

RFB NO. 315051



CONSTRUCTION DOCUMENTS PROJECT MANUAL

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

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

REQUEST FOR BIDS NO. 315051 CCB ELEVATOR MODERNIZATION NO. 1-4 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR. BLVD. MADISON, WISCONSIN

Due Date / Time: **TUESDAY, MARCH 8, 2016 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

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

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

J. ERIC URTE, AIA - PROJECT MANAGER

TELEPHONE NO.: 608/266-4798

FAX NO.: 608/267-1533

E-MAIL: urtes.eric@countyofdane.com

TABLE OF CONTENTS FOR RFB NO. 315051

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

- Project Manual Cover Page
- Table of Contents
- Advertisement for Bids (Legal Notice)
- Instructions to Bidders
- Bid Form
- Best Value Contracting Application
- Fair Labor Practices Certification
- Sample Public Works Contract
- Sample Bid Bond
- Sample Performance Bond
- Sample Payment Bond
- Equal Benefits Compliance Payment Certification
- General Conditions of Contract
- Supplementary Conditions (including Prevailing Wage Determination)

DIVISION 01 - GENERAL REQUIREMENTS

- 01 00 00 - Basic Requirements
- 01 74 19 – Recycling

DIVISION 14 - GENERAL REQUIREMENTS

- 14 21 00 – Electrical Elevator Alterations

DRAWINGS

- Sheet 1 – ELEVATOR HOISTWAY (DATED 12/12/2015)
- Sheet 2 - ELEVATOR MACHINE ROOM (DATED 12/12/2015)

LEGAL NOTICE

INVITATION TO BID

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

2:00 P.M., TUESDAY, MARCH 8, 2016

REQUEST FOR BIDS NO. 315051

CCB ELEVATOR MODERNIZATION NO. 1-4

210 MARTIN LUTHER KING JR. BLVD.

MADISON, WISCONSIN

Dane County is inviting Bids for the modernization of elevators at the City County Building. Only firms with capabilities, experience & expertise with similar projects should obtain this Request for Bids document & submit Bids.

Request for Bids document may be obtained after **2:00 p.m. on February 16, 2016** by downloading it from countyofdane.com/pwbids. Please call J. Eric Urtes, AIA - Project Manager, at 608/266-4798, or our office at 608/266-4018, for any questions or additional information.

All Bidders must be a registered vendor with Dane County & pay an annual registration fee & must be pre-qualified as a Best Value Contractor before award of Contract. Complete Vendor Registration Form at <https://www.danepurchasing.com/Account/Login?ReturnUrl=%2fvendor> or obtain one by calling 608/266-4131. Complete Pre-qualification Application for Contractors at countyofdane.com/pwht/BVC_Application.aspx or obtain one by calling 608/266-4029.

A pre-bid facility tour will be held February 23, 2016 at 10:00 a.m. at the City-County Building, starting in GA Level-Facilities Management Conference Room. Bidders are strongly encouraged to attend this tour.

PUBLISH: 2/16/2016 & 2/23/2016 - WISCONSIN STATE JOURNAL
2/16/2016 & 2/23/2016 - THE DAILY REPORTER

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

1. GENERAL.....	1
2. DRAWINGS AND SPECIFICATIONS	1
3. INTERPRETATION	2
4. QUALIFICATIONS OF BIDDER (CONTRACTOR AND SUBCONTRACTOR)....	2
5. BID GUARANTEE	3
6. WITHDRAWAL OF BIDS.....	3
7. CONTRACT FORM.....	3
8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS	3
9. EMERGING SMALL BUSINESS PROVISIONS	4
10. METHOD OF AWARD - RESERVATIONS	5
11. SECURITY FOR PERFORMANCE AND PAYMENTS	6
12. TAXES.....	6
13. SUBMISSION OF BIDS	6
14. SUBCONTRACTOR LISTING.....	7
15. ALTERNATE BIDS	7
16. INFORMATIONAL BIDS	7
17. UNIT PRICES.....	7
18. COMMENCEMENT AND COMPLETION	8
19. WORK BY OWNER	8
20. SPECIAL HAZARDS COVERAGE.....	8
FORM A	9
FORM B.....	10
FORM C.....	11
FORM D	12

1. GENERAL

- A. Before submitting Bid, bidder shall thoroughly examine all Construction Documents. Successful Bidder shall be required to provide all the Work that is shown on Drawings, set forth in Specifications, or reasonably implied as necessary to complete Contract for this project.
- B. Bidder shall visit site to become acquainted with adjacent areas, means of approach to site, conditions of actual site and facilities for delivering, storing, placing, and handling of materials and equipment.
- C. A **Pre-bid meeting is scheduled on Tuesday, February 23, 2016 at 10:00 a.m.** at the City-County Building (210 Martin Luther King Jr. Blvd., Madison Wisconsin), starting at GA Level-Facilities Management Conference Room. Attendance by all bidders is optional, however bidders and subcontractors are strongly encouraged to attend.
- D. Failure to visit site or failure to examine any and all Construction Documents will in no way relieve successful Bidder from necessity of furnishing any necessary materials or equipment, or performing any work, that may be required to complete the Work in accordance with Drawings and Specifications. Neglect of above requirements will not be accepted as reason for delay in the Work or additional compensation.

2. DRAWINGS AND SPECIFICATIONS

- A. Drawings and Specifications that form part of this Contract, as stated in Article 1 of General Conditions of Contract,, are enumerated in Document Index of these Construction Documents.

- B. Complete sets of Drawings and Specifications for all trades will be available to all Bidders, irrespective of category of work to be bid on, in order that all Bidders may be familiar with work of other trades as they affect their bid.

3. INTERPRETATION

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

4. QUALIFICATIONS OF BIDDER (CONTRACTOR AND SUBCONTRACTOR)

- A. Before award of Contract can be approved, Owner shall be satisfied that Bidder involved meets following requirements:
 - 1. Has completed at least one (1) project of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications.
 - 2. Maintains permanent place of business.
 - 3. Can be bonded for terms of proposed Contract.
 - 4. Has record of satisfactorily completing past projects[and supplies list of no more than three (3)most recent, similar projects, with architect or engineer's and owner's names, addresses and telephone numbers for each project. **Submit with Bid on Bid Date.** Criteria which will be considered in determining satisfactory completion of projects by bidder will include:
 - a. Completed contracts in accordance with drawings and specifications.
 - b. Diligently pursued execution of work and completed contracts according to established time schedule unless Owner grants extensions.
 - c. Fulfilled guarantee requirements of construction documents.
 - d. Is not presently on ineligible list maintained by County's Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements.
 - e. Authorized to conduct business in Wisconsin. By submitting Bid, bidder warrants that it has: complied with all necessary requirements to do business in State of Wisconsin; that persons executing contract on its behalf are authorized to do so; and, if corporation, that name and address of bidder's registered agent are as set forth in Contract. Bidder shall notify Owner immediately, in writing, of any change in its registered agent, their address, and bidder's legal status. For partnership, term "registered agent" shall mean general partner.
- B. County's Public Works Project Engineer will make such investigations as are deemed necessary to determine ability of bidder to perform the Work, and bidder shall furnish to

County's Public Works Project Engineer or designee all such information and data for this purpose as County's Public Works Project Engineer may request. Owner reserves right to reject Bid if evidence submitted by, or investigation of, bidder fails to satisfy Owner that bidder is responsible and qualified to carry out obligations of Contract and to complete the Work contemplated therein.

5. BID GUARANTEE

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

6. WITHDRAWAL OF BIDS

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

7. CONTRACT FORM

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

8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS

- A. In accordance with Wisconsin Statute 946.13, county official may not bid for or enter into any contract involving receipts or disbursements of more than \$15,000.00 in a year, in which they have private pecuniary interest, direct or indirect if at same time they are authorized to take official action with respect to making of this Contract. Any contract entered into in violation of this Statute is void and County incurs no liability thereon. This subsection does not affect application and enforcement of Wisconsin Statute 946.13 by state prosecutors in criminal courts of this state.

9. EMERGING SMALL BUSINESS PROVISIONS

- A. **Emerging Small Business Definition.** For purposes of this provision, ESB is defined as:
1. Independent business concern that has been in business minimum of one year;
 2. Business located in State of Wisconsin;
 3. Business comprised of less than twenty-five (25) employees;
 4. Business must not have gross sales in excess of three million dollars (\$3,000,000.00) over past three years; and
 5. Business does not have history of failing to complete projects.
- B. **Emerging Small Business (ESB) Involvement.** Bidder shall make good faith effort to award minimum of ten percent (10%) of the Work to ESBs. Bidder shall submit report to Dane County Contract Compliance Officer within ten (10) days after Bid Due Date demonstrating such efforts. Good faith efforts means significant contact with ESBs for purposes of soliciting bids from them. Failure to make or demonstrate good faith efforts will be grounds for disqualification.
- C. **Emerging Small Business Report.** Emerging Small Business Enterprise Report is to be submitted by Bidder in separate envelope marked "Emerging Small Business Report". This report is due by 2:00 p.m. following specified ten (10) days after Bid Due Date. Bidder who fails to submit Emerging Small Business Report shall be deemed not responsive.
- D. **ESB Goal.** Goal of this project is ten percent (10%) ESB participation. ESB utilizations are shown as percentage of total Bid. If Bidder meets or exceeds specified goal, Bidder is only required to submit Form A - Certification, and Form B - Involvement. Goal shall be met if Bidder qualifies as ESB.
- E. **Report Contents.** Following award of Contract, Bidder shall submit copies of executed contracts for all Emerging Small Businesses. Emerging Small Business Report shall consist of these:
1. Form A - Certification;
 2. Form B - Involvement;
 3. Form C - Contacts;
 4. Form D - Certification Statement (if appropriate); and
 5. Supportive documentation (i.e., copies of correspondence, telephone logs, copies of advertisements).
- F. **ESB Certification.** All contractors, subcontractors and suppliers seeking ESB certification must complete and submit Emerging Small Business Certification Application to Dane County Contract Compliance Program.
- G. **Certification Statement.** If ESB firm has not been certified by County as ESB prior to submittal of this Bid, ESB Report cannot be used to fulfill ESB goal for this project unless firm provides "Form D - Certification Statement". Certification statement must be completed and signed by ESB firm.

H. **Questions.** Questions concerning Emerging Small Business provisions shall be directed to:

Dane County Contract Compliance Officer
City-County Building, Room 421
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
608/266-5623

I. **Substituting ESBs.** In event of any significant changes in subcontract arrangements or if need arises to substitute ESBs, Bidder shall report such proposed changes to Contract Compliance Officer to making any official changes and request authorization to substitute ESB firm. Bidder further agrees to make every possible effort to replace ESB firm with another qualified ESB firm.

J. **Good Faith Efforts.** Good faith efforts can be demonstrated by meeting all of these obligations:

1. Selecting portions of the Work to be performed by ESBs in order to increase likelihood of meeting ESB goal including, where appropriate, breaking down Contract into smaller units to facilitate ESB participation.
2. Advertising in general circulation, trade associations and women / minority focus media concerning subcontracting opportunities.
3. Providing written notices to reasonable number of specific ESBs that their interest in Contract was being solicited in sufficient time to allow ESBs to participate effectively.
4. Following up on initial solicitations of interest by contacting ESBs within five (5) business days prior to Bid Due Date to determine with certainty whether ESB were interested, to allow ESBs to prepare bids.
5. Providing interested ESB with adequate information about Drawings, Specifications and requirements of Contract.
6. Using services of available minority, women and small business organizations and other organizations that provide assistance in recruitment of MBEs / WBEs / ESBs.
7. Negotiating in good faith with interested ESBs, not rejecting ESBs as unqualified without sound reason based on thorough investigation of their capabilities.
8. Submitting required project reports and accompanying documents to County's Contract Compliance Officer within twenty-four (24) hours after Bid Due Date.

K. **Appeals Disqualification of Bid.** Bidder who is disqualified may appeal to Public Works & Transportation Committee and Equal Opportunity Commission.

10. METHOD OF AWARD - RESERVATIONS

A. Following will be basis of award of Contract, providing cost does not exceed amount of funds then estimated by County as available to finance Contract(s):

1. Lowest dollar amount submitted by qualified responsible bidder on Base Bid for all work comprising project, combined with such additive Owner accepted alternates.

2. Owner reserves right to reject all bids or any bid, to waive any informality in any bid, and to accept any bid that will best serve interests of County.
3. Unit Prices and Informational Bids will not be considered in establishing low bidder.

11. SECURITY FOR PERFORMANCE AND PAYMENTS

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

12. TAXES

- A. Wisconsin Statute 77.54 (9m) allows building materials that become part of local unit government facilities to be exempt from sales & use tax. Vendors & materials suppliers may not charge Bidders sales & use tax on these purchases. This does not include highways, streets or roads. Any other Sales, Consumer, Use & other similar taxes or fees required by law shall be included in Bid.
- B. In accordance with Wisconsin Statute 71.80(16)(a), successful nonresident bidder, whether incorporated or not, and not otherwise regularly engaged in business in this state, shall file surety bond with State of Wisconsin Department of Revenue payable to Department of Revenue, to guarantee payment of income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld from wages of employees, together with any penalties and interest thereon. Amount of bond shall be three percent (3%) of Contract or subcontract price on all contracts of \$50,000 or more.

13. SUBMISSION OF BIDS

- A. All Bids shall be submitted on standard Bid Form bound herein and only Bids that are made on this Bid Form will be considered. Entire Bid Form and other supporting documents, if any, shall be removed or copied from Construction Documents, filled out, and submitted in manner specified hereinafter. Submit completed Bid Bond with Bid as well.

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

14. SUBCONTRACTOR LISTING

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

15. ALTERNATE BIDS

- A. Not Applicable

16. INFORMATIONAL BIDS

- A. Not Applicable

17. UNIT PRICES

- A. Provide unit prices where requested on Bid Form. Unit prices will include all costs for materials, labor, insurance, taxes, overhead and profit necessary to perform specified work. Estimated quantities are approximate only. Payment will be based upon actual quantities

placed, provided or installed. Failure to provide requested unit prices may result in rejection of entire Bid.

- B. Owner reserves right to accept or reject any unit prices as given in Bid.
- C. Bidder shall refer to Bid Form and applicable specification section to determine basis of unit measure and detailed information related to each unit price item requested.

18. COMMENCEMENT AND COMPLETION

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

19. WORK BY OWNER

- A. Work will be accomplished by Owner or will be let under separate contracts and will not be included under this Contract: Work by Owner (not included in the scope of Work by the Contractor) is outlined in Specification Section 14 21 00 (2.2 RELATED WORK PROVIDED BY OTHERS).

20. SPECIAL HAZARDS COVERAGE

- A. Not Applicable.

FORM A

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

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

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

BIDDER INFORMATION

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

FORM B

Page ___ of ___

DANE COUNTY

(Copy this Form as necessary to provide complete information)

EMERGING SMALL BUSINESS REPORT - INVOLVEMENT

COMPANY NAME: _____

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

ESB NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE NO & EMAIL.: _____

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

ESB NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE NO & EMAIL.: _____

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

FORM C

Page ___ of ___

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

(Copy this Form as necessary to provide complete information)

COMPANY NAME: _____

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

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

FORM D

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

I, _____, _____ of
Name Title

_____ certify to best of my knowledge and
Company

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

Bidder's Signature

Date

Name of Bidding Firm: _____

BID FORM

BID NO. 315051

**PROJECT: CCB ELEVATOR MODERNIZATION NO. 1-4
CITY COUNTY BUILDING**

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

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

BASE BID - LUMP SUM:

Dane County is inviting Bids for the modernization of four elevators at the City County Building. The undersigned, having examined the site where the Work is to be executed and having become familiar with local conditions affecting the cost of the Work and having carefully examined the Drawings and Specifications, all other Construction Documents and Addenda thereto prepared by Dane County Department of Public Works, Highway & Transportation hereby agrees to provide all labor, materials, equipment and services necessary for the complete and satisfactory execution of the entire Work, as specified in the Construction Documents, for the Base Bid stipulated sum of:

_____ and _____ /100 Dollars
Written Price

\$ _____
Numeric Price

UNIT PRICING:

Provide hourly rate for additional Work, not included in Construction Documents:

Mechanic _____/hr

Laborer _____/hr

Operator _____/hr

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

Addendum No(s). _____ through _____

Dated _____

Dane County Department of Public Works, Highway & Transportation must have this project completed by July 31, 2017. Assuming this Work can be started by April 19, 2016, what dates can you commence and complete this job?

