct of Work
  24. Protection
  25. Progress Cleaning
  26. Products
  27. Transportation, Handling, Storage and Protection
  28. Product Options and Substitutions
  29. Starting Systems
  30. Demonstration and Instructions
  31. Contract Closeout Procedures
  32. Final Cleaning
  33. Adjusting
  34. Operation and Maintenance Data
  35. Record Drawings

## 1.2 SUMMARY OF THE WORK

- A. Project Description: Provide an extension to an existing pre-engineered metal building and concrete slab. Building extension to be 36' x 30'-8" with roof line to match existing building. Shall include one rollup door, two man doors and exhaust louvers. All walls and ceiling shall have 6" of faced batt insulation.
- B. Work by Owner: Obtain Minor Alteration to SIP zoning language through City of Madison Planning.
- C. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work and facility occupancy. This includes, but is not limited to obtaining a building permit from the City of Madison.

## 1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by others and work by Owner.
- B. Smoking is not allowed within 100' of 8" gas line.
- C. Owner has an all-terrain Lull forklift. Contractor may use this piece of equipment during construction if Contractor signs a Dane County waiver.

## 1.4 APPLICATIONS FOR PAYMENT

- A. Submit two (2) copies 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: Bi-weekly or monthly.

## 1.5 ALTERNATES

- A. Schedule of Alternates: there are no alternates proposed for this project.

## 1.6 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.

#### 1.7 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.

#### 1.8 CONFERENCES

- A. Dane County Department Public Works, Highway & Transportation will schedule a preconstruction conference after Award of Contract for all affected parties.
- B. When required in individual Specification section, convene a pre-installation conference at project site prior to commencing work of the section.

#### 1.9 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) days to those affected by decisions made.

#### 1.10 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.

1.11 PROPOSED PRODUCTS LIST

- A. Within seven (7) 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.

1.12 SHOP DRAWINGS

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

1.13 PRODUCT DATA

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

1.14 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 Engineer's selection.

1.15 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.

1.16 MANUFACTURERS' CERTIFICATES

- A. When specified in individual Specification sections, submit manufacturers' certificate to Public Works Project Engineer 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.

1.17 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.

#### 1.18 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 Engineer before proceeding.

#### 1.19 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.

#### 1.20 PROTECTION OF INSTALLED WORK

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

#### 1.21 PARKING

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

#### 1.22 STAGING AREAS

- A. Coordinate staging areas with Public Works Project Manager prior to starting the Work.
- B. Space for use as staging areas and storage of materials is available on-site. Each Contractor shall be responsible for safety of equipment and materials that are stored on site.

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

- A. Landfill facility will be occupied during period when the Work is in progress. Work may be done during normal business hours (7:00 am to 3:00 pm Monday – Friday 8:00 am to 11 am Saturday), but confer with Owner, schedule work, and store materials so as to interfere as little as possible with normal use of premises.
  - 1. Contractor can make adjustment to work hours with the Owner's consent.
- B. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.

- C. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this contract is to be performed.
- D. 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. Coordinate with Owner if generators must be shut down. 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.
- E. 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.

#### 1.24 PROTECTION

- A. Contractor shall protect from injury all trees, shrubs, hedges, walks and driveways and pay for any damage to same resulting from insufficient or improper protection.
- B. Guard Light: Contractor shall provide and maintain guard lights at all barricades, railings, obstructions in streets, roads or sidewalks and at all trenches adjacent to public walks or roads.

#### 1.25 PROGRESS CLEANING

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

#### 1.26 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.

#### 1.27 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

#### 1.28 PRODUCT OPTIONS & SUBSTITUTIONS

- A. Where definite material is specified, it is not the intention 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 Engineer for approval at least five (5) days prior to Bid Opening.
- B. Products and materials that are not specified, but have been approved for use by Public Works Project Engineer shall be identified in addenda to all bidding contractors.
- C. Requests for material or product substitutions submitted after Bid Opening may be considered up to seven (7) days after acceptance of lowest responsible bidder. Public Works Engineer reserves right to approve or reject substitutions based on Specification requirements and intended use.
- D. Document each request with complete data substantiating compliance of proposed Substitution with Construction Documents.
- E. Substitutions shall not change contract price established at Bid Opening.

