

**RFB NO. 310018**



## **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. 310018 INTERIOR & EXTERIOR SIGNAGE PACKAGE BADGER PRAIRIE HEALTH CARE CENTER 1100 E. VERONA AVENUE VERONA, WISCONSIN**

Opening Date / Time: **THURSDAY, JULY 15, 2010 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

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

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FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

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

## **DOCUMENT INDEX FOR RFB NO. 310018**

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- General Conditions of Contract
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**LEGAL NOTICE**

**INVITATION TO BID**

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

**2:00 P.M., THURSDAY, JULY 15, 2010**

**REQUEST FOR BIDS NO. 310018**

**INTERIOR & EXTERIOR SIGNAGE PACKAGE**

**NEW BADGER PRAIRIE HEALTH CARE CENTER**

**1100 EAST VERONA AVENUE**

**VERONA, WISCONSIN 53593**

Dane County is inviting Bids for the interior and exterior signage at the new Badger Prairie Health Care Center, Verona, WI.

Request for Bids package may be obtained at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608-266-4018, or downloading it from [www.danepurchasing.com/rfps.aspx](http://www.danepurchasing.com/rfps.aspx). Please call Steve Richards, Project Manager, at 608-219-6339, for any questions or additional information.

Pre-bid meeting is scheduled for Wednesday, June 30, 2010 at 9:00 a.m. at 1100 E. Verona Avenue, Verona, WI 53593. Attendees shall report to the Administration Building. Attendance is strongly encouraged.

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](http://www.danepurchasing.com) or obtain one by calling 608-266-4131.

**PUBLISH: JUNE 25 & JULY 1, 2010 – WISCONSIN STATE JOURNAL**

**JUNE 25 & JULY 1, 2010 – 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 June 30, 2010 at 9:00 AM at Badger Prairie Health Care Center, 1100 E. Verona Ave., Verona, WI. Attendees shall report to the Administration Building. 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 Manager, 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 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. 310018**

**PROJECT: INTERIOR & EXTERIOR SIGNAGE PACKAGE  
BADGER PRAIRIE HEALTH CARE CENTER**

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

**BASE BID - LUMP SUM:**

Provide lump sum bid for the provision and installation of interior and exterior signage 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 – HISTORY WALL SIGNAGE:**

Add price for providing all labor, materials, and equipment necessary for the installation of History Wall Signage (Sign Type S).

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

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



**INFORMATIONAL UNIT PRICING:**

Provide unit pricing for each sign type. This pricing will be used for internal accounting purposes and to establish rates for additional or reduced scope of work. Information pricing will not be considered in establishing low bidder.

**INTERIOR SIGNAGE:**

Sign Type A – Room Identification Quantity: 224	Unit Cost: \$ _____
Sign Type B – Room ID w/ Name Quantity: 97	Unit Cost: \$ _____
Sign Type C – Room ID w/ Slider Quantity: 15	Unit Cost: \$ _____
Sign Type D – Room ID w/ Agenda Holder Quantity: 14	Unit Cost: \$ _____
Sign Type E – Elevator Quantity: 8	Unit Cost: \$ _____
Sign Type F – Restroom Quantity: 13	Unit Cost: \$ _____
Sign Type G – Stairs Quantity: 9	Unit Cost: \$ _____
Sign Type H-1 Directional Quantity: 3	Unit Cost: \$ _____
Sign Type H-2 Directional Quantity: 3	Unit Cost: \$ _____
Sign Type I – Flag Sign Quantity: 5	Unit Cost: \$ _____
Sign Type J-1 – Decorative Household Entry Sign Quantity: 12	Unit Cost: \$ _____
Sign Type J-2 – Decorative Household Icon Quantity: 12	Unit Cost: \$ _____
Sign Type K – Info Sign, Text Only Quantity: 12	Unit Cost: \$ _____
Sign Type L – Info Signs w/ Graphics Quantity: 6	Unit Cost: \$ _____
Sign Type M – Evacuation Plan Holders Quantity: 30	Unit Cost: \$ _____
Sign Type N – Interior Stair Sign	

Quantity: 8 Unit Cost: \$ \_\_\_\_\_

Sign Type O – Directional, wall mounted, no graphics

Quantity: 8 Unit Cost: \$ \_\_\_\_\_

Sign Type P – Room Number Frame Label

Quantity: 372 Unit Cost: \$ \_\_\_\_\_

Sign Type R – Vinyl Letters

Quantity: 1 Unit Cost: \$ \_\_\_\_\_

EXTERIOR SIGNAGE:

Sign Type T – Parking Sign

Quantity: 13 Unit Cost: \$ \_\_\_\_\_

Sign Type U – Post & Panel

Sign 451 Unit Cost: \$ \_\_\_\_\_

Sign 452 Unit Cost: \$ \_\_\_\_\_

Sign 453 Unit Cost: \$ \_\_\_\_\_

Sign 454 Unit Cost: \$ \_\_\_\_\_

Sign 455 Unit Cost: \$ \_\_\_\_\_

Sign 456 Unit Cost: \$ \_\_\_\_\_

Sign 457 Unit Cost: \$ \_\_\_\_\_

Sign 458 Unit Cost: \$ \_\_\_\_\_

Sign 459 Unit Cost: \$ \_\_\_\_\_

Sign Type V – Monument Sign

Quantity: 1 Unit Cost: \$ \_\_\_\_\_

Sign Type W – Building Dedication Plaque

Quantity: 1 Unit Cost: \$ \_\_\_\_\_

Sign Type X – Door Identification Numbers

Quantity: 30 Unit Cost: \$ \_\_\_\_\_

Sign Type Y – Building Identification Signs

Quantity: 11 Unit Cost: \$ \_\_\_\_\_

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

Addendum No(s). \_\_\_\_\_ through \_\_\_\_\_

Dated \_\_\_\_\_

Dane County Pubic Works must have this project completed by November 5, 2010. Assuming this Work can be started by September 27, 2010, what dates can you commence and complete this job?

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

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

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

Select one of the following:

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

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

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

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

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

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

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

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

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

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

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

**BID CHECK LIST:**

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

- Bid Form (pg. 1-4)                       Bid Bond                       Fair Labor Practices Certification

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

**DANE COUNTY VENDOR REGISTRATION PROGRAM**

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

[www.danepurchasing.com/registration](http://www.danepurchasing.com/registration)

**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](http://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](http://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](http://www.nlr.gov) and [werc.wi.gov](http://werc.wi.gov).

For reference, Dane County Ordinance 25.11(28)(a) is as follows:

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

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



# 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/](http://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: <a href="http://dwd.wisconsin.gov/apprenticeship/executive_order108.htm">dwd.wisconsin.gov/apprenticeship/executive_order108.htm</a> ?	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. 310018

Authority: Res. \_\_\_\_\_, [2009-10]

**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 Interior & Exterior Signage at Badger Prairie Health Care Facility including Alternate Bid 1 (if applicable) ("the Project"); and

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

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

1. CONTRACTOR agrees to construct, for the price of \$\_\_\_\_\_ the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid Form, Conditions of Contract, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by \_\_\_\_\_ (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Document Index, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the Conditions of Contract, and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the Conditions of Contract.
3. During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or

conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. Such equal opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

**FOR CONTRACTOR:**

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

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

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

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

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

\* \* \* \* \*

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

**FOR COUNTY:**

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

\_\_\_\_\_  
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 .

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

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. \_\_\_\_\_

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address): \_\_\_\_\_

SURETY (Name and Principal Place of Business): \_\_\_\_\_

OWNER (Name and Address): \_\_\_\_\_

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

BOND

Date (Not earlier than Construction Contract Date): \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Modifications to this Bond: \_\_\_\_\_

None

See Page 3

CONTRACTOR AS PRINCIPAL  
COMPANY: \_\_\_\_\_  
(Corporate Seal)

SURETY COMPANY: \_\_\_\_\_  
(Corporate Seal)

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

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

Attorney-in-Fact

(Any additional signatures appear on page 3)

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

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

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

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

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

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

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

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

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

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

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

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

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

1. After investigation, determine the amount for

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

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

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

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

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

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

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

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

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

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

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

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

**12 DEFINITIONS**

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

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

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

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

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

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

SAMPLE

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

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)

SURETY  
Company: (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:



THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. \_\_\_\_\_

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address): \_\_\_\_\_

SURETY (Name and Principal Place of Business): \_\_\_\_\_

OWNER (Name and Address): \_\_\_\_\_

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

BOND

Date (Not earlier than Construction Contract Date): \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Modifications to this Bond: \_\_\_\_\_

None

See Page 6

CONTRACTOR AS PRINCIPAL  
COMPANY: \_\_\_\_\_  
(Corporate Seal)

SURETY COMPANY: \_\_\_\_\_  
(Corporate Seal)

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

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

Attorney-in-Fact

(Any additional signatures appear on page 6)

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

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

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

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

**15. DEFINITIONS**

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

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

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

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

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

SAMPLE

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

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)

SURETY  
Company: (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

# CONDITIONS OF CONTRACT

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### 1. BIDS AND QUOTATIONS

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

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

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

## 2. GUARANTEE AND BOND

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

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

### 3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

- H. The Contractor shall not be relieved of responsibility for deviations from requirements of the Construction Documents by the Public Works Project Engineer's approval of Shop Drawings, Product Data, Samples and similar submittals unless the Contractor has specifically informed the Public Works Project Engineer in writing of such deviation at the time of submittal and the Public Works Project Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Sample or similar submittals by the Public Works Project Engineer's approval thereof.
- I. The Contractor shall in writing direct specific attention to revised and / or resubmitted Shop Drawings, Product Data, Samples or similar submittals that were not requested by the Architect / Engineer or the Public Works Project Engineer on previous submittals.
- J. Unless specified otherwise, Contractor shall submit three (3) copies of all Shop Drawings, Product Data, Samples or similar submittals for each submission, until receiving final approval. After final approval, provide five (5) additional copies for distribution and such other copies as may be required.

#### 4. AWARDS

- A. **Lowest Responsible Bidder.** Award will be to the lowest responsible bidder conforming to Construction Documents or on the most advantageous bid to the County.
- B. **Other Considerations.** Quantities involved, time of delivery, purpose for which required, competency of bidder, the ability to render satisfactory service and past performance will be considered in determining responsibility.
- C. **Rejection of Bids.** The County reserves the right to reject any or all bids or quotations in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. The County reserves also the right to waive technical defects when in its judgment the best interests of the County thereby will be served.
- D. **Notice of Acceptance.** Sufficient notification of acceptance of bid will be written notice of award to a bidder in the form of a Purchase Order or similar, mailed or delivered to the address shown on the Bid Form.
- E. **Tie Bids.** If two or more bidders submit identical bids, the decision of the County to make award to one or more of such bidders shall be final. Cash discount will be taken into consideration determining an award. Also, see Article 7.A. IDENTICAL BIDDING, Antitrust Laws.
- F. **Qualifying Bidders.** Prior to solicitation and / or awarding of bid, the County may require submission by bidder of complete financial statement and questionnaire describing bidder's financial ability and experience in performance of similar work. Refer to Instructions to Bidders.
- G. **Disqualification.** Awards will not be made to any person, firm or company in default of a Contract with the County, or to any bidder having as its sales agent or representative or as a member of the firm, any individual previously in default or guilty of misrepresentation.
- H. **Bid Results.** Bidders may secure information pertaining to results of bids by visiting the County Purchasing Division Office Monday through Friday, between 7:45 a.m. and 4:30 p.m.