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

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

(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

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

2. A partnership consisting of _____, or

3. A person conducting business as _____;

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

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

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

SIGNATURE: _____
(Bid is invalid without signature)

Print Name: _____ Date: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

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

BID CHECK LIST:

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

- Bid Form Bid Bond Fair Labor Practices Certification
 Project Experience / Reference Summary (See ITB - 4. Qualifications of Bidder)

BIDDERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

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

DANE COUNTY BEST VALUE CONTRACTING PRE-QUALIFICATION

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

EQUAL BENEFITS REQUIREMENT

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



DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive
Joseph T. Parisi

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

Commissioner / Director
Gerald J. Mandli

BEST VALUE CONTRACTING APPLICATION

CONTRACTORS / LICENSURE APPLICANTS

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

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

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

EXEMPTIONS

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

SEC.	PROOF OF RESPONSIBILITY	CHECK IF APPLICABLE
1	Does your firm possess all technical qualifications and resources, including equipment, personnel and financial resources, necessary to perform the work required for any project or obtain the same through the use of responsible, pre-qualified subcontractors?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2	Will your firm possess all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, which are necessary for the type of work to be performed including, but not limited to, those for any type of trade work or specialty work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3	Will your firm meet all bonding requirements as required by applicable law or contract specifications?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
4	Will your firm meet all insurance requirements as required by applicable law or specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
5	Will your firm maintain a substance abuse policy for employees hired for public works contracts that comply with Wis. Stats. Sec. 103.503?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
6	Does your firm acknowledge that it must pay all craft employees on public works projects the wage rates and benefits required under Section 66.0903 of the Wisconsin Statutes?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
7	Will your firm fully abide by the equal opportunity and affirmative action requirements of all applicable laws, including County ordinances?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
8	In the past three (3) years, has your firm had control or has another corporation, partnership or other business entity operating in the construction industry controlled it? If so, please attach a statement explaining the nature of the firm relationship?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
9	In the past three (3) years, has your firm had any type of business, contracting or trade license, certification or registration revoked or suspended?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
10	In the past three (3) years, has your firm been debarred by any federal, state or local government agency?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
11	In the past three (3) years, has your firm defaulted or failed to complete any contract?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
12	In the past three (3) years, has your firm committed a willful violation of federal, state or local government safety laws as determined by a final decision of a court or government agency authority.	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
13	In the past three (3) years, has your firm been in violation of any law relating to your contracting business where the penalty for such violation resulted in the imposition of a penalty greater than \$10,000?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
14	Is your firm Executive Order 108 precertified with the State of Wisconsin?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
15	Is your firm an active Wisconsin Trade Trainer as determined by the Wisconsin Bureau of Apprenticeship Standards?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
16	Is your firm exempt from being pre-qualified with Dane County?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach reason for exemption.
17	Does your firm acknowledge that in doing work under any County Public Works Contract, it will be required to use as subcontractors only those contractors that are also pre-qualified with the County or become so ten days prior to commencing work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
18	Contractor has been in business less than one year?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
19	Is your firm a first time Contractor requesting a one time exemption, but, intend to comply on all future contracts and are taking steps typical of a "good faith" effort?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
20	Not applicable. My firm does not intend to work on Best Value Contracts. Note: Best Value Contracting is required to bid on most Public Works Contracts (if unclear, please call Jan Neitzel Knox 608-266-4029).	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

SIGNATURE SECTION

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

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

Signature

Date

Printed or Typed Name and Title

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

REMEMBER!

Return all to forms and attachments, or questions to:

JAN NEITZEL KNOX
EMAIL: NEITZEL-KNOX@COUNTYOFDANE.COM
OFFICE: (608)266-4029, FAX: (608)267-1533

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

APPENDIX A

APPRENTICEABLE TRADES

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

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

Officer or Authorized Agent Signature Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

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

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

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

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. _____ Bid No. 315051

Authority: 2015 RES - _____

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

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Assistant Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR Modernize Elevators #1-#4 at the City County Building ("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 and the General Conditions of Contract, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by Performance Elevator Consulting, LLC (hereinafter referred to as "the Elevator Consultant"), and as enumerated in the Project Manual Table of Contents, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the General Conditions of Contract, and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the General Conditions of Contract.
3. During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. Such equal opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

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

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

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

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

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

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

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

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

12. Attachment A is the Contractor's Bid Form and the RFB Construction Documents and is made a part of this Contract.

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

* * * * *

FOR CONTRACTOR:

Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

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

* * * * *

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

FOR COUNTY:

Joseph T. Parisi, County Executive Date

Scott McDonell, County Clerk Date

ATTACHMENT A
PUBLIC WORKS CONSTRUCTION CONTRACT
CONTRACTOR BID FORM AND RFB DOCUMENTS

Follows on subsequent page(s)

Sample

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT:

PROJECT:

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

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

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

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

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

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

Signed and sealed this _____ day of _____

_____	<i>(Contractor as Principal)</i>	_____	<i>(Seal)</i>
<i>(Witness)</i>	_____	_____	<i>(Title)</i>
_____	<i>(Surety)</i>	_____	<i>(Seal)</i>
<i>(Witness)</i>	_____	_____	<i>(Title)</i>

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

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

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

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

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

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL **SURETY**
Company: *(Corporate Seal)* Company: *(Corporate Seal)*

Signature: _____ Signature: _____
Name Nam e
and Title: and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

Sample

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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



AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

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

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name _____
and Title: _____

Signature: _____

Name _____
and Title: _____

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

(FOR INFORMATION ONLY — Name, address and telephone)

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

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____

(Corporate Seal)

SURETY

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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

**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 form, please contact Chuck Hicklin at 608-266-4109 or your contract representative at Dane County.

GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

1. CONSTRUCTION DOCUMENTS	2
2. DEFINITIONS	2
3. ADDITIONAL INSTRUCTIONS AND DRAWINGS	2
4. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES	2
5. CUTTING AND PATCHING.....	3
6. CLEANING UP	4
7. USE OF SITE.....	4
8. MATERIALS AND WORKMANSHIP	5
9. CONTRACTOR'S TITLE TO MATERIALS	5
10. "OR EQUAL" CLAUSE.....	5
11. PATENTS AND ROYALTIES.....	6
12. SURVEYS, PERMITS, REGULATIONS AND TAXES.....	6
13. CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE.....	7
14. TEMPORARY SUSPENSION OF WORK	8
15. PROTECTION OF WORK AND PROPERTY	8
16. INSPECTION AND TESTING OF MATERIALS	8
17. REPORTS, RECORDS AND DATA	9
18. CHANGES IN THE WORK	9
19. EXTRAS	10
20. TIME FOR COMPLETION.....	10
21. CORRECTION OF WORK	10
22. RELATED WORK PROVIDED BY OTHERS.....	10
23. RIGHT OF DEPARTMENT TO TERMINATE CONTRACT	10
24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES	11
25. PAYMENTS TO CONTRACTOR	12
26. WITHHOLDING OF PAYMENTS.....	13
27. ACCEPTANCE OF FINAL PAYMENT AS RELEASE	14
28. PAYMENTS BY CONTRACTOR.....	14
29. CONTRACT SECURITY	14
30. ASSIGNMENTS.....	14
31. MUTUAL RESPONSIBILITY OF CONTRACTORS	14
32. SEPARATE CONTRACTS	15
33. SUBCONTRACTS	15
34. PUBLIC WORKS PROJECT MANAGER'S AUTHORITY	16
35. ELEVATOR CONSULTANT'S AUTHORITY	16
36. STATED ALLOWANCES	16
37. ESTIMATES OF QUANTITIES	16
38. LANDS AND RIGHTS-OF-WAY	16
39. GENERAL GUARANTEE.....	17
40. CONFLICTING CONDITIONS	17
41. NOTICE AND SERVICE THEREOF	17
42. PROTECTION OF LIVES AND HEALTH	17
43. AFFIRMATIVE ACTION PROVISION AND MINORITY / WOMEN / DISADVANTAGED BUSINESS ENTERPRISES	18
44. COMPLIANCE WITH FAIR LABOR STANDARDS	19
45. DOMESTIC PARTNERSHIP BENEFITS	19
46. USE AND OCCUPANCY PRIOR TO ACCEPTANCE	19
47. MINIMUM WAGES	19
48. CLAIMS	20
49. ANTITRUST AGREEMENT	20
50. INSURANCE.....	20
51. WISCONSIN LAW CONTROLLING	22

1. CONSTRUCTION DOCUMENTS

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

2. DEFINITIONS

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

3. ADDITIONAL INSTRUCTIONS AND DRAWINGS

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

4. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Unless otherwise specified, Contractor shall submit three (3) copies of all Shop Drawings for each submission, until receiving final approval. After final approval, provide five (5) additional copies for distribution and such other copies as may be required.

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

5. CUTTING AND PATCHING

- A. Contractor shall be responsible for all cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

- B. Contractor shall not damage or endanger portion of the Work or fully or partially completed construction of County or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. Contractor shall not cut or otherwise alter such construction by County or separate contractor except with written consent of County and of such separate contractor; such consent shall not be unreasonably withheld. Contractor shall not withhold unreasonably from County or separate contractor, Contractor's consent to cutting or otherwise altering the Work.

6. CLEANING UP

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

7. USE OF SITE

- A. Contractor shall provide County and Elevator Consultant access to the Work under all circumstances.
- B. Contractor shall confine operations at site to areas permitted by County, law, ordinance, permits and Construction Documents and shall not unreasonably encumber site with materials or equipment. Contractor shall assure free, convenient, unencumbered, direct and safe access to all properties adjacent to the Work for County, its employees, invitees and guests.

8. MATERIALS AND WORKMANSHIP

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

9. CONTRACTOR’S TITLE TO MATERIALS

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

10. “OR EQUAL” CLAUSE

- A. Whenever equipment or materials are identified on Drawings or in Specifications by reference to manufacturer’s or vendor’s name, trade name, catalog number, and other identifying information, it is intended to establish standards; and any equipment or material of other manufacturers and vendors which will perform adequately duties imposed by general design will be considered equally accepted provided equipment or material so proposed is, in opinion of Elevator Consultant, of equal substance and function. Elevator Consultant and Department shall provide written approval before Contractor may purchase or install it.
- B. Equipment or materials of manufacturers, other than those named, may be used only upon following conditions:
 - 1. That, in opinion of Elevator Consultant and Department, proposed material or equipment item is fully equal or superior (in design, materials, construction, workmanship,

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

11. PATENTS AND ROYALTIES

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

12. SURVEYS, PERMITS, REGULATIONS AND TAXES

- A. Department will furnish to Contractor all surveys necessary for execution of the Work.
- B. Contractor shall procure all permits, licenses and approvals necessary for execution of this Contract.

- C. Contractor shall give all notices and comply with all State of Wisconsin, Federal and local laws, codes, rules and regulations relating to performance of the Work, protection of adjacent property, and maintenance of passageways, guard fences or other protective facilities.
- D. Contractor shall exclude all Sales & Use taxes for materials entering into government facility. This is stipulated in Wisconsin Statute 77.54(9m). Any other Sales, Consumer, Use and other similar taxes required by law shall be paid by the Contractor..
- E. Contractor shall promptly notify Elevator Consultant of any variances of Drawings or Specifications with that of any State of Wisconsin, federal or local law, code, rule or regulation. Upon such notification, Elevator Consultant will require correction of variance to comply with applicable law, code, rule or regulation at no additional cost to Contractor.
- F. Work under this Contract shall comply with all applicable State of Wisconsin, Federal and local laws, codes and regulations.
- G. Contractor shall pay charges for water, sewer and other utility connections made by municipalities where required by Specifications.

13. CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE

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

14. TEMPORARY SUSPENSION OF WORK

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

15. PROTECTION OF WORK AND PROPERTY

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

16. INSPECTION AND TESTING OF MATERIALS

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

17. REPORTS, RECORDS AND DATA

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

18. CHANGES IN THE WORK

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

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

19. EXTRAS

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

20. TIME FOR COMPLETION

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

21. CORRECTION OF WORK

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

22. RELATED WORK PROVIDED BY OTHERS

- A. Work by Owner (not included in the scope of Work by the Contractor) is outlined in Specification Section 14 21 00 (2.2 RELATED WORK PROVIDED BY OTHERS).

23. RIGHT OF DEPARTMENT TO TERMINATE CONTRACT

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

24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

- A. Contractor shall be responsible for Construction Schedule and coordination. Immediately after execution and delivery of Contract and before making first payment, Contractor shall notify all subcontractors to furnish all required information to develop Construction Schedule. Contractor and all subcontractors associated with the Work shall furnish following information from each Division of Specifications:
 - 1. List of construction activities;
 - 2. Start, finish and time required for completion of each activity;
 - 3. Sequential relationships between activities;
 - 4. Identify all long lead-time items, key events, meetings or activities such as required submittals, fabrication and delivery, procurement of materials, installation and testing;
 - 5. Weekly definition of extent of work and areas of activity for each trade or Subcontract; and
 - 6. Other information as determined by Public Works Project Manager.
- B. In addition to above requested items, Contractor shall request delivery dates for all County-furnished equipment, materials or labor. This shall include any work handled by Department under separate contracts such as asbestos abatement, air and water balancing, etc. Indicate on Construction Schedule these associated delivery and installation dates.
- C. Progress Reporting:
 - 1. Contractor shall update and publish Construction Schedule on monthly basis. Revisions to Schedule shall be by Contractor and made in same detail as original Schedule and accompanied by explanation of reasons for revision; and shall be subject to approval by Department.
 - 2. Failure of Contractor to keep Schedule in updated format shall result in County hiring firm specializing in construction schedule development and deducting those costs associated with updating process from payments due Contractor.
 - 3. Contractor shall submit show actual percentage of each activity completed, estimated future progress, and anticipated completion time.
- D. Responsibility for timely completion requires:
 - 1. Contractor and subcontractors understand that performance of each is interdependent upon performance of others.

2. Whenever it becomes apparent from current schedule, that phasing or progress completion dates will not be met, Contractor must take some or all following actions at no additional cost to County:
 - a) Increase construction labor in such quantities and crafts as will eliminate backlog of work.
 - b) Increase number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination of foregoing to eliminate backlog of work.
 - c) Reschedule work (yet remain in conformance with Drawings and Specifications).
 3. Prior to proceeding with any of above actions, Contractor shall notify Public Works Project Manager.
- E. Maintain current Construction Schedule at all times. Revise Construction Schedule in same detail as original and accompany with explanation of reasons for revision. Schedule shall be subject to approval by Elevator Consultant and Public Works Project Manager.

25. PAYMENTS TO CONTRACTOR

- A. Contractor shall provide:
1. Detailed estimate giving complete breakdown of contract price by Specification Division; and
 2. Periodic itemized estimates of work done for purpose of making partial payments thereon.
- B. Submit these estimates for approval first to Elevator Consultant, then to Public Works Project Manager. Costs employed in making up any of these schedules are for determining basis of partial payments and not considered as fixing basis for additions to or deductions from Contract price.
- C. County will make partial payments to Contractor for value, proportionate to amount of Contract, of all labor and material incorporated in the Work during preceding calendar month upon receipt of Application and Certificate for Payment form from Elevator Consultant and approval of Department.
- D. Contractor shall submit for approval first to Elevator Consultant, and then to Public Works Project Manager all Application and Certificate for Payment forms. If requested, Application and Certificate for Payment shall be supported by such additional evidence as may be required, showing Contractor's right to payment claimed.
- E. Application and Certificate for Payment for preparatory work and materials delivered and suitably stored at site to be incorporated into the Work at some future period, will be given due consideration. Requesting payment for materials stored off site, may be rejected, however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered, conditional upon submission by Contractor of bills of sale, photographs and such other procedures as will adequately protect County's interest such as storage in bonded warehouse with adequate coverage. If there is any error in payment, Contractor is obligated to notify Department immediately, but no longer than ten (10) days from receipt of payment.
- F. Payments by County will be due within forty-five (45) days after receipt by Department of Application and Certificate for Payment.

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

26. WITHHOLDING OF PAYMENTS

- A. County, after having served written notice on said Contractor, may either pay directly any unpaid bills of which Department has written notice, or withhold from Contractor's unpaid compensation sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged; whereupon, payment to Contractor shall be resumed in accordance with terms of this Contract, but in no event shall these provisions be construed to impose any obligations upon County to either Contractor or Contractor's Surety.
- B. In paying any unpaid bills of Contractor, County shall be deemed agent of Contractor, and any payment so made by County, shall be considered as payment made under Contract by County to Contractor and County shall not be liable to Contractor for any such payment made in good faith.
- C. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all claims growing out of lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of

machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in performance of this Contract.

- D. At Department's request, Contractor shall furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged or waived.

27. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

28. PAYMENTS BY CONTRACTOR

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

29. CONTRACT SECURITY

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

30. ASSIGNMENTS

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

31. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

32. SEPARATE CONTRACTS

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

33. SUBCONTRACTS

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

34. PUBLIC WORKS PROJECT MANAGER'S AUTHORITY

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

35. ELEVATOR CONSULTANT'S AUTHORITY

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

36. STATED ALLOWANCES

- A. Not Applicable

37. ESTIMATES OF QUANTITIES

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

38. LANDS AND RIGHTS-OF-WAY

- A. Not Applicable.

39. GENERAL GUARANTEE

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

40. CONFLICTING CONDITIONS

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

41. NOTICE AND SERVICE THEREOF

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

42. PROTECTION OF LIVES AND HEALTH

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

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

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

44. COMPLIANCE WITH FAIR LABOR STANDARDS

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

45. DOMESTIC PARTNERSHIP BENEFITS

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

46. USE AND OCCUPANCY PRIOR TO ACCEPTANCE

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

47. MINIMUM WAGES

- A. Contractor shall post, at appropriate conspicuous point on site of project, schedule showing all determined minimum wage rates for various classes of laborers and mechanics to be engaged in the Work under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by laborers and mechanics so engaged.