#### 1.29 STARTING SYSTEMS

- A. Ensure that each piece of equipment or system is ready for operation.
- B. Submit written report that equipment or system has been properly installed and is functioning correctly.

#### 1.30 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.

#### 1.31 CONTRACT CLOSEOUT PROCEDURES

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

#### 1.32 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.

B. Clean interior and exterior surfaces exposed to view.

C. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.33 ADJUSTING

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

1.34 OPERATION AND MAINTENANCE DATA

A. Provide operation and maintenance data for all mechanical and electrical equipment supplied and installed in project.

1.35 RECORD DRAWINGS

A. Contractor-produced Drawings shall remain property of Contractor whether Project for which they are made is executed or not. Contractor shall furnish Public Works Project Manager with one set of record drawings in AutoCAD 2007 (or lower) or manually drafted format.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01508

### 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

##### 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 Engineer and Architect / Engineer, 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 Engineer 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. Fluorescent Lamps.
  4. Foam Insulation & Packaging (extruded and expanded).
  5. PVC Plastic (pipe, siding, etc.).
  6. Asphalt & Concrete.
  7. Bricks & Masonry
  8. Corrugated Cardboard.
  9. Metal.
  10. Carpet Padding.
  11. Gypsum Drywall.
  12. Shingles.
  13. Barrels & Drums.
  14. 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](http://www.countyofdane.com) has recycling symbol (link) near top of page that lists current information for Dane County Recycling Markets. Contractors can also contact Dane County's Recycling Manager at 608/267-8815, or local city, village, town recycling staff listed in above referenced web site. Statewide listings of recycling / reuse markets at available from Wisconsin Department of Natural Resources, [www.dnr.state.wi.us/org/aw/wm/markets](http://www.dnr.state.wi.us/org/aw/wm/markets).

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: _____
Glass	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Wood	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Wood Pallets	_____ units	_____ Recycled	_____ Reused	Name: _____
Fluorescent Lamps	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Foam Insulation	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Asphalt & Concrete	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Bricks & Masonry	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
PVC Plastic	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Corrugated Cardboard	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Metals	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Carpet Padding	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Gypsum / Drywall	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____

Shingles	_____ cu. yds. _____ tons	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Barrels & Drums	_____ units	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Solvents	_____ gallons	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 03100

### CONCRETE FORMS AND ACCESSORIES

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Formwork for cast-in place concrete.
  - 2. Shoring, bracing, and anchorage.
  - 3. Form accessories.
  - 4. Form stripping.
  
- B. Related Sections:
  - 1. Section 03200 - Concrete Reinforcement.
  - 2. Section 03300 - Cast-in-Place Concrete.
  - 3. Section 03350 - Concrete Finishing

##### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.
  - 2. ACI 347 - Guide to Formwork for Concrete.
  
- B. The Engineered Wood Association:
  - 1. APA/EWA PS 1 - Voluntary Product Standard for Construction and Industrial Plywood.
  
- C. West Coast Lumber Inspection Bureau:
  - 1. WCLIB - Standard Grading Rules for West Coast Lumber.

#### PART 2 PRODUCTS

##### 2.1 WOOD FORM MATERIALS

- A. Form Materials: At discretion of Contractor.
  
- B. Lumber Forms:
  - 1. Application: Use for edge forms and unexposed finish concrete.
  - 2. Boards: 6 inches or 8 inches in width, shiplapped or tongue and groove, "Standard" Grade Douglas Fir, conforming to WCLIB Standard Grading Rules for West Coast Lumber. Surface boards on four sides.
  
- C. Plywood Forms:
  - 1. Application: Use for exposed finish concrete.

2. Forms: Conform to PS 1; full size 4 x 8 feet panels; each panel labeled with grade trademark of APA/EWA.
3. Plywood where "Smooth Finish" is required, as indicated on Drawings: APA/EWA "HD Overlay Plyform Structural I Exterior" grade, minimum of 3/4 inch thick.

## 2.2 PREFABRICATED FORMS

- A. Furnish materials in accordance with Dane County Public Work's standards.

## PART 3 EXECUTION

### 3.1 SITE PREPARATION

- A. Contractor is responsible for all excavation and civil site work necessary for this work. Contractor is responsible for locating and avoiding all existing buried utilities. Several utilities are buried near this area.
- B. Notify Owner if inadequate subgrade materials are discovered during civil site work.
- C. If inadequate subgrade materials are discovered, Owner will supply adequate materials. Contractor shall place Owner-supplied materials, and this additional work will be paid as a Change Order.