#### 5. CONTRACT PROVISIONS

- A. **Acceptance Constitutes Contract.** Written acceptance by the Public Works Project Engineer of a proposal for services shall constitute a Contract, which shall bind the bidder to perform the Work as detailed in the Construction Documents, for the bid amount and in accordance with all conditions of said accepted bid. A formal Contract containing all provisions of the Contract signed by both parties shall be used when required by the Public Works Project Engineer.
- B. **Local Restrictions and Permits.** All work shall be done according to applicable laws, ordinances and codes. The Contractor shall procure and pay for all required permits for permanent or temporary work.
- C. **Payment of Invoices.** Payment may be made only after inspection and acceptance by the using agency and approval by the Dane County Public Works Project Engineer, and, where required by ordinances, approval by the Dane County Board of Supervisors. If materials or equipment were delivered, constructed, erected, installed or tested on site, payment shall be made based on ninety-five percent (95%) of the value of all Work performed up to fifty percent (50%) of scheduled values less the total of previous payments. Authorized extra work will be included in progress payments. Payment of balances will be made only after approval and final acceptance by the County in consideration and elimination of the possibilities of imperfect work, faulty materials or equipment, liens that have been filed, or if evidence indicates the possible filing of claims.
- D. **Contract Alterations.** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or authorized agent.
- E. **Assignments.** No contract may be assigned, sublet or transferred without written consent of the Public Works Project Engineer.
- F. **Cancellations.** A contract may be canceled or voided by the Public Works Project Engineer upon non-performance or violation of contract provisions, and an award made to the next low bidder or articles specified may be purchased on the open market. In either event, the defaulting contractor (or their surety) shall be liable to Dane County for costs to the County in excess of the defaulting contractor's contract prices.
- G. **Right of the Department to Terminate Contract.**
1. In the event that the Contractor or any subcontractors violate any of the provisions of this Contract, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.
  2. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract subject to County's approval. However, if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the Work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor. The Contractor and Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the Work, such equipment, materials and / or supplies as may be on the site of the Work and therefore necessary.
- H. **Non-Liability.** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Public



Works Project Engineer's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Public Works Project Engineer may in the discretion, cancel the Contract.

- I. **Quality Assurance.** Inspection of equipment, materials and / or supplies shall be made by or at the direction of the County or the Agency to which the goods are delivered, and any articles supplied that are defective, or fails in any way to meet Specifications or other requirements of the Contract, will be rejected. The Public Works Project Engineer shall direct all required laboratory tests. The decision of the Public Works Project Engineer on acceptance shall be final.
  
- J. **Time for Completion.** The Contractor agrees that the Work shall be prosecuted regularly and diligently and complete the entire project as stated in the Construction Documents.
  
- K. **Changes in the Work.**
  1. Except in cases of emergency, no changes in the Work covered by the approved Construction Documents shall be made without having prior written approval of the Department. Charges or credits for the work covered by the approved change shall be determined by one of the following methods:
    - a) Unit bid prices previously approved.
    - b) An agreed lump sum based on actual cost of:
      - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
      - 2) Materials entering permanently into the Work;
      - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
      - 4) Power and consumable supplies for the operation of construction or power equipment;
      - 5) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
      - 6) Social Security, pension and unemployment contributions;
      - 7) To the cost under K.1.b) 2), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expense;
      - 8) On that portion of the work under K.1.b) 2) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense; and
      - 9) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.
    - c) Cost-Plus Work, with a not-to-exceed dollar limit, based on actual cost of:
      - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
      - 2) Materials entering permanently into the Work;
      - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work. (Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment);
      - 4) Power and consumable supplies for the operation of construction or power equipment;
      - 5) Workmen's Compensation, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
      - 6) Social Security, pension and unemployment contributions;
      - 7) To the cost under K.1.c) 3) there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expense;

- 8) On that portion of the work under K.1.c) 3) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense; and
  - 9) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.
2. If the Contractor claims that by any instructions given by the Architect / Engineer, the Department, by drawings or otherwise, regarding the performance of the Work or the furnishing of material under the Contract, involves extra cost, the Contractor shall give the Department written notice thereof within two weeks after the receipt of such instructions and in any event before proceeding to execute the work, unless delay in executing the work would endanger life or property.
  3. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect / Engineer and approved by the Department, as previously mentioned, and the claim presented with the payment request submitted after the changed or extra work is completed.
  4. Negotiation of cost for a change in the Work shall not be cause for the Contractor to delay prosecution of the Work if the Contractor has been authorized in writing by the Public Works Project Engineer to proceed.

**L. Payments to Contractor.**

1. The County will make partial payments to the Contractor for the value, proportionate to the amount of the Contract, of all labor and material incorporated in the work during the preceding calendar month upon receipt of approved Application and Certificate of Payment from the Architect / Engineer and approval of the Department.
2. The Contractor shall submit to the Architect / Engineer an Application and Certificate of Payment. The Architect / Engineer will review and approve this before sending it to the Public Works Project Engineer. Evidence may be required, and supplied on demand, that supports the request and the Contractor's right to the payment claimed.
3. Request for payment for preparatory work and materials delivered and suitably stored at the site to be incorporated into the Work at some future period, will be given due consideration. Requests involving materials stored off the site, may be rejected; however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered conditional upon the submission by the Contractor of bills of sale and such other procedures as will adequately protect the County's interest such as storage in a bonded warehouse with adequate coverage. If there is any error in a payment, the Contractor is obligated to notify the Department immediately, but no longer than ten (10) days from receipt of payment.
4. Payments by the County will be due within forty-five (45) days after receipt by the Department of a certified request.
5. Five percent (5%) of each request for certification will be retained until final completion and acceptance of all the Work covered by the Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at the site, the remaining payments will be made in full if the Architect / Engineer and Public Works Project Engineer find that the progress of the Work corresponds with the construction progress schedule. If the Architect / Engineer and Public Works Project Engineer find that the progress of the Work does not correspond with the construction progress schedule, up to ten percent (10%) of each request for payment may be retained for the Work completed.

6. All material and work covered by partial payments made shall become the sole property of the County. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the Contract.
7. Final payment will be made within sixty (60) days after final completion of the Work, and will constitute acceptance thereof.
8. On completion and acceptance of each separate division of the Contract, on which the stated price is separated in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
9. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit(s) as required to prove that all debts and claims against this Work are paid in full or otherwise satisfied, and give final evidence of release of all liens against the Work and County. If Wisconsin Prevailing Wage Rate Determination is required for this Work, use "Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination" and "Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination" (if applicable). If Wisconsin Prevailing Wage Rate Determination is not required for this Work, use "Dane County, Wisconsin Contractor Wage Affidavit". Forms of such affidavits are included in Supplementary Conditions.

**M. Withholding of Payments.**

1. The County, after having served written notice on the said Contractor, may either pay directly any unpaid bills of which the Department has written notice, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged. Then payment to the Contractor shall be resumed in accordance with the terms of this Contract, but in no event shall these provisions be construed to impose any obligations upon the County to either the Contractor or the Contractor's Surety.
2. In paying any unpaid bills of the Contractor, the County shall be deemed the Agent of the Contractor, and any payment so made by the County, shall be considered as a payment made under the Contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payment made in good faith.
3. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance of this Contract.
4. At the Department's request, the Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

**N. Acceptance of Final Payment as Release.**

1. The making of final payment shall constitute a waiver of all claims by the County except those arising from:
  - a) Unsettled lien;
  - b) Faulty or defective work appearing after substantial completion;

- c) Failure of the work to comply with the requirements of the Construction Documents; or
- d) Terms of any special guarantees required by the Construction Documents.

2. The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

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

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

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

Q. **Correction of Work.**

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

## 6. GENERAL GUARANTEE

- A. Neither the final certificate of payment nor any provision in the Construction Documents nor partial or entire occupancy of the premises by the County shall constitute an acceptance of work not done in accordance with the Construction Documents or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.
- 1. In no event shall the making of any payment required by the Contract constitute or be construed as a waiver by County of any breach of the covenants of the Contract or a waiver of any default of Contractor and the making of any such payment by County while any such default or breach

shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

- B. The Contractor shall remedy and make good all defective workmanship and materials and pay for any damage to other work resulting therefrom, which appear within a period of one year from the date of substantial completion, providing such defects are not clearly due to abuse or misuse by the County. The Department will give notice of observed defects with reasonable promptness.
- C. Guarantee on work executed after certified date of substantial completion will begin on the date when such work is inspected and approved by the Architect / Engineer and the Public Works Project Engineer.
- D. Where guarantees or warranties are required in sections of Construction Documents for periods in excess of one year, such longer terms shall apply; however, the Contractor's Performance / Payment Bond shall not apply to any guarantee or warranty period in excess of one year.

## **7. IDENTICAL BIDDING**

- A. **Antitrust Laws.** All identical bids submitted to the County because of advertised procurement for materials, supplies, equipment or services exceeding \$1,000,000.00 in total amount shall be reported to the Attorney Generals of the United States and the State of Wisconsin for possible violation and enforcement of antitrust laws.

## **8. BINDING CONTRACTS**

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

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

- A. **Affirmative Action Provisions.** During the term of its Contract, Contractor agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, available to all employees, service recipients and applicants for this paragraph. The listing of prohibited bases for discrimination shall no be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.
- B. Contractor is subject to this paragraph only if Contractor has ten (10) or more employees and receives \$10,000.00 or more in annual aggregate contracts with County. Contractor shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Contractor must file such plan within fifteen (15) days of the effective date of this Contract and failure to do so by that date shall constitute grounds for immediate termination of the Contract. During the term of this Contract, Contractor shall also provide copies of all announcements of employment opportunities to the County's Contract Compliance Office, and shall report annually the number of persons, by race, sex and handicap status, which apply for employment and, similarly classified, the number hired and the number rejected.

- C. Contact the Dane County Contract Compliance Officer at Dane County Contract Compliance Office, 210 Martin Luther King, Jr. Blvd., Room 421, Madison, WI 53703, 608/266-4114.
- D. In all solicitations for employment placed on Contractor's behalf during the term of this Contract, Contractor shall include a statement to the effect the Contractor is an "Equal Opportunity Employer."
- E. Contractor agrees to furnish all information and reports required by County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and the provision of this Contract.
- F. **Minority / Women / Disadvantaged / Emerging Small Business Enterprises.** Chapter 19.508 of the Dane County Code of Ordinances is the official policy of Dane County to utilize Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs) fully.
- G. The Contractor may utilize MBEs / WBEs / DBEs / ESBEs as subcontractors or suppliers. A list of subcontractors will be required of the low bidder as stated in this Contract. The list shall indicate which subcontractors or suppliers are MBEs / WBEs / DBEs / ESBEs and what percentage of subcontract is awarded, shown as a percentage of the total dollar amount of the bid.