- B. Supplementary Conditions section in Construction Documents lists wage determinations required by State Law.
- C. If, after award of Contract, it becomes necessary to employ any person in trade or occupation not classified in wage determinations, such person shall be paid at not less than such rate as shall be determined by Wisconsin Department of Workforce Development. Such approved minimum rate shall be retroactive to time of initial employment of such person in such trade or occupation. Contractor shall notify Department of Contractor's intention to employ persons in trades or occupations not so classified in sufficient time for Department to obtain approved rates for such trades or occupations.
- D. Specified wage rates are minimum rates only, and Department will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of applicable rate contained in this Contract. Contractor shall adjust any disputes in regard to payment of wages in excess of those specified in this Contract.
- E. Submit required affidavit(s) to Department of Public Works, Highway & Transportation, as requested and with final application for payment for work under said contract. Affidavit(s) shall clearly indicate name, trade or occupation, and paid wages of every laborer, worker or mechanic employed by Contractor and all subcontractors during billing period including accurate record of number of hours worked by each employee and actual wages paid as stipulated in Wisconsin Statute 66.0903. If Wisconsin Prevailing Wage Rate Determination is required for this Work, use "Prime Contractor Affidavit of Compliance with Prevailing Wage Rate Determination" and "Agent or Subcontractor Affidavit of Compliance with Prevailing Wage Rate Determination" (if applicable). If Wisconsin Prevailing Wage Rate Determination is not required for this Work, use "Dane County, Wisconsin Contractor Wage Affidavit". Forms of such affidavits are included in Supplementary Conditions.

48. CLAIMS

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

49. ANTITRUST AGREEMENT

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

50. INSURANCE

- A. Contractor Carried Insurance:
 - 1. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this Article and has provided evidence of such insurance to Risk Manager, 425 City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI

53703. Contractor shall not allow any subcontractor to commence work until insurance required of subcontractor has been so obtained and approved. Company providing insurance must be licensed to do business in Wisconsin.
2. Worker's Compensation Insurance:
 - a) Contractor shall procure and shall maintain during life of this Contract, Worker's Compensation Insurance as required by statute for all of Contractor's employees engaged in work at site of project under this Contract and, in case of any such work sublet, Contractor shall require subcontractor similarly to provide Worker's Compensation Insurance for all of latter's employees to be engaged in such work unless such employees are covered by protection afforded by Contractor's Worker's Compensation Insurance.
 - b) If any claim of employees engaged in hazardous work on project under this Contract is not protected under Worker's Compensation Statute, Contractor shall provide and shall cause each subcontractor to provide adequate Employer's Liability Insurance for protection of such of Contractor's employees as are not otherwise protected.
 3. Contractor's Public Liability and Property Damage Insurance:
 - a) Contractor shall procure and maintain during life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in amount not less than \$1,000,000 bodily injury, including accidental death, to any one person, and subject to same limit for each person, in amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in amount not less than \$1,000,000 or combined single limit of at least \$1,000,000 with excess coverage over and above general liability in amount not less than \$5,000,000. Contractor shall add "Dane County" as additional insured for each project.
 - b) Contractor's Public Liability and Property Damage Insurance shall include Products, Completed Operation, and Contractual Liability under Insurance Contract. "Contractor shall in all instances save, defend, indemnify and hold harmless County and Elevator Consultant against all claims, demands, liabilities, damages or any other costs which may accrue in prosecution of the Work and that Contractor will save, defend, indemnify and hold harmless County and Elevator Consultant from all damages caused by or as result of Contractor's operations" and each shall be listed as additional insured on Contractor's and sub-contractors' insurance policies.
 - c) Obligations of Contractor under Article 50.A.2.b) shall not extend to liability of Elevator Consultant, agents or employees thereof, arising out of:
 - 1) Preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - 2) Giving of or failure to give directions or instructions by Elevator Consultant, agents or employees thereof provided such giving or failure to give is primary cause of injury or damage.
 - d) Contractor shall procure and shall maintain during life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000 each accident single limit, bodily injury and property damage combined with excess coverage over and above general liability in amount not less than \$5,000,000.
 - e) Contractor shall either:
 - 1) Require each subcontractor to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or
 - 2) Insure activities of subcontractors in Contractor's own policy.
 4. Scope of Insurance and Special Hazards: Insurance required under Article 50.A.2 & 50.A.3. hereof shall provide adequate protection for Contractor and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by insured or by anyone directly or indirectly employed by

insured and also against any of special hazards which may be encountered in performance of this Contract as enumerated in Supplementary Conditions.

5. Proof of Carriage of Insurance: Contractor shall furnish Risk Manager with certificates showing type, amount, class of operations covered, effective dates, dates of expiration of policies and "Dane County" listed as additional insured. Such certificates shall also contain (substantially) following statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by Risk Manager."

B. Builder's Risk:

1. 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.

C. Indemnification / Hold Harmless:

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

51. WISCONSIN LAW CONTROLLING

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

SUPPLEMENTARY CONDITIONS

1. APPLICATION & CERTIFICATE FOR PAYMENT

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


AIA Document G702™ – 1992

Application and Certificate for Payment

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

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract. 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 or 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 3 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 law due.

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

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

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

ARCHITECT:
 By: _____ Date: _____

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

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

AIA Document G702™ – 1992 Copyright © 1993, 1993, 1995, 1997, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA™ Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA™ Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

 **AIA** Document G703™ – 1992

Continuation Sheet

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated in the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

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

A LINE NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (SOS-EN (S-OR E))	G TOTAL COMPLETED AND STORED TO DATE (D+E)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					

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

AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1976, 1983 and 1992 by The American Institute of Architects. All rights reserved. (AIA/Arch). 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 100 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. A prevailing wage rate determination (PWRD) may be required on this project depending on the total project cost. A PWRD is not required if the total bid is below \$100,000. If the bid is \$100,000 or more, the Contractor shall apply the PWRD. The PWRD shall also be applied if the bid is a single trade project for \$48,000 or more. A single trade project is one in which no single trade accounts for eighty-five percent (85%) or more of the total labor cost of the project.
- B. These supplements shall modify, delete, and / or add to General Conditions of Contract]. Where any article, paragraph, or subparagraph in General Conditions of Contract is supplemented by one of these paragraphs, provisions of such article, paragraph, or subparagraph shall remain in effect and supplementary provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in General Conditions of Contract is amended, voided, or superseded by any of these paragraphs, provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.
 - 1. General Conditions of Contract Article 47, “Minimum Wages”, paragraph B. Following Prevailing Wage Rate Determination No.201600503 is added to General Conditions of Contract.
- C. These State of Wisconsin forms, hereinafter set forth in this section, shall be filled out and submitted to Department of Public Works, Highway & Transportation:
 - 1. Disclosure of Ownership (ERD-7777)
 - 2. Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-5724)
 - 3. List of Agents and Subcontractors (Page 2 - ERD-5724)
 - 4. Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-10584)
 - 5. List of Agents and Subcontractors (Page 2 - ERD-10584)
 - 6. Request To Employ Subjourneyperson (ERD-10880)
- D. At a minimum, these wage rates must be displayed in a place where all workers can access them. If this isn’t easily done based on job conditions, the State requires they be displayed at a library or other public building.

State of Wisconsin Department of Workforce Development Equal Rights Division	DEPARTMENTAL ORDER
ISSUE DATE: 2/12/2016	
PROJECT:	
CITY COUNTY BUILDING ELEVATOR MODERNIZATION NO. 1-4 MADISON CITY, DANE COUNTY, WI Determination No. 201600503 [Owner Project No. 315051]	
PROJECT OWNER:	REQUESTER:
ERIC URTES, PROJECT MANAGER DANE COUNTY PUBLIC WORKS 1919 ALLIANT ENERGY CENTER WAY MADISON, WI 53713	ERIC URTES, PROJECT MANAGER DANE COUNTY PUBLIC WORKS 1919 ALLIANT ENERGY CENTER WAY MADISON, WI 53713
ADDITIONAL CONTACT:	NOTE: The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.
<p>The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.</p> <p>If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), Stats., or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.</p> <p>Enclosures</p>	
<p>It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a FINAL ORDER of the department unless a timely request for an administrative review is filed with the department.</p> <p>ISSUED BY:</p> <p style="text-align: center;"> Equal Rights Division Labor Standards Bureau Construction Wage Standards Section P.O. Box 8928, Madison, WI 53708-8928 (608)266-6861 </p> <p style="text-align: center;"> Web Site: http://dwd.wisconsin.gov/er/ </p>	

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 2/12/2016

DETERMINATION NUMBER: 201600503

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

PROJECT NAME: CITY COUNTY BUILDING ELEVATOR MODERNIZATION NO. 1-4
PROJECT NO: 315051

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: DANE COUNTY PUBLIC WORKS

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

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

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

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

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

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

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

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

TRUCK DRIVERS

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

LABORERS

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

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

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

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

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

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

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

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

SEWER, WATER OR TUNNEL CONSTRUCTION
--

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

SKILLED TRADES

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

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

TRUCK DRIVERS

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

LABORERS

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

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

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

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

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION
--

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

SKILLED TRADES

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

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

TRUCK DRIVERS

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

LABORERS

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

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

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

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

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

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

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

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

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

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

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

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

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

12/22/2015

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

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

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

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

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

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

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

PREVAILING WAGE – Public Entity Project Owners

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

Thresholds

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

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

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

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

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

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

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

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

POST THE WHITE SHEET

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

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

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

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

State of Wisconsin - Department of Workforce Development

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

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>	
A-1 Duran Roofing & Insulation Services, Inc.	3700 N Fratney St Milwaukee, WI 53212 or 8095 NW 64 th St Miami, FL 33166	11/1/14	10/31/17	1, 2 and 4	2011- 2012		None
Abel, Mike	See, Abel Electric, Inc						
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/15	1	2011		None
Alpha Electric, LLC	350 Business Park Dr Sun Prairie, WI 53590	8/1/15	7/31/18	4	2014		None
Arnie Christiansen Mason Contractors, LLC	2304 65 th Dr Franksville, WI 53126	9/1/14	8/31/16	1, 2 and 4	2011		None
Atkins, Scott	See, Freedom Insulation, Inc						
Boecker, Roger	See, R-Way Pumping, Inc						
Brechtl, Mark G	See, Ecodec, Inc						
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, WI 54603	3/1/14	2/28/17	1 and 2	2011		None

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

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

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

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

PREVAILING WAGE – Contractors

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

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

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

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

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

Disclosure of Ownership

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

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

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

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

Other Construction Business

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

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

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

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

List of Agents and Subcontractors

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

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

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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

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

List of Agents and Subcontractors

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

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

Request to Employ Subjourneyperson

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes).

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

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

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

Requester Signature	Date Signed
---------------------	-------------

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

OR

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

ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION

(This document updated July 2015)

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

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

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

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

Topic	Who's affected	Brief description of requirement under §66.0903 or §103.49
<p>Covered employees</p>	<p>Truck drivers & Other workers & Contractors</p>	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <p style="padding-left: 40px;">1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle.</p> <p style="padding-left: 40px;">2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.</p>

SECTION 01 00 00
BASIC REQUIREMENTS

PART 1 GENERAL

1.1 SECTION SUMMARY

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

1.2 SUMMARY OF THE WORK

- A. Project Description: Elevator Modernization of City-County Building Elevators #1, #2, #3, and #4. Perform the Work as specified and detailed in Construction Documents package for RFB No. 315051.
- B. Work by Owner: Work by Owner (not included in the scope of Work by the Contractor) is outlined in Specification Section 14 21 00 (2.2 RELATED WORK PROVIDED BY OTHERS).
- C. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by Contractors or Subcontractors and access by Owner.
- B. Coordinate utility outages and shutdowns (including elevator shutdowns) with Owner.

1.4 APPLICATIONS FOR PAYMENT

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

1.5 CHANGE PROCEDURES

- A. Provide Contractor Change Order Request with appropriate back up material to Project Manager once proposed change has been reviewed with the Elevator Consultant and Facilities Management. Change Order Requests must be authorized by issuance of a Change Order and/or a written Notice-To-Proceed prior to beginning of any Work.
- B. Contractor's costs for Products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from contingency allowance.

1.6 ALTERNATES

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

1.7 COORDINATION

- A. Coordinate scheduling, submittals, and work of various sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work that are indicated diagrammatically on Drawings.

1.8 CUTTING AND PATCHING

- A. Employ a skilled and experienced installer to perform cutting and patching new work; restore work with new Products.
- B. Submit written request in advance of cutting or altering structural or building enclosure elements.
- C. Fit work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- D. Refinish surfaces to match adjacent finishes.

1.9 CONFERENCES

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

1.10 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at minimum of one (1) per month, with Public Works Project Engineer.
- B. Contractor shall preside at meetings; record minutes, and distribute copies within two (2) business days to those affected by decisions made.

1.11 SUBMITTAL PROCEDURES

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

1.12 PROPOSED PRODUCTS LIST

- A. Within twenty-five (25) business days after date of Award of Contract, submit complete list of major Products proposed for use, with name of manufacturer, trade name, and model number of each Product. See 1.30 SUBSTITUTIONS for specified materials and equipment.

1.13 SHOP DRAWINGS

- A. Refer to General Conditions – Article 4: SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

1.14 PRODUCT DATA

- A. Refer to General Conditions – Article 4: SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

1.15 SAMPLES

- A. Refer to General Conditions – Article 4: SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

1.16 MANUFACTURERS' INSTRUCTIONS

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

1.17 MANUFACTURERS' CERTIFICATES

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

1.18 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

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

1.19 REFERENCES

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

1.20 INTERIOR ENCLOSURES

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

1.21 PROTECTION OF INSTALLED WORK

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

1.22 PARKING

- A. One stall, suitable for a service van in the CCB parking garage (Level-GA) will be designated for Contractor use throughout the project. The stall location will be assigned by the Facilities Management staff. Arrange for any additional parking areas outside the building to accommodate construction personnel.

1.23 STAGING AREAS

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

1.24 OCCUPANCY DURING CONSTRUCTION AND CONDUCT OF WORK

- A. Areas of existing facility will be occupied during period when the Work is in progress. Work may be done during normal business hours Monday through Friday (7:00 am to 4:00 pm), except by prior arrangement and authorization of Facilities Management. Schedule work and store materials (limited temporary storage on the garage platform area can be arranged with Facilities Management) and the elevator penthouse can also be used for limited storage designated by Facilities Management). Interfere as little as possible with normal use of premises. Notify Owner when coring or similar noise making work is to be done and obtain Owner's written approval of schedule. If schedule is not convenient for Owner, reschedule and resubmit new times for Owner approval. Coring of floor along with other noisy work may have to be done on second and third shifts.
- B. Work shall be done and temporary facilities furnished so as not to interfere with access to any occupied area and so as to cause least possible interference with normal operation of facility or any essential service thereof.
- C. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.
- D. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this Contract is to be performed.
- E. Contractor is not responsible for providing & maintaining temporary toilet facilities.
- F. Each Contractor shall arrange with Owner to make necessary alterations, do new work, make connections to all utilities, etc., at such times as will not cause interruption of utility services to facility. Contractor doing this work shall protect, cap, cut off and / or replace and relocate existing pipes, electrical work and other active utilities encountered which may interfere with new construction work.
- G. New work in extension of existing work shall correspond in all respects with that to which it connects or similar existing work unless otherwise indicated or specified.
 - 1. Existing work shall be cut, altered, removed or replaced as necessary for performance of Contract obligations.
 - 2. Work remaining in place, damaged or defaced by reason of work done under this Contract shall be restored equal to its condition at time of Award of Contract.
 - 3. If removal of work exposes discolored or unfinished surfaces or work out of alignment, such surfaces shall be refinished or materials replaced as necessary to make continuous work uniform and harmonious.

1.25 PROTECTION

- A. Contractor shall provide and maintain barricades & signage to control public access to elevators and elevator areas during maintenance. Coordinate with Facilities Management staff.

1.26 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain areas in clean and orderly condition. Refer to General Conditions – Article 6: CLEANING UP.

1.27 PRODUCTS

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

1.28 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.29 PRODUCT OPTIONS

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

1.30 SUBSTITUTIONS

- A. Public Works Project Manager shall consider requests for Substitutions only up to seven (7) business days prior to date of Bid Due Date.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Construction Documents.

- C. Submit three (3) copies of requests for Substitution for consideration. Limit each request to one (1) proposed Substitution.

1.31 STARTING SYSTEMS

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

1.32 DEMONSTRATION AND INSTRUCTIONS

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

1.33 CONTRACT CLOSEOUT PROCEDURES

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

1.34 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.