### 3.2 EXAMINATION

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

### 3.3 INSTALLATION

- A. Formwork - General:
  1. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
  2. Carefully verify horizontal and vertical positions of forms. Correct misaligned or misplaced forms before placing concrete.
  3. Complete wedging and bracing before placing concrete.
- B. Erect formwork, shoring, and bracing to achieve design requirements, in accordance with requirements of ACI 301.
- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.

### 3.4 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.

- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces are indicated to receive applied coverings that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.
- D. Reuse and Coating of Forms: Thoroughly clean forms and reapply form coating before each reuse. For exposed work, do not reuse forms with damaged faces or edges. Apply form coating to forms in accordance with manufacturer's specifications. Do not coat forms for concrete indicated to receive "scored finish". Apply form coatings before placing reinforcing steel.

### 3.5 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
- C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

### 3.6 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads and removal has been approved by Project Engineer.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.
- D. Leave forms in place for minimum number of days as specified in ACI 347.

### 3.7 FIELD QUALITY CONTROL

- A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.
- B. Notify Project Engineer after placement of reinforcing steel in forms, but prior to placing concrete for inspection.
- C. Schedule concrete placement to permit formwork inspection before placing concrete.

END OF SECTION

## SECTION 03200

### CONCRETE REINFORCEMENT

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Note: Reinforcement for this slab was designed based on the equipment this slab will carry and based on the assumed loads of the building expansion. Contractor is responsible for verifying that the concrete slab design is adequate to handle the building loads. Contractor is also responsible for coordinating how the building will be anchored to the slab.
- B. Section Includes:
  - 1. Reinforcing bars.
  - 2. Reinforcement accessories.
  - 3. Poly Fiber Additive
- C. Related Sections:
  - 1. Section 03100 - Concrete Forms and Accessories.
  - 2. Section 03300 - Cast-in-Place Concrete.
  - 3. Section 03350 - Concrete Finishing: Reinforcement for concrete floor toppings.
  - 4. Section 13121 – Pre-Engineered Buildings: Building anchors embedded in concrete.

##### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.

##### 1.3 SUBMITTALS

- A. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel.

##### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.

#### PART 2 PRODUCTS

##### 2.1 REINFORCEMENT

- A. Reinforcing Steel: Grade 60 rebar standard # 4 bars

## 2.2 ACCESSORY MATERIALS

- A. Tie Wire: 17 gauge bar ties.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement.
- C. Building Anchors: As specified by Contractor's building design Engineer.

## PART 3 EXECUTION

### 3.1 PLACEMENT

- A. Install 10 mil polyethylene vapor barrier under slabs on grade in accordance with ASTM E1643. Lap joints minimum 6 inches and seal watertight by taping edges and ends.
- B. Do not displace, puncture, or damage 10 mil vapor barrier.
- C. Repair vapor barrier damaged during placement of concrete reinforcing. Repair with vapor barrier material; lap over damaged areas minimum 6 inches and seal watertight.
- D. Place, support, and secure #4 reinforcement bars, grade 60, against displacement at 12" on center both ways.
- E. Place, support, and secure 6 - #4 reinforcement bars, grade 60, around perimeter lapped 12" minimum.
- F. Place anchors as specified by contractor's building design Engineer.

END OF SECTION

## SECTION 03300

### CAST-IN-PLACE CONCRETE

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes cast-in-place concrete for the following:
  - 1. Slabs on grade.
  
- B. Related Sections:
  - 1. Section 03100 - Concrete Forms and Accessories
  - 2. Section 03200 - Concrete Reinforcement.
  - 3. Section 03350 - Concrete Finishing.

##### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.
  - 2. ACI 306.1 - Standard Specification for Cold Weather Concreting.
  
- B. ASTM International:
  - 1. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
  - 2. ASTM C150 - Standard Specification for Portland Cement.
  - 3. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
  - 4. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
  - 5. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
  - 6. ASTM E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.

##### 1.3 SUBMITTALS

- A. Design Data:
  - 1. Submit concrete mix design to meet 4000 psi test after 28 days.
  - 2. Identify mix ingredients and proportions, including admixtures.

##### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.
  
