

RFB NO. 309026



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. 309026 ELECTRIC SERVICE ELEVATOR MODERNIZATION (CAR NO. 5) CITY-COUNTY BUILDING 210 MARTIN LUTHER KING JR. BLVD. MADISON, WISCONSIN

Opening Date / Time: **THURSDAY, NOVEMBER 5, 2009 / 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:

STEVE RICHARDS, PROJECT ENGINEER
TELEPHONE NO.: 608/219-6339
FAX NO.: 608/267-1533
E-MAIL: RICHARDS.STEVEN@CO.DANE.WI.US

DOCUMENT INDEX FOR RFB NO. 309026

PROCUREMENT AND CONTRACTING REQUIREMENTS

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

DIVISION 1 - GENERAL REQUIREMENTS

- 01000 - Basic Requirements

DIVISION 14 - CONVEYING SYSTEMS

- 14220 – Electric Elevator Modernization

DRAWINGS

(Not Used)

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., THURSDAY, NOVEMBER 5, 2009

REQUEST FOR BIDS NO. 309026

ELECTRIC SERVICE ELEVATOR (CAR NO. 5) MODERNIZATION

CITY-COUNTY BUILDING

210 MARTIN LUTHER KING, JR., BLVD., MADISON, WISCONSIN

A pre-bid meeting is scheduled on Thursday, October 22, 2009 at 9:00 A.M. in the City-County Building. Attendees will meet in Room 321. Bidders and subcontractors are strongly encouraged to attend.

Request for Bids package may be obtained at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608-266-4018, or downloading it from www.countyofdane.com/pwht/bid/logon.aspx. Please call Steve Richards, Project Engineer, at 608-219-6339, for any questions or additional information.

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

PUBLISH: _____ – **WISCONSIN STATE JOURNAL**
_____ – **THE DAILY REPORTER**

INSTRUCTIONS TO BIDDERS

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1. GENERAL

- A. Before submitting Bid, bidder shall thoroughly examine all Construction Documents. Successful Bidder shall be required to provide all the Work that is shown on Drawings, set forth in Specifications, or reasonably implied as necessary to complete Contract for this project.
- B. Bidder shall visit site to become acquainted with adjacent areas, means of approach to site, conditions of actual site and facilities for delivering, storing, placing, and handling of materials and equipment.
- C. Pre-bid meeting is scheduled on Thursday, October 22, 2009 9:00 AM at the City-County Building, 210 Martin Luther King Jr. Blvd., in Room 321. Attendance by all bidders is optional, however bidders and subcontractors are strongly encouraged to attend.
- D. Visits at other times can also be arranged. Coordinate site access activities with Project Engineer, Steve Richards, 608/219-6339.
- E. 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 issued 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 Opening. Bidders shall bring inadequacies, omissions or conflicts to Owner or Architect / Engineer's attention at least ten (10) days before Bid Opening. Prompt clarification will be available to all bidders by Addendum.
- B. Failure to so request clarification or interpretation of Drawings and Specifications will not relieve successful Bidder of responsibility. Signing of Contract will be considered as implicitly denoting that Contractor has thorough understanding of scope of the Work and comprehension of Construction Documents.
- C. Owner or Consultant / Engineer will not be responsible for verbal instructions.

4. QUALIFICATIONS OF BIDDER (CONTRACTOR AND SUBCONTRACTOR)

- A. Before award of Contract can be approved, Owner shall be satisfied that Bidder involved meets following requirements:
 - 1. Has completed at least one (1) project of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications.
 - 2. Maintains permanent place of business.
 - 3. Can be bonded for terms of proposed Contract.
- B. County's Public Works Project Engineer will make such investigations as are deemed necessary to determine ability of bidder to perform the Work, and bidder shall furnish to County's Public Works Project Engineer or designee all such information and data for this purpose as County's Public Works Project Engineer may request. Owner reserves right to reject Bid if evidence submitted by, or investigation of, bidder fails to satisfy Owner that bidder is responsible and qualified to carry out obligations of Contract and to complete the Work contemplated therein.

5. BID GUARANTEE

- A. Bank certified check, cashier's check or Bid Bond, payable to County in amount not less than five percent (5%) of maximum bid, shall accompany each Bid as guarantee that if Bid is accepted, Bidder will execute and return proposed Contract and Performance and Payment Bonds within ten (10) 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 Opening.
- 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 lowest qualified, responsible bidders, will be returned to their makers within three (3) days after Bid Opening. 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 Opening, 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) days after Bid Opening 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 Opening.

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 \$7,500.00 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 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 twenty-four (24) hours after Bid Opening 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 twenty-four (24) hours after Bid Opening. Bidder who fails to submit Emerging Small Business Report shall be deemed not responsive.
- D. ESB Goal.** Ten percent (10%) ESB participation is goal of this project. ESB utilizations are shown as percentage of total Bid. If Bidder meets or exceeds specified goal, Bidder is only required to submit Form A - Certification, and Form B - Involvement. Goal shall be met if Bidder qualifies as ESB.
- E. Report Contents.** Following award of Contract, Bidder shall submit copies of executed contracts for all Emerging Small Businesses. Emerging Small Business Report shall consist of these:
1. Form A - Certification;
 2. Form B - Involvement;
 3. Form C - Contacts;
 4. Form D - Certification Statement (if appropriate); and
 5. Supportive documentation (i.e., copies of correspondence, telephone logs, copies of advertisements).
- F. ESB Listing.** Bidders will solicit bids from ESB listing provided by Dane County.
- G. 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.
- H. Certification Statement.** If ESB firm has not been certified by County as ESB prior to submittal of this Bid, ESB Report cannot be used to fulfill ESB goal for this project unless firm provides "Form D - Certification Statement". Certification statement must be completed and signed by ESB firm.
- I. Questions.** Questions concerning Emerging Small Business provisions shall be directed to:
Dane County Contract Compliance Officer
City-County Building, Room 421
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
608/266-5623

- J. **Substituting ESBs.** In event of any significant changes in subcontract arrangements or if need arises to substitute ESBs, Bidder shall report such proposed changes to Contract Compliance Officer to making any official changes and request authorization to substitute ESB firm. Bidder further agrees to make every possible effort to replace ESB firm with another qualified ESB firm.
- K. **Good Faith Efforts.** Good faith efforts can be demonstrated by meeting all of these obligations:
1. Selecting portions of the Work to be performed by ESBs in order to increase likelihood of meeting ESB goal including, where appropriate, breaking down Contract into smaller units to facilitate ESB participation.
 2. Advertising in general circulation, trade associations, and women / minority focus media concerning subcontracting opportunities.
 3. Providing written notices to reasonable number of specific ESBs that their interest in Contract was being solicited in sufficient time to allow ESBs to participate effectively.
 4. Following up on initial solicitations of interest by contacting ESBs within five (5) working days prior to Bid Opening 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 Opening.
- L. **Appeals Disqualification of Bid.** Bidder who is disqualified may appeal to Public Works & Transportation Committee and Equal Opportunity Commission.

10. METHOD OF AWARD - RESERVATIONS

- A. Following will be basis of award of Contract, providing cost does not exceed amount of funds then estimated by County as available to finance Contract(s):
1. Lowest dollar amount submitted by qualified responsible bidder on Base Bid for all work comprising project, combined with such additive Owner accepted alternates.
 2. Owner reserves right to reject all bids or any bid, to waive any informality in any bid, and to accept any bid that will best serve interests of County.
 3. Unit Prices and Informational Bids will not be considered in establishing low bidder.

11. SECURITY FOR PERFORMANCE AND PAYMENTS

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

12. TAXES

- A. Bidder shall include in Bid, all Sales, Consumer, Use and other similar taxes required by law.
- 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 will 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 time of closing to place designated in Invitation to Bid, and identified with project name, bid number, location, category of work being bid upon, Bid Opening date, name and address of bidder.
- G. Bidder shall be responsible for sealed Bid being delivered to place designated for Bid Opening 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 Bids will not be accepted.
- J. Bidder's organization shall submit completed with Bid, Fair Labor Practices Certification form, included in these Construction Documents.

14. SUBCONTRACTOR LISTING

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

15. ALTERNATE BIDS

- A. Bidder shall carefully read requests for Alternate Bids, and thoroughly examine Drawings and Specifications to determine extent various changes and conditions will affect Bid.
- B. Space is provided in Bid Form for requested Alternate Bids. Failure to submit bid for any requested Alternate Bids may result in rejection of entire Bid.
- C. Bidder shall state amount to be added / subtracted to Base Bid for providing alternates, including all incidentals, omissions, additions, and adjustments as may be necessary or required by such changes. If there is no difference in price, Bidder shall state, "No Change".
- D. Descriptions of requested Alternate Bids are as set forth in Construction Documents.

16. INFORMATIONAL BIDS

- A. Bidder shall state amount that is included in Base Bid for all equipment, materials and labor required to complete the Work described. Informational bids are amounts requested for

accounting purposes and for allocation of funds only. It is not intended to omit any of the Work described or related items from this project.

- B. Description of requested Informational Bids, if any, is as set forth in Construction Documents.

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".

FORM A

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

In accordance with General Conditions of Contract, submit this Emerging Small Business Report within 24 hours after Bid Opening.

PROJECT NAME: _____

BID NO.: _____ BID OPENING DATE: _____

BIDDER INFORMATION

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

CONTACT PERSON: _____

FORM B

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

Page ___ of ___
(Copy this Form as necessary to provide complete information)

COMPANY NAME: _____

PROJECT NAME: _____ BID NO.: _____

ESB NAME: _____ CONTACT PERSON: _____

ADDRESS: _____ PHONE NO.: _____

CITY: _____ STATE: _____ ZIP: _____

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

ESB NAME: _____ CONTACT PERSON: _____

ADDRESS: _____ PHONE NO.: _____

CITY: _____ STATE: _____ ZIP: _____

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

ESB NAME: _____ CONTACT PERSON: _____

ADDRESS: _____ PHONE NO.: _____

CITY: _____ STATE: _____ ZIP: _____

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

FORM C

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

Page ___ of ___
(Copy this Form as necessary to provide complete information)

COMPANY NAME: _____

PROJECT NAME: _____ BID NO.: _____

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

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

BID FORM

BID NO. 309026

**PROJECT: ELECTRIC SERVICE ELEVATOR (NO. 5) MODERNIZATION
CITY-COUNTY BUILDING**

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

BASE BID - LUMP SUM:

Work includes the labor and material to cover the modernization of Electric Passenger Service Elevator No. 5 at the City-County Building as specified. 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

The undersigned further agrees to add the alternate(s) portion of the Work as described, for the following addition(s) to or subtraction(s) from the Base Bid stipulated below. They further agree to honor the alternate(s) bid for 60 days from date of Award of Contract.

ALTERNATE BID 1 – SHIFT WORK:

Add price for providing two (2) crews working a successive shift Monday through Friday. The first crew works an 8-hour shift, the second crew works a subsequent 7.5-hour shift.

_____ and _____ /100 Dollars
Written Price

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

ALTERNATE BID 2 – 12 MONTH MAINTENANCE:

Provide full credit in lieu of furnishing semimonthly maintenance for the 12 month period described in Section 14220 - 1.9.

_____ and _____ /100 Dollars
Written Price

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

ALTERNATE BID 3 – TRACTION AUXILIARY POWER SUPPLY (TAPS):

Add price to furnish and install Traction Auxiliary Power Supply (TAPS) from Motion Control Engineering to supply backup power when normal power is not available. TAPS will be provided in lieu of operating the elevator on an emergency generator. Bidder shall include all material and labor to successfully install, test, and inspect TAPS, and demonstrate operation to the Owner's Representative.

_____ and _____/100 Dollars
Written Price

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

UNIT PRICING:

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

Mechanic _____/hr

Laborer _____/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 must have this project completed by April 30, 2010. Assuming this Work can be started by November 30, 2009, what dates can you commence and complete this job?

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

What dates can you commence and complete this job under the terms of Alternate Bid 2 – Shift Work?

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

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

(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

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

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

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

SIGNATURE: _____
(Bid is invalid without signature)

Print Name: _____ Date: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

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

BID CHECK LIST:

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

Bid Form (pg. 1-3)

Bid Bond

Fair Labor Practices Certification

BIDDERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

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

www.danepurchasing.com/partner_benefit.aspx

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

NOTE: You can find information regarding the violations described above at: www.nlr.gov 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.



DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive
Kathleen M. Falk

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 prequalification 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 15 days of any changes to its business or operations that are relevant to the prequalification application. Failure to do so could result in suspension, revocation of the contractor's prequalification, debarment from County contracts for up to three 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 or subcontractors of any tier attain prequalification status with Dane County if the contractor has current Executive Order 108 precertification status with the State of Wisconsin.
- Contractors who employ less than five (5) apprenticeable trade workers are not required to prequalify.
- 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, prequalified 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 and listed at: dwd.wisconsin.gov/apprenticeship/executive_order108.htm ?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
16	Is your firm exempt from being prequalified 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 prequalified with the County or become so ten days prior to commencing work?	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:

JOHN SCHRAUFNAGEL
EMAIL: SCHRAUFNAGEL@CO.DANE.WI.US
OFFICE: (608)266-4798, CELL: (608)575-3374, 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

COUNTY OF DANE

PUBLIC WORKS CONTRACT

Contract No. _____ Bid No. 309026

Authority: Res. _____, 2009-10xxx

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

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Associate Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Modernization to Electric Service Elevator (Car No. 5) in 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, 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 Architect / Engineer"), and as enumerated in the Project Manual Document Index, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the 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) days of the effective date of this Contract. During the term of this Contract CONTRACTOR shall also provide copies of all announcements of employment opportunities to COUNTY'S Contract Compliance Office, and shall report annually the number of persons, by race, ethnicity, gender, and disability status, which apply for employment and, similarly classified, the number hired and number rejected.

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

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

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

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

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

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

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

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

* * * * *

FOR CONTRACTOR:

Signature _____
Date

Printed or Typed Name and Title

Signature _____
Date

Printed or Typed Name and Title

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

* * * * *

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

FOR COUNTY:

Kathleen M. Falk, County Executive _____
Date

Robert Ohlsen, County Clerk _____
Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.

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

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

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

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

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

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

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this day of , 20 .

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

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address): _____

SURETY (Name and Principal Place of Business): _____

OWNER (Name and Address): _____

CONSTRUCTION CONTRACT
Date: _____
Amount: \$ _____
Description (Name and Location): _____

BOND

Date (Not earlier than Construction Contract Date): _____

Amount: \$ _____

Modifications to this Bond: _____

None

See Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: _____
(Corporate Seal)

SURETY COMPANY: _____
(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

Attorney-in-Fact

(Any additional signatures appear on page 3)

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

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

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

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

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

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

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

1. After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

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

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

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

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other

claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SAMPLE

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

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address): _____

SURETY (Name and Principal Place of Business): _____

OWNER (Name and Address): _____

CONSTRUCTION CONTRACT
Date: _____
Amount: \$ _____
Description (Name and Location): _____

BOND

Date (Not earlier than Construction Contract Date): _____

Amount: \$ _____

Modifications to this Bond: _____

None

See Page 6

CONTRACTOR AS PRINCIPAL
COMPANY: _____
(Corporate Seal)

SURETY COMPANY: _____
(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

Attorney-in-Fact

(Any additional signatures appear on page 6)

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

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor

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

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's

subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SAMPLE

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

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

GENERAL CONDITIONS OF CONTRACT

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1. CONSTRUCTION DOCUMENTS

- A. Construction Documents, listed in Table of Contents of this Specification volume shall form part of this Contract and provisions of Construction Documents shall be as binding upon parties as if they were fully set forth in Contract itself.
- B. These shall also be considered as part of Construction Documents: Addenda, including additions and modifications incorporated in such addenda before execution of Contract; requests for information; construction bulletins; change orders; and written interpretations by Architect / Engineer or Public Works Project Engineer 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 Engineer is appointed by and responsible to Department. Public Works Project Engineer 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 Engineer is responsible for supervision, administration and management of field operations involved in construction phase of this Work.
 - 5. Term "Work" includes all labor, equipment and materials necessary to produce project required by Construction Documents.
 - 6. Term "Substantial Completion" is date when project or specified area of project is certified by Architect / Engineer that construction is sufficiently completed, in accordance with Construction Documents, and as modified by any subsequent changes agreed to by parties, so that County may occupy project or specified area of project for use for which it was intended subject to permit approval for occupancy.
 - 7. Contractor is person, firm, or corporation with whom County makes Contract. Though multiple contracts may be involved, Construction Documents treat them throughout as if each were of singular number.

3. ADDITIONAL INSTRUCTIONS AND DRAWINGS

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

4. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

5. CUTTING AND PATCHING

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

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

6. CLEANING UP

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

7. USE OF SITE

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

8. MATERIALS AND WORKMANSHIP

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

9. CONTRACTOR’S TITLE TO MATERIALS

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

10. “OR EQUAL” CLAUSE

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

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

11. PATENTS AND ROYALTIES

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

12. SURVEYS, PERMITS, REGULATIONS AND TAXES

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

- C. Contractor shall give all notices and comply with all State of Wisconsin, Federal and local laws, codes, rules and regulations relating to performance of the Work, protection of adjacent property, and maintenance of passageways, guard fences or other protective facilities.
- D. Contractor shall pay all Sales, Consumer, Use and other similar taxes required by law.
- E. Contractor shall promptly notify Architect / Engineer of any variances of Drawings or Specifications with that of any State of Wisconsin, federal or local law, code, rule or regulation. Upon such notification, Architect / Engineer will require correction of variance to comply with applicable law, code, rule or regulation at no additional cost to Contractor.
- F. Work under this Contract shall comply with all applicable State of Wisconsin, Federal and local laws, codes and regulations.
- G. Contractor shall pay charges for water, sewer and other utility connections made by municipalities where required by Specifications.

13. CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE

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

14. WEATHER CONDITIONS

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

15. PROTECTION OF WORK AND PROPERTY

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

16. INSPECTION AND TESTING OF MATERIALS

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

17. REPORTS, RECORDS AND DATA

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

18. CHANGES IN THE WORK

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

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

19. EXTRAS

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

20. TIME FOR COMPLETION

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

21. CORRECTION OF WORK

- A. All work, all materials whether incorporated in the Work or not, and all processes of manufacture shall at all times and places be subject to inspection of Architect / Engineer and Public Works Project Engineer who shall be judge of quality and suitability of the Work, materials, and processes of manufacture for purposes for which they are used. Should they fail to meet Architect / Engineer's and Public Works Project Engineer'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 Architect / Engineer's additional services made necessary by such default, neglect or failure.

22. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

indicated in Specifications, Architect / Engineer will at once make such changes as necessary, any increase or decrease of cost resulting from such changes to be adjusted in manner provided in above Article 18 entitled "Changes in the Work".

23. RIGHT OF DEPARTMENT TO TERMINATE CONTRACT

- A. In event that any provisions of this Contract are violated by Contractor or by any subcontractors, County may serve written notice upon Contractor and Surety of its intention to terminate Contract, such notice to contain reasons for such intention to terminate Contract, and unless within ten (10) 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 Engineer.
- 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 manpower 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 Engineer.
- E. Maintain current Construction Schedule at all times. Revise Construction Schedule in same detail as original and accompany with explanation of reasons for revision. Schedule shall be subject to approval by Architect / Engineer and Public Works Project Engineer.

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.
- Submit these estimates for approval first to Architect / Engineer, then to Public Works Project Engineer. 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.
- B. County will make partial payments to Contractor for value, proportionate to amount of Contract, of all labor and material incorporated in the Work during preceding calendar month upon receipt of Application and Certificate for Payment form from Architect / Engineer and approval of Department.
- C. Contractor shall submit for approval first to Architect / Engineer, and then to Public Works Project Engineer 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.
- D. 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.

- E. Payments by County will be due within forty-five (45) days after receipt by Department of Application and Certificate for Payment.
- F. County will retain five percent (5%) of each Application and Certificate for Payment until final completion and acceptance of all the Work covered by Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at site, County will make remaining payments in full if Architect / Engineer and Public Works Project Engineer find that progress of the Work corresponds with Construction Schedule. If Architect / Engineer and Public Works Project Engineer 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.
- G. 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.
- H. County will make final payment within sixty (60) days after final completion of the Work, and will constitute acceptance thereof.
- I. 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.
- J. 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, workmen, 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 Architect / Engineer or Department immediately of lack of progress or defective workmanship on part of others. Failure of Contractor to keep informed of the Work progressing on site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by Contractor of status of the Work as being satisfactory for proper coordination with Contractor's own work.

33. SUBCONTRACTS

- A. Contractor may use services of specialty subcontractors on those parts of the Work that, under normal contracting practices, are performed by specialty subcontractors.
- B. Contractor shall not award any work to any subcontractor without prior approval of Department. Qualifications of subcontractors shall be same as qualifications of Contractor. Request for subcontractor approval shall be submitted to Department fifteen (15) 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 ENGINEER’S AUTHORITY

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

35. ARCHITECT / ENGINEER’S AUTHORITY

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

36. STATED ALLOWANCES

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

instructed to purchase "Allowed Materials". If actual price for purchasing "Allowed Materials", including taxes, is more or less than "Cash Allowance", Contract price shall be adjusted accordingly. Adjustment in Contract price shall not contain any cost items excluded from cash allowance.

37. ESTIMATES OF QUANTITIES

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

38. LANDS AND RIGHTS-OF-WAY

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

39. GENERAL GUARANTEE

- A. Neither final certificate of payment nor any provision in Construction Documents nor partial or entire occupancy of premises by County shall constitute acceptance of work not done in accordance with Construction Documents or relieve Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.
 - 1. In no event shall making of any payment required by Contract constitute or be construed as waiver by County of any breach of covenants of Contract or waiver of any default of Contractor and making of any such payment by County while any such default or breach shall exist shall in no way impair or prejudice right of County with respect to recovery of damages or other remedy as result of such breach or default.
- B. Contractor shall remedy and make good all defective workmanship and materials and pay for any damage to other work resulting there from, which appear within period of one (1) year from date of substantial completion, providing such defects are not clearly due to abuse or misuse by County. Department will give notice of observed defects with reasonable promptness.
- C. Guarantee on work executed after certified date of substantial completion will begin on date when such work is inspected and approved by Architect / Engineer and Public Works Project Engineer.
- 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 effect 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 Engineer, 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, workman 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 Associate Public Works Director has reviewed Architect / Engineer's decision as provided for in Article 35 of General Conditions of Contract. If any claim remains unresolved after such review by Department's Associate

Public Works Director, claim may be filed under Wisconsin Statute 893.80. Work shall progress during period of any dispute or claim. Unless specifically agreed between parties, venue will be in Dane County, Wisconsin.

49. ANTITRUST AGREEMENT

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

50. INSURANCE

A. Contractor Carried Insurance:

1. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this Article and has provided evidence of such insurance to Risk Manager, 425 City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703. Contractor shall not allow any subcontractor to commence work until insurance required of subcontractor has been so obtained and approved. Company providing insurance must be licensed to do business in Wisconsin.
2. Worker's Compensation Insurance:
 - a) Contractor shall procure and shall maintain during life of this Contract, Worker's Compensation Insurance as required by statute for all of Contractor's employees engaged in work at site of project under this Contract and, in case of any such work sublet, Contractor shall require subcontractor similarly to provide Worker's Compensation Insurance for all of latter's employees to be engaged in such work unless such employees are covered by protection afforded by Contractor's Worker's Compensation Insurance.
 - b) If any claim of employees engaged in hazardous work on project under this Contract is not protected under Worker's Compensation Statute, Contractor shall provide and shall cause each subcontractor to provide adequate Employer's Liability Insurance for protection of such of Contractor's employees as are not otherwise protected.
3. Contractor's Public Liability and Property Damage Insurance:
 - a) Contractor shall procure and maintain during life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in amount not less than \$1,000,000 bodily injury, including accidental death, to any one person, and subject to same limit for each person, in amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in amount not less than \$1,000,000 or combined single limit of at least \$1,000,000 with excess coverage over and above general liability in amount not less than \$5,000,000. Contractor shall add "Dane County" as additional insured for each project.
 - b) Contractor's Public Liability and Property Damage Insurance shall include Products, Completed Operation, and Contractual Liability under Insurance Contract. "Contractor shall in all instances save, defend, indemnify and hold harmless County and Architect / Engineer against all claims, demands, liabilities, damages or any other costs which may accrue in prosecution of the Work and that Contractor will save, defend, indemnify and hold harmless County and Architect / Engineer from all damages caused by or as result of Contractor's operations" and each shall be listed as additional insured on Contractor's and sub-contractors' insurance policies.
 - c) Obligations of Contractor under Article 48.A.2)b) shall not extend to liability of Architect / Engineer, agents or employees thereof, arising out of:

- 1) Preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- 2) giving of or failure to give directions or instructions by Architect / Engineer, agents or employees thereof provided such giving or failure to give is primary cause of injury or damage.
- d) Contractor shall procure and shall maintain during life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000 each accident single limit, bodily injury and property damage combined with excess coverage over and above general liability in amount not less than \$5,000,000.
- e) Contractor shall either:
 - 1) Require each subcontractor to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or
 - 2) Insure activities of subcontractors in Contractor's own policy.
4. Scope of Insurance and Special Hazards: Insurance required under Article 48.A.2 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 Architect / Engineer, its agents or employees arising out of:
 - a) Preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or
 - b) Giving of or failure to give directions or instruction by Architect / Engineer, its agents or employees provided such giving or failure to give is primary cause of injury or damage.
4. Dane County shall not be liable to Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

51. WISCONSIN LAW CONTROLLING

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

2. PREVAILING WAGE RATE DETERMINATION

- A. 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 45, "Minimum Wages", paragraph B. Following Prevailing Wage Rate Determination No. 200901516 is added to General Conditions of Contract.