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

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

## **11. DOMESTIC PARTNERSHIP BENEFITS**

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

## **12. INSURANCE REQUIREMENTS**

- A. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.
- B. In any and all claims against Dane County, its boards, commissions, agencies, officers, employees and representatives or by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefits or other employee benefit acts.
- C. The obligations of the Contractor under this Contract shall not extend to the liability of the Architect / Engineer, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or (2) the giving of or the failure to give directions or instruction by the Architect / Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- D. The County shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.
- E. **Contractor Carried Insurance.** In order to protect itself and the County, the Contractor shall not commence work under this Contract until obtaining all the required insurance and the County has approved such insurance. The Contractor shall not allow any subcontractor to commence work on the subcontract until the insurance required of the subcontractor has been so obtained and approved.
1. **Worker's Compensation Insurance**  
The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance as required by statute for all of its employees engaged in work at the site of the project under this Contract and, in case of such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
  2. **Contractor's Public Liability and Property Damage Insurance**  
The Contractor shall procure and maintain during the life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 per occurrence for bodily injury and death, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 and shall be primary with Dane County as an "Additional Insured".
  3. **Auto Liability Insurance**  
The Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000.00 and shall be primary with Dane County as an "Additional Insured".

- F. Contractor either (1) shall require each subcontractors to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or (2) insure that activities of subcontractors in their own policy.
- G. Contractor shall furnish the County with certificates showing type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially this statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."
- H. **Builder's Risk.** County shall provide Builder's Risk policy. Terms of this policy will be made available by County's Risk Manager upon Contractor's request. By executing this Contract, Contractor warrants it is familiar with terms of said policy.



# SUPPLEMENTARY CONDITIONS

## 1. APPLICATION & CERTIFICATE FOR PAYMENT

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

**AIA Document G702™ - 1992**  
**Application and Certificate for Payment**

TO OWNER: PROJECT: APPLICATION NO: PERIOD TO: ARCHITECT'S PROJECT NO:  
 FROM CONTRACTOR: VIA ARCHITECT: CONTRACT FOR: CONTRACTOR: CONTRACTOR'S PROJECT NO:

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

1. ORIGINAL CONTRACT SUM \$  
 2. Net change by Change Order \$  
 3. CONTRACT SUM TO DATE \$  
 4. COMPLETED & STOPPED WORK \$  
 5. TOTAL AMOUNT CERTIFIED \$  
 6. TOTAL AMOUNT PREVIOUSLY CERTIFIED \$  
 7. AMOUNT TO BE CERTIFIED \$  
 8. AMOUNT TO BE PAID, INCLUDING RETAINAGE \$

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

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

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

ARCHITECT: By: Date:

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**AIA Document G703™ - 1992**  
**Continuation Sheet**

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

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

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	TWO PERCENT	MATERIALS DELIVERED TO SITE	COPIES AND TO GO	W (G) + C)	RT (H) + C)

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

AIA Document G703™ - 1992. Copyright © 1992, 1993, 1995, 1997, 1976, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. For more information, please contact the Copyright Clearance Center, Inc., 222 Rosewood Drive, Danvers, MA 01923. For more information, please contact the Copyright Clearance Center, Inc., 222 Rosewood Drive, Danvers, MA 01923. For more information, please contact the Copyright Clearance Center, Inc., 222 Rosewood Drive, Danvers, MA 01923.

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

- A. These supplements shall modify, delete, and / or add to Conditions of Contract. Where any article, paragraph, or subparagraph in Conditions of Contract is supplemented by one of these paragraphs, provisions of such article, paragraph, or subparagraph shall remain in effect and supplementary provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in Conditions of Contract is amended, voided, or superseded by any of these paragraphs, provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.
  - 2. Conditions of Contract. Following Prevailing Wage Rate Determination No. 200900458 is added to 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            )  )SS  County Of            )	Project Name		
	Project Number	Determination Number	
	Date Determination Issued	Date of Contract	
	Awarding Agency		
	Date Work Completed		

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

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- **I have** fully complied with 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            )    )SS  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 indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

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.

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

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

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

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

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

MAIL COMPLETED REQUEST TO Equal Rights Division, Labor Standards Bureau, P. O. Box 8928 Madison WI 53708.  
 You may call (608) 266-6860 if you need assistance in completing your request



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

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**DEPARTMENTAL ORDER**

SCOTT CARLSON, PROJECT MANAGER  
DANE COUNTY  
1919 ALLIANT ENERGY WAY  
MADISON, WI 53713

RE: BADGER PRAIRIE HEALTH CARE CENTER  
TOWN OF VERONA, DANE CO. WI  
Determination No. 200900458 Project No. 108018

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

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

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

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

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

DATED

3/06/2009

Enclosures

FOR THE DEPARTMENT

A handwritten signature in black ink, appearing to read 'Dave Newman', is 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: 3/06/2009

**DETERMINATION NUMBER:** 200900458

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded Or Negotiated On Or Before 12/31/2009. If NOT, You MUST Reapply.

**DESCRIPTION OF PROJECT:** BADGER PRAIRIE HEALTH CARE CENTER  
PROJECT NO: 108018

**LOCATION OF PROJECT:** TOWN OF VERONA, DANE CO. WI

**CONTRACTING AGENCY:** DANE COUNTY

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

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

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

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

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

## BUILDING OR HEAVY CONSTRUCTION

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

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

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

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>			
<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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			

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>			
<b><u>TRADE OR OCCUPATION</u></b>	<b><u>HOURLY BASIC RATE OF PAY</u></b>	<b><u>HOURLY FRINGE BENEFITS</u></b>	<b><u>TOTAL</u></b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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
<b>TRUCK DRIVERS</b>			
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
<b>LABORERS</b>			
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
<b>HEAVY EQUIPMENT OPERATORS SITE PREPARATION, UTILITY AND LANDSCAPING WORK ONLY</b>			
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>
	\$	\$	\$
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Mulcher; Vibratory Hammer or Extractor			
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<b>HEAVY EQUIPMENT OPERATORS EXCLUDING SITE PREPARATION, UTILITY, PAVING AND LANDSCAPING WORK</b>			
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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
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Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 175 Feet or Under; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Traveling Crane (Bridge Type); Caisson Rig; Pile Driver; Dredge (Not Performing Work on the Great Lakes) 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
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Crane (Go-Devil Type) or Truck Mounted Hydraulic Crane (10 Tons or Under); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self Propelled or Tractor Drawn) 5 cu yards or more capacity; Concrete Pump, Grout Pump or Concrete Conveyor (Rotec or Bidwell Type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Spreader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer; Curb and Gutter Machine; Roller (Over 5 Ton); Shouldering Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Forklift (Machinery Moving or Steel Erection); Manhoist or Elevator; Material or Stack Hoist; Trencher; Sideboom; Hydro-Blaster (10,000 PSI or Over); Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment 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
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Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Roller (5 Tons or Under); Broom or Sweeper; Hoist (Tugger); Environmental Burner	23.40	6.15	29.55
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Crusher, Screening or Wash Plant; Air, Electric or Hydraulic Jacking System; Air Compressor (400 CFM or Over); Generator (150 KW or Over); Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (With or Without Attachments); Robotic Tool Carrier (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	30.60	7.73	38.33
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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
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Gas or Utility Pipeline, Except Sewer and Water (Primary Equipment)	34.01	17.23	51.24
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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
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**Fringe Benefits Must Be Paid On All Hours Worked**

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

**SEWER, WATER OR TUNNEL CONSTRUCTION**

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

Bricklayer, Blocklayer or Stonemason	29.46	13.41	42.87
Carpenter	27.51	13.48	40.99
Future Increase(s): Add \$2.25/hr on 6/1/2009; Add \$2.25/hr on 5/31/2010.			
Cement Finisher	27.00	12.83	39.83
Electrician	28.34	15.48	43.82
Fence Erector	17.35	2.32	19.67
Ironworker	29.30	14.71	44.01
Line Constructor (Electrical)	33.08	14.68	47.76
Pavement Marking Operator	23.40	6.15	29.55
Piledriver	26.61	12.86	39.47
Plumber	26.00	14.00	40.00
Steamfitter	35.25	12.11	47.36
Teledata Technician or Installer	20.69	10.23	30.92
Tuckpointer, Caulker or Cleaner	29.46	13.41	42.87
Underwater Diver (Except on Great Lakes)	33.50	11.84	45.34
Well Driller or Pump Installer	22.52	13.68	36.20
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	17.75	2.92	20.67
Three or More Axle	23.28	15.35	38.63
Articulated, Euclid, Dumptor, Off Road Material Hauler	28.59	16.00	44.59
Pavement Marking Vehicle	20.06	11.55	31.61
Truck Mechanic	19.00	11.14	30.14

**LABORERS**

General Laborer	24.08	11.74	35.82
Future Increase(s): Add \$1.45/hr on 6/1/2009; Add \$1.45/hr on 6/7/2010; Add \$1.45/hr on 6/6/2011.			
Premium Pay: Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.			
Landscaper	23.28	11.14	34.42
Flagperson or Traffic Control Person	18.55	12.20	30.75

**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 Laborer (Outside, Other Than Concrete Encased)	16.58	12.00	28.58
Railroad Track Laborer	20.96	11.95	32.91

**HEAVY EQUIPMENT OPERATORS**

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; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over Future Increase(s): Add \$1.70/hr on 6/1/2009; Add \$1.70/hr on 6/1/2010; Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/ 4/ 2012.	31.39	16.55	47.94
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; Traveling Crane (Bridge Type); Caisson Rig; Pile Driver; Dredge (Not Performing Work on the Great Lakes); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs. 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
Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; 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; Manhoist or Elevator; Material or Stack Hoist; Trencher; Sideboom; Post Hole Digger or Driver; Tug or Launch (Not Performing Work on the Great Lakes) 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
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 Ton or Under); Broom or Sweeper; Hoist (Tugger); Environmental Burner	28.56	15.79	44.35
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; High Pressure Utility Locating Machine (daylighting machine).	28.56	15.35	43.91
Oiler; Forklift	28.97	15.95	44.92

**LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION**

Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or



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<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
<b>agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).</b>			
Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.90 06/01/2009; Add \$1.95 05/31/2010	29.24	13.80	43.04
Carpenter	29.02	13.58	42.60
Cement Finisher Future Increase(s): Add \$1.60 on 6/1/09; Add \$1.55 on 6/1/10; Add \$1.00 6/1/11.	28.07	13.28	41.35
Electrician Future Increase(s): Add \$1.70/hr on 6/1/2009; Add \$1.70/hr on 6/1/2010.	31.00	16.80	47.80
Fence Erector	17.35	2.32	19.67
Ironworker	28.96	18.41	47.37
Line Constructor (Electrical)	33.08	14.68	47.76
Painter	20.00	0.00	20.00
Pavement Marking Operator	23.40	6.15	29.55
Piledriver	26.61	12.86	39.47
Rofer or Waterproofer	27.85	7.51	35.36
Teledata Technician or Installer Future Increase(s): Add \$.90 on 6/1/09.	21.08	10.68	31.76
Tuckpointer, Caulker or Cleaner	29.46	13.41	42.87
Underwater Diver (Except on Great Lakes)	33.50	11.84	45.34
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	25.22	12.05	37.27
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	26.46	12.69	39.15
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.16	11.48	34.64
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	21.50	11.00	32.50
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	18.19	10.04	28.23
<b>TRUCK DRIVERS</b>			
Single Axle or Two Axle	27.00	0.00	27.00
Three or More Axle	17.50	12.94	30.44
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
Shadow or Pilot Vehicle	35.51	0.00	35.51
Truck Mechanic	19.00	11.14	30.14
<b>LABORERS</b>			
General Laborer	21.69	12.17	33.86
Landscaper	17.25	2.76	20.01
Flagperson or Traffic Control Person	16.36	13.88	30.24
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.58	12.00	28.58
Railroad Track Laborer	20.96	11.95	32.91



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<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
<b>HEAVY EQUIPMENT OPERATORS CONCRETE PAVEMENT OR BRIDGE WORK ONLY</b>			
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 \$1.75/hr on 6/1/09; Add \$1.85/hr on 6/1/10; Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/ 1/ 13. Premium Pay: Effective 6/1/09 for "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work performed under artificial illumination with traffic control.	30.97	16.60	47.57
Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 175 Feet or Under; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Pile Driver; Dredge (Not Performing Work on the Great Lakes) Future Increase(s): Add \$1.75/hr on 6/1/09; Add \$1.85/hr on 6/1/10; Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/ 1/ 13. Premium Pay: Effective 6/1/09 for "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work performed under artificial illumination with traffic control.	30.47	16.60	47.07
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self Propelled or Tractor Drawn) 5 cu yards or more capacity; Concrete Pump, Grout Pump or Concrete Conveyor (Rotec or Bidwell Type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Spreader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer; Curb and Gutter Machine; Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Trencher; Post Hole Digger or Driver; Tug or Launch (Not Performing Work on the Great Lakes) Future Increase(s): Add \$1.75/hr on 6/1/09; Add \$1.85/hr on 6/1/10; Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/ 1/ 13. Premium Pay: Effective 6/1/09 for "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work performed under artificial illumination with traffic control.	29.97	16.60	46.57
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Environmental Burner Future Increase(s): Add \$1.75/hr on 6/1/09; Add \$1.85/hr on 6/1/10; Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/ 1/ 13. Premium Pay: Effective 6/1/09 for "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work performed under artificial illumination with traffic control.	29.97	16.60	46.57
Oiler; Crusher, Screening or Wash Plant; Air Compressor; Generator; Pump (3 Inch or Over) or Well Points; Forklift; Skid Steer Loader (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	28.42	15.98	44.40
Fiber Optic Cable Equipment	26.46	12.69	39.15

**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>
	\$	\$	\$
<b>HEAVY EQUIPMENT OPERATORS ASPHALT PAVEMENT OR OTHER WORK</b>			
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 \$1.75/hr on 6/1/09; Add \$1.85/hr on 6/1/10; Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/ 1/ 13. Premium Pay: Effective 6/1/09 for "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work performed under artificial illumination with traffic control.	30.97	16.60	47.57
Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 175 Feet or Under; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Pile Driver; Dredge (Not Performing Work on the Great Lakes)	29.47	15.95	45.42
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self propelled or Tractor Drawn) 5 cu yards or more capacity; Concrete Breaker (Manual or Remote); Power Subgrader; Concrete Grinder or Planing Machine; Concrete Slipform Placer; Curb and Gutter Machine; Asphalt Plant; Asphalt Paver; Asphalt Screed; Asphalt Milling Machine; Roller (Over 5 Ton); Shouldering Machine; Trencher; Post Hole Digger or Driver Future Increase(s): Add \$1.75/hr on 6/1/2009; Add \$1.80/hr on 6/1/2010.	29.89	16.41	46.30
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Roller (5 Ton or Under); Broom or Sweeper; Environmental Burner Future Increase(s): Add \$1.75/hr on 6/1/09; Add \$1.85/hr on 6/1/10; Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/ 1/ 13.	29.42	16.25	45.67
Oiler; Crusher, Screening or Wash Plant; Air Compressor; Generator; Pump (3 Inch or Over) or Well Points; Forklift; Skid Steer Loader (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	28.42	16.04	44.46
Fiber Optic Cable Equipment	26.46	12.69	39.15

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

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

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

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

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

January 1, 2009

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

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

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

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

Interior Signage

Sign #	Sign Type	Sheet	Plan Number	Signed Rm #	Text	Comments
1	A	SN-1	1A102A	A101		
2	A	SN-1	1A104A	A103		
3	A	SN-1	1A105A	A105		
4	A	SN-1	1A106A	A107		
5	A	SN-1	1A109A	A109		
6	A	SN-1	1A110A	A111		
7	A	SN-1	1A111A	A113		
8	A	SN-1	1A113A	A115		
9	A	SN-1	1A114A	A117		
10	A	SN-1	1A115A	A119		
11	A	SN-1	1A116A	A121		
12	A	SN-1	1A127A	A102		
13	A	SN-1	1A129A	A104		
14	A	SN-1	1A130A	A106		
15	A	SN-1	1A131A	A108		
16	A	SN-1	1A134A	A110		
17	A	SN-1	1A135A	A112		
18	A	SN-1	1A136A	A114		
19	A	SN-1	1A138A	A116		
20	A	SN-1	1A139A	A118		
21	A	SN-1	1A140A	A120		
22	A	SN-1	1A141A	A122		
23	C	SN-1	1A101	ASP1	Spa	
24	A	SN-1	1A103A	ASL1		
25	A	SN-1	1A121B	AHK1		
26	B	SN-1	1A124	AMS1	Medical Supplies	
27	B	SN-1	1A122	ACHA	Charting	QTY:2
28	B	SN-1	1A121	ALAU	Laundry	QTY:2
29	B	SN-1	1A120	AKTC	Serving Kitchen	QTY:2
30	D	SN-1	1A144	AACT	Activity Room	QTY:2
31	A	SN-1	1A103B	ACL1		
32	A	SN-1	1A108E	ACC1		
33	A	SN-1	1A108A	ASL3		
34	B	SN-1	1A123	AMED	Staff Only	
35	A	SN-1	1A146	ANUR		
36	C	SN-1	1A126	ASP2	Spa	
37	A	SN-1	1A128A	ASL2		
38	A	SN-1	1A107D	AHK2		
39	B	SN-1	1A145	AMS2	Medical Supplies	
40	A	SN-1	1A128B	ACL2		
41	A	SN-1	1A133B	ACC2		
42	A	SN-1	1A133B	ASL4		
43	F	SN-1	1G181	ARRM	Restroom	

Interior Signage

Sign #	Sign Type	Sheet	Plan Number	Signed Rm #	Text	Comments
44	A	SN-2	1B102A	B102		
45	A	SN-2	1B104A	B104		
46	A	SN-2	1B105A	B106		
47	A	SN-2	1B106A	B108		
48	A	SN-2	1B109A	B110		
49	A	SN-2	1B110A	B112		
50	A	SN-2	1B111A	B114		
51	A	SN-2	1B113A	B116		
52	A	SN-2	1B114A	B118		
53	A	SN-2	1B115A	B120		
54	A	SN-2	1B116A	B122		
55	A	SN-2	1B128A	B101		
56	A	SN-2	1B130A	B103		
57	A	SN-2	1B131A	B105		
58	A	SN-2	1B132A	B107		
59	A	SN-2	1B135A	B109		
60	A	SN-2	1B136A	B111		
61	A	SN-2	1B137A	B113		
62	A	SN-2	1B139A	B115		
63	A	SN-2	1B140A	B117		
64	A	SN-2	1B141A	B119		
65	A	SN-2	1B142A	B121		
66	C	SN-2	1B101	BSP2	Spa	
67	A	SN-2	1B103	BSL2		
68	A	SN-2	1B121B	BHK2		
69	B	SN-2	1B124	BMS2	Medical Supplies	
70	B	SN-2	1B122	BCHA	Charting	QTY:2
71	B	SN-2	1B121	BLAU	Laundry	QTY:2
72	B	SN-2	1B120	BKTC	Serving Kitchen	QTY:2
73	D	SN-2	1B147	BACT	Activity Room	QTY:2
74	A	SN-2	1B100A	BCL2		
75	A	SN-2	1B104E	BCC2		
76	A	SN-2	1B108A	BSL4		
77	B	SN-2	1B123	BMED	Staff Only	
78	A	SN-2	1B125	BNUR		
79	C	SN-2	1B127	BSP1	Spa	
80	A	SN-2	1B129	BSL1		
81	A	SN-2	1B121A	BHK1		
82	B	SN-2	1B146	BMS1	Medical Supplies	
83	A	SN-2	1B126A	BCL1		
84	A	SN-2	1B134E	BCC1		
85	A	SN-2	1B134A	BSL3		
86	C	SN-2	1G187	B160	Family Conference	

Interior Signage

Sign #	Sign Type	Sheet	Plan Number	Signed Rm #	Text	Comments
87	A	SN-2	1G185	BELC		
88	G	SN-2	1G184	ASTR	Staff Only	
89	E	SN-1	1G176	AELV		
90	A	SN-1	1G177	A150		
91	L	SN-1	1G178	A151	Oxygen Storage	
92	B	SN-1	1G179	A152	Nursing Supervisor	
93	B	SN-1	1G180	A153	Social Worker	
94	A	SN-1	1G182	A154		
95	A	SN-2	1G185A	BDTA		
96	F	SN-2	1G186	BRRM	Restroom	
97	A	SN-3	1C111A	C101		
98	A	SN-3	1C110A	C103		
99	A	SN-3	1C107A	C105		
100	A	SN-3	1C104A	C107		
101	A	SN-3	1C100A	C109		
102	A	SN-3	1C128A	C111		
103	A	SN-3	1C129A	C113		
104	A	SN-3	1C133A	C115		
105	A	SN-3	1C154A	C102		
106	A	SN-3	1C153A	C104		
107	A	SN-3	1C150A	C106		
108	A	SN-3	1C146A	C108		
109	A	SN-3	1C145A	C110		
110	A	SN-3	1C141A	C112		
111	A	SN-3	1C139A	C114		
112	A	SN-3	1C135A	C116		
113	C	SN-3	1C114	CSP1	Spa	
114	B	SN-3	1C115	CLAU	Laundry	QTY:2
115	A	SN-3	1C117	CMS1	Medical Supplies	
116	B	SN-3	1C120	CCHA	Charting	QTY:2
117	B	SN-3	1C119	CMED	Staff Only	
118	B	SN-3	1C122	CKTC	Serving Kitchen	QTY:2
119	A	SN-3	1C109	CSL1		
120	A	SN-3	1C106A	CCC1		
121	A	SN-3	1C106	CCL1		
122	A	SN-3	1C131	CSL3		
123	C	SN-3	1C113	CSP2	Spa	
124	B	SN-3	1C116	CMS2	Medical Supplies	
125	A	SN-3	1C118	CNUR		
126	A	SN-3	1C152	CSL2		
127	A	SN-3	1C149A	CCC2		
128	A	SN-3	1C149	CCL2		
129	A	SN-3	1C138	CSL4		