- B. Acquire cement and aggregate from one source for Work.
  
- C. Conform to ACI 306.1 when pouring concrete during cold weather.

##### 1.5 ENVIRONMENTAL REQUIREMENTS

- A. Maintain concrete temperature and adjacent surfaces after installation at minimum 45 degrees F for minimum 5 days.

## PART 2 PRODUCTS

### 2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type IA - Air Entraining; ASTM C595.
- B. Water: Clean and not detrimental to concrete.

### 2.2 ADMIXTURES

- A. Air Entrainment: ASTM C260.

### 2.3 ACCESSORIES

- A. Concrete Reinforcing Fibers: ASTM C1116, high strength industrial-grade fibers specifically engineered for secondary reinforcement of concrete.
  - 1. Poly fibers at 3#/CU.YD.

### 2.4 CONCRETE MIX

- A. Mix and deliver concrete in accordance with ASTM C94/C94M, 4000 PSI at 28 days, 3-4" slump and 6% +/- 1.5% air entrainment.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify requirements for concrete cover over reinforcement.
- B. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

### 3.2 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301.
- B. Notify Project Engineer minimum 24 hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts, and formed expansion and contraction joints are not disturbed during concrete placement.

### 3.3 CONCRETE FINISHING

- A. Finish concrete floor surfaces with smooth trowel in accordance with ACI 301.
- B. Final finish to be fine hair brush. Review with Project Engineer before pouring.

### 3.4 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
  - 1. Protect concrete footings from freezing for minimum 5days.

- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Cure floor surfaces in accordance with ACI 301.
- D. Two heavy coats of Cure “n” Seal or equal.

### 3.5 FIELD QUALITY CONTROL

- A. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
- B. Project Engineer may ask for concrete test cylinders. Owner is responsible for all costs associated with this testing.
- C. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.
  - 1. Assist Project Engineer in testing of concrete.

### 3.6 PATCHING

- A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- C. Patch imperfections as directed by Engineer in accordance with ACI 301.

### 3.7 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

END OF SECTION

SECTION 03350  
CONCRETE FINISHING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Finishing concrete floors.
  - 2. Floor surface treatment.
- B. Related Sections:
  - 1. Section 03300 - Cast-in-Place Concrete:

1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.

1.4 COORDINATION

- A. Coordinate the Work with concrete floor placement and concrete floor curing.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Temporary Heat: Ambient temperature of 40 degrees F minimum.

PART 2 EXECUTION

2.1 EXAMINATION

- A. Verify floor surfaces are acceptable to receive the Work of this section.

2.2 FLOOR FINISHING

- A. Finish concrete floor surfaces in accordance with ACI 301.
- B. Final finish to be fine hairbrush. Review with Project Engineer before pouring.
- C. Saw cuts 1 ½" deep, fill with self-leveling Polyurethane Caulk.

END OF SECTION

## SECTION 13121

### PRE-ENGINEERED BUILDINGS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes pre-engineered, shop fabricated structural steel building frame; insulated metal wall and sloped roof system; exterior doors; overhead doors; and installation of reused louvers. Build building on expanded concrete slab and adjacent to existing buildings, electrical generation equipment, and accessories. Protect existing Work and electric generation equipment during all phases of Work.
- B. Contractor must remove a portion of the existing generator building's South wall.
- C. Roofline and color of expansion must match existing building.
- D. Drawings of the existing building are available, upon request.
- E. The building will not be heated by dedicated HVAC equipment. However, it will be maintained above freezing due to the natural heat of the landfill gas in the pipes, the heat of the generators operating, and the insulated walls.

##### 1.2 REFERENCES

- A. ASTM International:
  - 1. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
  - 2. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
  - 3. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- B. American Welding Society:
  - 1. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.
- C. SSPC: The Society for Protective Coatings:
  - 1. SSPC - Steel Structures Painting Manual.

##### 1.3 SYSTEM DESCRIPTION

- A. Clear span.
- B. Bay Spacing: As required for structural design. Coordinate with location of doors, louvers, utilities, and other wall penetrations.

- C. Primary Framing: Rigid frame of rafter beams and columns and wind bracing.
- D. Secondary Framing: As recommended by building engineer.
- E. Wall System: Preformed metal panels of vertical profile, insulation with reinforced vinyl facing, and accessory components.
- F. Roof System: Preformed metal panels of upslope profile, insulation with reinforced vinyl facing, and accessory components.
- G. Roof Slope: At least 1/2 inch in 12 inches.