1.35 ADJUSTING

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

1.36 OPERATION AND MAINTENANCE MANUAL

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

1.37 SPARE PARTS AND MAINTENANCE MATERIALS

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

1.38 AS-BUILT AND RECORD DRAWINGS AND SPECIFICATIONS

- A. Contractor-produced Drawings and Specifications shall remain property of Contractor whether Project for which they are made is executed or not. Contractor shall furnish Elevator Consultant with original marked up redlines of Construction Documents' drawings and specifications that shall include all Addendums, Change Orders, Construction Bulletins, on-site changes, field corrections, etc. These are project As-Built Drawings & Specifications.
- B. Elevator Consultant shall update original Construction Documents to include all Addendums & any other changes including those provided by Contractor in As-Built Drawings & Specifications. These updates are project Record Drawings & Specifications.
- C. Elevator Consultant shall furnish Public Works Project Manager with Record Drawings as detailed in Professional Services Agreement.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 74 19

RECYCLING

PART 1 GENERAL

1.1 SUMMARY

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

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

1.2 WASTE MANAGEMENT GOALS

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

- B. Contractor shall develop, with assistance of Public Works Project Manager 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 Manager within fifteen (15) business 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/pwht/recycle/categories.aspx lists current information for Dane County Recycling Markets. Contractors can also contact Jan Neitzel-Knox at 608/266-4029, or local city, village, town recycling staff listed at site www.countyofdane.com/pwht/recycle/contacts.aspx. Statewide listings of recycling / reuse markets are available from UW Extension at www4.uwm.edu/shwec/wrmd/search.cfm.

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 14 21 00
ELECTRIC ELEVATOR ALTERATIONS

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

General provisions of the specification, including General and Supplementary Conditions, apply to this Section.

- A. This Section is intended to cover the modernization of four (4) existing electric passenger elevators at the Dane City County Building, 210 Martin Luther King Dr, Madison, WI. Included are new traction machines, operation and motion controls, car enclosure renovations, hoistway door panels, all door operator equipment and signal fixtures. This Section indicates the extent of the elevator renovations.
- B. Where a device or part of the equipment is referred to in the singular number, it is intended that such reference shall apply to all devices for all elevators, unless otherwise indicated.
- C. Unless specifically identified as “Retain” or “Reuse” in Part 2, provide new equipment. Equipment that is “Retained” or “Reused” shall be reconditioned or renewed to place into satisfactory condition for reuse. Any components not specifically replaced (retained components) shall be cleaned, adjusted, lubricated, refurbished, recalibrated, painted, tested, all fasteners tightened, and warrantied.
- D. Where “Bidder” or “Contractor” is identified, it shall refer to the Elevator Contractor and/or their subcontractors. Where Contractor is directed to “Provide” devices or equipment, such devices or equipment shall be furnished and installed as work under this project.
- E. Contractor shall provide all labor, elevator equipment, material, transportation, tools and equipment, temporary protection, lubricants and cleaning supplies, employee safety equipment, supervision, coordination, and other work or items required to perform work under this Section, whether or not expressly stated.
- F. Contractor shall be solely responsible for complete compliance with contract documents, omissions, environmental regulations, for verifying all dimensions, existing conditions, calculations, and voltages found in this Specification, on the drawings which are provided for the convenience of bidders, and at the job site, for fabrication techniques, and for coordination of work of other trades. Note that the drawings represent the existing equipment. See Part 2 for changes.

1.2 RELATED WORK PROVIDED BY OTHERS

The following work must be undertaken by the Owner and is not included in the scope of work performed by the Elevator Contractor, however the Elevator Contractor shall coordinate this work.

A. HOISTWAY AND PIT

- 1. Any refinishing and painting of the hoistway entrance frames and walls at the elevator lobbies.
- 2. Install guarding in elevator pit to prevent authorized persons from being struck by 48” platform guard when working in elevator pit. (Duplicate from elevators #5-6).

3. Install closer on pit access door, which shall be made self-closing.
4. Install signage on elevator pit access door.
5. *Hoistway venting where required per IBC Section 3004, generally not applicable to the modernization of existing elevators.*

B. MACHINE ROOM:

1. Minimum 7'0" headroom shall be maintained below new conduits, ventilation equipment, lights, sprinklers, etc.
2. Possible enclosing the elevator equipment mezzanine with rated construction and new access door(s).
3. Elevator machine room heating and an independent ventilation or air conditioning system to protect against the overheating of the electrical equipment. Maintain the room at an ambient temperature of 32°F degrees to 90°F degrees and non-condensing humidity up to 95%; or otherwise within the control manufacturer's specifications.
4. Verify the annual certification for the existing fire extinguisher in the machine room.

C. ELECTRICAL SERVICE, CONDUCTORS AND DEVICES:

1. Disconnect the electrical service from each elevator disconnect switch to existing controllers as coordinated with the Elevator Contractor.
2. Provide electrical service and new or existing conductors to terminals of each new elevator controller through new fused disconnect switch. Provide larger electrical service and disconnect if required for the new drive and motor.
3. All disconnect switches in machine room should be labeled as to their function and provided with signage to identify location of supply side overcurrent protection.
4. Verify that the existing fluorescent lighting in the machine room provides illumination of not less than 19 fc throughout the room. Coordinate lighting location with the Elevator Contractor to have sufficient lighting available at each elevator controller. Guards or shatterproof lamps are recommended over all fluorescent lamps.
5. Separate branch circuits located in new subpanel in the elevator machine room containing lockable circuits for 1) car lighting with overcurrent device, 2) machine room light and receptacle, 3) pit light and receptacle (optional), and 4) additional branch circuits for other utilization equipment identified in NEC 620 such as air conditioning, sump pumps, etc.
6. *When sprinklers are installed in the machine room or hoistway, heat detectors shall activate shunt trip circuit breaker to automatically disconnect power to the elevators prior to or upon the application of water from sprinklers per NFPA 72.*
7. Single-phase power to elevator controllers for car lighting and exhaust fan.
8. Single-phase power to group controller, where required by Elevator Contractor.
9. A direct solid ground shall be provided to properly ground the controller and motor.
10. Power and illumination to install, test, and adjust elevator equipment.
11. The machine room and each pit already have the required GFCI duplex receptacles. Additional power outlets required by the Owner's master control, access control, or camera system vendors.
12. A separate telephone line and service to each elevator controller. All telephone wiring in the machine room must be protected or run in conduit. Additional telephone line to group controller for remote monitoring, as required.

13. Additional lighting for the intermediate landing on the access path from the GA landing to the walk-in pit.
14. Verify that the existing fluorescent lighting in the walk-in elevator pit provides illumination of not less than 10 fc anywhere on the pit floor. (Additional light may be required by elevator #3 in pit.) All lamps shall be suitably guarded.
15. A fire alarm system upgrade project is currently in progress. Provide fire alarm initiating devices at all elevator lobbies and machine room to initiate Firefighters' Service, connected to the building fire alarm system per NFPA 72-2013 Section 21.3, which is enforced in Madison. A listed relay or other listed appliance connected to the fire alarm system used to initiate control of protected premises fire safety functions shall be located within 3 ft (1 m) of the controlled circuit or appliance. A minimum of three separate elevator control circuits are to be terminated on each new elevator controller; a separate signal (flashing hat) must be derived from the elevator machine room. Actuation from elevator hoistway and elevator machine room smoke detectors shall cause separate and distinct visible annunciation at the control unit and required annunciators to alert firefighters and other emergency personnel that the elevators are no longer safe to use.
16. *Requirements for High-rise buildings, including communication system where required by the Building Code, generally not applicable to the modernization of existing elevators.*

D. MASTER CONTROL, SECURITY, CAMERA, BMS CONNECTION

1. All work to continue to allow the CCB Master Control to operate elevator #3, and extending control to elevator #4 for redundancy through Owner's vendor SGTS Inc.
2. Access control equipment including proximity card reader for each elevator and I/O modules and any other equipment or wiring required, all provided by Owner's vendor.
3. Video camera systems and equipment for each elevator, including mini or micro dome housing, camera, switch, Cat6e stranded cable (for wiring camera to elevator controllers run by elevator contractor), and all wiring from access control to elevator controllers.
4. Coordinate connection of elevators to the Building Management System. Owner to provide software and a connection in the machine room.
5. Installation support from Dane County Facilities as required by your master control, access control, camera system, and Building Management System vendors.

E. OTHER

1. Prepare wood platform subflooring as required. Install new finish flooring in elevator car enclosures, utilizing adhesives complying with Elevator code requirements.

1.03 RELATED WORK INCLUDED BY ELEVATOR CONTRACTOR

The following work must be undertaken by the Elevator Contractor as work under this Section.

- A. Protection of floors, walls, and elevator entrances. Barricade any open hoistway entrances during work activity per OSHA Regulations.
- B. Provide adhesive type floor mat inside the mechanical room at the 7th floor to minimize tracking dirt, carbon dust, and debris onto the lobby flooring.

- C. Suitable screening or separation between elevator hoistways, especially between elevators #1-2 and 3-4. Screening shall be in accordance with section 8.3 of the Elevator Industry Field Employees' Safety Handbook.
- D. Install temporary guarding in the machine room to protect the installers from running equipment and shock hazards in the work area during modernization.
- E. Coordination and testing of all smoke (and heat) detectors and Firefighter's Service prior to and at time of acceptance inspection is included as work under this section. However, the cost for the fire protection vendor is the responsibility of Others.
- F. Cutting and/or patching of equipment room floor or hoistway walls. Contractor shall provide any needed cutouts and shall patch and close up any existing openings no longer required.
- G. Disposal of all existing elevator equipment removed by the Elevator Contractor, however the Owner has the express right to retain any superseded equipment.
- H. Verify the adequacy of the supports for new Emergency Rope Brake or traction machine by a licensed professional engineer, if required for Madison Fire Department or WI Department of Safety and Professional Services approval.

1.4 REGULATORY REQUIREMENTS

- A. Elevator system design and installation shall comply with all applicable safety codes, including but not limited to the following, or subsequent code editions in effect as of date of contract signature.
 - 1. ASME A17.1-2013 Safety Code for Elevators and Escalators.
 - 2. ICC/ANSI A117.1-2003, Accessible and Usable Buildings and Facilities
 - 3. ADAAG Americans with Disabilities Act Accessibility Guidelines
 - 4. NFPA 70-2011, National Electrical Code
 - 5. NFPA 72-2013, National Fire Alarm and Signaling Code adopted in Madison
 - 6. Wisconsin Administrative Code Chapter SPS 318
 - 7. Madison Chapter 40 Conveyance Code
 - 8. IBC-2009, International Building Code
- B. Elevator Contractor shall apply for any permits necessary for work under this Section, pay all City, State, and Local permit, inspection, licensing, cutting or burning permit fees required for their work. The Elevator Contractor shall also pay reinspection fees for deficiencies or violations that are the responsibility of the Elevator Contractor or subcontractors per terms of this Section.
- C. Contractor shall also provide all additional material or modifications to equipment required to meet enforceable codes, standards, and laws.
- D. Provide copies of permit application "Conditionally Approved" by the Madison Fire Department to Owner per SPS 318.1008(4). The elevator approval letter shall be posted prior to construction at or near the equipment rooms, and a copy of the approved elevator plans shall be available at the site.
- E. Provide all installer and contractor licenses, permits, and perform required acceptance tests, including all applicable fees.

1.5 QUALITY ASSURANCE

- A. Bidders shall have a minimum five-year record of successful experience in the business of installing, modernizing, and servicing elevators of the type covered by this specification.
- B. Contractor shall use skilled installers, trained and experienced in installing the equipment. All work shall be performed in a workmanlike manner and is to include all materials, accessories, and labor necessary for a complete and proper operating system, whether or not expressly specified.

1.6 SAFETY AND HAZARDOUS MATERIALS

- A. Owner or his designee may approve all chemicals and lubricants prior to Contractor bringing them on site. Contractor shall furnish a Hazard Communication Safety Data Sheet (SDSs) and proper labeling for each hazardous chemical to be brought into the premises in compliance with OSHA Hazard Communication Standards, and track usage for EPA reporting purposes.
- B. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety programs or initiatives and shall comply with applicable safety laws, good industry standards, and take all reasonable precautions for the safety of property, Contractor's employees, employees of Owner or outside contractors, and the general public.
 - 1. The Contractor is solely responsible for providing all safety training to their employees in compliance with State, Federal, or local requirements including, but not limited to, Lockout/Tagout, Electrical Safety, Mechanical Stored Energy, Hazardous Communication, Bloodborne Pathogens, Asbestos handling, and accessing elevator pits, car tops, and Confined Spaces.
 - 2. The Owner reserves the right to request and review records documenting evidence of training received, and to require at no cost, that Contractor's personnel successfully complete training programs conducted by Owner or its affiliates.
- C. Asbestos and lead paint: There is no other anticipated asbestos or lead paint associated with work under this Section. Any other materials which the Contractor encounters and suspects may contain asbestos or lead paint shall be left undisturbed until such time that they can be tested by the Owner and verified to be free of asbestos or lead.

1.7 SITE INSPECTIONS

A Pre-Bid conference will be scheduled for Bidders. Each bidder has the obligation to survey the existing elevators and is responsible for verifying all conditions and the accuracy of the information contained in the specification and drawings.

- A. No modifications or adjustments to bids shall be allowed because of any error, neglect, or failure on the part of the bidder to verify site conditions, or should the information contained in the specification or on the drawings be in error. Any items omitted from the specification or drawings which are necessary for the completion of the elevator modernization shall be considered to be a part of the specification, although not directly referenced.
- B. By submitting a bid, Contractor acknowledges that it has surveyed, inspected, and is familiar with the equipment.

- C. Requests for additional site inspections after the Pre-Bid Conference may be scheduled through Steve Alwin or Facilities Management at (608) 266-4350 fac.mgmt@countyofdane.com.

1.8 SCHEDULE

Bidders shall identify their tentative construction schedule as shown below and on the Bid Form, effective with date of contract signature.

Shop Drawings/Approval _____ wks
 Manufacturing/Delivery _____ wks
 Installation _____ wks
 Completion Date _____

- A. One elevator may be removed from service at a time, with installation beginning as soon as possible.
- B. Due to existing security provisions on elevator #3 only, modernization must be completed on elevator #4 with remote access control and camera functioning before work commences on #3.
- C. Should work by the Elevator Contractor require more than one elevator to be out of service at the same time for removing elevators from group automatic operation, special material movement, hall station installation, adjusting, testing, or for other work tasks, such work shall not occur without forty-eight (48) hours advance written notification to the Owner, and scheduled outside of regular working hours during the early morning hours at the Elevator Contractor's expense.
- D. Elevator Contractor shall utilize Gantt charts or other project management software to visually indicate lead times and project schedule as per the General Conditions. Incorporate Owner work items on project schedule as requested. Regular updates to schedule shall be provided at all project meetings or upon Consultant request.

1.9 SUBSTITUTION OF MATERIALS

- A. All requests for substitution shall be submitted in writing prior to bidding and shall include sufficient product information and time allowance to permit Consultant to evaluate the request prior to the bid due date.
- B. The Owner specifically reserves the right to reject or approve any and all substitute materials or equipment in order to insure compliance with the minimum standards of quality established for the project herein specified.
- C. When an item is approved as an equal, either by the specification or by approved substitution, this item shall provide the same end results and maintain the style and appearances established for this project to the Consultant's and Owner's satisfaction. Any modification, additional fitting or change to the approved items to accomplish these results shall be at the expense of the Elevator Contractor.

1.10 TEMPORARY SERVICE

Should temporary use of an elevator be required by the Owner for deliveries, emergency, security, or rescue personnel, or for other reasons, the Elevator Contractor shall accommodate the Owner when an elevator is capable of being operated. The Owner may provide their own operator, or the Elevator Contractor may be requested to provide one.

However, the Elevator Contractor shall be compensated at the hourly labor rate shown on the Bid Form when providing an operator.

1.11 SUBMITTAL DATA

- A. **PRODUCT DATA:** Submit manufacturer's color product data for each principal component as a single PDF portfolio document, including:
1. Elevator controls – Product data brochure
 2. Geared traction machine including AC drive motor and DC machine brake
 3. Signal fixtures, including voice announcer standard messages
 4. Door operator equipment
 5. Governor and tension assembly, rope gripper, deflector sheave
 6. Suspension and governor ropes
- B. **SHOP DRAWINGS:** Submit as a single PDF portfolio document, including:
1. Full hoistway and machine room plans and section of hoistway in compliance with SPS 18.1007. Indicate maximum dynamic and static loads imposed on building structure at point of support.
 2. Car enclosure renovations including color rendering
 3. All signal fixture drawings by fixture manufacturer
 4. Hoistway door panels
 5. The Elevator Contractor shall provide copies of "Conditionally Approved" permit applications each to Owner and Consultant prior to commencing with installation.
- C. **SAMPLES:** 3-inch square samples of car enclosure and hoistway door finishes and sample pushbutton upon request.
- D. **MAINTENANCE MANUALS:** Operating and maintenance instructions shall be in compliance with Dane County requirements, and shall include:
1. Bound 8-1/2 inch x 11 inch binders with durable plastic covers.
 2. Binder cover with title and name of project, table of contents, and reinforced dividers to organize sections.
 3. Complete replacement parts listing with part numbers and sourcing information.
 4. Firefighters' Operation instructions.
 5. Operation, maintenance, adjustment and repair procedures for components including rope gripper, DC brake, door operator, voice announcer, etc.
 6. Full installation, adjustment, maintenance, and troubleshooting instructions for elevator controls, including AC Drive.
 7. All Code required written procedures (e.g., check out, inspection, testing, and maintenance). Procedures for tests, periodic inspections, maintenance, replacements, adjustments, and repairs for all SIL rated E/E/PES electrical protective devices and circuits shall be incorporated into and made part of the Maintenance Control Program.
 8. Provide a Maintenance Control Program (MCP) accessible to the elevator personnel and documenting compliance with ASME A17.1 req. 8.6. The MCP shall be the Owner's property and shall not be removed from the premises.