**Interior Signage**

Sign #	Sign Type	Sheet	Plan Number	Signed Rm #	Text	Comments
130	B	SN-3	1C134	CECU	Equipment Storage	
131	A	SN-3	1C124A	CHK1		
132	B	SN-3	1G160	C153	Social Worker	
133	E	SN-3	1G162	CELV		
134	B	SN-3	1G165	CWCS	Storage	
135	A	SN-3	1G166	CQRM		
136	F	SN-3	1G168A	CRRM	Restroom	
137	B	SN-3	1G169	CSTR	Storage	
138	B	SN-3	1G168	C152	Nursing Supervisor	
139	C	SN-3	1G170	D160	Family Conference	
140	B	SN-3	1G172	D152	Nursing Supervisor	
141	A	SN-3	1G171	DDTA		
142	F	SN-3	1G162A	DRRM	Restroom	
143	A	SN-3	1G171	DELC		
144	A	SN-3	1G173	DHK2		
145	B	SN-3	1G174	DWCS	Storage	
146	L	SN-3	1G161	D151	Oxygen Storage	
147	A	SN-3	1G163	D150		
148	G	SN-3	1G159	DSTR	Staff Only	
149	A	SN-3	1D111A	D101		
150	A	SN-3	1D110A	D103		
151	A	SN-3	1D107A	D105		
152	A	SN-3	1D104A	D107		
153	A	SN-3	1D100A	D109		
154	A	SN-3	1D128A	D111		
155	A	SN-3	1D129A	D113		
156	A	SN-3	1D133A	D115		
157	A	SN-3	1D154A	D102		
158	A	SN-3	1D153A	D104		
159	A	SN-3	1D150A	D106		
160	A	SN-3	1D146A	D108		
161	A	SN-3	1D145A	D110		
162	A	SN-3	1D141A	D112		
163	A	SN-3	1D139A	D114		
164	A	SN-3	1D135A	D116		
165	C	SN-3	1D114	DSP1	Spa	
166	B	SN-3	1D115	DLAU	Laundry	QTY:2
167	B	SN-3	1D117	DMS1	Medical Supplies	
168	B	SN-3	1D120	DCHA	Charting	QTY:2
169	B	SN-3	1D119	DMED	Staff Only	
170	B	SN-3	1D122	DKTC	Serving Kitchen	QTY:2
171	A	SN-3	1D109	DSL1		
172	A	SN-3	1D106A	DCC1		

Interior Signage

Sign #	Sign Type	Sheet	Plan Number	Signed Rm #	Text	Comments
173	A	SN-3	1D106	DCL1		
174	A	SN-3	1D131	DSL3		
175	C	SN-3	1D113	DSP2	Spa	
176	B	SN-3	1D116	DMS2	Medical Supplies	
177	A	SN-3	1D152	DSL2		
178	A	SN-3	1D118	DNUR		
179	A	SN-3	1D149A	DCC2		
180	A	SN-3	1D149	DCL2		
181	A	SN-3	1D138	DSL4		
182	B	SN-3	1D134	DECU	Equipment Storage	
183	A	SN-3	1D124A	DHK1		
184	A	SN-4	1E101A	E101		
185	A	SN-4	1E102A	E103		
186	A	SN-4	1E104A	E105		
187	A	SN-4	1E105A	E107		
188	A	SN-4	1E109A	E109		
189	A	SN-4	1E110A	E111		
190	A	SN-4	1E112A	E113		
191	A	SN-4	1E114A	E115		
192	A	SN-4	1E116A	E117		
193	A	SN-4	1E117A	E119		
194	A	SN-4	1E119A	E121		
195	A	SN-4	1E143A	E102		
196	A	SN-4	1E142A	E104		
197	A	SN-4	1E140A	E106		
198	A	SN-4	1E139A	E108		
199	A	SN-4	1E135A	E110		
200	A	SN-4	1E134A	E112		
201	A	SN-4	1E132A	E114		
202	A	SN-4	1E130A	E116		
203	A	SN-4	1E128A	E118		
204	A	SN-4	1E127A	E120		
205	A	SN-4	1E125A	E122		
206	C	SN-4	1E 146	ESP1	Spa	
207	A	SN-4	1E 158	ESL1		
208	A	SN-4	1E155A	EHK1		
209	B	SN-4	1E 156	EMS1	Medical Supplies	
210	B	SN-4	1E 152	ECHA	Charting	QTY:2
211	B	SN-4	1E 159	EMED	Staff Only	
212	B	SN-4	1E 153	ELAU	Laundry	QTY:2
213	B	SN-4	1E 154	EKTC	Serving Kitchen	QTY:2
214	D	SN-4	1E 122	EACT	Activity Room	QTY:2
215	A	SN-4	1E 106	ECL1		

Interior Signage

Sign #	Sign Type	Sheet	Plan Number	Signed Rm #	Text	Comments
216	A	SN-4	1E108E	ECC1		
217	A	SN-4	1E108B	ESL3		
218	C	SN-4	1E 145	ESP2	Spa	
219	A	SN-4	1E 147	ESL2		
220	A	SN-4	1E150A	EHK2		
221	B	SN-4	1E 149	EMS2	Medical Supplies	
222	A	SN-4	1E 151	ENUR		
223	A	SN-4	1E 138	ECL2		
224	A	SN-4	1E131B	ECC2		
225	A	SN-4	1E 129	ESL4		
226	A	SN-4	1G195	E154		
227	F	SN-4	1G194	ERRM	Restroom	
228	B	SN-4	1G193	E153	Social Worker	
229	B	SN-4	1G192	E152	Nursing Supervisor	
230	L	SN-4	1G191	E151	Oxygen Storage	
231	A	SN-4	1G190	E150		
232	E	SN-4	1G189	EELV		
233	A	SN-5	1F143A	F101		
234	A	SN-5	1F142A	F103		
235	A	SN-5	1F140	F105		
236	A	SN-5	1F139A	F107		
237	A	SN-5	1F135	F109		
238	A	SN-5	1F134A	F111		
239	A	SN-5	1F132A	F113		
240	A	SN-5	1F130A	F115		
241	A	SN-5	1F128A	F117		
242	A	SN-5	1F127	F119		
243	A	SN-5	1F125A	F121		
244	A	SN-5	1F101A	F102		
245	A	SN-5	1F102A	F104		
246	A	SN-5	1F104A	F106		
247	A	SN-5	1F105A	F108		
248	A	SN-5	1F109A	F110		
249	A	SN-5	1F110A	F112		
250	A	SN-5	1F112A	F114		
251	A	SN-5	1F114A	F116		
252	A	SN-5	1F116A	F118		
253	A	SN-5	1F117A	F120		
254	A	SN-5	1F119A	F122		
255	C	SN-5	1F147	FSP1	Spa	
256	A	SN-5	1F146	FSL1		
257	A	SN-5	1F156	FHK1		
258	B	SN-5	1F155	FMS1	Medical Supplies	

**Interior Signage**

Sign #	Sign Type	Sheet	Plan Number	Signed Rm #	Text	Comments
259	B	SN-5	1F152	FCHA	Charting	QTY:2
260	A	SN-5	1F154	FNUR		
261	B	SN-5	1F157	FLAU	Laundry	QTY:2
262	B	SN-5	1F159	FKTC	Serving Kitchen	QTY:2
263	D	SN-5	1F122	FACT	Activity Room	QTY:2
264	A	SN-5	1F138	FCL1		
265	A	SN-5	1F113D	FCC1		
266	A	SN-5	1F129	FSL3		
267	C	SN-5	1F148	FSP2	Spa	
268	A	SN-5	1F149	FSL2		
269	A	SN-5	1F158	FHK2		
270	B	SN-5	1F151	FMS2	Medical Supplies	
271	B	SN-5	1F153	FMED	Staff Only	
272	A	SN-5	1F106	FCL2		
273	A	SN-5	1F108A	FCC2		
274	A	SN-5	1F115	FSL4		
275	A	SN-5	1G196A	FDTA		
276	F	SN-5	1G197B	FRRM	Restroom	
277	C	SN-5	1G198	F160	Family Conference	
278	A	SN-5	1G196	FELC		
279	G	SN-5	1G199	FSTR	Staff Only	
280					Not Used	
281	D	SN-6	1G141	G109	Conference Room A	QTY:2
282	A	SN-6	1G142	G110		
283	B	SN-6	1G143	G111	Social Services Director	
284	B	SN-6	1G144	G113	Fiscal Services	
285	F	SN-6	1G147	G112	Restroom	
286	F	SN-6	1G148	G116	Restroom	
287	B	SN-6	1G150	G115	Administrator	
288	B	SN-6	1G151	G117	Administrative Assistant	
289	B	SN-6	1G152	G118	Director of Nursing	
290	D	SN-6	1G102	G108	Conference Room B	QTY:2
291	B	SN-6	1G154	G120	Medical Records	
292	B	SN-6	1G153	G119	Dictation	
293	A	SN-6	1G158A	G121		
294	B	SN-6	1G155	G123	Scheduling and Charge Nurse	
295	A	SN-6	1G156	G124		
296	B	SN-6	1G115C	G127	Dental Office	
297	B	SN-6	1G115D	G128	Medical Exam Room	
298	B	SN-6	1G125	G129	Activity Director	
299	B	SN-6	1G126	G133	Activity Office	
300	A	SN-6	1G127	G134		
301	B	SN-6	1G129	G135	Rehabilitation Therapy	