#### 1.4 DESIGN REQUIREMENTS

- A. Provide Wall System and Roof System with minimum 6" of reinforced vinyl faced batt insulation
- B. Design building to withstand the deadloads of the building, equipment, and accessories, as well as all other loads required in accordance with State of Wisconsin Building Code.
- C. There is an existing 8" schedule 10 gas pipe. This pipe weighs 13.7lb ft. There are also the following electrical conduits inside the west face of this expansion: three 1" pipes, two 1-1/2" pipes, and two 2" pipes. Contractor must hang these eight pipes from the roof of the new expansion, so this expansion must be designed to handle this loading.
- D. Provide drainage to exterior for water entering or condensation occurring within wall or roof system.
- E. Permit movement of components without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subject to temperature range of -40 to 110 degrees F.
- F. Size and fabricate wall and roof systems free of distortion or defects detrimental to appearance or performance.

#### 1.5 PERFORMANCE REQUIREMENTS

- A. Conform to Wisconsin Building Code for submission of design calculations and drawings, approved by a registered engineer, as required for acquiring permits.
- B. Cooperate with regulatory agency or authority and provide data as requested by authority having jurisdiction.
- C. Provide components of each type from one manufacturer compatible with adjacent materials.

## 1.6 SUBMITTALS

- A. Shop Drawings: Indicate assembly dimensions, locations of structural members, connections; wall and roof system dimensions, panel layout, general construction details, anchorages and method of anchorage; framing anchor bolt settings, sizes, and locations from datum; indicate welded connections with AWS A2.4 welding symbols; indicate net weld lengths; provide professional seal and signature.
- B. Product Data: Submit data on structural members, profiles, component dimensions, fasteners, and performance characteristics.
- C. Samples: Submit two samples of precoated metal panels for each color selected, 4x4 inch in size illustrating color and texture of finish.
- D. Manufacturer's Instructions: Submit preparation requirements and anchor bolt placement.
- E. Erection Drawings: Indicate members by label, assembly sequence, and temporary erection bracing.

## 1.7 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of concealed components and utilities. Indicate any changes to construction on as-built drawings.

## 1.8 QUALITY ASSURANCE

- A. Insulation Installed in Exposed Locations Surface Burning Characteristics: 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- B. Perform Work in accordance with State of Wisconsin standards.

## 1.9 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Erector: Company specializing in performing Work of this section with minimum two years experience, approved by manufacturer.
- C. Design structural components, develop shop drawings, and perform shop and site work under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of Wisconsin.

## 1.10 PRE-INSTALLATION MEETINGS

- A. Convene minimum one week prior to commencing work of this section.

## 1.11 WARRANTY

- A. Furnish ten year warranty to include coverage for exterior pre-finished surfaces color coat against chipping, cracking or crazing, blistering, peeling, chalking, or fading.

## PART 2 PRODUCTS

### 2.1 PRE-ENGINEERED BUILDINGS

- A. Manufacturers:
  1. Star Building
  2. Nucor
  3. A&S Buildings is approved
  4. Metallic Building Company is approved
  5. Substitutions: As approved by Project Manager.

### 2.2 COMPONENTS - FRAMING

- A. As recommended by building designer.

### 2.3 COMPONENTS - WALL AND ROOF SYSTEM

- A. Sheet Steel Stock: R panel, 26 gauge steel. Wall Panels will have Kynar or baked on enamel finish, color chosen by Owner to match existing generator building. Roof panels will have uncolored Galvalume finish.
- B. Insulation: Fiberglass Batt, faced with reinforced white vinyl, minimum 6 inches thick.
  1. Manufacturers
    - GBP Silvercote
    - Thermal Design, Simple Saver System
    - Substitutions: As approved by Project Manager
- C. Joint Seal Gaskets: Manufacturer's standard type.
- D. Fasteners: Manufacturer's standard type, galvanized, finish to match adjacent surfaces when exterior exposed.
- E. Bituminous Paint: Asphaltic type.
- F. Sealant: Manufacturer's standard, non-staining, elastomeric, skinning.
- G. Base trim, finish trim at all exterior corners and door openings, eave and rake trim, closure pieces, caps, flashings: Same material, thickness and finish as exterior sheets; brake formed to required profiles.