- 9. Where unique or product-specific procedures or methods are required to inspect or test equipment, such procedures or methods shall be included in the Maintenance Control Program.
 - 9. Submit 2 sets (binders) Operation and Maintenance Data and 1 complete copy of Operation and Maintenance Data as a PDF document.
- E. AS BUILT DRAWINGS: As-Built (Record) Drawings in compliance with the General Conditions shall be submitted within 14 days following substantial completion of the last elevator in each building.
 - E. WIRING DIAGRAMS: The elevator contractor shall provide complete As-Built schematic wiring diagrams of the new control systems, including field revisions. Provide copies in the Operation and Maintenance manuals, one electronic PDF file, and a full sized laminated set stored in the elevator machine room.
 - F. FINAL DRAWINGS/DOCUMENTS: Final or record submittal of drawings or submittals shall also be submitted on discs or jump (flash) drive with USB plug containing electronic media copies. Drawings shall be in AutoCAD and texts in Microsoft Word for Windows. PDF files are also an acceptable and recommended form of electronic media.
 - G. TEST REPORTS: Obtain Inspection and Acceptance reports from Madison Fire Department and Elevator Contractor's own Adjuster's Test Report.

1.12 WARRANTY

- A. The equipment installed shall be warranted by Contractor against defects in materials and workmanship throughout installation and for a period of 12 months beginning on the date of final acceptance of the last elevator by Owner. Warranty shall include correction of defective material or workmanship to the satisfaction of the Owner and Consultant.
- B. Owner shall have the right to reject defective or inferior material or workmanship, which shall comply in every respect with the Contract Documents. Contractor shall make modifications, adjustments, and improvements of new equipment to meet performance or other requirements of this specification at no additional cost to Owner or Owner's Contractors.
- C. "Defective" is defined to include, but not limited to, operating or control system failures, failure of new components, performance below required minimum standards, excessive wear, unusual deterioration or aging of materials or finishes, finishes not complying with specifications, the need for excessive maintenance, unsafe conditions, abnormal noise or vibration, and other unusual, unexpected, or unsatisfactory conditions.
- D. Control equipment and motor warranty by controller manufacturer shall be a minimum of 12 months after date of final acceptance of the entire project.
- E. Neither the final payment nor any provision of the contract documents relieves the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law.

1.13 MAINTENANCE

Elevator contractor shall provide scheduled preventive maintenance and 24 hour callback service on elevators #1-2-3-4 as specified below as part of the modernization bid. All elevator equipment whether new or retained shall be fully covered under maintenance, and any proration of costs to Owner is not permitted.

- A. Interim - The interim period shall be for the duration of the elevator modernization, beginning with the commencement date of the field work and ending on final completion and acceptance of the last elevator as certified by Consultant and Owner.
- B. While one elevator is out of service for modernization, scheduled maintenance on the remaining elevators in the group must be coordinated on regular time with the Owner.
- C. 12 Months After Completion - In addition provide complete maintenance service and 24 hour callback service for a period of 12 months after project completion, beginning with the date of final project acceptance as certified by Consultant and Owner.
 - 1. Beginning with final acceptance of both elevators by Owner, a minimum of twelve (12) inspections per elevator are required in the 12 month warranty and maintenance period at approximately 30 day intervals.
 - 2. In the event the minimum service inspections are not provided at the prescribed time intervals, the Elevator Contractor shall extend the warranty and complete maintenance coverage, covering all callbacks, repairs, parts, testing, labor and any other items necessary to keep the elevators in like new condition until a minimum of twelve maintenance examinations per elevator at approximately 30 day intervals have been completed.
- D. Maintenance, whether interim, overtime, or during the 12 month period after project completion, or subsequent period shall include the following at a minimum:
 - 1. Maintenance service shall be performed by skilled and trained employees of the Elevator Contractor and shall not be subcontracted. Contractor shall provide all material and labor, and original equipment manufacturer (OEM) parts shall be used where possible.
 - 2. The preventive maintenance program after project completion, shall include a scheduled inspection, cleaning, lubrication, adjustment, and repair or replacement of worn or defective parts.
 - 3. Preventive maintenance shall include a minimum of monthly examinations for each of the four elevators at approximately 30 day intervals.
 - 4. Maintenance shall include callbacks at any hour of any day at no additional cost subject to the following exclusion: Repair or replacement due to low voltage, misuse, abuse, or neglect caused by persons other than Elevator Contractor's or subcontractor's personnel is excluded from coverage unless it is a result of work provided under this specification.
 - 5. Contractor is solely responsible for providing a written record of work performed at the time of each visit, which must be kept in the elevator equipment room. Contractor is solely responsible for all General Maintenance Requirements of A17.1 req. 8.6.1.2 and Records per req. 8.6.1.4, including a Maintenance Control Program and quarterly testing and documentation of Firefighters' Emergency Operation. Maintenance record format is subject to approval by Owner and records shall be kept in the machine room and available to the Owner at all times.
 - 6. Maintain the elevator machine room, hoistway, car top, pit, and equipment in these areas in clean condition throughout and at the end of the one year warranty and maintenance period

7. During regular working hours, Elevator Contractor shall respond on site within two hours of any request for service, and within 30 minutes for entrapments or emergency calls. Requests for service during the modernization project when two or fewer of the four elevators are in public use shall be considered to be an emergency call and a 30 minute response is required.
8. Response time from time of call to mechanic arriving on site for overtime callbacks shall not exceed 2 hours.

1.14 EXTENDED MAINTENANCE

- A. In addition to the provisions of maintenance per Section 1.13, provide Alternate Bid #1 pricing to include an additional 2 year Complete Maintenance term beginning at the expiration of the 12 month warranty and maintenance periods. The Owner can accept the extended maintenance alternate at the bid price at any time through the 12 month warranty and maintenance periods.
- B. The extended maintenance period shall include Section 1.13 provisions except that Elevator Contractor shall provide a separate price for 24 hour call back coverage.
- C. The Owner shall have the option of up to three additional 1 year extensions after the initial 2 year extended period.
- D. Annual price adjustment after year 1 of the initial maintenance extension shall be based on actual labor and material escalations, but shall not exceed 3.5% in any given year.

1.15 CONTRACT ADMINISTRATION

- A. Bidder shall be prepared to enter into a Public Works Construction Contract prepared by Dane County. See sample contract.
- B. Progress payments shall be submitted for payment in compliance with the General Conditions of Contract.
 1. Engineering charges of no more than 6% of the contract total may be invoiced upon completion of the submittal process. Requests for prepayment of other services not yet provided or material not delivered to the installation crew will not be considered.
 2. Progress payments shall be submitted for payment based on material delivered to jobsite and field labor expended by IUEC personnel up to date of payment request.

PART 2 – PRODUCTS

2.1 SUMMARY: FOUR (4) EXISTING ELECTRIC PASSENGER ELEVATORS NO 1 TO 4

FEATURE/COMPONENT	ELEVATOR #C1-C2	ELEVATOR #C3-C4	DISPOSITION
STATE REGISTRATION NUMBER	C1 11078 C2 11079	C3 11076 C4 11077	ELEVATOR #1-2-3-4
CAPACITY	2500 LBS	2500 LBS	RETAIN
RATED SPEED	350 FPM	350 FPM	RETAIN
CONTRACT DATE	4/3/1957	4/3/1957	
MODERNIZATION YEAR	1988	1988	
NET TRAVEL	75' 10-1/4"	99' 1-1/2"	RETAIN (VERIFY)
POWER SUPPLY	208 VAC – 3 PH – 60 CY	208 VAC – 3 PH – 60 CY	RETAIN (VERIFY)
LANDINGS (IN LINE)	GA-GR-1-2-3-4-5	GA-GR-1-2-3-4-5-6-7	RETAIN
PLATFORM	7' 0" w x 5' 0" d	7' 0" w x 5' 0" d	RETAIN
APPR CLEAR INSIDE	6' 8" w x 4' 3" d	6' 8" w x 4' 3" d	RETAIN
MACHINE LOCATION	OVERHEAD	OVERHEAD	NEW IN OVERHEAD
GEARED TRACTION MACHINE	WESTINGHOUSE #57 GEARED	WESTINGHOUSE #57 GEARED	HOLLISTER-WHITNEY TYPE 54
HOIST MOTOR	25 HP, DC	25 HP, DC	25 HP, AC
SUSPENSION ROPES	6-1/2" 8X19 TRACTION STEEL ROPED 1:1	6-1/2" 8X19 TRACTION STEEL ROPED 1:1	NEW TRACTION STEEL PER HOLLISTER WHITNEY REQ'TS
CONTROLLER	MOTION CONTROL ENG VVMC-1000	MOTION CONTROL ENG VVMC-1000	NEW NONPROPRIETAR MICROPROCESSOR
MOTION CONTROL	EXISTING VARIABLE VOLTAGE DRIVE	EXISTING VARIABLE VOLTAGE DRIVE	NEW FLUX VECTOR AC DIGITAL CLOSED LOOP REGENERATIVE DRIVE
OPERATION CONTROL	GROUP SELECTIVE COLLECTIVE	GROUP SELECTIVE COLLECTIVE	GROUP COLLECTIVE NON-PROPRIETARY TRACTION CONTROL
REMOTE CONTROL	N/A	ELEVATOR #3 ONLY	CAPABILITY TO REMOTELY CONTROL ELEV #3 AND ELEV #4
CONTROL FEATURES, PROVIDE NEW	FIREFIGHTERS' OPERATION PHASES I & II LOADWEIGHING BYPASS AND ANTI-NUISANCE DEVICE INDEPENDENT SERVICE, HOISTWAY ACCESS OPERATION ASCENDING CAR AND UNINTENDED MOTION PROTECTION		
ENTRANCE SIZE, FRONT ONLY	3' 8" w x 6' 8" CENTER OPENING	3' 8" w x 6' 8" CENTER OPENING	RETAIN OPENINGS AND SIZE
DOOR PROTECTION	#1 SAFETY EDE/EYES #2 CEDES CEGARD	#3 CEDES CEGARD #4 SAFETY EDE/EYES	NEW CEDES OR FORMULA SYST FCU47
CAR DOOR EQUIPMENT	WESTINGHOUSE	WESTINGHOUSE	NEW DOOR PANELS, HANGAR W/ TRACKS, SHEAVES, CLUTCH
DOOR OPERATOR	WESTINGHOUSE TYPE AA OPERATOR	WESTINGHOUSE TYPE AA OPERATOR	NEW VARIABLE FREQ MICROPROCESSOR
HATCH DOOR EQUIP	WESTINGHOUSE	WESTINGHOUSE	NEW GAL HANGARS W/ TRACKS/RETAINERS SHEAVES/INTERLOCKS CLOSERS/GIBS
HOISTWAY DOOR PANELS	BAKED ENAMEL	BAKED ENAMEL	NEW 1-1/2 HR LABELED WITH SIGHT GUARDS, EMERG KEYHOLES

FEATURE/COMPONENT	ELEVATOR #C1-C2	ELEVATOR #C3-C4	DISPOSITION
HOISTWAY DOOR SILLS	CAST IRON	CAST IRON	RETAIN, CLEAN, PAINT EXISTING SILLS
SAFETY	WESTINGHOUSE FLEXIBLE GUIDE CLAMP	WESTINGHOUSE FLEXIBLE GUIDE CLAMP	REFURBISH, INSPECT CALIBRATE, TEST
SPEED GOVERNOR	WESTINGHOUSE W5 CENTRIFUGAL	WESTINGHOUSE W5 CENTRIFUGAL	NEW HW CENTRIFUGAL
GOVERNOR ROPE AND TENSION ASSEMBLY	1/2 8 X 19 TS WEST TENSION ASSEMBLY	1/2 8 X 19 TS WEST TENSION ASSEMBLY	NEW COMPATIBLE WITH NEW GOVERNOR
COMPENSATION	NONE	NONE	NEW WHISPERFLEX AS REQUIRED
CAR OIL BUFFER	WESTINGHOUSE SINGLE OIL BUFFER	WESTINGHOUSE SINGLE OIL BUFFER	RETAIN, CLEAN, PAINT, RECONDITION AS REQUIRED, NEW FLUID
COUNTERWEIGHT OIL BUFFER	WESTINGHOUSE SINGLE OIL BUFFER	WESTINGHOUSE SINGLE OIL BUFFER	RETAIN, CLEAN, PAINT, RECONDITION AS REQUIRED, NEW FLUID
CAR ROLLER GUIDES	WESTINGHOUSE WITH 6" ROLLERS	WESTINGHOUSE WITH 6" ROLLERS	NEW ELSCO MODEL B WITH 3 - 6" NEOPRENE ROLLERS
COUNTERWEIGHT ROLLER GUIDES	WESTINGHOUSE W/ 3-1/2"/4-1/2" ROLLERS	WESTINGHOUSE W/ 3-1/2"/4-1/2" ROLLERS	NEW ELSCO MODEL D WITH 3 - 3-1/4" NEOPRENE ROLLERS
GUIDE RAILS, RAIL BRACKETS, ALL FASTENERS	15# CAR / 8 # CWT	15# CAR / 8 # CWT	RETAIN, ALIGN, CLEAN TIGHTEN GUIDE RAILS, BRACKETS AS REQ'D
OVERHEAD DEFLECTOR SHEAVE	WESTINGHOUSE	WESTINGHOUSE	NEW, AT MIN LOCATE #1-2 IN MACHINE ROOM
COUNTERWEIGHT	RETAIN, RECONDITION, REBALANCE, ADD'L WEIGHTS AS REQUIRED		
TERMINAL STOPPING DEVICES			NEW COMPATABLE WITH CONTROLLER
CAR ENCLOSURES	RENOVATE EXISTING CAR ENCLOSURES AS SPECIFIED. INTEGRAL EMERGENCY LIGHT WITH CAR LIGHTING		
SIGNAL FIXTURES	INNOVATION INDUSTRIES SERIAL LINK FIXTURES W/ LED ILLUMINATION		
CAR STATION	ALL NEW, DEVICES TO BE PROVIDED IN ONE COVERPLATE: RAISED PUSHBUTTONS, KEY SWITCHES, FLUSH BRAILLE, 2" HIGH DIGITAL POSITION INDICATOR, ADA COMPLIANT TELEPHONE		
HALL LANTERNS	NEW AT EACH LANDING SIZED TO DUPLICATE EXISTING LANTERNS		
CORRIDOR STATIONS	NEW RECESSED STATIONS W/ "IN CASE OF FIRE" SIGNAGE/GRAPHICS NEW FIREFIGHTERS' STATION AT DESIGNATED LANDING NEW HOISTWAY ACCESS SWITCHES AT TOP TERMINAL LANDINGS		
CORRIDOR POSITION INDICATOR	NEW 2" HIGH DIGITAL POSITION INDICATOR IN LOBBY PANEL AT GR WITH CONTROLLER DRIVER		
SECURITY	MOUNT OWNER'S NEW CARD READER ON CAR STATIONS IN EACH CAR		
CAMERA	MOUNT OWNER'S NEW CAMERA/DOME HSG IN EACH CAR ENCLOSURE		
LOBBY PANEL	NEW AT GR WITH 2" POSITION INDICATORS AND FIRE SERVICE DEVICES		
HALL STATIONS	OVERSIZE EACH LANDING WITH 'IN CASE OF FIRE' SIGNAGE		
KEYED C/O SW @ GR	BLANK PL AT GR, A TIMER SHALL DISABLE ELEV #1-2 AFTER HOURS		
JAMB BRAILLE	NEW BLACK BACKGROUND WITH CONTRASTING FLOOR NUMBERS		
TOP OF CAR INSP STN	NEW WITH ENABLE BUTTON, GFI RECEPTACLE, AND LIGHTS		
MISCELLANEOUS NEW	NEW PIT STOP SWITCHES, ALARM BELL, MODIFY CAR TOP STANDARD RAILINGS FOR CODE COMPLIANCE #1-2-4, NEW RAILING FOR ELEV #3, ALL NEW CAR & HOISTWAY WIRING INCLUDING TRAVELING CABLES		

2.2 MATERIALS

The following suppliers and products may be considered approved providing they comply with other specification requirements. Other suppliers and products must be approved by Consultant and The Owner in writing prior to Bid Date.

A. MICROPROCESSOR-BASED GROUP CONTROLS: The following control systems are approved subject to full compliance with requirements of req. 2.4 A.

1. GAL Manufacturing – GALaxy Elevator Control
2. Motion Control Engineering – iControl with iCentral Independent Dispatcher
3. or approved equal

B. TRACTION MACHINE

1. Hollister-Whitney Model 54OH
2. or approved equal

C. CLOSED LOOP DOOR OPERATOR

1. G.A.L. Manufacturing – MOVFR II
2. or approved equal

D. SIGNAL FIXTURES

1. Innovation Industries, Incorporated
2. or approved equal

E. HOISTWAY DOOR PANELS

1. Columbia Elevator Products
2. Gunderlin Ltd
3. Hauenstein & Burmeister
4. Tyler Elevator Products
5. Or approved equal

F. CAR ENCLOSURE RENOVATIONS

1. SnapCab Elevator Interior Systems

2.3 GROUP OPERATION

Group Collective Operation: Using a microprocessor-based controller, the operation shall be automatic by means of the car and hall buttons. In the absence of system activity, one car can be made to park at the pre-selected main landing. The other (free) cars shall park in multiple zones, changing their location with traffic demands.