Interior Signage

Sign #	Sign Type	Sheet	Plan Number	Signed Rm #	Text	Comments
302	B	SN-6	1G136	G141	Dietitian	
303	A	SN-6	1G137	G142		
304	B	SN-6	1G138	G143	Breakroom	
305	G	SN-6	1G138A	G161	Roof Access	
306	B	SN-6	1G109A	G131	Barber Beauty Shop	
307	G	SN-6	1G109	GSTR	Staff Only	
308	E	SN-6	1G110	GELV		
309	F	SN-6	1G111	G146	Restroom	
310	F	SN-6	1G112	G147	Restroom	
311	F	SN-6	1G114	G148	Restroom	
312	D	SN-6	1G117	G154	Resident Activities	QTY:2
313	B	SN-6	1G124A	G151	Inservice	
314	B	SN-6	1G120	G156	A/V Closet	
315					Not Used	
316	B	SN-7	BG102	GB01	Clean Linen Holding	
317	B	SN-7	BG100	GB02	Recycling and Receiving	QTY:2
318	B	SN-7	BG103B	GB04	Medical Waste	
319	L	SN-7	BG103A	GB03	Bio-Hazard	
320	A	SN-7	BG104	GB05		
321	A	SN-7	BG108	GB08		
322	B	SN-7	BG107	GB07	Laundry/Seamstress	
323	A	SN-7	BG109	GB09		
324	A	SN-7	BG110	GB10		
325	B	SN-7	BG114	GB11	Central Medical Supply	
326	A	SN-7	BG112	GB12		
327	A	SN-7	BG119	GB13		QTY:3
328	F	SN-7	BG115	GB15	Womens' Locker Room	
329	B	SN-7	BG121	GB21	Data	
330	A	SN-7	BG117	GB22		
331	B	SN-7	BG120	GB23	Mechanical Room/ Sprinkler Riser	QTY:2
332	A	SN-7	BG122	GB25		QTY:2
333	A	SN-7	BG120A	GB26		
334	A	SN-7	BG123	GB24		
335	G	SN-7	1G184	ASTR	Staff Only	
336	A	SN-7	BG128	GB29		
337	A	SN-7	BG125	GB30		
338	E	SN-7	-	AELV	Elevator	
339	G	SN-7	BG131	DSTR	Stairs	
340	A	SN-7	BG130	GB32		
341	A	SN-7	BG133	GB33		
342	E	SN-7	-	CELV		
343	F	SN-7	BG134	GB19	Men's Locker Room	
344	A	SN-7	BG135A	GB18		

Interior Signage

Sign #	Sign Type	Sheet	Plan Number	Signed Rm #	Text	Comments
345	G	SN-7	1G109	GSTR	Staff Only	
346	E	SN-7	-	GELEV		
347	L	SN-7	BG137	GB34	Oxygen Storage	
348	A	SN-7	BG139A	GB35		
349	G	SN-7	1G199	FSTR	Staff Only	
350	A	SN-7	BG141	GB38		
351	A	SN-7	BG142	GB39		
352	E	SN-7	-	EELV		
353.1	I	SN-6	1G106		MEDICAL EXAM	
353.2	I	SN-6	1G106		DENTIST	
354	H-1	SN-6	1G106		← WATER WAY Mill Creek Cherokee Marsh Lake Wingra Sugar River	see details for icons and placement
355	H-1	SN-6	1G106		↑ NATURE TRAIL Vilas Picnic Point Olbrich Gardens Arboretum	see details for icons and placement
356	I	SN-6	1G106		THERAPY	
357	I	SN-6	1G106		BARBER BEAUTY	

Interior Signage

Sign #	Sign Type	Sheet	Plan Number	Signed Rm #	Text	Comments
358	H-1	SN-6	1G106		←PARK PLACE Walking Iron Branch Moraine Brigham Pheasant Prairie	see details for icons and placement
359	H-2	SN-2	1G140		←Mill Creek Lake Wingra Cherokee Marsh Sugar River →	see details for icons and placement
360	J	SN-1	A100		MILL CREEK	see details for icons and placement
361	J	SN-1	A126		CHEROKEE MARSH	see details for icons and placement
362	J	SN-2	1G140		LAKE WINGRA	see details for icons and placement
363	J	SN-2	1B100		SUGAR RIVER	see details for icons and placement

Interior Signage

Sign #	Sign Type	Sheet	Plan Number	Signed Rm #	Text	Comments
364	H-2	SN-3	1G175A		←Vilas Picnic Point → Olbrich Gardens Arboretum	see details for icons and placement
365	J	SN-3	1C108		VILAS	see details for icons and placement
366	J	SN-3	1C151		PICNIC POINT	see details for icons and placement
367	J	SN-3	1D108		OLBRICH GARDENS	see details for icons and placement
368	J	SN-3	1D151		ARBORETUM	see details for icons and placement
369	H	SN-5	1G188		←Walking Iron Brigham → Pheasant Branch Prairie Moraine	see details for icons and placement
370	J	SN-4	1E100.		WALKING IRON	see details for icons and placement



Interior Signage

Sign #	Sign Type	Sheet	Plan Number	Signed Rm #	Text	Comments
371	J	SN-4	1E144.		BRIGHAM	see details for icons and placement
372	J	SN-5	1F144		PHEASANT BRANCH	see details for icons and placement
373	J	SN-5	1F100		PRAIRIE MORaine	see details for icons and placement
374	O	SN-2,3,5	varies		← THE PARK	QTY:3
375	O	SN-2,3,5	varies		→ THE PARK	QTY:5
380	L	SN-7	varies		BIOHAZARD	
381	O	SN-7	BG105		→ ELEVATOR LOCKER ROOMS CENTRAL SUPPLY	
382	O	SN-7	BG105		→ PARK PLACE ↑ELEVATOR LOCKER ROOMS WATER WAY NATURE TRAIL	
383	O	SN-7	BG105		←PARK PLACE	

Interior Signage

Sign #	Sign Type	Sheet	Plan Number	Signed Rm #	Text	Comments
384	O	SN-7	BG105		ELEVATOR TO THE PARK	hang from ceiling, double sided
385	O	SN-7	BG105		↑PARK PLACE → WATER WAY	
386	O	SN-7	BG105		←WATER WAY ↑NATURE TRAIL	
387	O	SN-7	BG105		←NATURE TRAIL → STAFF ENTRY PARK PLACE	
389	M	all	Corridors/ Charting		(evac plan holder)	QTY: 30
390	K	SN-6	1G100A		When these doors are locked, for assistance call #.....	verify phone number
391	K	SN-3	1G175A		For assistance please call #....	verify phone number, Qty: 2
392	K	SN-7	BG01		For deliveries please call #...	verify phone number

### Interior Signage

Sign #	Sign Type	Sheet	Plan Number	Signed Rm #	Text	Comments
393	R	SN-6	1G100A		This is a non-smoking facility	no smoking pictogram
394	K	SN-1,2,3,4,5	Household Dining		NOT AN EXIT	Qty: 8
395	N	SN-2	1G182		STAIR A 1st Floor	
396	N	SN-3	1G159		STAIR D 1st Floor	
397	N	SN-5	1G199		STAIR F 1st Floor	
398	N	SN-6	1G109		STAIR G 1st Floor	
399	N	SN-7	1G134		STAIR A B	
400	N	SN-7	1BG131		STAIR D B	
401	N	SN-7	1G199		STAIR F B	
402	N	SN-7	1G109		STAIR G B	
403	O	SN-6			↑WATER WAY	
404	O	SN-6			↑PARK PLACE	
405	I	SN-6			RESIDENT ACTIVITIES	
406	S	SN-6	1G106			See details

Every room signed also gets sign type P on door frame.

**Exterior Signage**

Sign #	Sign Type	Sheet	Plan Number	Signed Rm #	Text	Comments
450	T	SN-8			HANDICAPPED PARKING ONLY	Qty: 6
451	U	SN-8			STAFF PARKING	
452	U	SN-8			VISITOR PARKING ONLY	TWO SIDED
453	U	SN-8			↑BPHCC MAIN ENTRY VISITOR PARKING ← STAFF PARKING	SIDE ONE
					↑EXIT →STAFF PARKING	SIDE TWO
454	U	SN-8			NO PARKING FIRE LANE	QTY: 7
455	U	SN-8			↑DELIVERIES	
456	U	SN-8			↑BPHCC DOCK - BACK IN FOR DELIVERIES	
457	U	SN-8			→ALL DELIVERIES	SIDE ONE
					← ALL DELIVERIES ↑ MAIN ENTRY	SIDE TWO
458	U	SN-8			(OWNER TO PROVIDE TEXT)	
459	U	SN-8			← MAIN ENTRY	SIDE ONE
					→MAIN ENTRY ↑DELIVERIES - RIGHT AT LIGHT	SIDE TWO
460	V	SN-8			(MONUMENT SIGN)	
461	W	SN-8			(DEDICATION SIGN)	
462	X	SN-1 thru 6			(NUMBERED 1-30)	START AT MAIN ENTRY, CONTINUE COUNTER CLOCKWISE
463	Y	SN-1			A BUILDING- MILL CREEK	
464	Y	SN-1			A BUILDING- CHEROKEE MARSH	
465	Y	SN-2			B BUILDING- LAKE WINGRA	
466	Y	SN-2			B BUILDING- SUGAR RIVER	
467	Y	SN-3			C BUILDING- VILAS & PICNIC POINT	
468	Y	SN-3			D BUILDING-OLBRICH GARDENS & ARBORETUM	
469	Y	SN-4			E BUILDING -WALKING IRON	
470	Y	SN-4			E BUILDING-BRIGHAM	
471	Y	SN-5			F BUILDING- PHEASANT BRANCH	
472	Y	SN-5			F BUILDING- PRAIRIE MORaine	
473	Y	SN-6			G BUILDING- MAIN ENTRY	

## **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. Coordination
  - 6. Conferences
  - 7. Progress Meetings
  - 8. Submittal Procedures
  - 9. Proposed Products List
  - 10. Shop Drawings/Proofs
  - 11. Samples
  - 12. References
  - 13. Protection of Installed Work
  - 14. Occupancy During Construction and Conduct of Work
  - 15. Protection
  - 16. Progress Cleaning
  - 17. Products
  - 18. Transportation, Handling, Storage and Protection
  - 19. Product Options
  - 20. Contract Closeout Procedures
  - 21. Final Cleaning
  - 22. Spare Parts and Maintenance Materials

##### 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 as necessary to provide and install interior and exterior signage.
- B. Work by Owner: Owner will provide labor necessary to reclaim materials necessary for the monument sign.
- 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.

- B. Phasing of signage installation may be required due to progress of construction. Scheduling of installation shall be coordinated with Dane County Public Works and Robert's Construction not less than 10 working days prior to start of Work.

#### 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 COORDINATION

- A. Schedule: Scheduling of installation shall be coordinated with Dane County Public Works and Robert's Construction not less than 10 working days prior to start of Work.
- B. Parking: Coordinate on-site parking with Project Engineer.
- C. Staging: On-site space for use as staging areas and storage of materials is limited and will be apportioned among the various Contractors as their needs dictate with due regard for storage requirements of each Contractor. Each Contractor shall be responsible for safety of equipment and materials that are stored on site.
- D. Utilities: Verify building utilities for use of tools and equipment.

#### 1.6 CONFERENCES

- A. Owner 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.

#### 1.7 PROGRESS MEETINGS

- A. Owner may schedule and administer meetings throughout progress of the Work as deemed necessary by Project Engineer.
- B. Owner shall preside at meetings, record minutes, and distribute copies within two (2) days to those affected by decisions made.