- B. These State of Wisconsin forms, hereinafter set forth in this section, shall be filled out and submitted to Department of Public Works, Highway & Transportation:
 - 1. Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-5724)
 - 2. Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-10584)
 - 3. Disclosure of Ownership (ERD-7777)
 - 4. Request To Employ Subjourneyperson (ERD-10880)

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

NOTICE REQUIRED UNDER Section 15.04(1)(m), Wisconsin Statutes. Authorization for this form is provided under Sections, 66.0903(9)(b) and 103.49(4r)(9b) Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personally identifiable information may be used for secondary purposes.

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

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

)SS

County Of)

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

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

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

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number () -			Telephone Number () -		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number () -			Telephone Number () -		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number () -			Telephone Number () -		
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) 266-0028

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

NOTICE REQUIRED UNDER Section 15.04(1)(m), Wisconsin Statutes. Authorization for this form is provided under Sections, 66.0903(9)(b) and 103.49(4r)(9b) Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personally identifiable information may be used for secondary purposes.

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

State Of _____) <div style="text-align: center;">)SS</div> County Of _____)	Project Name		
	Project Number		Determination Number
	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) 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 all of the 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

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

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number () -			Telephone Number () -		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number () -			Telephone Number () -		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number () -			Telephone Number () -		
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) 266-0028

Disclosure of Ownership

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.

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

Other Construction Business

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

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

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address or P O Box

City

State

Zip Code

If you have any questions call (608) 266-0028

Request To Employ Subjourneyperson

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

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

1. Name of Public Works Project	
County	City, Village or Township
Determination Number	Project Number

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

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

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

Signature of Requestor _____ Date Signed _____

MAIL COMPLETED REQUEST TO Equal Rights Division, Labor Standards Bureau, P. O. Box 8928 Madison WI 53708.

You may call (608) 266-6860 if you need assistance in completing your request

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



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

State of Wisconsin
Department of Workforce Development

DEPARTMENTAL ORDER

ROBERT J NEBEL, ASSOCIATE PUBLIC WORKS DIRECTOR
DANE COUNTY PUBLIC WORKS
1919 ALIANT ENERGY CENTER WAY
MADISON, WI 53713

RE: ELECTRIC SERVICE ELEVATOR (NO. 5) MODERNIZATION
CITY OF MADISON, DANE CO. WI
Determination No. 200901516 Project No. 309026

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

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

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

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

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

DATED

9/25/2009

Enclosures

FOR THE DEPARTMENT

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

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

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
 Department of Workforce Development
 Pursuant to s. 66.0903, Stats.
 Issued On: 9/25/2009

DETERMINATION NUMBER: 200901516

EXPIRATION DATE: Prime Contracts MUST Be Awarded Or Negotiated On Or Before 3/23/2010. If NOT, You MUST Reapply.

DESCRIPTION OF PROJECT: ELECTRIC SERVICE ELEVATOR (NO. 5) MODERNIZATION
 PROJECT NO: 309026

LOCATION OF PROJECT: CITY OF MADISON, DANE CO. WI

CONTRACTING AGENCY: DANE COUNTY PUBLIC WORKS

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

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

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

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

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

BUILDING OR HEAVY CONSTRUCTION

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Acoustic Ceiling Tile Installer Future Increase(s): Add \$2.25/hr on 6/1/2009; Add \$2.25/hr on 5/31/2010.	27.51	13.48	40.99
Boilermaker	30.69	16.87	47.56
Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.90 06/01/2009; Add \$1.95 05/31/2010	30.61	14.10	44.71
Cabinet Installer	24.10	0.00	24.10
Carpenter Future Increase(s): Add \$2.25/hr on 6/1/2009; Add \$2.25/hr on 5/31/2010.	27.51	13.48	40.99
Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$2.25/hr on 6/1/2009; Add \$2.25/hr on 5/31/2010.	27.51	13.48	40.99

Fringe Benefits Must Be Paid On All Hours Worked

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Cement Finisher	28.43	12.94	41.37
Drywall Taper or Finisher	25.30	12.15	37.45
Future Increase(s): Add \$1.60/hr on 6/1/09			
Electrician	31.00	16.80	47.80
Future Increase(s): Add \$1.70/hr on 6/1/2009; Add \$1.70/hr on 6/1/2010.			
Elevator Constructor	42.73	16.47	59.20
Fence Erector	17.35	2.32	19.67
Fire Sprinkler Fitter	35.69	14.27	49.96
Glazier	34.48	7.17	41.65
Heat or Frost Insulator	30.63	16.66	47.29
Insulator (Batt or Blown)	22.07	11.30	33.37
Ironworker	30.30	15.77	46.07
Future Increase(s): Add \$2/hr on 6/1/2009; Add \$2/hr on 6/1/2010.			
Lather	26.11	12.86	38.97
Line Constructor (Electrical)	33.08	14.68	47.76
Marble Finisher	25.28	14.10	39.38
Marble Mason	31.60	14.10	45.70
Metal Building Erector	29.30	14.71	44.01
Millwright	29.11	13.48	42.59
Future Increase(s): Add \$2.25/hr on 6/1/2009; Add \$2.25/hr on 5/31/2010.			
Overhead Door Installer	25.04	13.01	38.05
Painter	25.00	12.15	37.15
Future Increase(s): Add \$1.60 on 6/1/09			
Premium Pay: Add \$.25/hr. sandblasting; Add \$.40/hr. paperhanging; Add \$1.00/hr. spray/structural steel.			
Pavement Marking Operator	23.40	6.15	29.55
Piledriver	28.01	13.48	41.49
Future Increase(s): Add \$2.25/hr on 6/1/2009; Add \$2.25/hr on 5/31/2010.			
Pipeline Fuser or Welder (Gas or Utility)	29.58	14.64	44.22
Plasterer	25.28	12.91	38.19
Plumber	34.78	12.76	47.54
Refrigeration Mechanic	36.55	13.41	49.96
Future Increase(s): Add \$2.85/hr on 6/01/2009.			
Roofer or Waterproofer	27.85	7.51	35.36
Sheet Metal Worker	32.01	17.79	49.80
Steamfitter	36.55	13.41	49.96
Future Increase(s): Add \$2.85/hr on 6/01/2009.			
Teledata Technician or Installer	21.08	10.68	31.76
Future Increase(s): Add \$.90 on 6/1/09.			
Temperature Control Installer	35.25	11.64	46.89
Terrazzo Finisher	27.98	13.20	41.18
Terrazzo Mechanic	29.46	13.41	42.87
Tile Finisher	22.93	13.45	36.38
Future Increase(s): Add \$1.65/hr on 6/01/2009; Add \$1.65/hr on 5/31/2010.			
Tile Setter	28.66	13.45	42.11
Future Increase(s): Add \$1.65 06/01/2009; Add \$1.65 05/31/2010			

Fringe Benefits Must Be Paid On All Hours Worked

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$1.90 6/01/2009; Add \$1.95 05/31/2010	30.61	14.10	44.71
Underwater Diver (Except on Great Lakes)	33.50	11.84	45.34
Well Driller or Pump Installer	22.52	13.68	36.20
Siding Installer	24.75	9.18	33.93
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	25.22	12.05	37.27
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.12	16.00	45.12
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	16.00	8.00	24.00
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	21.50	11.00	32.50
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	18.19	10.04	28.23

TRUCK DRIVERS

Single Axle or Two Axle	17.00	0.66	17.66
Three or More Axle	17.50	11.83	29.33
Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/2009; Add \$1.80/hr on 6/1/2010.	29.89	16.41	46.30
Pavement Marking Vehicle	20.06	11.55	31.61
Truck Mechanic	19.00	11.14	30.14

LABORERS

General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2009; Add \$1.65/hr on 5/31/2010 Premium Pay: Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	22.59	11.75	34.34
Asbestos Abatement Worker	22.06	12.40	34.46
Landscaper	23.25	5.38	28.63
Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	24.67	11.87	36.54
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.06	12.65	29.71
Railroad Track Laborer	20.96	11.95	32.91

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

Crane; Backhoe (Track Type); Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self Propelled or Tractor Drawn) 5cu yards or more capacity; Power Subgrader; Asphalt Milling Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Trencher; Post Hole Digger or Driver; Tug or Launch (not performing work on the Great Lakes)	28.59	16.45	45.04
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Broom or Sweeper; Environmental Burner Future Increase(s): Add \$1.75/hr on 6/1/2009; Add \$1.80/hr on 6/1/2010.	29.89	16.41	46.30
Crusher, Screening or Wash Plant; Air Compressor (400 CFM or Over); Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (With or Without Attachments); Skid Rig; Stump Chipper;	26.52	17.08	43.60

Fringe Benefits Must Be Paid On All Hours Worked

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$

Mulcher; Vibratory Hammer or Extractor			

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

Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Feet or Over Future Increase(s): Add \$2.00/hr on 6/1/2009; Add \$2.05 on 6/1/2010. Premium Pay: Add \$.50/hr for cranes with lifting capacity over 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton.	32.12	16.41	48.53

Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 175 Feet or Under; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Traveling Crane (Bridge Type); Caisson Rig; Pile Driver; Dredge (Not Performing Work on the Great Lakes) Future Increase(s): Add \$2.00/hr on 6/1/2009; Add \$2.05/hr on 6/1/2010. Premium Pay: Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	31.12	16.41	47.53

Crane (Go-Devil Type) or Truck Mounted Hydraulic Crane (10 Tons or Under); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self Propelled or Tractor Drawn) 5 cu yards or more capacity; Concrete Pump, Grout Pump or Concrete Conveyor (Rotec or Bidwell Type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Spreader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer; Curb and Gutter Machine; Roller (Over 5 Ton); Shouldering Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Forklift (Machinery Moving or Steel Erection); Manhoist or Elevator; Material or Stack Hoist; Trencher; Sideboom; Hydro-Blaster (10,000 PSI or Over); Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment Future Increase(s): Add \$1.75/hr on 6/1/2009; Add \$1.80/hr on 6/1/2010.	30.42	16.41	46.83

Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Roller (5 Tons or Under); Broom or Sweeper; Hoist (Tugger); Environmental Burner	23.40	6.15	29.55

Crusher, Screening or Wash Plant; Air, Electric or Hydraulic Jacking System; Air Compressor (400 CFM or Over); Generator (150 KW or Over); Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (With or Without Attachments); Robotic Tool Carrier (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	30.60	7.73	38.33

Oiler; Forklift Future Increase(s): Add \$1.75/hr on 6/1/2009; Add \$1.80/hr on 6/1/2010.	27.19	16.41	43.60

Gas or Utility Pipeline, Except Sewer and Water (Primary Equipment)	34.01	17.23	51.24

Gas or Utility Pipeline, Except Sewer and Water (Secondary Equipment) Future Increase(s): Add \$1.60/hr on 6/1/2009; Add \$1.60/hr on 6/1/2010; Add \$1.60/hr on 6/1/2011.	27.12	15.80	42.92

Fringe Benefits Must Be Paid On All Hours Worked

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Fiber Optic Cable Equipment	21.84	14.55	36.39

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

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

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

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

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

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

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

January 1, 2009

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

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

testing before commencing work on a project, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the project.

3. A procedure for notifying an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a project until he or she meets the conditions specified in sub. (4) (b) 1. and 2.

(b) Each employer shall be responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.