Should one computer lose power or become inoperative in any way, the other elevators shall be capable of accepting and answering all hall calls.

2.4 MACHINE ROOM EQUIPMENT

A. MICROPROCESSOR BASED CONTROLS

The elevator controllers shall be non-proprietary microprocessor based, designed specifically for elevator applications, and shall comply with all applicable elevator and electrical safety codes. Elevator logic shall be implemented with a real-time, multi-tasking operating system to allow the processor to simultaneously execute elevator control logic, drive control logic, operator interface logic, and communication support. The controller shall be approved to the latest edition of ASME-A17.5, and a complete procedure for testing and demonstrating compliance to the latest edition of ASME A17.1 shall be provided.

1. **MOTION CONTROL:** Microprocessor based AC, synchronous motor control with digitally encoded closed-loop position velocity feedback suitable for operation specified and capable of providing smooth, comfortable car acceleration, retardation, and dynamic braking. The closed loop feedback power control shall continuously monitor the actual elevator speed for optimal, safe operation.
2. **POWER CONVERSION AND REGULATION:** A Magnetek Quattro Cube AC drive shall be provided, fully regenerative to allow the overhauling loads to feed clean power back to the building's electrical system. Isolation transformer, suppression and/or filters for electromagnetic interference (EMI) and radio frequency interference (RFI) shall be provided where required due to site conditions.
3. **ON-BOARD DIAGNOSTICS:** The controller shall have extensive on-board diagnostic capability. All available programming options or parameters shall have field programmable parameters (door times, etc) without requiring external tools or troubleshooting devices. The control system shall be equipped with a built-in 20" touch screen tablet, plainly labeled diagnostic LEDs, indicators for displaying car position, direction, car/hall calls, relay indicators, etc., and buttons to allow user interface to all controller adjustment and setup parameters. The display shall show data and menus in readily understood character format, rather than using numeric, binary, or other installation codes. No service tool shall be required for maintenance, adjustment, or troubleshooting. Time based requirements to upgrade software or access shall be prohibited. Programmable options and parameters shall be stored in nonvolatile memory. If MCE equipment is utilized, provide iQue and iReport.
4. **INDEPENDENT SERVICE:** Independent service operation shall be provided so that actuation of a key switch in the car operating panel will cancel any existing car calls, and hold the doors open at the landing. The elevator will then respond only to car calls. Car and hoistway doors will only close with momentary pressure on a car call pushbutton or constant pressure on the door close button.
5. **HOISTWAY ACCESS OPERATION:** When enabled by the in-car inspection key switch, access to the car top and pit shall be available through means of key switches at both terminal landings. The operation of the continuous pressure key switch at either access landing will initiate and maintain movement of the car with the hoistway doors at this landing open, subject to code requirements.
6. **MACHINE ROOM INSPECTION OPERATION.** An inspection switch and an up/down switch shall be provided in the controller to enable inspection operation. When activated the elevator shall be removed from group operation.
7. **UNINTENDED MOTION AND ASCENDING CAR OVERSPEED PROTECTION.**

8. LEVELING: The elevators shall be equipped with automatic two-way leveling to control initial floor stops of the car to within .25" (6.35 mm) or better above or below the landing sill, with any load up to full load.
9. LOAD WEIGHING: Provide means for weighing car passenger load. Provide hall call by-pass when the car is filled to preset percentage of rated capacity and traveling in down direction. If car loading relative to weight in car is not commensurate with number of registered car calls, then cancel car calls.
10. DISPATCHING: The control system shall incorporate multiple microprocessor systems, one installed inside each car control cabinet. Car controllers shall communicate and share dispatching functions of supervision and call assignment data with backup group dispatching from other controllers.
11. CAR AND HALL POSITION INDICATORS: Provide digital driver as required for new digital hall position indicators in the Fire Status Panel at GR and in the car.
12. FIREFIGHTERS' EMERGENCY OPERATION: FEO and operating features shall be incorporated per ANSI A17.1-2013 code requirements.
13. AUTO CAR LIGHTING SHUTOFF: For automatic operation of car lighting in compliance with ASME A17.1-2013 req. 2.14.7.2.2.
14. REMOTE MONITORING: Web browser based remote monitoring, reporting, and programming software shall be provided and operational.
15. USER INTERFACE: Provide one minimum 20" touch screen tablet mounted inside controller in machine room for diagnostics, fault reporting, and adjustment of parameters, timers, call security settings, and ride quality. In addition provide capability for an offsite web browser based interface without pass codes or license required for use, with availability of building management displays and reports. All diagnostic and programming equipment including hardware, software, and instructional manuals shall be considered the property of the Owner. MCE controls shall have iView and iCue. GAL controls to store wiring diagrams and MCP electronically in machine room.
16. WI-FI: Built in WI-FI network in machine room for GAL controls.
17. SERIAL LINK: Of all car and hall pushbuttons, hall lanterns, etc.
18. SECURITY: Include all provisions to function with new proximity type card reader and camera in each car.
19. TIME CLOCK: Controller shall have integral time clock function to deactivate elevators #1-2 on a daily schedule.
20. REMOTE OPERATION: Currently elevator #3 can be remotely operated from the CCB Master Control at the 6th floor. Control can call elevator #3 up to 6 or 7 and disable or operate the doors. Elevator #4 currently has access only from GA-GR-1 to the 6th floor. Going forward, Control shall be able to call either elevator #3 or #4 to the 6th or 7th floors and disable or operate the doors, one elevator at a time.
21. BMS: Coordinate with Building Management System software and connection, which Owner will provide in the machine room.
22. TECHNICAL SUPPORT: In-house technical support from the control manufacturer for the life of the product, available to both the initial installer and any future maintenance company.
23. PARTS AVAILABILITY: Minimum of 10 years available supply for key spare and replacement parts. See also Section 3.7.F for site specific spare parts requirements.

B. GEARED TRACTION MACHINES

New heavy duty machines of the single worm geared traction type shall be designed for the existing capacity and new increased rated speed. Each traction machine shall utilize tapered roller bearings and have a bronze ring gear and a hardened steel worm on an integral shaft. All components shall be mounted on a continuous steel base plate.

1. MACHINE MOUNTING: Each machine shall be installed directly over the hoistway and fastened to the existing building structure per site conditions. Verify machine beam reactions, and provide structural mounting to the existing machine beams consistent with the new machine manufacturer's recommendations. Incorporate the manufacturer's recommended isolation assembly to minimize the transmission of noise and/or vibration to the elevator car, building structure, or occupied areas of the building.
 2. AC MOTOR: Each new traction machine shall have a low slip AC motor especially designed for elevator service. The motor stator shall be dynamically balanced and supported by ball bearings. Each motor shall be 25 HP, or otherwise sized and configured for the duty specified. The motor stator shall be dynamically balanced and supported by ball bearings. A digital velocity encoder shall be mounted on the motor to give feedback to the controller on motor speed position. The AC motor encoder shall be electrically isolated from the motor.
 3. DC MACHINE BRAKE: A solenoid activated Model #102 disc type machine brake shall be spring applied and electrically released, and designed to hold the car at the floor with load up to 25% in excess of the rated load, after it has come to rest. The brake shall be designed to automatically apply in event of interruption of power supply from any cause, and be equipped with a brake switch. Control of the brake shall be digital. The setting and lifting of the brake shall be software based and all electronic. A brake monitor shall be provided.
 4. DRIVE SHEAVE: Each machine shall have a demountable traction sheave accurately turned and grooved for the quantity and size of hoist cables required for the duty specified. The drive sheave shall be equipped with suitable sheave and cable guards by the elevator contractor.
- C. EMERGENCY BRAKE: A new rope gripper or other approved emergency brake shall be provided for protection against ascending car overspeed and unintended car movement in conformance with ASME A17.1-2013 requirement 2.19. The device shall stop the elevator in the event of a mechanical or electrical failure in both the upward or downward direction. If "Rope Gripper" is provided, The device shall be mechanically activated and hydraulically reset. Contractor shall order structural mounting option from Hollister-Whitney, integral to the machine bedplate. Mount "Rope Gripper" pumping unit within six feet of device, then wear in and test linings consistent with manufacturer's recommended procedures.
- D. DEFLECTOR SHEAVES: Remove existing cable deflector sheaves. Furnish and install new metal cable deflector sheave. New sheaves shall have sufficient structural mounting and be equipped with steel shaft, ball bearings, and sheave guards. The elevator #1-2 deflector sheaves at a minimum shall be located in the machine room.
- E. TEMPERATURE/HUMIDITY SIGNAGE: The temperature and humidity range specified by the elevator controls manufacturer shall be permanently posted in the machine room.
- F. CODE DATA PLATE: Provide metal plate on controller indicating A17.1 and IND4/Comm 18/SPS 318 codes under which the elevators were installed and modernized.
- G. STRUCTURAL MOUNTING:
1. Furnish and install structural steel where required and provide or modify supports for the new traction machines, emergency brake, and all machine room or hoistway mounted cable deflector sheaves. Provide bearing plates, anchors, shelf angles,

beams, and blocking as required to support new equipment. Include all mounting hardware and related components.

2. Provide any engineering or design services for the installation of new equipment requested by the Madison Fire Department or Department of Safety and Professional Services. Elevator Contractor shall verify the adequacy of new or existing structural beams, structural slabs, supports, foundations, or building structure to support the loads by a licensed professional engineer as required by ASME A17.1-2013 req. 2.9, the Madison Fire Department, or Wisconsin Department of Commerce, Safety & Building Division (SBD). All costs shall be borne by the elevator contractor.
3. All welding shall comply with ASME A17.1-2013 req. 8.8. Where adjacent beams have greater than 5 degree sloping flanges of structural shapes, beveled steel washers shall be used. All structural supports, guarding, etc. shall be painted by elevator contractor.

H. SPEED GOVERNOR

A new Hollister-Whitney centrifugal overspeed governor shall be provided in the machine room, complete with new wire rope and tension weight assembly, and the applicable acceptance tests made.

2.5 HOISTWAY EQUIPMENT

- A. GUIDE RAILS: Reuse planed steel car and counterweight guide rails and rail brackets. Tighten rail bracket, rail clip, fishplate and connection bolts, shim, realign, clean, file rails and joints as required to provide smooth car ride. Provide supplemental rail brackets, supports, and/or backing where needed to enhance car ride quality or minimize deflection.
- B. COUNTERWEIGHT RUNBY DATA PLATE: Provide in elevator pit indicating the maximum designed counterweight runby per A17.1-2013 Requirement 2.4.5.
- C. HOISTWAY ACCESS: Hoistway access operation shall be provided from new keyed switches at the top landing (floor 5 for elev #1-2 and floor 7 for elev #3-4) in compliance with A17.1-2013 Requirement 2.12.7. Key switch is not required at GA due to walk-in pit.
- D. TERMINAL-SLOWDOWN AND STOPPING DEVICES: New Terminal-Stopping Devices compatible with new controls shall be provided in compliance with A17.1-2013 Requirement 2.25.
- E. COUNTERWEIGHT ROLLER GUIDES: Furnish and install new ELSCO Model D spring-loaded roller guide with three 3-1/4" neoprene rollers, including design and installation of steel adaptor plates as required.
- F. COUNTERWEIGHT
 1. Contractor shall insure that no defects exist or shall repair or replace; including frame with weights, wire rope terminations, and provide a minimum of 6" counterweight runby at all times.
 2. Elevator cars shall be suitably counter-balanced by adjusting the quantity of existing and/or new counterweight fillers to a 40-45% ratio per industry standards. Take measures to reduce free play in filler weights and all associated noise.
 3. If the modernization results in an increase or decrease in the deadweight of the car that increases or decreases the sum of the deadweight and rated load, as originally installed, by more than 5%, the installation shall be made to conform to all applicable code requirements.

- G. CAR AND COUNTERWEIGHT BUFFERS: The existing spring return oil buffers can be reused if found to be in acceptable condition and successfully tested. If reused, replace buffer fluid, recondition, paint, and demonstrate successful buffer test. Otherwise provide new oil buffers. Provide new buffer switch to prevent operation of the elevator should the buffer not be fully extended
- H. PIT EQUIPMENT: Clean and paint all new and existing pit equipment, including governor tension assembly, pit floor, oil buffers, stands, and support channels.
- I. PIT STOP SWITCH: Install new pit stop switch for elevators #1-2-3-4 and an additional stop switch for elevator #3 located adjacent to the pit access door. Provide same pit switch as elevator #5-6.
- J. DOOR OPERATOR EQUIPMENT: All new and existing door operator equipment shall be replaced and adjusted to comply with current Elevator code and Part 3 Performance standards, including the maintenance standards contained in the NEII-1 Building Transportation Standards and Guidelines by the National Elevator Industry, Inc.
1. DOOR OPERATOR: A new closed loop, microprocessor based door operator shall be provided, GAL-MOVFR II or approved equal. The processor will monitor the door's actual position and velocity compared to its desired position and velocity. If variations are detected in the profile the command will be automatically corrected. One hand-held programmer used to adjust the operator shall be provided and is to be considered property of the Owner.
 2. CAR DOOR HANGARS: Provide complete new car door hangars, including header, steel tracks, 3-1/4" polyurethane rollers, and cable relating.
 3. HOISTWAY DOOR HANGARS: Provide complete header assembly and securely fasten in place. Provide new hoistway door hangars, utilizing formed steel tracks contoured to match the hangar sheave, 3-1/4" polyurethane rollers, and safety retainers and interlocking means per A17.1-2013 req. 2.11.11.8. Each track shall be reversible.
 4. HOISTWAY DOOR INTERLOCKS AND CLOSERS: Provide new UL approved GAL Type MO hoistway door interlocks. Provide sill-mounted spring type or counterweighted hoistway door closers at each landing. One hoistway door unlocking key shall be provided in each Elevator machine room. Provide metal plug meeting Owner's approval over old interlock release located in entrance jamb before painting by Owner.
 5. HOISTWAY ENTRANCE FRAMES AND FASCIA: Retain existing hoistway entrance frames. Replace door jamb bumpers as required. Clean and paint any corroded hoistway hangar dust covers or fascia plates, replace any others that are excessively corroded, damaged or missing.
 6. HOISTWAY DOORS PANELS: Provide new horizontal sliding door panels of furniture steel construction at each landing with minimum 1-1/2 hr UL fire rating. The new panels shall be of minimum 16 gauge rigid double skin hollow metal construction with vertical internal channel reinforcement, and suitably drilled and reinforced to accept the new door operator equipment. The panels shall have powder paint finish in a color selected by Owner, most likely a custom color. Sight guards with same powder coat finish and metal escutcheon for new door release keyway shall be provided at all landings. Two new galvanized hoistway door guides (gibs) and separate galvanized fire door retainer shall be provided at the bottom of each panel.
 7. CAR AND HOISTWAY DOOR SILLS: Provide a new two-speed extruded aluminum car sill across the entrance end of each existing platform, shim and securely fasten in

place. Clean, polish, and paint all existing cast iron landing sills black or other approved color, including ends inside hoistway

8. **RUNNING CLEARANCE:** The horizontal clearance between the car and landing sills shall not exceed 1-1/4" at any landing, and shall not be less than 3/4", and the platform shall be level with the landings.
9. **CAR DOOR CLUTCH:** Furnish and install new LWZ-II car door clutch assembly with zone lock. The door equipment shall be adjusted so that the car or hoistway doors shall not be opened more than 4 inches from inside the car when outside the 7" unlocking zone; and the doors shall be unlocked when the car is within 3 inches above or below the landing.
10. **NEW DOOR REOPENING DEVICE:** Provide new electronic reopening device with minimum of 40 beams that will stop and reopen the car and hoistway doors automatically without contact should the doors become obstructed. The Formula Systems FCU 47 and Cedes Cegard Max entrance protections systems shall be considered acceptable. The use of other products shall first be approved in writing. The new door reopening devices and reduced speed door closing on Phase I and Phase II shall comply with Code requirements on Firefighters' Operation.

K. ELEVATOR IDENTIFICATION

1. **JAMB BRAILLE:** Replace the existing Braille plates on all entrance jambs at each landing.
2. **IN HOISTWAY:** Provide hoistway floor number decals, not less than 4 inches in height, on the hoistway side of the enclosure and new hoistway doors.
3. **ON EQUIPMENT:** Each Elevator shall be identified with the corresponding Elevator number per A17.1-2013 2.29 requirements, on the driving machine, controllers, governor, disconnect switch, crosshead, car operating panel, and buffers.
4. **AT DESIGNATED LANDING:** Provide metal Elevator identification signage on the entrance jamb at the designated landing, not less than 4 inches in height.