#### 1.8 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.

#### 1.9 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.

#### 1.10 SHOP DRAWINGS

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

#### 1.11 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.

#### 1.12 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.

#### 1.13 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.

#### 1.14 PROTECTION OF INSTALLED WORK

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

- B. Contractor will be responsible for repairing or covering the costs of repairs for any damage caused during installation. Repairs shall be made satisfactorily at the discretion of Public Works Engineer.

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

- A. Facility will be under construction in various stages of completion during period when the Work is in progress. Work may be done during normal business hours (7:00 am to 4:30 pm), but confer with Owner, schedule work and store materials so as to interfere as little as possible with normal use of premises. If schedule is not convenient for Owner, reschedule and resubmit new times for Owner approval.

#### 1.16 PROTECTION

- A. Contractor shall protect from injury all trees, shrubs, hedges, walks and driveways and pay for any damage to same resulting from insufficient or improper protection.

#### 1.17 PROGRESS CLEANING

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

#### 1.18 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.

#### 1.19 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

#### 1.20 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 Public Works Project Engineer 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. Owner reserves right to approve or reject substitutions based on Specification requirements and intended use.

#### 1.21 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.

#### 1.22 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.

#### 1.23 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.

### PART 2 PRODUCTS

Not Used.

### PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 10400

### INTERIOR IDENTIFYING DEVICES

#### PART 1 - GENERAL

1.01 SCOPE

All labor, material, equipment, and related services necessary to furnish and install all interior signage as indicated on the Drawings or specified herein.

1.02 PERFORMANCE REQUIREMENTS

Provide workmanship and materials, free of defects. Defective is defined to include delamination, abnormal deterioration, fading and discoloration, weathering, failure of securing to substrates indicated, cracking, corrosion or coating damage, or visible scratches on surfaces.

Signage shall not bear manufacturer's code or other identifying marks on any area or part that may be visible in the normal positioning, attitude, or use of the sign item.

Ensure that the design of support substrates and structures are adequate and compatible for the performance of all work required.

1.03 SUBMITTALS

**SHOP DRAWINGS:** Submit shop drawings showing all layouts, locations, details of construction, technical data, installation instructions and dimensions for each sign type for review and approval prior to commencing with any work. Submit 3 sets of Shop Drawing prints.

**SCHEDULE:** Submit signage schedule with copy and spelling for Owner/Designer review.

**SIGN SAMPLES:** Submit prototype of Sign Type B, typical layout.

**MATERIAL SAMPLES:** Submit samples of all materials, finishes and colors, including backer material colors for sign type H.

**TEMPLATES:** Submit templates showing letter and word spacing for vinyl letter installations.

**ACCESSORIES:** Show anchorage, bracket for flag signs and accessory items, and provide samples.

**ARTWORK:** Submit artwork of icon/logos and plans for approval – note that some sizing and layout adjustment will be required to coordinate icon/logo artwork with sign layout dimensions. Coordinate with Designer prior to submitting.

1.04 QUALITY ASSURANCE

Comply with *The Americans with Disabilities Act*, ADA Section 4.30 Signage; Section 4.30.4 Raised and Braille Characters and Pictograms; Section 4.30.5 Finish and Contrast; Section 4.30.6 Mounting and Location and Height.

1.05 WARRANTY

Provide manufacturer's five-year limited warranty.

**PART 2 - PRODUCTS**

2.01 GENERAL

The following interior sign package is based on the Interior Designers interpretation of the 1991 Americans with Disabilities Act Accessibility Guidelines. It will be the sign company's responsibility to alert the Interior Designer to any conflicts with their interpretation of the ADAAG Guidelines. Neither the Interior Designer nor sign fabricator express or imply warranty to ADAAG compliance.

Fabricator to field verify all existing conditions and dimensions prior to fabrication to ensure that each sign will fit at its proposed location. Designer shall be notified of any discrepancies per project specifications. Verify dimensions for household entry Sign Type J location.

All symbols to be standard AAIGA, DOT OR ADAAG symbols.

All fasteners shall be concealed and vandal resistant unless noted otherwise.

Fabricator is responsible for installing all signs in compliance with ADAAG guidelines at compliant locations and heights.

Fabricator shall be consistent with installation procedures at each sign location where applicable.

2.02 PERFORMANCE

Execute work so as to interfere as little as possible with functioning and normal operations of the site.

Execute cutting and demolition by methods, which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.

Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.

2.03 LETTER SPACING:

All letter forms shall be so aligned as to maintain a base line parallel to the sign format.

Margins shall be maintained as indicated by sign type diagrams.

All edges of letter forms shall be sharp and clean with no edge build-up or bleeding.

Maintain even and consistent spacing at all vinyl letter installations.

2.04 SIGN MATERIALS AND FINISHES

**SIGN CONSTRUCTION:** All room identification, wall-mounted signs shall include raised ADA compliant room numbers with corresponding ADA Braille. Where noted, lettering to be vinyl or comparable recommendation. Sign panel to be acrylic with acrylic backers where noted in details. Installation of wall mounted signs to be by foam tape provided on back of signs. Provide matching backer plates for glass mounted signs. Refer to signage detail drawings and sign schedule for individual signage information.

**SIGN SHAPE:** Rectangular

**SIGN FACE:** Frosted acrylic - backpainted to match Sherwin Williams SW7536 Bittersweet Stem

**SIGN BACKER:** Only where noted in details, acrylic, in the following colors:  
Water Way- **Blue** to match Benjamin Moore HC-159 Philipsburg Blue  
Nature Trail- **Green** to match Benjamin Moore 2144-20 Eucalyptus Leaf  
Park Place- **Gold** to match Benjamin Moore 2161-30 Dark Mustard

**TEXT FONT:** Futura Medium, all upper case.

**TEXT SIZE:**

1. 3/4" for all permanent room numbers for wall-mounted room identification signs, 5/8" for vinyl or printed text on signs
2. Two inches for overhead text (Flag Signs) and for vinyl letters on overhead signs
3. See details for wall-mounted directional text

**TEXT:** numbers raised per ADA, text shall be vinyl or alternate recommendation

**TEXT COLOR:** Black

**DIMENSIONAL LETTERS:** (if required)

Material: acrylic, Color: Black

Acceptable manufacturer: Gemini Inc, or equal.

103 Mensing Way, Cannon Falls, MN 55009. Tel: 1.507.263.3957

[www.signletters.com](http://www.signletters.com)

**ICON/LOGO GRAPHICS:**

Refer to detail sheets SN-9, SN-10

Note that some adjustment and sizing may be necessary to fit graphics into modules

Graphics to be printed on acrylic panels.

Panel color: Frosted acrylic - backpainted to match Sherwin Williams SW7536,

Bittersweet Stem

Graphics color: Black

Silk screening: executed from photo screens prepared from original art.

Silk screen printing: executed in such a manner that all edges and corners of finished letter forms are true and clean.

Inks and paints for silk screen and imprinted surfaces: Provide a type compatible with the surface on which it is applied and as recommended by manufacturer. Do not use paint or ink that will fade, discolor, or delaminate as a result of proximity to ultraviolet light source or heat.

Inks and Paints: evenly applied and without pinholes, scratches, orange peeling, application marks and dust particles. Workmanship in connection with finishes and formation of the letters shall conform to the highest standards of the trade.

## 2.05 SIGN TYPES

Refer to sign details Sheet SN-9

All sizes are approximate. Verify that sign size fits text requirements. Utilize standard sizes wherever possible for economy.

### A. Room Identification

Construction: single panel

Size: 3"w x 2"h

Copy, raised: ADAA Room Number, grade 2 Braille

### B. Room Identification with Name

Construction: single panel

Size: 8"w x 3"h

Copy, raised: ADAA Room Number, grade 2 Braille,

Copy, printed or vinyl text: room name

### C. Room Identification with Slider

Construction: single panel

Size: 8"w x 4"h

Copy: ADAA Room Number, grade 2 Braille, printed or vinyl text

Same as Type C

In-Use/Vacant Slider at bottom

### D. Room Identification with Agenda Holder

Construction: single backer panel with clear acrylic front holder for 8 ½" x 11" sheet of paper

Size: 9"w x 1'-3"h

Copy: ADAA Room Number, grade 2 Braille, printed or vinyl text

Same as Type C

### E. Elevator

Construction: single panel

Size: 4"w x 5"h

Copy: Standard ADAA text

### F. Restroom/Locker Room Identification

Construction: single panel

Size: 8"w x 10"h

Copy: ADAA Room Number, grade 2 Braille, printed or vinyl text

Printed or vinyl standard Pictograms

### G. Stairs Identification

Construction: single panel

Size: 8"w x 9"h

Copy: ADAA Number, grade 2 Braille, printed or vinyl text

Printed or vinyl standard Pictogram

### H. Directional- wall mounted (see details for variations)

Construction: Standard sign panel with backer panel, color coordinated, and icon/logo

panels

Backer colors:

Water Way (west link) - Blue

Nature Trail (north link) - Green

Park Place (east link) - Gold

Icon/logo panels: standard panel color, see details for size

Size: See details, verify copy will fit size of sign, adjust if required

Variations in layout: H-1, H-2. See details

Copy: See Schedule

Contractor to develop and size artwork as provided by Designer for icon/logos

I. Flag Signs- wall hung two sided, unless noted otherwise

Construction: Backer panel, **gold**, with standard sign panel overlay, either side (for two sided)

Size: 10”w x 3.5”h (total size including backer) – verify copy will fit size

Text Size: 1.5” h

Copy: vinyl, see Schedule

Provide decorative bracket options, straight forms preferred (no decorative scrolling), color: black.

J. Decorative Household Identification - Above Household Entry Door

J-1

Size: Sign to fit space above door. Contractor to verify wall dimensions at each location.

Construction: Single panel, standard sign color with vinyl letters and decorative banding, See detail, color of text and banding: black

J-2

Size: 7” x 7” icon/logo (see above icon information for icon finishes)

Backer: color coded for each neighborhood (**blue, green, gold**), total sign size: 8”x8”

Install on angled wall soffit between households at sides closest to household.

K. Information Signs – text only

Construction: single panel

Text: printed or vinyl letters (See sign schedule for text requirements)

Size: as required by text, but no larger than 12” x 12”

L. Sign with graphic (Biohazard or Oxygen rooms)

Construction: single panel

Copy, raised: ADAA Room Number, grade 2 Braille

Text: ADA Room Number, Grade 2 Braille printed or vinyl letters

Size: 8.5h”x 8w”

Standard Pictogram

M. Evacuation Plan Holder

Format: Horizontal

Backer panel: standard panel color

Option 1: clear acrylic faced holder for removable plan

Option 2: Evacuation plan printed on backpainted acrylic panel

(Provide pricing for both options)

Provide additional labor in quote for developing graphic plans. An AutoCAD base drawing will be provided with locations of fire extinguishers and exits upon award of bid.