(4) EMPLOYEE ACCESS TO PROJECT. (a) No employer may permit an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program under sub. (3) to perform work on a project until he or she meets the conditions specified in par. (b) 1. and 2. An employer shall immediately remove an employee from work on a project if any of the following occurs:

1. The employee violates sub. (2), tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program.

2. An officer or employee of the contracting agency has a reasonable suspicion that the employee is in violation of sub. (2) and requests the employer to immediately remove the employee from work on the project.

(b) An employee who is barred or removed from work on a project under par. (a) may commence or return to work on the project upon his or her employer providing to the contracting agency documentation showing all of the following:

1. That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in sub. (2).

2. That the employee has been approved to commence or return to work on the project in accordance with the employer's substance abuse prevention program.

(c) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens shall be conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the substance abuse and mental health services administration of the federal department of health and human services.

(5) LOCAL ORDINANCES; STRICT CONFORMITY REQUIRED. A local governmental unit, as defined in s. 66.0903 (1) (d), may enact an ordinance regulating the conduct regulated under this section only if the ordinance strictly conforms to this section.

SECTION 2. Initial applicability.

(1) This act first applies to a contract to perform work on a project, as defined in section 103.503 (1) (g) of the statutes, as created by this act, for which bids are opened on the effective date of this subsection or, if bids are not solicited for the contract, to a contract to perform such work entered into on the effective date of this subsection, except that this act first applies to an employee who is affected by a collective bargaining agreement that contains provisions inconsistent with this act on the day on which the collective bargaining agreement expires or is extended, modified, or renewed, whichever occurs first.

SECTION 3. Effective date.

(1) This act takes effect on the first day of the 13th month beginning after publication.

DISCLAIMER

Effective May 1, 2007 employers performing work on public works construction projects in Wisconsin for municipal government and state building projects will be required to have a written substance abuse testing program in place. The provisions of this requirement are contained in Act 181. The Department of Workforce Development is not responsible for enforcement of this law or authorized to answer questions concerning the provisions of Act 181. For legal advice on complying with Act 181 you may wish to consult with a private attorney.

2005 Assembly Bill 736

Date of enactment: March 22, 2006

Date of publication*: April 5, 2006

2005 WISCONSIN ACT 181

AN ACT to create 103.503 of the statutes; relating to: substance abuse by employees who are required to be paid the prevailing wage rate for work performed on projects of public works, other than state highway projects.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 103.503 of the statutes is created to read:
103.503 Substance abuse prevention on public works projects. (1) DEFINITIONS. In this section:

(a) "Accident" means an incident caused, contributed to, or otherwise involving an employee that resulted or could have resulted in death, personal injury, or property damage and that occurred while the employee was performing the work described in s. 66.0903 (4) or 103.49 (2m) on a project.

(b) "Alcohol" has the meaning given in s. 340.01 (1g).

(c) "Contracting agency" means a local governmental unit, as defined in s. 66.0903 (1) (d), or a state agency, as defined in s. 103.49 (1) (f), that has contracted for the performance of work on a project.

(d) "Drug" means any controlled substance, as defined in s. 961.01 (4), or controlled substance analog, as defined in s. 961.01 (4m), for which testing is required by an employer under its substance abuse prevention program under this section.

(e) "Employee" means a laborer, worker, mechanic, or truck driver who performs the work described in s. 66.0903 (4) or 103.49 (2m) on a project.

(f) "Employer" means a contractor, subcontractor, or agent of a contractor or subcontractor that performs work on a project.

(g) "Project" means a project of public works that is subject to s. 66.0903 or 103.49.

(2) SUBSTANCE ABUSE PROHIBITED. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing the work described in s. 66.0903 (4) or 103.49 (2m) on a project. An employee is considered to be under the influence of alcohol for purposes of this subsection if he or she has an alcohol concentration that is equal to or greater than the amount specified in s. 885.235 (1g) (d).

(3) SUBSTANCE ABUSE PREVENTION PROGRAMS REQUIRED. (a) Before an employer may commence work on a project, the employer shall have in place a written program for the prevention of substance abuse among its employees. At a minimum, the program shall include all of the following:

1. A prohibition against the actions or conditions specified in sub. (2).

2. A requirement that employees performing the work described in s. 66.0903 (4) or 103.49 (2m) on a project submit to random, reasonable suspicion, and post-accident drug and alcohol testing and to drug and alcohol

* Section 991.11, WISCONSIN STATUTES 2003-04: Effective date of acts. "Every act and every portion of an act enacted by the legislature over the governor's partial veto which does not expressly prescribe the time when it takes effect shall take effect on the day after its date of publication as designated" by the secretary of state [the date of publication may not be more than 10 working days after the date of enactment].

SECTION 01000
BASIC REQUIREMENTS

PART 1 GENERAL

1.1 SECTION SUMMARY

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

1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to provide all labor and materials necessary to cover the renditions to Electric Passenger Service Elevator No. 9.
- B. Work by Owner: For description of work that will be accomplished by County or will be let under separate contracts and will not be included under this Contract, refer to Section 14220 - Electric Elevator Modernization.
- C. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work and facility occupancy.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by others and work by Owner.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit two (2) copies of each application on AIA G702™ and G703™ forms or approved contractors invoice form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.

1.5 ALTERNATES

- A. Alternates quoted on Bid Form shall be reviewed and accepted or rejected at the Owner's option.
- B. Coordinate related work and modify surrounding work as required.
- C. Schedule of Alternates:
 - 1. Alternate Bid 1 – SHIFT WORK.
 - a. Work on the elevator shall proceed with two crews each working a successive shift Monday through Friday. The first crew works an 8-hour shift, the second crew works a subsequent 7.5 hour shift.
 - 2. Alternate Bid 2 – 12 MONTHS MAINTENANCE.
 - a. Provide full credit in lieu of furnishing semimonthly maintenance for the 12 month period described in Section 14220 - 1.9.
 - 3. Alternate Bid 3 – Traction Auxiliary Power Supply (TAPS)
 - a. Furnish and install Traction Auxiliary Power Supply (TAPS) from Motion Control Engineering to supply backup power when normal power is not available. TAPS will be provided in lieu of operating the elevator on an emergency generator. Bidder shall include all material and labor to successfully install, test, and inspect TAPS, and demonstrate operation to the Owner's Representative.

- D. Bidders shall identify their tentative construction schedule for Alternate Bid 1 as indicated on Bid Form.

1.6 COORDINATION

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

1.7 CUTTING AND PATCHING

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

1.8 CONFERENCES

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

1.9 PROGRESS MEETINGS

- A. Owner shall schedule and administer meetings throughout progress of the Work on an as-needed basis, not to exceed one (1) meeting per week.
- B. Owner shall preside at meetings, record minutes, and distribute copies within two (2) days to those affected by decisions made.

1.10 SUBMITTAL PROCEDURES

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

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

1.11 PROPOSED PRODUCTS LIST

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

1.12 SHOP DRAWINGS

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

1.13 PRODUCT DATA

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

1.14 SAMPLES

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

1.15 MANUFACTURERS' INSTRUCTIONS

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

1.16 MANUFACTURERS' CERTIFICATES

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

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

1.17 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

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

1.18 REFERENCES

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

1.19 INTERIOR ENCLOSURES

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

1.20 PROTECTION OF INSTALLED WORK

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

1.21 PARKING

- A. Parking arrangements shall be made with Facilities Management contact, Steve Alwin (608-266-4350).

1.22 PROGRESS CLEANING

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

1.23 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.

1.24 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.25 PRODUCT OPTIONS

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

1.26 SUBSTITUTIONS

- A. Public Works Project Engineer shall consider requests for Substitutions only within fifteen (15) days after date of Public Works Contract.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Construction Documents.
- C. Submit three (3) copies of requests for Substitution for consideration. Limit each request to one (1) proposed Substitution.
- D. Substitutions shall not change contract price established at Bid Opening.

1.27 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.

1.28 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel prior to date of final inspection.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.

1.29 CONTRACT CLOSEOUT PROCEDURES

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

1.30 FINAL CLEANING

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

1.31 ADJUSTING

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

1.32 OPERATION AND MAINTENANCE DATA

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

1.33 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.

1.34 AS-BUILT DRAWINGS AND SPECIFICATIONS

- A. Contractor-produced Drawings and Specifications shall remain property of Contractor whether Project for which they are made is executed or not. Contractor shall furnish Public Works Project Engineer with original tracings of drawings and prints of specifications in reproducible format, one set of Drawings and Specifications and one set

of as-builts drawings in AutoCAD 2007 (or lower) or manually drafted format and entire specification in Word 2000 (or lower) format on CD.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 14220

ELECTRIC ELEVATOR MODERNIZATION

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section is intended to cover the renovations to service elevator #5, one (1) existing Westinghouse electric passenger elevator, State Reg. No. 11067, located in the City-County Building, 210 Martin Luther King Blvd., Madison, WI. Provisions of this Section indicate the extent of the renovations.
- B. The Base Bid will cover all work under this section. Alternates Bids for shift work, maintenance credit, and Traction Auxiliary Power Supply (TAPS) are identified on the Bid Form.
- C. Work shall include all work and material specified. 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 elevator #5, unless otherwise indicated.
- D. Unless specifically identified as “Retain” or “Reuse” in Part 2, provide new equipment. If “Retain” or “Reuse” is specified, recondition or renew to place into satisfactory condition for reuse. Any components not specifically mentioned (retained components) shall be cleaned, adjusted, lubricated, refurbished (if necessary) and tested.
- E. Where “Bidder” or “Contractor” is identified, it shall refer to the Elevator Contractor. Where Contractor is directed to “Provide” devices or equipment, such devices or equipment shall be furnished and installed as work under this Section.
- F. Contractor shall provide all labor, transportation, tools and equipment, temporary protection, lubricants and cleaning supplies, employee safety equipment, supervision, and other work or material required to perform work under this Section, whether or not expressly stated.
- G. Contractor shall be solely responsible for complete compliance with contract documents, omissions, environmental requirements, for verifying all dimensions, calculations, and voltages, found in this specification at the job site, for fabrication techniques, and for coordination of work of all trades.
- H. Any items omitted from this scope of work which are reasonably necessary for completion of the elevator modernization shall be considered to be a part of this specification, although not directly referenced.
- I. All applicable sales and use taxes, permit and inspection fees, and licenses are to be included by Contractor in their bid price.

1.2 RELATED WORK PROVIDED BY OTHERS

The existing elevator hoistway and machine room will be reused in their present locations. The following work must be undertaken by Others and is not included in the scope of work by the Elevator Contractor.

A. Machine Room:

1. Minimum 7'0" headroom below new conduits, ventilation equipment, lights, sprinklers, etc.
2. Identify machine room area with signage stating "Elevator Machine Room" or equivalent in minimum 1" high lettering at the top of both access stairways.
3. Air conditioning will be provided for the new #5 controller to protect against the overheating of the equipment in lieu of changes to the elevator equipment room ventilation.
4. A Class ABC fire extinguisher in the machine room, located convenient to the access door.

B. Electrical Service, Conductors and Devices:

1. Separate branch circuits in machine room located in new subpanel containing 1) car light circuits (with overcurrent device), 2) machine room light and receptacle, and 3) pit light and receptacle. Subpanel shall provide sufficient space for future devices additional for elevator #6.
2. Additional fluorescent lighting in machine room near elevator controller, possible relocation of other existing light fixtures as required, to provide illumination of not less than 19 fc. Coordinate lighting location with Elevator Contractor. Safety sleeves or guards shall be provided over all fluorescent lamps and guards on existing compact fluorescent lamps, maintaining 7'0" minimum clearance.
3. Two light fixtures in elevator pit and illumination of not less than 10fc at the pit floor, operated by a switch located by the pit access door. All lamps shall be guarded. Improved lighting throughout the entire pit area is recommended.
4. Machine room and pit shall each have a minimum, of one GFCI duplex receptacle.
5. Disconnect electrical service from existing controller to existing elevator disconnect switch. Remove existing #5 disconnect switch from lower equipment room area, including conduit and piping. Provide new fused disconnect switch with suitably sized time delay fuses in the upper penthouse area as directed.
6. Connect new conductors from new (or relocated) elevator disconnect to terminals of the new elevator controller. Provide larger electrical service, if required, for the new drive and motor, including larger disconnect switch and new time delay fuses of the proper size as required. All disconnect switches in the machine room should be labeled as to their function.
7. Single-phase power to elevator #5 controller for car lighting and exhaust fan.