L. CAR ACCESSORIES

1. **WORK LIGHT AND RECEPTACLE ON CAR TOP:** Provide 120V 15 ampere utility outlet on the car top with ground-fault circuit-interrupter receptacle (GFCI). A minimum of two lights on each Elevator car top activated by a single switch shall provide an illumination level of not less than 10 fc. The 2nd work light shall have either a retractable type cord or a magnetic base. All light bulbs shall be externally guarded against breakage. Lighting shall not be connected to the load side of the GFCI.
2. **EXHAUST FAN:** A new Man-D-Tec Style MVS-OE or approved equal 12" three-speed squirrel cage fan shall be mounted to car canopy on isolated rubber grommets, operated by a three-speed key switch in car station. Suitable guarding shall be provided below the fan to prevent objects inside the car enclosure from coming into contact with the fan blades.
3. **CAR TOP INSPECTION STATION:** Furnish and install a new NEMA 1 rated top-of-car inspection station with light fixture, transfer switch, emergency stop switch, and constant pressure (up - down - enable) buttons.
4. **STOP SWITCH:** Provide an emergency stop switch within 24" of the landing sill on each car top.
5. **TOP OF CAR RAILING:** A standard railing conforming to A17.1-2013 req. 2.14.1.7 shall be provided on the outside perimeter of the car top on all non-entrance sides.

Elevator contractor shall install new railing on the #3 car top and may replace or make the existing railing on elevators #1-2-4 compliant.

6. EXIT CONTACT: The existing car top emergency exit cover shall be fastened in the closed position from the car top and provided with an electrical contact that must be manually reset from the top of the car after the exit cover is within 2 inches of the fully closed position. Renew any exit cover hinges or fastenings as required.
 7. AUXILIARY WIRING: Make appropriate connections for Elevator telephone, card reader, cameras, or other security to each car and/or machine room. Assist in testing of smoke sensors prior to and at time of inspection.
- M. TAPE OR TAPELESS SELECTOR POSITIONING SYSTEM: A position/speed feedback system shall be provided, using dual independent means reading a fixed hoistway tape or guide rail, a motor or governor encoder, and multiple independent processors. System shall be an absolute position type, in which the car doesn't need to move to establish position in the hoistway after a power outage.
- N. LOADWEIGHING DEVICE: Provide a load weighing device compatible with the controls manufacturer. When an Elevator is filled to an adjustable percentage of the capacity load, the Elevator shall bypasses hall calls but not car calls. The passed landing calls shall remain registered for the next Elevator. The microprocessor control system shall compare the load on the Elevator to the number of car calls registered. If the number of car calls exceeds the load by a field programmable value, the car calls shall be canceled after the first call has been answered. The loadweigher shall automatically recalibrate itself periodically.
- O. SUSPENSION ROPES: New traction steel wire suspension ropes shall be provided of the proper size, grade, construction, and ultimate breaking strength, as determined by the traction machine manufacturer and ASME A17.1 and A17.6 requirements. New wire ropes shall be complete with wedge clamp shackles at both rope terminations, rope data tag, and mounting hardware, including two rope clips per shackle. A minimum of 6" counterweight runby shall be required at all times by this specification. Cable specification data shall also be indicated on a crosshead data plate.
- P. TRAVELING CABLES: New hoistway traveling cables shall be provided containing the appropriate shielded communication or other wires for security, card reader access control system and cameras.

2.6 CAR FRAME AND PLATFORM EQUIPMENT

- A. CAR FRAME: Check, tighten, or renew all car frame fasteners. Paint the accessible parts of the car frame and platform structure including underside of platform in black enamel or other approved color, or fire resistant coating where applicable.
- B. CAR JUNCTION BOX: Remove the existing abandoned junction box from the underside of each platform.
- C. SAFETY DEVICE: The existing safety devices can be retained if inspected, cleaned, tested, and found to be in conformance with code requirements. Provide new safety switch. Otherwise provide new Hollister-Whitney Model 480 Type "B," flexible guide clamp safety.
- D. PLATFORM GUARD (APRON): A new smooth metal guard plate shall be provided on the entrance end of the platform, minimum 14 gauge steel, reinforced and braced, extending below the surface of the platform a minimum of 48 inches, per 2.15.9. Provide galvanized or painted finish.

- E. CAR ROLLER GUIDES: Furnish and install new ELSCO Model B roller guides equipped with three 6" spring dampened, sound-deadening rollers per shoe assembly. Each arm shall be spring mounted with adjustable stops. Adjust to maintain roller contact with the guide rails regardless of load or position in the hoistway.
- F. HITCH PLATE: Make necessary modifications to cable hitch plates on car and counterweight for the quantity and size of suspension ropes required for the new traction machine.
- G. CROSSHEAD DATA PLATE: The existing crosshead data plate shall provide all data required by ASME A17.1-2013 req. 2.16.3.2.2, including actual car weight and suspension rope data. Otherwise provide a new crosshead data plate.

2.7 CAR ENCLOSURE RENOVATIONS – SNAPCAP FUSION

A. ENCLOSURE AND WALLS

- 1. Provide new SnapCab fire retardant removable interlocking horizontal panel system on the side and rear walls. All fasteners and mounting clips must be concealed behind the new panels. MDF that releases formaldehyde shall not be used as core material.
- 2. Layers 2 & 4 on back wall in choice of standard Corning® Gorilla® Glass. Layer 3 in satin stainless steel, and layers 2 & 4 on side wall and accents in Owner's selection of plastic laminate, with 1/8" shadow lines set into surface.
- 3. Provide satin stainless steel corner and front reveals, satin stainless steel toe kicks, with ventilation louvers, and aluminum top cap.

B. ENTRANCE COLUMNS, RETURNS, TRANSOM, HANDRAIL

- 1. Clad all existing stainless steel finishes with new satin stainless steel overlays. If satisfactory to Owner, refinish existing stainless steel in place by an approved metal refinisher in lieu of new cladding.
- 2. New 2" diameter tubular stainless steel handrail shall be provided on rear wall only.
- 3. Install blank satin stainless steel coverplate over the existing car position indicator located in car transom.

C. CAR DOOR PANELS

- 1. New center-opening horizontal sliding door panels of minimum 16 gauge furniture steel construction shall be provided for each car.
- 2. The new panels shall be hollow metal construction, covered with steel on both front and rear sides, sound deadened, with suitable reinforcement to ensure panel rigidity. Panels constructed of tube steel or without metal cladding on front and rear surfaces are not acceptable. The panels shall be reinforced and drilled to accept the new door operator equipment, and provided with two new door guides (gibs) per panel.
- 3. The car enclosure side of the panels shall be clad in #4 satin stainless steel, which shall wrap completely around leading edge of panels at least 1". Exposed rivets on the car side or leading edge of the panels are not acceptable.

D. CEILING, LIGHTING, VENTILATION

- 1. Ceiling: Provide island type suspended ceiling with satin stainless steel finish. Provide Man-D-Tec SOLOBEAM or equivalent low voltage LED lighting system with

a minimum of 6 tamper resistant LED downlights and dimmer. At least 7'5" clear headroom shall be provided under the suspended ceiling.

2. At least one complete lamp cluster shall function as car emergency lighting by MCOP and ACOP using Man-D-Tec ELS-LED-2 option or equivalent.
 3. Provide automatic operation of car lighting to control lights in an unoccupied cab in compliance with ASME A17.1-2013 req. 2.14.7.2.2 after an adjustable time interval.
 4. Ventilation: Man-D-Tec Style MVS-12 or approved equal 12" two-speed fan mounted to car canopy on isolated rubber grommets, with two-speed key switch in car station.
- E. CAR SILL: Furnish and install a new one-piece extruded aluminum car door sill, securely fastened to the entrance end of each car platform.
- F. MISCELLANEOUS: Install new camera provided by others in each elevator cab, including the associated wiring back to the elevator controller by elevator contractor.
- G. FINISH CAR FLOORING: Remove existing finish flooring for replacement by Owner.

2.8 SIGNAL FIXTURES – GENERAL

- A. COVERPLATES: Unless otherwise stated, all new signal fixture coverplates shall be #4 brushed stainless steel, approximately 1/8" thick with finished edges, and have tamperproof fasteners. All new corridor station coverplates shall not project more than 1/8" and be sized to cover both existing cutouts without additional filler plates.
- B. PUSHBUTTONS: New pushbuttons shall be Innovation Industries call register pushbuttons. Owner shall select from several pushbutton types. Consultant will provide button samples for Owner's consideration.
- C. ILLUMINATION: All new signal fixtures, including car and landing pushbuttons, position indicator, and hall lantern direction indicators shall be provided with long-life LED illumination. The pushbutton visible indication shall extinguish when the car arrives at the designated floor. Buttons shall have white LED illumination. Position indicators shall have red segmented illumination.
- D. KEYS: A total of two (2) keys shall be provided for each and every key switch provided in the car, corridor, or other stations.

2.9 CAR SIGNAL EQUIPMENT

- A. MAIN CAR OPERATING PANEL (MCOP): Contractor shall provide one new recessed main car operating panel per elevator, containing all specified devices in a single stainless steel coverplate.
1. Elevator number and rated load on laser etched plates near top of coverplate
 2. Digital car position indicator with 2" high visible indicator.
 3. Fire Cabinet: Fire Operation devices grouped together behind a locked cover labeled 'Firefighters' Operation' near the upper section of the car operating panel and operable by a FEO-K1 switch. An illuminated visual signal shall be located above in the car operating panel coverplate. Devices behind the locked cover shall include: Fire Operation key switch, call cancel button, additional visual signal, Firefighters' stop switch, door open and door close buttons, and operating procedures signage.

4. Floor call buttons shall be arranged with numbers in ascending order up to 48" high, and shall read from left to right. Secured floor buttons shall register calls only on Firefighters' Operation when access control security is enabled.
 5. Non-illuminated door open and door close buttons.
 6. Alarm button and new bell shall be provided, button shall illuminate when actuated.
 7. Keyed in-car stop switch.
 8. Braille: Metal tactile characters and Braille, mechanically fastened and field replaceable integral cast designations substantially flush with the front of the coverplate. Adhesive type plates are not acceptable
 9. A locked service cabinet shall be provided with toggle switches for fan, light, and independent service; a keyed switch for inspection enable, and test button for car emergency lighting. If space limitations exist, locating service cabinet in ACOP instead will be permitted.
 10. Provide a self-dialing ADA compliant telephone in a recessed telephone cabinet and compatible with customer's telephone system. Elevator Contractor shall provide the programming and testing of the telephone. The phone shall be programmed to dial Owner's 24/7 call service.
 11. Support – Car station shall be provided with heavy duty hinges and shall swing open to the side.
 12. Company name or logo: None visible is permitted.
- B. AUXILIARY CAR OPERATING PANEL (ACOP): Contractor shall provide one new recessed auxiliary car operating panel per elevator, containing all specified devices in a single stainless steel coverplate. ACOP shall include devices 1-2-4-5-6-8-11-12 in 2.09.A above.
- C. SECURITY: Include all provisions by Elevator Contractor to function with new proximity type card reader and camera systems furnished by Owner.
1. Mount card reader and camera in each car enclosure.
 2. Install wiring back to the elevator controllers. Provide twister pair shielded wiring in traveling cable or run Cat 6 cable if provided by others.
- D. ELEVATOR VOICE ANNOUNCER: Audible voice announcer shall play message as the Elevator passes or stops at a floor, and contain additional standard messages as selected by Owner. Device shall have volume adjustment and the ability to deactivate non-code required messages.

2.10 CORRIDOR SIGNAL FIXTURES

A. CALL STATIONS:

1. Provide a total of two risers of flush corridor call stations containing a single call register button at each terminal landing and up and down call register buttons at intermediate landings with buttons centered at 42" AFF.
2. New flush stations shall be sized at least 10" x 24" to replace the existing corridor call station and surround plate at each landing with a single coverplate.
3. West elevator #3-4 hall station riser to have additional single call button for floors 6-7 and additional engraving or laser etched plate as requested by Owner.
4. Provide integral signage in the hall stations at each landing with color graphics and engraving "In Case Of Fire Elevators Are Out Of Service." Special epoxy filled graphics shall be provided in lieu of standard Innovation Industries painted flame.

- B. ELEVATOR ACCESS PANEL: Remove existing coverplate with 5 key switches for elevators #3-4 at the GA landing. Replace with blank satin stainless steel coverplate.
- C. HOISTWAY ACCESS: Provide new constant pressure keyed access switch with labeled key core at the top landing (floor 5 for elev #1-2 and floor 7 for elev 3-4). The same key shall activate the Enable switch in the car. Switch is not required at GA due to walk-in pit.
- D. PHASE I FIREFIGHTERS' OPERATION: Provide A17.1-2013 compliant Phase I emergency recall key switch, illuminated signal, and field replaceable Phase I operating procedures signage in the Fire Status Panel at the designated landing.
- E. HALL LANTERNS: New flush mounted up and down hall lanterns with multiple LED illuminated visual signals and double stroke ADA compliant gong shall be provided at each elevator entrance. Elevator number shall be incorporated into new hall lantern, which shall be designed to duplicate the existing style lanterns and fit over the existing recessed box. Volume of gong shall be adjustable.
- F. FIRE STATUS/LOBBY PANEL: A fire status panel shall be provided in place of the original Westinghouse lobby panel at the GR landing, and shall be equipped with the following devices at a minimum:
 - 1. Digital car position indicator with min 2" high digital LED readout for each elevator
 - 2. Phase I Fire Recall key switch, Fire Recall jewel, and Fire Recall operating instructions in laser etched replaceable insert
 - 3. Engraving shall be provided for these devices as approved by Owner
 - 4. Incorporate laser etched replaceable insert diagram showing key plan of elevators #1-2-3-4 with elevator number.
 - 5. Integral Firefighters' key box keyed 25460. Place 5 FEO-K1 keys, a machine room key, and a hoistway door unlocking key inside the new Firefighters' key box.
 - 6. Any other devices requested by Owner or required by the AHJ.
 - 7. All wiring between the fire status panel and Elevator hoistway and associated devices shall be furnished and installed by the Elevator Contractor.
- G. CUTTING AND PATCHING: The Elevator Contractor shall design new corridor signal fixtures to cover old devices, and otherwise provide all cutting and patching for installation of all new signal fixtures.
- H. DOOR KEY BOX: Install blank satin stainless steel coverplate over the existing hoistway door key box at the GA landing.

PART 3 – EXECUTION

3.1 SITE CONDITIONS AND INSPECTION

Bidder is responsible for inspecting the Elevator equipment and verifying all critical dimensions, voltages, and equipment prior to fabrication. Should Contractor discover material discrepancies, additional project requirements, or other conditions detrimental to performance of work under this Section. Consultant and Owner shall be notified immediately.

3.2 INSTALLATION

- A. Install all Elevator components.
- B. Suitable screening or separation between Elevator hoistways, in accordance with Section 8.3 of the Elevator Industry Field Employees' Safety Handbook.
- C. Protection of floors, walls, and Elevator entrances. Keep hoistway doors in the closed position or provide sufficient barricades to protect residents and contractors from open hoistways during work activity per good industry standards and OSHA Regulations.
- D. All welding shall comply with ASME A17.1-2013 req. 8.8.
- E. Welding, cutting, grinding, and other work tasks that create dust or may affect air quality shall require at least 48 hours advance notice to Owner prior to proceeding. Elevator Contractor shall coordinate the temporary deactivation of affected smoke or heat sensing devices with Owner and be responsible for dust containment and adequate ventilation of fumes away from occupied areas and out of building.
- F. Cutting and/or patching of hoistway walls and equipment room floor. Contractor shall provide any needed cutouts and shall patch and close up any existing openings no longer required.
- G. A clear path shall be provided to all new components or equipment that require maintenance, of not less than 18 inches clearance in the direction(s) required for maintenance access.
- H. Sufficient hoistway clearances shall be provided and maintained per code requirements.
- I. All field wiring required to perform work under this Section shall be provided, and in compliance with NFPA 70.
- J. All car and hoistway wiring shall be replaced, all insulation on new wiring shall have flame retardant and moisture-proof outer covering and shall be run in conduit, tubing, or electrical raceways. Contractor may reuse existing raceways with the mutual consent of Consultant and Owner.
- K. All new flexible hoistway traveling cables shall be provided, suitably suspended to relieve strain on individual conductors. Elevator traveling cable shall be Type E, EO, ETP, or ETT. A minimum of 10% spare wires for future use shall be provided in both the traveling cables(s) and hoistway wiring. Tag conductors as 'spares'.
- L. AC motor encoder shall be electrically isolated from the motor.

- M. The near geared traction machines shall be properly installed, commissioned, and the DC brake adjusted per manufacturer's recommended procedures.
- N. The machine, drive sheave, and cable deflector sheave shall be equipped with guarding by Elevator Contractor.
- O. Conduit shall not be used for bracing or mounting of material, equipment, or guards.
- P. Protect equipment and exposed finishes from damage during installation.

3.3 FIELD QUALITY CONTROL

Owner or their designee may periodically check the jobsite during the course of installation to view execution of work. Full cooperation and communication with the Owner, Consultant, or their designees, who do NOT supervise or direct work, is mandatory.