N. Interior Stair Sign

Construction: standard sign panel  
Backer: colors:  
    Water Way (west link) - Blue  
    Nature Trail (north link) - Green  
    Park Place (east link) - Gold  
Size: 9" x 9"  
Copy: Per ADAA

- O. Directional, wall mounted without graphics  
Construction: standard single panel  
Size: 12"w x 3"h, or as necessary for copy  
Copy: see schedule, vinyl or printed text with applicable arrows

- P. Room number tags  
Size: 1"h x 3"  
Material: 1/16" two-ply laminated plastic with eased edges  
Acceptable Manufacturer: E.R. Perry Signs & Engraving LLC, or equal.  
P.O. Box 487 – 109 1<sup>st</sup> Avenue W., Grand Marais, MN 55604.  
Tel: 218.387; Fax 218.387.9794  
Copy: 5/8"h, printed or vinyl  
Color: Clear with black copy or submit samples of standard colors  
Installation Location: Top right corner of door frame - outside frame, inside vertical edge

- Q. Not used

- R. Vinyl Letters – informational, installed on glass doors  
Size: 3/4" h  
Color: white  
Standard Pictogram in white and red, where required  
Apply on interior of glass so that it is readable from the exterior.

- S. History Wall  
Size: 9' w x 8' h  
Goal: Custom historic photo display with corresponding text.  
Materials: Clear acrylic panels, photos, brushed nickel stand-offs  
Concept: Enlarged photos back-mounted on clear acrylic panels and installed directly to the wall – approximately 3-5. Mounted to this background shall be a layering of photos and text sandwiched between clear acrylic panels and installed with stand-offs, approximately 50 photos installed on 4 vertical clear acrylic panels of varying sizes  
Owner to provide all photos on a disc. Owner to provide all text. Owner to provide general idea of intent, format and time line. Contractor to provide recommendation for layout, digital scanning of all original photos, any enlarging, any necessary touch-ups, recommendations for materials and finishes in keeping with concept intent.

Refer to Sign Type S detail for general concept idea.  
Contractor to provide installation.

### **PART 3 - EXECUTION**

#### 3.01. INSTALLATION OF PLASTIC SIGNS

Examine existing conditions of the Project, including elements subject to damage or to

movement during cutting and patching.

After uncovering work, examine the conditions affecting the installation of products, or performance of the work.

Report unsatisfactory or questionable conditions to the Owner and Designer in writing; do not proceed with the work until the Owner has provided further instructions.

Install plastic wall signs square and plumb. Protect all adjacent surfaces from damage. Install plastic wall signs with recommended adhesive. No adhesive shall be visible once sign is installed.

Comply with applicable codes and ordinances

Provide signs and components complete and free from visual and structural or mechanical flaws.

Do not use fabrication or installation materials or procedures that will in any way change the visual quality or have an adverse effect on the existing materials and surfaces on the structure.

When sign must install on glass, install backer plate on other side of glass.

Install flag mount brackets securely into wall locations with signs hanging evenly. Verify with designer any conflicts in signage locations.

### 3.02. INSTALLATION OF DIMENSIONAL LETTERS

If it is decided to use dimensional letters in any installation,

Install lettering with proper fasteners into substrate. Install dimensional letters with proper spacing, squared and plumb.

### 3.03 INSTALLATION OF VINYL LETTERS

Install lettering on correct side of glass for correct viewing. Verify with Owner/Designer any questions or conflicts.

Install lettering with proper template onto glass or other substrate.

Install letters with proper spacing, squared and plumb.

Remove any excess adhesive or markings at completion of installation.

END OF SECTION



## SECTION 10401

### EXTERIOR IDENTIFYING DEVICES

#### PART 1 - GENERAL

1.01 SCOPE

All labor, material, equipment, and related services necessary to furnish and install all exterior signage as indicated on the Drawings or specified herein.

1.02 SUBMITTALS

Submit all shop drawings to Designer for review, approval and coordination with Owner, unless noted otherwise.

**SHOP DRAWINGS:** Prior to commencement of work, submit shop drawings showing all layouts, materials and finishes, text, construction details, locations and dimensions for review and approval. Submit 3 sets of shop drawings.

**SIGN SAMPLES:** Submit letter samples and finish material for post and panel signage.

**SIGNAGE SCHEDULE:** including copy and spelling for Owner/ Designer review.

1.03 PERFORMACE REQUIREMENTS

Provide workmanship and materials, free of defects. Defective is defined to include delamination, abnormal deterioration, fading and discoloration, weathering, failure of securing to substrates indicated, cracking, corrosion or coating damage, or visible scratches on surfaces. Signage shall not bear manufacturer's code or other identifying marks on any area or part, which may be visible in the normal positioning, attitude, or use of the sign item. Ensure that the design of support substrates and structures are adequate and compatible for all work required.

1.04 QUALITY ASSURANCE

Comply with municipal and state code requirements.  
Comply with *The Americans with Disabilities Act*, ADA Section 4.30 Signage; Section 4.30.4 Raised and Braille Characters and Pictograms; Section 4.30.5 Finish and Contrast; Section 4.30.6 Mounting and Location and Height.

1.05 WARRANTY

Provide manufacturer's five-year limited warranty.

#### PART 2 - PRODUCTS

2.01 GENERAL

The following exterior sign package is based on the Interior Designers interpretation of the 1991 Americans with Disabilities Act Accessibility Guidelines. It will be the sign company's responsibility to alert the Interior Designer to any conflicts with their interpretation of the ADAAG Guidelines. Neither the Interior Designer nor sign fabricator express or imply warranty to ADAAG compliance.

Fabricator to field verify all existing conditions and dimensions prior to fabrication to ensure that each sign will fit at its proposed location. Designer shall be notified of any discrepancies per project specifications.

All symbols to be standard AAIGA, DOT OR ADAAG symbols.

All fasteners shall be concealed and vandal resistant unless noted otherwise.

Fabricator is responsible for installing all signs in compliance with ADAAG Guidelines at compliant locations and heights.

Fabricator shall be consistent with installation procedures at each sign location where applicable.

Fabricator is responsible for pulling all permits.

## 2.02. SIGN TYPES:

Refer to Sign Schedule for text and directional arrows. Sign Types A-S are Interior Signs Types. Refer to Sign Plan for locations on site.

### **Sign Type T:**

Parking Signs:

Refer to schedule for text variations

3" post to have natural satin finished aluminum

Aluminum panel to have standard symbol, color and copy.

### **Sign Type U:**

Post and Panel:

Non-illuminated, post and panel directional and identification signs:

Construction to be 2" x 2" x 1/8" square aluminum posts with changeable aluminum panels that slide in from top and lock in place. Panels to be removable for copy revisions.

Posts to be capped with a fabricated aluminum cap.

Aluminum:

Aluminum plate, angles, channels, extrusions, and other structural items shall be fabricated from alloy 6061-T6, 6063-T5, or other alloy as required for applicable function and use as recommended by the ALUMINUM COMPANY OF AMERICA, KAISER ALUMINUM, REYNOLDS ALUMINUM or equivalent manufacturer.

Provide aluminum of the best commercial quality. Replace materials, which have scratches, scars, creases or buckles.

Welded joints: heli-arc welded in conformance with the American Welding Society and the Aluminum Association's specifications

Color: Beige color to match new facility exterior color – provide samples for selection.

Graphics: to be silk screened – or vinyl die cut letters  
(verify if surface applied reflective vinyl graphics are required)

Vinyl Die Cut Letters:

Legends, arrows and logotypes, unless otherwise noted, shall be precision die cut from “Scotchlite” brand “Flat Top” wide angle engineer grade reflective sheeting as manufactured by the 3M COMPANY. “Scotchcal” brand vinyl sheeting, as manufactured by the 3M COMPANY shall be free of trapped air bubbles, wrinkles and tears. All copy shall be applied straight and true with proper inter-letter and inter-word spacing.

Font: Futura Medium, (4”h - verify copy height requirements with location and distance from road) Color: Dark Brown

Sign dimensions: dependent on amount of copy and city ordinance requirements. Verify sign height with city ordinance requirements – submit information to Owner/Designer for review.

Text: refer to sign schedule

**Sign Type V:**

Monument Sign:

All materials to be reclaimed from existing facility. Owner to provide reclaimed materials. Owner to verify acceptable quality of existing materials sufficient to manufacture monument sign. Vendor to verify that materials provided by Owner are sufficient and acceptable. Vendor to coordinate with Owner.

Piers to be brick from the existing facility.

Detailing to match existing vertical staggered brickwork. Brick color to be the light terracotta range.

Center sign panel to be existing brick in the light gold range. Note center ring detail – Owner to provide from existing building.

All formwork, rebars, mortar, concrete and lettering to be new materials and provided by vendor.

Base and top pediment: Concrete, natural color

Text: Aluminum letters, 6”h, Color: Dark Brown (verify text height)

Acceptable manufacturer: Gemini Inc, or equal.

103 Mensing Way, Cannon Falls, MN 55009. Tel: 1.800.538.8377

Font: Futura Medium

Copy: Badger Prairie Health Care Center

Note: sign to be lit from the ground, electrical to be provided and coordinated by others.

**Sign Type W:**

Building Dedication Plaque – owner to provide details of plaque.

Approximate size: 12” x 12”

Material to be bronze – owner to verify

Installation location: wall-mounted to left of main entrance doors

**Sign Type X:**

Door identification numbers

Dimensional numbers

Size: 5”

Material: aluminum, Color: Black

Acceptable manufacturer: Gemini Inc, or equal.

103 Mensing Way, Cannon Falls, MN 55009. Tel: 1.507.263.3957  
www.signletters.com

Install on exterior wall at upper right side of door, install with appropriate hardware for permanent installation – verify location with Designer

**Sign Type Y:**

Building identification signs

Material: acrylic panel appropriate for exterior installation

Size: rectangular, sized to fit 4” text

Color: Text: Black, Panel: to match siding

Text to include letter and name of building, refer to schedule

Installation: install with appropriate hardware for invisible installation, verify locations with Designer

**PART 3 – EXECUTION**

3.01. INSTALLATION

Verify all sign locations on the site with the Owner

Install in accordance with manufacturer’s recommendations; attach units rigidly; mount plumb and level.

Provide signs and components complete and free from visual and structural or mechanical flaws.

Take care during installation to assure that signs are not damaged or scratched. Repair or replace signs showing damage, as directed by the Owner.

Verify location of concealed and underground power, control and communication lines.

Coordinate work requirements with utility and communication lines.

Do not use fabrication or installation materials or procedures that will in any way change the visual quality or have an adverse effect on the existing materials and surfaces on the structure. Restore site aspects adversely altered or damaged by signage installation, to original condition and appearance.

Comply with applicable codes and ordinances.

3.04 POST AND PANEL and HANDICAP PARKING SIGNS:

Embed posts 3' in ground. Pack dirt around post bottom and pour a 2' concrete collar around post. Verify all sign locations with site conditions and direction of traffic.

3.05. MONUMENT SIGN:

Provide appropriate footing and support structure considering sign dimensions and site conditions.

END OF SECTION