8. A direct solid ground shall be provided in the machine room to properly ground the controller and motor, where required by the Elevator Contractor.
9. Temporary power and illumination to install, test, and adjust elevator equipment.
10. Telephone service with all wiring in the machine room run in conduit to terminals on the elevator controller. A second telephone line to controller for remote monitoring, if required.
11. System type fire alarm initiating devices at elevator lobbies and machine room to initiate Firefighters' Service, connected to the building fire alarm system per NFPA 72-2002 Section 6.15.3. 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 the 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 elevator is no longer safe to use.
12. Additional electrical provisions as required for the addition of Traction Auxiliary Power Supply (TAPS) per alternate bid.

C. Other:

1. Refinishing of hoistway entrance frames.
2. Refinishing of car enclosure walls and ceiling.
3. Replace the existing car lighting with new T8 lamps and electronic ballasts.
4. Furnish cores and keys for all Best switchlocks.
5. Card reader for installation in the car enclosure and at the GA level.
6. Verify the adequacy of the building structure to support the loads for the elevator equipment where required, to the satisfaction of the Madison Fire Department or Wisconsin Department of Commerce, Safety & Building Division (SBD).
7. Any sprinklering of the upper machine room level will require Elevator Shutdown provisions per NFPA 72 6.15.4. Per Elevator Inspector, the sprinkler in the lower mechanical room (#5-6 MG level) may remain in place.

1.3 RELATED WORK INCLUDED BY ELEVATOR CONTRACTOR

The following general construction and electrical work must be undertaken by the Elevator Contractor as work under this Section.

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

- A. Protection of floors, walls, elevator entrances. Barricade any open hoistway entrances during work activity per OSHA Regulations and good elevator industry practices.

- B. Any additional screening or separation required between elevator hoistways in accordance with section 8.3 of the Elevator Industry Field Employees' Safety Handbook.
- C. Coordination and testing of smoke 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.
- D. Cutting and/or patching of equipment room floor. Contractor shall provide any needed cutouts in the penthouse floor and shall patch and close up any existing openings no longer required.
- E. Cutting and/or patching hoistway walls to accommodate signal fixtures or electrical equipment, conduits, etc.
- F. Disposal of all existing elevator equipment removed by the elevator contractor that the Owner or existing maintenance contractor doesn't want to retain.
- G. Verify the adequacy of the supports for new Emergency Rope Brake by a licensed professional engineer, if required for Madison Fire Department or Wisconsin Department of Commerce, Safety & Building Division (SBD) approval.
- H. Provide Best switch locks per section 2.7 E. Cylinder cores will be provided by Owner.
- I. Install card reader (furnished by others) in car station coverplate and at GA landing. Card reader interface wiring to elevator controls is by Elevator Contractor.

1.4 QUALITY ASSURANCE - REGULATORY REQUIREMENTS

- A. All work shall comply with the applicable code requirements in effect, including the Wisconsin Administrative Code Chapter Comm 18, ASME A17.1-2007, NFPA 70-2005, NFPA 72-2002, and ICC/ANSI A117.1-2003, or any later editions of these codes in affect as of the contract award date.
- B. The Elevator Contractor shall be fully responsible for obtaining all required approvals, permits, licenses, inspections and certificates for the alterations, and obtain cutting or burning permits as required. The Contractor shall pay all permit fees, inspection fees, certificate fees, and licensing fees. Contractor shall also pay reinspection fees for deficiencies or violations that are the responsibility of the Contractor or subcontractors per terms of this Section.
- C. The contractor shall submit equipment submittals and additional detail drawings, as required by the Madison Fire Department or Wisconsin Department of Commerce, Safety & Building Division (SBD) for approval.
- D. Provide evidence of satisfactory conditional approval by the Madison Fire Department or Wisconsin Department of Commerce, Safety & Building Division (SBD) and copies of "Conditionally Approved" permit applications to Owner and to Consultant prior to the start of any work. The elevator approval letter shall be posted prior to construction at or near the equipment space, and a copy of the approved elevator plans shall be available at the site.

- E. Submit operation certificate (Permit to Operate) after final acceptance inspection is completed by the Madison Fire Department.
- F. Contractor shall apply for any burning or grinding permits required, and be responsible for the associated costs. Contractor shall be responsible for coordinating any temporary deactivation of machine room smoke sensors with the Owner, who is responsible for the fire alarm vendor costs.

1.5 SITE INSPECTIONS

Each bidder has the obligation to survey the existing elevator and is responsible for verifying all conditions and the accuracy of the information contained in the specification.

- A. Requests for site inspections may be made through Department of Administration Facilities Management contact, Steve Alwin (608-266-4350) or Alwin@co.dane.wi.us.
- B. 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 in the specification be in error. Any items omitted from the specifications which are clearly necessary for the completion of the elevator modernization shall be considered to be a part of the specification, although not directly referenced.
- C. By submitting a bid, Contractor acknowledges that it has surveyed, inspected, and is familiar with the equipment.

1.6 SCHEDULE

Bidders shall identify their tentative construction schedule as shown below, effective with date of contract signature.

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

- A. Construction schedule shall be provided for Base Bid and Alternate Bid 1 – shift work.
- B. All work shall be pursued during regular working hours without interruption until complete, unless Alternate Bid 1 is authorized.
- C. The building will be continuously occupied during construction. Work shall proceed without interruption once started to minimize interference with Owner's operations.

1.7 SUBMITTAL DATA

Submittals will be reviewed for general compliance with design concept and contract documents only. Compliance with contract documents, Code requirements, dimensions, fit, finishes, and interface with the existing equipment is the Contractor's responsibility. Allow 7 days for response to submittals. Contractor shall respond to submittal review comments in writing within 7 days of

submittal return, promptly incorporating changes so that delivery and installation schedules are not delayed. Also see section 01000 requirements.

- A. SCHEDULE OF VALUES: Contractor shall provide a schedule of values that identifies the material and labor for the elevator modernization.
- B. PRODUCT DATA: Submit three copies of manufacturer's product data for each principal component, including:
 - 1. Elevator controls
 - 2. Traction machine, drive motor, DC brake
 - 3. Rope gripper
 - 4. Signal fixtures, including voice announcer standard messages available
 - 5. Door operator
- C. SHOP DRAWINGS: Within 45 days after award of contract and before beginning equipment fabrication, submit three (3) copies scaled shop drawings for review:
 - 1. Hoistway and machine room plans and section of hoistway in compliance with Comm 18.1013. Indicate maximum dynamic and static loads imposed on building structure at point of support.
 - 2. Car and hoistway door panels and color chart for hoistway door color selection
 - 3. Signal fixtures
 - 4. The Elevator Contractor shall provide copies of "Conditionally Approved" permit applications each to Owner and Consultant prior to commencing with installation.
- D. SAMPLES: samples of available Rigidized car door finishes.
- E. MAINTENANCE MANUALS: Three (3) sets operating and maintenance instructions:
 - 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. Emergency and Firefighters' Operation instructions.
 - 5. Operation, maintenance, and repair procedures for major components include rope gripper, door operator, controller air conditioner, and roller guides.
 - 6. Full installation, adjustment, maintenance, and troubleshooting instructions for elevator controls, including AC Drive and TAPS.
 - 7. Maintenance manual submittal shall also comply with Comm 18.1009(4).
 - 8. Submit three sets operation and maintenance instructions, which must be approved by consultant prior to submittal of Elevator Contractor's final invoice.

- F. **WIRING DIAGRAMS:** Provide legible “As-Built” schematic wiring diagrams of new control systems, which shall reflect all field revisions and factory updates. Provide two (2) complete full size sets, in addition to a set stored in the elevator machine room. These drawings shall be also be submitted in electronic format as a PDF file.
- G. **As Built Drawings:** “As-Built” elevator shop drawings shall be submitted by Contractor within 15 days following substantial completion of work.
- H. **TEST REPORTS:** Copies of all submittals and approvals, tests, inspection and acceptance reports shall be included in the Operation & Maintenance manuals.

1.8 WARRANTY

- A. All equipment, including control equipment and motor shall be warranted by Contractor for a period ending 12 months after the date of final project acceptance by Owner. Materials and workmanship of installation shall comply in every respect with the Contract Documents. Warranty shall include correction of defective material or workmanship to the satisfaction of the Owner and Consultant.
- B. The Owner shall have the right to reject defective or inferior material or workmanship. Contractor shall make modifications, adjustments, and improvements of new equipment to meet the performance requirements of this specification without additional cost.
- C. Defective” is defined to include, but not limited to, operation 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, abnormal noise or vibration, unsafe conditions, and other unusual, unexpected, or unsatisfactory conditions.

1.9 MAINTENANCE (cost credited as Alternate Bid 2)

In addition to the warranty provisions, provide complete maintenance service and 24 hour emergency callback service for a period of 12 months after project completion, beginning with the date of final acceptance.

- A. 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.
- B. The preventive maintenance program, both during the modernization installation and after project completion, shall include a scheduled inspection, cleaning, lubrication, adjustment, testing, and repair or replacement of worn or defective parts. This service shall include regular semimonthly examinations at approximately fifteen day intervals.
- C. Beginning with final acceptance of the elevator by Owner, a minimum of twenty-four (24) semimonthly inspections are required in the 12 month warranty and maintenance period. In the event the minimum site visitations are not provided, the Elevator Contractor shall extend their warranty and complete maintenance, covering all callbacks, repairs, parts, testing, labor and any other items necessary to keep the elevator in like new

condition until a minimum of twenty-four maintenance examinations at approximately fifteen day intervals have been completed.

- D. Contractor is solely responsible for all maintenance records requirements of the elevator Code, including testing and documentation of Firefighters' Emergency Operation for elevator #5. Maintenance records shall be kept in the machine room and available to the Owner at all times.
- E. Maintain the elevator #5 portion of the machine room and pit, and the elevator #5 hoistway and car top in clean condition throughout the one year warranty/maintenance period.
- F. Repair or replacement due to low voltage, misuse, abuse, or neglect caused by persons other than Elevator Contractors or subcontractor's personnel is excluded from coverage.
- G. Elevator Contractor shall respond on site within two hours of any request for service during regular working hours, and within 30 minutes for entrapments during regular working hours. Response time from time of call to mechanic arriving on site shall not exceed 2 hours for overtime callbacks.

PART 2 - PRODUCTS

2.1 SUMMARY: MODERNIZATION OF EXISTING ELECTRIC PASSENGER ELEVATOR

STATE REG. NO.	11067
CAPACITY	4000 (RETAIN)
RATED SPEED	350 FPM (RETAIN)
TRAVEL (FIELD VERIFY)	APPROX 100'2" (RETAIN)
POWER (FIELD VERIFY)	208 VAC – 3 PH – 60 CY (RETAIN)
MACHINE LOCATION	OVERHEAD (RETAIN)
TRACTION MACHINE	HOLLISTER-WHITNEY #64 (NEW) NEW ROPE GRIPPER NEW LOW SLIP AC HOIST MOTOR
DC MOTOR/MG SET	REMOVE/DISPOSE OF EXISTING
SUSPENSION ROPES	NEW PER MACHINE MANUFACTURER'S SPECS
DEFLECTOR SHEAVE	AT TOP OF HOISTWAY (RECONDITION OR REPLACE)
MOTOR CONTROL	GENERATOR-FIELD (EXISTING-REMOVE/DISPOSE OF). CLOSED LOOP VELOCITY FEEDBACK (NEW)
DRIVE TYPE	NEW DIGITAL CLOSED LOOP AC FLUX VECTOR DRIVE