3.4 PRODUCT DELIVERY, SITE ORGANIZATION AND CLEANUP

- A. Contractor shall take precautions to secure the Elevator hoistway and construction tools and equipment from other contractors and personnel. Coordinate work with Owner's Contractors to minimize conflict with construction operations.
- B. Deliver materials in original, unopened protective packaging. Temporary storage of materials, job boxes, etc. must be arranged with Owner. Due to the nature of this modernization project, Elevator Contractor shall provide off-site storage until components are needed on site. Protect equipment and finishes from damage during transportation, storage, and construction. Provide protective coverings, barriers, etc. to protect equipment and finishes.
- C. All waste items including, but not limited to, cleaning compounds or fluids, waste cloths or wipers, lubricants, old parts, containers, oil absorbent or oil absorbent pads, and waste oil must be removed from the premises and disposed of offsite by Contractor in full compliance with OSHA and EPA guidelines.
- D. All required safety signage shall be provided by the Elevator Contractor.
- E. The car top, hoistway, machine room, pit, and equipment located in these areas shall be thoroughly cleaned at completion of the modernization work and at the end of the one year warranty/maintenance period, to both the Owner and Consultant's satisfaction.
- F. Machine room cleaning shall include cleaning the retained conduits and wireways, disconnect switches, ducts, and other machine room equipment that will be retained.
- G. Hoistway cleaning shall include guide rails and rail brackets, divider and other structural beams in the hoistway, counterweights and shackles, platform apron and fascia, hoistway doors, hangars, headers, and hoistway sills.
- H. All new structural steel, such as required for support of the Elevator machine, buffer stands and support channels, adaptor plates, new platform guards, new or existing hoistway fascia, dust covers, or toe guards, and any other guards shall be painted or galvanized.
- I. Touch up damaged factory-painted finish on with original paint and color as required. Paint the pit and machine room floors and retained wireways in the machine room.

3.5 ACCEPTANCE TESTS

- A. The contractor shall make all acceptance or other tests required by the governing codes, and submit evidence of Madison Fire Department approval to Consultant.
- B. Advise Consultant and Owner in advance of dates and time acceptance tests are to be performed.
- C. Perform a full load test of new or existing car safety and speed governor. Governor adjustments shall be calibrated and sealed. Elevator Contractor shall provide test weights, including 125% load for brake and emergency power tests.
- D. Perform testing of Phase I and Phase II Firefighters' Emergency Operation, including assisting the Fire Alarm vendor with testing of all heat and smoke detectors, prior to and at the inspection of the alterations.
- E. Load weighing shall be manually calibrated with test weights. Verify the zero calibration after the first 30 days of operation, and recalibrate as required per manufacturer's instructions.
- F. Rope Gripper shall be tested per manufacturer's instructions and per ASME A17.1-2013 requirements.
- G. Elevator Contractor shall also pay reinspection fees for deficiencies or violations of the initial inspection that are the responsibility of the contractor, per terms of this Section.
- H. Work shall not be considered complete until accepted in writing by Owner or his designee, and then only after successful completion of all violations cited by the Madison Fire Department Elevator Inspector and completion of Consultant's punch list.
- I. Copies of all inspection and test reports and certificates shall be provided to Consultant.

3.6 PERFORMANCE AND DEMONSTRATION

- A. The Owner shall have the final determination of all performance standards, at its sole discretion.
- B. Demonstration shall include:
 - 1. Installation compliance with specifications.
 - 2. Conduct a running speed test with full load, check starting, acceleration, deceleration, and stopping g-forces and ride quality, stopping accuracy, and floor-to-floor performance times.
 - 3. Stopping accuracy, smooth acceleration, deceleration, and car ride in compliance with specifications.
 - 4. Operation and testing of rope gripper per manufacturer's suggested procedures.
 - 5. Operation of signal fixtures.
 - 6. Load weighing system testing and adjustment.
 - 7. Door operation, closing force, opening and closing times as specified.
 - 8. Firefighters' Emergency Operation.
 - 9. Promptly remove all work rejected by Consultant or Owner for failure to meet specifications and replace to comply with requirements, at no additional cost to the Owner. All expenses of repairing work of other Trades damaged by this replacement shall be borne by Contractor.

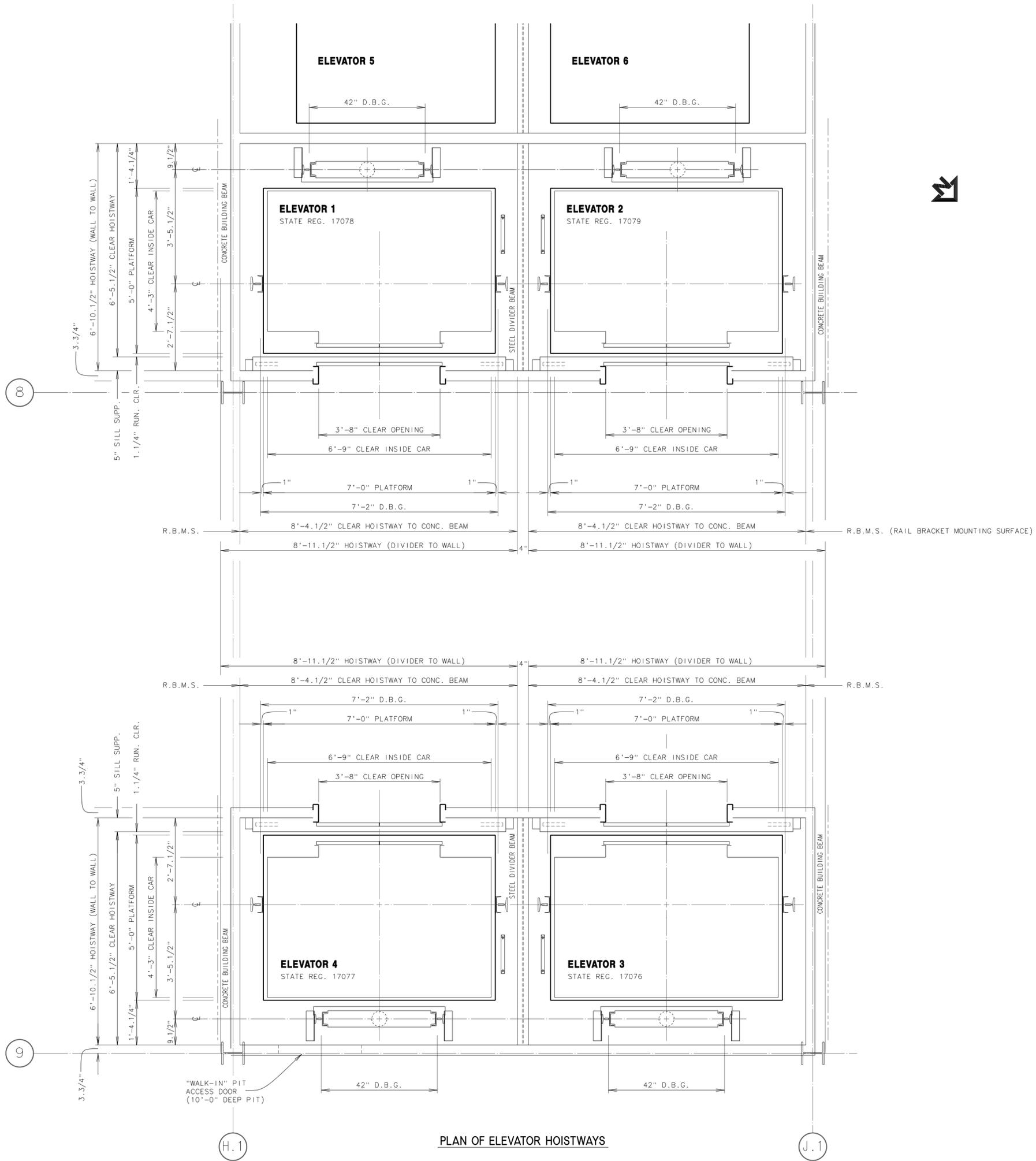
10. Rejected work which is not made good within a reasonable time, determined by the Owner, may be corrected by the Owner at Contractor's expense.
 11. Operating Instructions: Provide instruction to the Owner's personnel, including safety procedures, proper operation of the equipment, and firefighters' emergency operation.
- C. Elevator performance: The Contractor agrees to provide Elevator performance, meeting the standards listed below, at a minimum. The Elevators shall be reconditioned and adjusted to meet maintenance standards as published in the NEII-1 Building Transportation Standards and Guidelines by the National Elevator Industry, Inc. Compliance with these performance requirements shall be in addition to the City of Madison Fire Department inspection and certification process. Elevators shall comply with the minimum performance standards at final acceptance and throughout the warranty period.

Elevator Designation	Floor to Floor Performance Time	Door Open Time	Door Close Time	Stopping Accuracy
Elevator #1-2-3-4	11.4	2.1	2.5	1/4
Unit of measurement	Seconds (12' flr hts)	Seconds	Seconds	Inch

1. Speed – rated speed shall not vary more than + 3% for static control equipment, regardless of load.
2. Rated Capacity: Safely lower, stop, and hold 125% of rated load.
3. Stopping Accuracy: $\pm 1/8$ " under any loading condition or direction of travel.
4. Elevator Performance (Floor to Floor) Time – measured from the start of doors closing until the Elevator is stopped level at the next successive floor, under any loading condition and in either direction of travel, with the car doors approximately $3/4$ open. Times shall be increased by 0.2 seconds per foot for floor heights exceeding 12 feet.
5. Door Opening Time – measured from the start of doors opening until the doors are fully open, or nominally, until the door are approximately 2" from fully open.
6. Door Closing Time – measured from the start of doors closing until doors are fully closed. The door closing time shall not be less than the minimum permitted by the Elevator code.
7. Door Closing Force – measured with the door at rest and between 1/3 and 2/3 closed. See inspector's manual for procedure. Door closing force shall not exceed 30 lbf.
8. Floor stops – The accessibility code requires that the car sill initially stop within $1/2$ " of the landing sill vertically. New equipment shall stop within $1/4$ ". Leveling accuracy should be measured under various loading conditions.
9. Ride Quality and Acceleration – Contractor shall maintain a comfortable Elevator ride with smooth acceleration, deceleration, and final stop as measured with a Maxton SafeTach.
10. Noise – There should be no perceptible hoistway noises audible inside the car enclosure as the Elevators move through the hoistway, within reason.
11. Door operators and associated equipment shall be adjusted to NEII Performance Standards.

3.7 ACCEPTANCE AND INSTRUCTIONS

- A. Upon notice from Contractor that all work is substantially complete and copies of all punch lists with date of corrections are provided to Consultant, Consultant and Owner will arrange to make a final inspection and acceptance
- B. Contractor shall instruct Owner's personnel in the proper use and operation of all new devices. Review and demonstrate emergency procedures with Owner's personnel, including operational failures and Firefighters' Service Operation. Train Owner's representative in normal procedures to be followed. Such training shall include a familiarization with the Elevator equipment, conducted for Owner's designated representative on one occasion.
- C. Switch keys shall be released to the Owner as coordinated by Consultant. A total of two (2) keys shall be provided for each and every key switch provided in the car and corridor stations. Each key number shall be on a separate ring, properly tagged and identified for function, and a separate listing of key number and function provided.
- D. One hand-held door operator parameter unit, used to set door times and other variables, shall be provided for each building to and is to be considered property of Owner.
- E. One minimum 20" flat touch screen monitor shall be provided for control system access and mounted in controller. All equipment is to be considered the property of the Owner.
- F. Elevator Contractor shall provide one set of replacement printed circuit boards, including iBox processor for MCE controls. Replacements shall be maintained on site, effective at substantial completion.
- G. All Operation and Maintenance manuals, As Built Drawings, Wiring Diagrams, and Waivers of Lien shall be provided by Contractor prior to issue of final invoice.



PLAN OF ELEVATOR HOISTWAYS

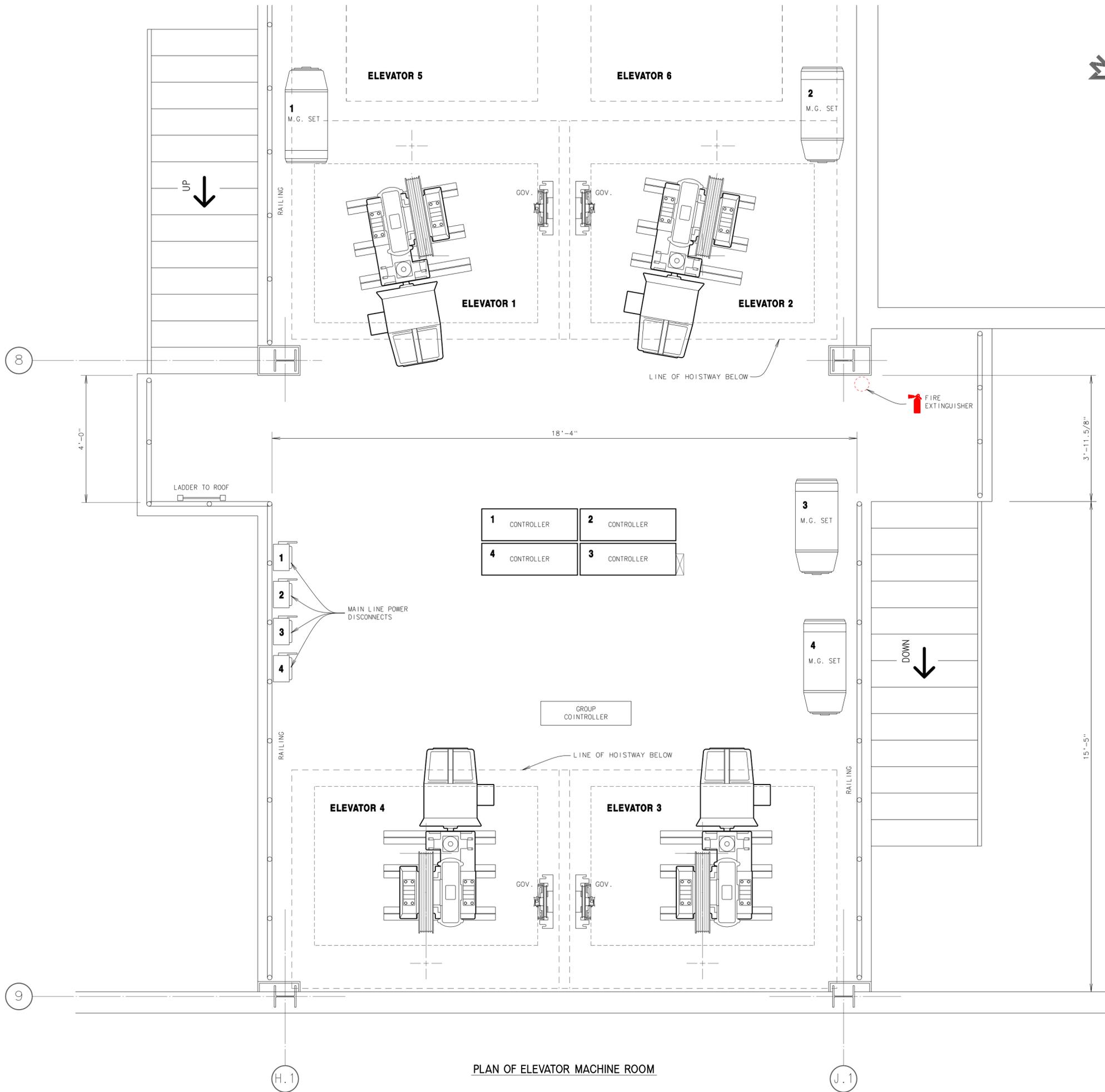
EXISTING ELEVATOR DATA		
ELEVATOR TYPE	ELECTRIC PASSENGER	
ELEVATOR I.D.	1 & 2	3 & 4
STATE REG. NUMBERS	17078 17079	17076 17077
RATED LOAD	2500 LBS	2500 LBS
RATED SPEED	350 FPM	350 FPM
STOPS / OPENINGS	7 / 7	9 / 9
LANDING DESIGNATIONS	GA-CR-1-2-3-4-5	GA-CR-1-2-3-4-5-6-7
NET TRAVEL	75'-10.1/4"	99'-1.1/2"
POWER SUPPLY	208 V., 3 PHASE, 60 CYL.	
ELEVATOR CONTROLLER	MCE VVMC-1000	
ELEVATOR HOIST MACHINE	GEARED (WESTINGHOUSE TYPE 57)	
DRIVE SHEAVE DIA.	32"	
HOIST ROPE - QTY & SIZE	6 - 1/2"	

DATE	SYM.	REVISION	BY

CONSULTANT



DRAWING: ELEVATOR HOISTWAY			
PROJECT: DANE CITY-COUNTY BUILDING			
ADDRESS: 210 MARTIN LUTHER KING JR BLVD			
LOCATION: MADISON, WISCONSIN 53703			
DRAWING DATE	DRAWN BY	REVISION	SHEET NUMBER
12/12/2015	JM	.	1 of 2



PLAN OF ELEVATOR MACHINE ROOM

DATE	SYM.	REVISION	BY

CONSULTANT

 **Performance**
Elevator Consulting, LLC.

DRAWING: **ELEVATOR MACHINE ROOM**

PROJECT: DANE CITY-COUNTY BUILDING

ADDRESS: 210 MARTIN LUTHER KING JR BLVD

LOCATION: MADISON, WISCONSIN 53703

DRAWING DATE	DRAWN BY	REVISION	SHEET NUMBER
12/12/2015	JM	.	2 of 2