## 2.4 COMPONENTS - METAL DOORS AND FRAMES

### A. Doors and Frames:

1. One new 3'-7" pre-hung, heavy duty insulated steel service door, color chosen by owner, with weather stripping and Schlage D-series door knob and lock, or equal.
2. One single man door and frame to be removed from existing building's south wall and re-installed in new expansion's south wall.
3. One new double man door. Each door 3'-7" pre-hung, heavy duty insulated steel service door, color chosen by owner, with weather stripping and Schlage D-series door knob and lock, or equal.

## 2.5 COMPONENTS - OVERHEAD DOORS

- A. One 10'x10' insulated coiling door, with weather stripping and electric operation opening device. Contractor must connect this door to the building's electrical service.

**Note:** When opened, this doors must coil or roll up. They must not travel along the ceiling, like a typical garage door.

### B. Manufacturers:

1. Clopay: Model 155
2. Trac-Rite: Model 955
3. Substitutions: As approved by Project Manager.

## 2.6 FABRICATION - FRAMING

- A. Fabricate members in accordance with AISC Specification for plate, bar, tube, or rolled structural shapes.
- B. Anchor Bolts: Formed with straight shank, assembled with template for casting into concrete.
- C. Provide framing for door openings, louvers, and pipe supports.

## 2.7 FABRICATION - WALL AND ROOF SYSTEMS

- A. Siding and Roofing: Minimum 26 gauge metal thickness, ribbed profile, screwed with gaskets.
- B. Girts/Purlins: Rolled formed structural shape to receive siding and roofing sheet.
- C. Internal and External Corners: Same material thickness and finish as adjacent material, profile brake formed to required angles.
- D. Expansion Joints: Same material and finish as adjacent material where exposed, manufacturer's standard brake formed type, of profile to suit system.
- E. Flashings, Closure Pieces, Fascia, Infills, and Caps: Same material and finish as adjacent material, profile to suit system.

- F. Fasteners: To maintain load requirements and weather tight installation, same finish as cladding, non-corrosive type.

## 2.8 FACTORY FINISHING

- A. Framing Members: Clean, prepare, and prime to SSPC Manual requirements. Do not prime surfaces to be field welded.
- B. Galvanizing for Nuts, Bolts and Washers: ASTM A153/A153M.
- C. Vapor Retarder at Interior Face of Insulation: Sheet vinyl, white.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify foundation, floor slab, mechanical and electrical utilities, and placed anchors are in correct position.

### 3.2 ERECTION - FRAMING

- A. Protect existing Work and electric generation equipment during all phases of Work.
- B. Erect framing in accordance with AISC Specification.
- C. Contractor is responsible for anchoring the building to the new and existing slabs. Install anchors as directed by contractor's building engineer. Coordinate anchor locations with thickened areas of existing slab.
- D. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing. Locate braced bays as indicated on building engineer Drawings.
- E. Set column base plates with non-shrink grout to achieve full plate bearing.
- F. Do not field cut or alter structural members without approval of Architect/Engineer.
- G. After erection, prime welds, abrasions, and surfaces not shop primed.
- H. Install Work in accordance with State of Wisconsin standards.

### 3.3 ERECTION - WALL AND ROOFING SYSTEMS

- A. Protect existing Work and electrical generation equipment during all phases of Work.
- B. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.

- C. Fasten cladding system to structural supports, aligned level and plumb.
- D. Locate end laps over supports. End laps minimum 2 inches. Place side laps over bearing.
- E. Install expansion joints where indicated on Drawings.
- F. Use exposed fasteners.
- G. Attach insulation and vapor retarder to framing members.
- H. Install sealant and gaskets to prevent weather penetration. Building must be weather tight.

#### 3.4 ERECTION – ACCESSORIES

- A. Protect existing Work and electric generation equipment during all phases of Work.
- B. Install door frames; doors; and overhead door level and plumb.
- C. Seal wall and roof accessories watertight with sealant, as recommended by building designer.

#### 3.5 ERECTION TOLERANCES

- A. Framing Members: 1/4 inch from level; 1/8 inch from plumb.
- B. Siding and Roofing: 1/8 inch from indicated position. Erected to prevent ponding of water.

END OF SECTION