OPERATION CONTROL	SIMPLEX SELECTIVE COLLECTIVE MICROPROCESSOR
LANDING SYSTEM	MCE DUAL ABSOLUTE POSITIONING SYSTEM (NEW)
CAR SLING/PLATFORM	STRUCTURAL STEEL (RETAIN)
LANDINGS	9 IN LINE (RETAIN)
OPENINGS-FRONT ONLY	GA-GR-1-2-3-4-5-6-7 (RETAIN)
ENTRANCE SIZE	4'6"W X 6'8"H TWO-SPEED SIDE OPENING (RETAIN)
DOOR OPERATOR	NEW CLOSED LOOP VARIABLE FREQUENCY DRIVE
DOOR PROTECTION	NEW CEDES GATEKEEPER MAX OR PANAFORTY
CAR DOOR EQUIPMENT	NEW HANGAR/HEADER, RESTRICTER CLUTCH
HATCH DOOR EQUIP	NEW HANGARS/TRACKS/INTERLOCKS/CLOSERS
HOISTWAY DOOR PANELS	NEW ALL-STEEL, WITH NEW GIBS
SPEED GOVERNOR	CENTRIFUGAL (RECONDITION OR REPLACE)
SAFETY DEVICE	GRADUAL WEDGE CLAMP, RETAIN AND TEST EXIST
GUIDE RAILS	STEEL-RETAIN, TIGHTEN FSTN, ALLIGN AS REQ'D
BUFFERS	OIL (RETAIN)
CAR ROLLER GUIDES	ELSCO MODEL A (NEW)
CWT ROLLER GUIDES	WESTINGHOUSE 3-1/2" AND 4-1/2" (RETAIN)
TERMINAL STOPPING DEVICES	NEW MCE COMPATIBLE FINAL LIMITS
CAR DOOR PANEL	RIGIDIZED STAINLESS STEEL (NEW)
CAR ENCLOSURE	RENOVATE EXISTING AS SPECIFIED
CAR STATION	NEW VANDAL RESISTANT IN SINGLE COVERPLATE
TELEPHONE	NEW ADA COMPLIANT TELEPHONE IN COP
HALL STATIONS	NEW SURFACE MOUNTED VANDAL RESISTANT W/ BUTTONS, CALL REG JEWELS, KEYED SWITCHES
HOISTWAY ACCESS	NEW AT TERMINAL LANDINGS
VOICE ANNOUNCER	NEW ADA COMPLIANT VOICE ANNOUNCER
TOP OF CAR INSPECTION	NEW WITH ENABLE BUTTON AND GFI RECEPTACLE
HALL POSITION INDIC	NEW 2" DIGITAL DISPLAY AT GA, REMOVE EXISTING

2.2 MATERIALS

The following suppliers are approved for new equipment installed under this Section. Other suppliers and products must be approved by Consultant and Owner in writing prior to bid date.

A. MICROPROCESSOR-BASED GROUP CONTROLS

1. Motion Control Engineering – Motion 4000 Traction Control

B. TRACTION MACHINE

1. Hollister-Whitney No. 64
2. or approved equal

C. CLOSED LOOP DOOR OPERATOR

1. G.A.L. Manufacturing – MOVFR II
2. ECI – VFE2500-HH
3. or approved equal

D. SIGNAL FIXTURES

Innovation Industries, Inc

2.3 SELECTIVE COLLECTIVE SIMPLEX OPERATION

Operation shall be automatic by means of the car and landing buttons. Stops registered by the momentary actuation of the car or landing buttons shall be made in the order in which the landings are reached in each direction of travel after the buttons have been actuated. All stops shall be subject to the respective car or landing button being actuated sufficiently in advance of the arrival of the car at that landing to enable the stop to be made. The direction of travel for an idle car shall be established by the first car or landing button actuated.

“UP” landing calls shall be answered while the car is traveling in the up direction and “DOWN” landing calls shall be answered while the car is traveling down. The car shall reverse after the uppermost or lowermost car or landing call has been answered, and then proceed to answer car calls and landing calls registered in the opposite direction of travel.

If the car without registered car calls arrives at a floor on which both up and down hall calls are registered, it shall initially respond to the hall call in the direction that the car is traveling. If no car call or hall call is registered for further travel in that direction, the car shall close its doors and immediately reopen them in response to the hall call in the opposite direction. Hall direction lantern shall indicate the change in direction prior to the doors reopening.

2.4 MACHINE ROOM EQUIPMENT

- A. MICROPROCESSOR BASED CONTROLS: The elevator controller shall be microprocessor based, designed specifically for elevator applications, and shall comply

with all applicable elevator and electrical safety codes. Elevator logic shall be implemented on a single processor, 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 control system shall include a 3-phase filter to reduce EMI, where recommended by the controls manufacturer or required by jobsite conditions.

1. AC MOTOR DRIVE : The system shall utilize a flux vector A.C. drive having built-in motor overload protection. The controller shall provide stepless acceleration and deceleration and provide smooth operation at all speeds. The closed loop feedback power control shall continuously monitor the actual elevator speed for optimal, safe operation. Regenerated power shall be dissipated in a resistor bank. The drive shall not create excessive audible noise from the elevator motor.
2. ON-BOARD DIAGNOSTICS: The elevator controller shall have extensive diagnostic capability. All available programming options or parameters shall be field programmable. The control system shall be equipped with a built-in min 32-character alphanumeric multi-line LCD display and keys for programming and diagnostics. The display shall show data and menus in readily understood character format, rather than using numeric, binary, or other installation codes. Time based requirements to upgrade software or access shall be prohibited. Programmable options and parameters shall be stored in nonvolatile memory.
3. 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 car will then respond only to car calls. Car and hoistway doors will only close with constant pressure on a car call push-button or door close button.
4. 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.
5. LEVELING: The elevator shall be equipped with automatic two-way leveling to control leveling of the car to within .25" (6.35 mm) or better above or below the landing sill, with any load up to full load.
6. CONTROLLER AIR CONDITIONING: The controller shall incorporate an air conditioning unit on the exterior of the cabinet, sized to fully dissipate the heat generated in the control cabinet. The controller air conditioning power supply shall be fed directly from the new controller.
7. KEYED SECURITY: Provide control provisions for keyed security as described in sections 2.8.A.6 and 2.9.A.

B. NEW TRACTION MACHINE

A No. 64 heavy duty machine of the single worm geared traction type shall be designed for the existing 4000 lb. capacity and 350 FPM rated speed, or sized or otherwise configured as required for the duty specified.. The 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 fabricated steel bedplate.

1. **MACHINE MOUNTING:** The machine shall be installed directly over the hoistway and fastened to the building structure per site conditions. Verify machine beam reactions and provide structural machine mounting over the existing machine beams, consistent with the new machine manufacturer's recommendations. The mounting of the machine shall incorporate the manufacturer's isolation assembly to minimize the transmission of noise and/or vibration to the building structure.
2. **MOTOR:** The new traction machine shall have an open drip-proof construction, 60 minute duty low slip AC motor especially designed for elevator service. The motor stator shall be dynamically balanced and supported by ball bearings. A 40 HP motor shall be provided, or otherwise sized or configured as required for the duty specified. The motor stator shall be dynamically balanced and supported by ball bearings. The motor shall be foot-mounted on the machine bedplate at the Hollister-Whitney factory, and accurately trammed with the machine brake pulley on the job site. A digital velocity encoder shall be provided to give feedback to the controller on motor speed and position.
3. **BRAKE:** A disc or drum type machine brake shall be spring applied and electrically released, and designed and adjusted 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 automatically apply in the 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.
4. **DRIVE SHEAVE:** The 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 sheave shall be equipped with suitable sheave and cable guards.
5. **EMERGENCY ROPE BRAKING DEVICE:** Model #622 or as otherwise sized for the duty specified. A new emergency rope gripper shall be provided to prevent ascending car overspeed and unintended car movement in compliance with the ASME A17.1-2007 safety code. The device shall be mechanically activated and hydraulically reset, to stop the elevator in the event of a mechanical or electrical failure in both the upward or downward direction. Contractor shall provide structural mounting of rope gripping device independent from machine bedplate, mount "Rope Gripper" pumping unit within six feet of device, then test and wear in linings consistent with manufacturer's recommendations.

The adequacy of new beams, supports, or foundations to support the loads may be required to be verified by a licensed professional engineer per ASME A17.1-2007 section 2.9, the Madison Fire Department, or Wisconsin Department of

Commerce, Safety & Building Division (SBD). All costs shall be borne by the elevator contractor.

However, it is stipulated that any review of the affected building structure by a licensed professional engineer, if required by the Madison Fire Department or Wisconsin Department of Commerce, Safety & Building Division (SBD) shall be the responsibility of the Owner.

Furnish and install structural steel required for support of the elevator machine. Provide bearing plates, anchors, shelf angles and blocking as required to support beams and equipment. Include all mounting hardware and related components. Where adjacent beams have greater than 5 deg sloping flanges of structural shapes, beveled steel washers shall be used.

All welding shall comply with ASME A17.1-2007 section 8.8. All structural supports, guarding, etc. shall be painted by elevator contractor.

- C. **OVERSPEED GOVERNOR AND ROPE:** Inspect, clean, adjust, test, and renew or replace as required.
- D. **MACHINE ROOM SIGNAGE:** The temperature and humidity range specified by the elevator controls manufacturer shall be permanently posted on the controller.

2.5 HOISTWAY EQUIPMENT

- A. **GUIDE RAILS:** Reuse planed steel car and counterweight Tee-section guide rails and rail brackets in place. Tighten rail bracket, rail clip, and connection bolts, check/renew welds, and align guide rail system as required to provide smooth car ride.
- B. **CAR ROLLER GUIDES:** Furnish and install new spring loaded ELSCO Model A roller guides equipped with standard neoprene rollers.
- C. **COUNTERWEIGHT ROLLER GUIDES:** The existing counterweight roller guides may be retained and reused. Any rollers that are unevenly worn shall be replaced.
- D. **HOISTWAY ACCESS:** Hoistway access operation shall be provided from new keyed switches in the new corridor call station at both terminal landings in full compliance with A17.1-2007 Section 2.12.7.
- E. **TERMINAL-STOPPING DEVICES:** New final limit switches compatible with the new controls shall be provided in compliance with A17.1-2007 Section 2.25.
- F. **COUNTERWEIGHT:** Elevator car shall be suitably counter-balanced by adjusting the quantity of existing and/or new counterweight fillers. The existing counterweight frame shall be welded or modified as required, to correct any defects, noise or vibration, and to accommodate any additional weight.
- G. **BUFFERS:** The existing car and counterweight oil buffers and buffer channels may be retained and reused. Each buffer shall be cleaned, inspected all fluid replaced, and tested.

- H. PIT STOP SWITCH: Provide additional stop switch in pit for elevator #5, located so that it can be activated prior to moving from the elevator #1 to elevator #5 pit area.
- I. CAR FRAME AND PLATFORM: The existing car frame and platform will be retained and reused. The crosshead, stiles, platform, and safety support members shall be cleaned, inspected, and all fasteners tightened to establish a rigid car frame.
- J. PLATFORM GUARD: A smooth metal guard plate shall be provided on the entrance side of the platform, extending below the surface of the platform a minimum of 48 inches, per 2.15.9.
- K. CAR SAFETY: The existing Type B car safety may be retained and reused. The safety assembly shall be cleaned, inspected, lubricated, and adjusted for proper running clearances. All safety components, including wire rope and electrical switch shall be reconditioned, repaired or replaced as necessary, then tested for proper operation with capacity load. Complete and file the mandatory test reports.
- L. PIT EQUIPMENT: Clean and paint existing pit equipment for elevator #5 that will be retained and reused, such as buffers and buffer support channels.
- M. DOOR OPERATOR EQUIPMENT: All door operator equipment shall be adjusted to comply with current elevator code and Part 3 Performance standards, as work included in this Section. Meet or exceed the maintenance standards contained in the NEII-1 Building Transportation Standards and Guidelines by the National Elevator Industry, Inc. A full clear door opening 4'6" wide shall be provided at all landings.
 - 1. DOOR OPERATOR: New closed loop, microprocessor based door operator shall be provided, GAL-MOVFR II or approved equal, with ½ HP AC motor. 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 door operator parameter unit, if used to set door times and other variables shall be provided, and is to be considered property of the Owner. Operator shall be complete with new drive arms and any other equipment necessary
 - 2. CAR DOOR CLUTCH AND ZONE LOCK: Provide new LWZ-2 car door clutch and zone locking device. New car door clutch shall be adjusted to provide door restriction per A17.1 requirements. Adjust so that the car or hoistway doors may not be opened more than 4 inches from inside the car when outside the unlocking zone; and the doors shall be unlocked when the car is within 3 inches (76 mm) above or below the landing.
 - 3. CAR AND HOISTWAY DOOR HANGARS: Provide new two-speed GAL car and hoistway door hangars, utilizing steel tracks, 3-1/4" polyurethane rollers and safety retainers per A17.1-2007 2.11.11.8. for all hoistway hangars. Provide any missing dust covers or fascia plates.
 - 4. NEW DOOR REOPENING DEVICE: Provide new non-contact type reopening device that will stop and reopen the car and hoistway doors automatically without contact should the doors become obstructed. The Cedes GateKeeper Max, Janus Pana40 Plus, and Lambda entrance protection systems shall be considered

acceptable. The use of other products shall first be approved in writing. The new door reopening devices and door closing on Phase I and Phase II shall comply with the applicable Code requirements under Firefighters' Operation.

5. **HOISTWAY DOOR INTERLOCKS AND CLOSERS:** Provide new UL approved GAL hoistway door interlocks. Provide reel type or sill-mounted spring door closers at each landing. Remove all old interlock and strut mounted door closer equipment, including retiring cam and all linkages and release assembly.
6. **HOISTWAY DOORS PANELS:** Provide new two-speed horizontal sliding door panels of furniture steel construction at each landing with 1-1/2 hr UL B fire rating. The new panels shall be of heavy-duty hollow metal construction with vertical internal channel reinforcements, and suitably reinforced and drilled to accept the new door operator equipment. The panels shall be finished in baked enamel, in a color selected by Owner from the manufacturer's standard color chart. Two new hoistway door guides (gibs) and fire retainer(s) shall be provided on each panel.
7. **HOISTWAY ENTRANCE FRAMES/SILLS:** Retain and reuse all existing hoistway entrance frames and landing sills. Clean sill tracks, including ends inside hoistway. Replace any missing or damaged fascia plates, hangar dust covers, door jamb bumpers, etc. The existing enamel steel hoistway entrance frames may be refinished in place by the Owner at their expense, as coordinated with Elevator Contractor. Note: the security gate supports welded to 6th and 7th floor entrance frames will remain in place.
8. **DOOR RELEASES:** Provide escutcheons (sleeves) for door release keyway in new fast-speed panel at all landings. Provide keyed Medeco safety plug locks by Tri-Lok for 6-7th floors. Close up old all release holes in entrance jambs prior to painting frames by Owner.
9. **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".
10. **DOOR KEY:** An emergency hoistway door unlocking key shall be provided in the machine room.

N. ELEVATOR IDENTIFICATION

1. **IN HOISTWAY:** The hoistway shall have floor numbers, not less than 4 inches in height, on the hoistway side of the enclosure or hoistway doors.
2. **AT DESIGNATED LANDING:** Provide elevator identification signage at the designated landing, not less than 4 inches in height, on both entrance jambs.
3. **OTHER:** The elevator shall be identified per A17.1-2007 Section 2.29 requirements, on the driving machine, controller, governor, disconnect switch, crosshead, and car operating panel

O. 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. Two car top lights to provide an illumination level of not less than 10 fc shall be provided, one on the inspection station and one on the rear side of the car top. Both shall be activated by a single switch, and all light bulbs externally guarded against breakage. Lighting shall not be connected to the load side of the GFCI.
 2. **EXHAUST FAN: Ventilation:** A Man-D-Tec MVS-OS or approved equal 12" two-speed exhaust fan shall be provided, mounted to car canopy on isolated rubber grommets, with two-speed key switch in car station. A suitable guard 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. **AUXILIARY CAR TOP STOP SWITCH:** Shall be provided to place stop switch within 24" of the landing sills.
 5. **TOP OF CAR RAILING:** A standard railing conforming to A17.1-2007 Section 2.14.1.7 shall be provided on the outside perimeter of the car top on all sides where the perpendicular distance between the edge of the car top and hoistway enclosure exceeds a 12 inch horizontal clearance.
 6. **PAINT CAR TOP:** The car top and associated car frame structural members shall be cleaned and painted.
 7. **LIGHT AND RECEPTACLE UNDER PLATFORM:** Provide pull chain light fixture and duplex GFCI receptacle under car platform, with light switch accessible from landing. All light bulbs shall be externally guarded against breakage. Lighting shall not be connected to the load side of the GFCI.
- P. **ABSOLUTE POSITIONING SYSTEM:** An absolute position/speed feedback system shall be provided, using dual independent sensor heads reading a 1/2" wide encoded tape, a motor encoder, and three independent processors.
- Q. **LOAD WEIGHING:** A load weighing system shall be provided using the EMCO 3V control unit and individual SWK rope tension sensors. At a minimum, the load weigher shall provide signals to the elevator controller for the Hall Call Bypass and Anti-Nuisance functions, and the Contractor shall demonstrate the proper setting and functions of the load weighing system.
- R. **DEFLECTOR SHEAVE:** The existing overhead cable deflector sheave at the top of the hoistway may be reused or replaced at contractor's option. If reused, it shall be reconditioned, including cleaning, machining of cable grooves or sheave shaft as required, renewing of bearings, etc. Deflector sheave shall be provided with a guard.
- S. **SUSPENSION ROPES:**
1. New traction steel wire suspension ropes of the proper size, grade, construction, and breaking strength, as determined by the traction machine manufacturer and

by ASME A17.1 requirements shall be provided. New wire ropes shall be complete with new wedge clamp shackles at both rope terminations, rope data tag, and all mounting hardware, including two rope clips per shackle. A minimum of 6" counterweight runby shall be required at all times by this specification.

2. Provide maximum counterweight runby data plate in elevator pit per A17.1-2007 Section 2.4.5.

T. JAMB BRAILLE : Provide new Braille plates with epoxy black background and brushed stainless copy, riveted to both bull nose entrance jambs at each landing.

2.6 CAR ENCLOSURE RENOVATIONS

A. ENCLOSURE WALLS

1. The existing emergency light cutout shall be covered with a custom data plate minimum 10" wide by 6" high from Stencil Cutting, Truxes, or approved equal. The design of the sign shall be approved in advance by Owner, and might contain the elevator number and rated load.
2. The existing telephone cabinet cutout shall be covered with a blank vertical grain #4 stainless steel plate.

B. CAR DOOR PANEL

1. New two-speed horizontal sliding door panels of furniture steel construction shall be provided for the car enclosure.
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 5-WL rigidized stainless steel, or other standard metal pattern selected from Rigidized Metals Corp or approved equal. Rigidized material shall wrap completely around leading edge of panels. Exposed fasteners on the car side or leading edge of the panels are not acceptable.

C. CAR EXIT COVER:

1. Provide a new all-steel emergency exit cover in prime finish with heavy duty hinge.
2. Cover shall be flush and openable from the car top without the use of special tools.

3. The new car top emergency exit cover shall be 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..
4. Finish painting of the underside of the car top shall be by Owner.

D. BUMPER RAIL:

1. A single row of new bar type satin stainless steel bumper rails shall be provided on the side and rear walls of the car enclosure, located as directed by Owner.
2. The bumper railing shall be approximately 3/8" x 6" high, and fastened in place with a double row of fastenings vertically.
3. The rail on the car strike column side wall of the car enclosure shall be bent or returned towards the enclosure wall panel, to deflect loads upon impact.

E. CAR ENTRANCE COLUMNS, TRANSOM:

1. Furnish and install a formed stainless steel cladding to replace the existing car strike column cladding.
2. The existing stainless steel car entrance columns and transom shall be refinished in place by Ace Metal Refinishing, or comparable approved vendor upon completion of the modernization work.
3. Remove old car position indicator in transom, close opening with blank brushed stainless steel coverplate.

- F. CAR SILL: Furnish and install a new one-piece nickel-silver two-speed car door sill, securely fastened to the car platform.

2.7 SIGNAL FIXTURES – GENERAL

Signal fixtures shall match Innovation product furnished on elevator #8, except that surface-mounted stations are acceptable for the corridor call stations.

- A. COVERPLATES: All new signal fixture cover plates shall be 302 stainless steel #4 brushed finish, approximately 1/8" thick, with finished edges.
- B. PUSHBUTTONS: Buttons shall be min 1" diameter round raised vandal resistant positive stop stainless steel call register pushbuttons. The visible indication shall extinguish when the car arrives at the designated floor. Buttons shall be raised and shall have LED illumination. Owner shall select from manufacturer's standard button designs. Button operation shall meet the subjective approval of both Consultant and Owner, and shall register calls without failure and without the need to press buttons more than once in order to register calls.
- C. ILLUMINATION: All signal fixtures, including car buttons, hall buttons and lanterns, emergency light, and position indicators, shall be provided with long-life LED illumination.

D. SECURITY OPERATION:

1. Normal business hours: Elevator operates from all car and hall pushbuttons other than floors 6-7, which require keyed calls. Exception: GA floor requires access card from hall.
2. After normal business hours (nights and weekends): All car and hall call pushbuttons are inoperative. Car calls: both access card and key are required. Hall calls: key is required.

E. MORTISE CYLINDERS: Best switch locks for car and corridor stations keyed to the building's requirements shall be provided by the elevator contractor. Mortise cylinders shall be 1-1/8" Best switch locks with US 26 brushed or chrome finish and special keying, all as designated by the Owner. Owner shall furnish key plugs and two keys per cylinder.

1. 1W7J3 momentary contact for car calls, 9 required
2. 1W7J3 momentary contact for terminal hall calls, 2 required
3. 1W7R4 up/down momentary contact for intermediate hall calls, 7 required

F. KEYS: Two (2) keys shall be provided to the Owner for each of signal fixture manufacturer's key switches. The Owner will furnish the Best switch lock keys.

2.8 CAR SIGNAL EQUIPMENT

A. NEW CAR OPERATING STATION

Contractor shall provide a new Innovation Industries car control station, containing all specified devices in a single integral stainless steel coverplate. The new coverplate shall not project more than 1/8" from the front return surface and completely cover the width of the car front return panel. Devices shall include:

1. Elevator number and rated load.
2. Digital car position indicator with 2" high visible indicator
3. Emergency light with multiple LED illumination, and alarm with bell.
4. Fire Operation devices shall be grouped together at the top of the car operating panel behind a locked cover located not more than 72" above the floor. The cover shall be labeled 'Firefighters' Operation' in red letters and shall be operable by a switch coded FEO-K1. Devices behind the locked cover shall include: Fire Operation key switch, call cancel button, additional visual signal, Firefighters' stop switch, door open button, door close button, operating instructions, and telephone jack for Firefighter communications, if required. An illuminated visual signal and audible signal shall be located in the car operating panel. Fire Operation switch shall be coded FEO-K1.
5. Keyed switches shall be provided: fan, light, inspection enable, independent service, and in-car stop, and shall use the following Innovation keys:

- a. EX511 Light
 - b. EX512 Stop
 - c. EX513 Fan, Independent Service
 - d. EX514 Enable, Hoistway Access
6. Separate keyed Best momentary contact switch locks shall be provided for ALL floors, adjacent to the floor call register pushbuttons. The Best switchlocks may function at all times, regardless of whether the car pushbuttons are enabled by the card reader system. The car call pushbuttons can function as call register jewels, otherwise separate illuminated jewels may be provided. The Owner shall approve the layout, arrangement, and engraved identification for key switches in the car station. See section 2.7 E.1.
 7. Floor buttons shall be arranged with numbers in ascending order, and where two or more columns of buttons are provided they shall read from left to right.
 8. Non-illuminated door open and door close buttons.
 9. Provide alarm button and bell, alarm button shall illuminate when activated.
 10. Card reader – Mounting provisions for card reader furnished by others.
 11. Braille: Metal tactile characters and Braille, mechanically fastened and field replaceable integral designations substantially flush with the front of the coverplate. Adhesive type plates are not acceptable
 12. Provide an integral self-dialing ADA compliant telephone. Elevator Contractor shall provide an accessible telephone compatible with Owner’s telephone system and coordinate the programming and testing of such instrument, which shall be ASME A117.1-2003 and ASME A17.1-2007 compliant.
 13. Support – Car station shall be provided with heavy duty hinges and swing open to the side.
- B. 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. Provide announcer comparable to Adams A202, where messages may be changed via a PC.
 - C. EXISTING ADA TELEPHONE: Remove the existing working ADA telephone, give to Steve Alwin, Facilities Management for future use on another elevator.

2.9 CORRIDOR SIGNAL FIXTURES

A. CALL STATIONS

New surface-mounted corridor call stations shall be provided at each landing and shall not project more than 1” from the wall surface, shall completely cover both existing cutouts and faceplate locations in the hoistway walls at each landing, and shall include the following:

1. Surface-mounted type call stations shall be permitted to preclude or to minimize the cutting and patching of the hoistway walls. A one piece coverplate shall be used with separate backing plate, which must be securely fastened to the corridor

wall. The coverplate shall be fastened to the backing plate with at least one tamper-resistant fastener.

2. Stations shall utilize the same vandal resistant positive stop pushbuttons as the car operating station and have illuminated registration of corridor calls.
3. The top terminal station shall contain a down pushbutton centered at 42" and a single Best switch lock above, with engraving to indicate "DOWN". The pushbutton can also function as a call register jewel, otherwise a separate "DOWN" illuminated jewel may be provided. See section 2.7 E.2.
4. Intermediate stations shall contain up and down pushbuttons centered at 42" and a single up/down Best switch lock above, with engraving to indicate the "UP" and "DOWN" functions. The pushbuttons can also function as call register jewels, otherwise separate "UP" and "DOWN" illuminated jewels may be provided. See section 2.7 E.3.
5. The bottom terminal station shall contain an up pushbutton centered at 42" and a single Best switch lock above, with engraving to indicate "UP". The pushbutton can also function as a call register jewel, otherwise a separate "UP" illuminated jewel may be provided. See section 2.7 E.2.
6. The Security mode to deactivate pushbutton operation from the car and/or hall call buttons shall be activated by the Owner's card reader security control. Any necessary interface to elevator controller is by the Elevator Contractor.
7. The Security mode shall be overridden by Firefighters' Operation, so that the CAR pushbuttons shall be made active on Phase II operation. The corridor call buttons shall remain inactive, as permitted by code.
8. Surface mounted hall stations shall each contain the standard Innovation engraving detail "In Case Of Fire Elevators Are Out Of Service."
9. Permanent Phase I operating procedures signage shall be provided adjacent to the Phase I key switch at the designated landing.
10. The existing or a new car reader shall be provided at the GA level.

B. HOISTWAY ACCESS

1. Provide a new hoistway access keyed switch at the terminal landings, identified as "Access", "UP", and "DOWN".
2. Contractor may install devices in the new corridor call stations or provide separate keyed hoistway access stations.
3. The elevator contractor shall provide all cutting and patching required for installation of the new hoistway access key switches.

C. PHASE I FIREFIGHTERS' OPERATION

1. Provide new Firefighters' station, containing ASME A17.1-2007 compliant FEO-K1 Phase I emergency recall key switch, and jewel at the designated landing.
2. These devices may be provided in the corridor call station or in a separate station.

3. Field replaceable Phase I operating procedures signage shall be located in the Fire Service hall station.
 4. The elevator contractor shall provide all cutting and patching required for installation of the Firefighters' Operation devices.
- D. HALL POSITION INDICATOR: Shall be provided at the GA level, with minimum 2' high digital display.
- E. LOBBY PANEL: N/A, since elevator #5 will not operate under emergency power.

PART 3 - EXECUTION

- 3.1 SITE CONDITIONS AND INSPECTION: Contractor is responsible for inspecting the elevator equipment and verifying all critical dimensions, voltages, and calculations shown in specification or drawing prior to fabrication. Notify Consultant and Owner in writing of material discrepancies or other conditions detrimental to performance of work under this Section.
- 3.2 INSTALLATION
- A. Install all elevator components except as those specifically provided elsewhere by others.
 - B. All field wiring required to perform work under this Section shall be provided, and in compliance with NFPA 70.
 - C. 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 only with the mutual consent of Consultant and Owner. All other existing elevator raceways not being reused shall be removed from the car and hoistway.
 - D. All new flexible hoistway traveling cables with steel core shall be provided, suitably suspended to relieve strain on individual conductors. Elevator traveling cable shall be Type E, EO, ETP, or ETT and shall have 8 x 20AWG shielded pair communication wires available for the card reader. A minimum of 10% spare wires shall be provided in both the traveling cables(s) and hoistway wiring.
 - E. Hoist motor encoder wiring shall be isolated electrically from motor and brake wiring.
 - F. Field wiring and control interface for card reader system provided by others is included by the elevator contractor.
 - G. A clear path shall be provided to all new components or equipment that requires maintenance, of not less than 18 inches clearance in the direction(s) required for maintenance access.
 - H. Contractor shall be responsible for all rigging and hoisting required for installation of their equipment and removal of superseded equipment. (See also Section 3.4 E)

- I. Contractor shall provide any needed cutouts in the penthouse floor and shall patch and close up any existing openings no longer required.
 - J. The machine, drive sheave, overhead cable deflector sheave, and overspeed governor shall be equipped with suitable guarding by Elevator Contractor or as required by Code.
 - K. The new traction machine shall be checked and aligned to accurately set the gear pattern and tram the hoist motor.
 - L. Contractor shall keep hoistway doors in the closed position or provide and maintain barricades to protect personnel from open hoistways during installation.
 - M. Protect equipment and exposed finishes from damage during installation.
 - N. Elevator Contractor shall include time for preliminary testing of Owner's fire alarm initiating device system to initiate Phase I Emergency Recall Operation prior to the acceptance inspection.
- 3.3 FIELD QUALITY CONTROL: Consultant will periodically check jobsite during the course of installation. Full cooperation with the Consultant and coordination with Owner is mandatory.
- 3.4 PRODUCT DELIVERY, SITE ORGANIZATION AND CLEANUP
- A. Contractor acknowledges that the building is occupied, and shall take precautions to secure the elevator hoistway and construction tools and equipment from occupants. Coordinate work with Owner to minimize conflict with Owner's and occupant's operations.
 - B. Deliver materials in original, unopened protective packaging. Temporary storage of materials, job boxes, etc. will be made available in the machine room and adjacent mechanical room, at the garage level, or as otherwise arranged with Facilities Management. Contractor shall provide off-site storage at their own expense until components are needed, as required by Owner. Protect equipment and finishes from damage during transportation, storage, and construction.
 - C. Contractor shall keep work areas orderly and free from debris during the course of installation, and clean up on a daily basis. If areas are not kept clean, Owner may clean those areas and deduct cost from contract.
 - D. Contractor shall regularly remove trash, materials, cartons, etc. generated by their work from the premises. Contractor is also responsible for removal and disposal of elevator equipment that is removed or replaced as part of the alterations.
 - E. The Owner reserves the exclusive right to retain any existing elevator equipment not reused in place by Contractor in performance of work under this Section. Owner and Consultant shall be given 5 working days notice prior to the removal of such equipment from the premises. Contractor agrees to place any such equipment to be retained by Owner in the mechanical area just below the main elevator equipment room.

- F. 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 by Contractor of in full compliance with OSHA and EPA guidelines.
- G. Provide protective coverings, barriers, etc. to protect equipment and finishes.
- H. The Elevator Contractor shall be responsible for refinishing of new car or hoistway door panels that are scratched or otherwise damaged from inadequate clearances between panels or car/hoistway entrance columns.
- I. The car top, hoistway, and the elevator #5 areas of the machine room and pit, and equipment located in these areas shall be clean at completion of the modernization work. Hoistway cleaning shall include guide rails and brackets, counterweights and shackles, platform apron and fascia, hoistway doors, hangars, headers, and hoistway sills, etc.
- J. The car top, hoistway, machine room, pit, and equipment located in these areas shall be cleaned to Owner's satisfaction throughout and at the end of the one year warranty/maintenance period, unless Alternate Bid #2 is accepted to delete the maintenance period).

3.5 SAFETY AND HAZARDOUS MATERIALS

- A. All waste items generated by Contractor's work, including but not limited to, cleaning compounds or fluids, waste cloths or wipers, lubricants, old parts, containers, oil absorbent pads, and waste oil must be disposed of by Contractor in full compliance with OSHA and EPA regulations or guidelines.
- B. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety programs and precautions 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 The Owner or outside contractors, inmates, 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, 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 the Owner or it's affiliates.
- C. There is no anticipated asbestos associated with work under this Specification. Any materials which the Contractor encounters and suspects may contain asbestos shall be left undisturbed until such time that they can be tested by the Owner and verified to be asbestos free.

- D. MSDS: The Owner may approve all chemicals and lubricants prior to Contractor bringing them on site. The Contractor shall furnish a Material Safety Data Sheet 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.

3.6 SECURITY PROCEDURES

- A. Elevator Contractor's employees and subcontractors shall comply with all existing or future security procedures, background checks, reasonable sign-in and sign-out procedures, etc.
- B. The Elevator Contractor, or Elevator Contractor's employees shall be allocated one parking space in the underground garage when available. Vehicles must fit below standard 8'0" door height. All subcontractors or Contractor's additional vehicles must make their own arrangements for Parking, such as meter parking on City streets or in parking ramps.

3.7 ACCEPTANCE TESTS

- A. The contractor shall make all acceptance or other tests for the alterations, as required by the governing codes, and submit evidence of Madison Fire Department or Wisconsin Department of Commerce, Safety & Building Division (SBD) 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 car safety and speed governor. Governor adjustments shall be sealed.
- D. Coordinate and 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. Elevator Contractor shall provide test weights for the inspection, including 125% load for brake test.
- F. Load weighing shall be calibrated per manufacturer's instructions and demonstrated.
- G. Rope Gripper shall be tested and demonstrated per manufacturer's instructions and per ASME A17.1 requirements.
- H. Traction Auxiliary Power Supply (TAPS) shall be tested per manufacturer's instructions and per ASME A17.1 requirements and operation demonstrated for the Owner.
- I. 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 modernization scope.

- J. Work shall not be considered complete until accepted in writing the Owner, and then only after successful completion of all violations cited by the Commerce credentialed elevator inspector and completion of Consultant’s punch list.
- K. Copies of all inspection and test reports and certificates shall be provided to Consultant.

3.8 PERFORMANCE AND DEMONSTRATION

- A. The Consultant and Owner shall have full access to inspect Contractor’s work at any time. If corrections are deemed to be necessary, they shall be at the sole expense of the Contractor, and shall be completed prior to release of final payment.
- B. The Owner shall have the final determination of all performance standards, at its sole discretion.
- C. Elevator performance: The Contractor agrees to provide elevator performance, including to the standards listed below, at a minimum. Make adjustments to the elevator system to ensure acceptable elevator operation, and to comply with maintenance standards as published in the NEII-1 Building Transportation Standards and Guidelines by the National Elevator Industry, Inc, at a minimum. Compliance with these performance requirements shall be in addition to the State acceptance inspection and certification process. The elevator shall comply with the minimum performance standards at final acceptance and throughout maintenance and warranty periods.

Elevator Designation	Floor to Floor Performance Time	Door Open Time	Door Close Time	Stopping Accuracy
Elev. No. 5	12.7 sec + 0.2 sec/ft floor hts > 12’	3.5 sec	5.0 sec	1/8”

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: ±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 ¾ 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.
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. Leveling – The accessibility code requires that the car sill initially stop within 1/4” of the landing sill vertically. 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 elevator moves through the hoistway, within reason.
 11. Door operators and associated equipment shall be adjusted to NEII Performance Standards.
- D. Make necessary adjustments of operating devices and all equipment to ensure satisfactory elevator operation and performance. Demonstrate the operation of the elevator system to Owner and Consultant upon completion of installation and before final acceptance, including:
1. Installation compliance with specifications.
 2. Conduct a running speed test with full load. Consultant will check starting, acceleration, deceleration, and stopping g-forces and ride quality, stopping accuracy, and floor-to-floor performance times.
 3. Stopping accuracy and car ride compliance with specifications.
 4. Operation and testing of rope gripping device per manufacturer’s suggested procedures.
 5. Operation of signal fixtures including card reader security.
 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.

3.9 ACCEPTANCE AND TRAINING

- A. Upon notice from Contractor that all work is substantially complete and copies of all punchlists 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. Train Owner's personnel in normal operation of elevator and procedures to be followed in checking for sources of operational failures or malfunctions. Provide instruction to the Owner's personnel on proper operation of the equipment, demonstrate safety procedures including the use and resetting of TAPS and Firefighters' Service Operation. Such training shall include a familiarization with the elevator equipment, conducted for Facilities Management's designated representative(s) on one occasion.
- C. Upon completion of project work, and after all adjustments, tests and inspections are performed, forward a signed certificate by the Elevator Contractor stating that all equipment, controls and operation is as specified.
- D. Switch keys shall be released to the Owner as coordinated by Consultant. Two (2) keys shall be provided for each and every key switch in the new 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. All keys shall be turned over to Steve Alwin.
- E. One hand-held door operator parameter unit used to set door times and other variables shall be provided if applicable, and is to be considered property of the Owner.
- F. One hand-held MCE user interface entry device shall be provided, and is to be considered property of the Owner.
- G. All Maintenance Manuals, As Built Drawings, Wiring Diagrams, and Waivers of Lien submitted by Contractor shall be approved by Consultant prior to issue of final invoice.

END OF SECTION