



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

March 17, 2009

ATTENTION ALL REQUEST FOR BID (RFB) HOLDERS

RFB NO. 109061 - ADDENDUM NO. 1

WINDOW REPLACEMENT

HENRY VILAS ZOO ADMINISTRATION BUILDING

BIDS DUE: TUESDAY, APRIL 7, 2009, 2:00 PM. DUE DATE AND TIME ARE CHANGED BY THIS ADDENDUM.

This Addendum is issued to modify, explain or clarify the original Request for Bid (RFB) and is hereby made a part of the RFB. Please attach this Addendum to the RFB.

PLEASE MAKE THE FOLLOWING CHANGES:

1. Bidder's Facility Tour

The optional bidder's facility tour date has been changed to Monday, March 30, 2009, starting at 2:00 PM. This tour will still take place at the Henry Vilas Zoo Administration Building, 702 South Randall Avenue, Madison 53715.

2. Bid Opening Date

As a result of the new bidder's facility tour date, **the bid opening date has been changed to Tuesday, April 7, 2009 at 2:00 PM.** Sealed bids should still be submitted to: Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713.

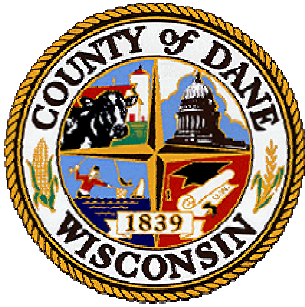
3. Work Start and Finish Dates

As a result of the new bid opening date, the assumed date for beginning work has been changed to May 4, 2009. Therefore, the expected completion date has been changed to June 26, 2009.

If any additional information about this Addendum is needed, please contact John Welch, project Manager, at 608/267-8815 or welch@co.dane.wi.us.

Enclosures:
N/A

RFB NO. 109061



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. 109061 WINDOW REPLACEMENT HENRY VILAS ZOO ADMINISTRATION BUILDING 702 S RANDALL AVE MADISON, WISCONSIN

Opening Date / Time: **THURSDAY, APRIL 2, 2009 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

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

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

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

DOCUMENT INDEX FOR RFB NO. 109061

PROCUREMENT AND CONTRACTING REQUIREMENTS

Project Manual Cover Page
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DIVISION 1 - GENERAL REQUIREMENTS

01 00 00 - Basic Requirements
01 74 19 - Recycling

DIVISION 6 - WOODS, PLASTICS, AND COMPOSITES

06 10 00 - Rough Carpentry and Sheathing
06 20 00 - Finish Carpentry

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 46 00 - Fiber Cement Siding

DIVISION 8 - OPENINGS

08 53 00 - Basic Requirements

DRAWINGS

Figure 1 - Original Floor Plan
Figure 2 - Existing Window Details
Figure 3 - Sitemap Showing Location of Administration Building

Some of the existing building drawings, cross sections, and details are included in this bid package. These are not all-inclusive. The entire building drawings are available to view and request copies of in the Dane County Department of Public Works office, 1919 Alliant Energy Center Way, Madison, WI 53713.

DANE COUNTY VENDOR REGISTRATION PROGRAM

All bidders / proposers wishing to submit a bid / proposal should be registered with Dane County Purchasing before bid / proposal opening & must be registered before award of contract. Complete a Vendor Registration Form at www.danepurchasing.com, or obtain one by calling 608/266-4131.

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, APRIL 2, 2009

REQUEST FOR BIDS NO. 109061
WINDOW REPLACEMENT
HENRY VILAS ZOO ADMINISTRATION BUILDING
702 S. RANDALL AVENUE
MADISON, WISCONSIN

Dane County is inviting Bids for construction services. Replace 10 existing windows. Seven windows are approximately 55-1/2" x 96", and three windows are approximately 116" x 96".

Request for Bids package may be obtained at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608-266-4018, or downloading it from www.countyofdane.com/pwht/bid/logon.aspx. Please call John Welch, Project Manager, at 608-516-4154 for any questions or additional information.

All Bidders wishing to submit Bids should be registered vendor with Dane County Purchasing before bid opening & must be registered before award of contract. Complete Vendor Registration Form at www.danepurchasing.com or obtain one by calling 608-266-4131.

An optional bidder's facility tour will be held on Monday, March 23, 2009 at 9:00 AM at the Henry Vilas Zoo Administration Building, 702 South Randall Avenue, Madison 53715.

PUBLISH: MARCH 12 & 19, 2009 - WISCONSIN STATE JOURNAL
MARCH 9 & 16, 2009 - WESTERN BUILDER

INSTRUCTIONS TO BIDDERS

**Window Replacement
Henry Vilas Zoo Administration Building
702 S Randall Ave
Madison, Wisconsin**

1. SECURING DOCUMENTS

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

2. BID REQUIREMENTS

- A. Bidder shall submit lump sum bid for providing all labor, equipment, tools and materials necessary to perform all Work described in Construction Documents. Only firms with capabilities, experience and expertise with similar projects should submit Bids.
- B. Envelope containing Bid shall be clearly marked as for this project (note title at top of page). Bids shall be delivered to:
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way
Madison, Wisconsin 53713
- C. One (1) Bid Form shall be submitted with your Bid. Bid Form is provided with Construction Documents; no other form or letter shall be accepted.
- D. Bidders shall not add any conditions, escalator clauses or qualifying statements to Bid Form.
- E. Erasures or other changes to Bid must be explained or noted, and shall be accompanied by initials of bidder.
- F. Legally authorized official of bidder's organization shall sign Bids.
- G. Bidder's organization shall submit completed Fair Labor Practices Certification form, included in these Construction Documents.
- H. Bidder shall comply with Chapter 25.016 of the Dane County Ordinances with respect to domestic partnership benefits.

- J. Bid Bond shall be made payable to Dane County in amount of five percent (5%) of bid amount. Bid Bond shall be either certified check or bid bond issued by surety licensed to conduct business in the State of Wisconsin. Successful bidder's Bid Bond shall be retained until Contract is signed and required Performance / Payment Bond is submitted. Bids shall be binding on bidder for sixty (60) days after Bid Opening. Bid Bond must be submitted with Bid.
- K. Successful bidder shall furnish and pay for Performance / Payment Bond as called for in Conditions of Contract.

3. INQUIRIES

- A. Written inquiries regarding intent of Construction Documents should be directed to:
John Welch, Project Manager
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way, Madison, Wisconsin 53713
Fax: 608/267-1533
Email: welch@co.dane.wi.us
- B. Bidders shall bring questions, discrepancies, omissions, conflicts or doubt as to meaning of any part of Construction Documents to attention of Department of Public Works, Highway & Transportation at least ten (10) days before due date for Bids. Prompt clarification of intent of Construction Documents shall be made available to bidders in form of Addendum. Bidder shall acknowledge all Addenda on Bid Form.
- C. Failure to request clarification of interpretation of Construction Documents shall not relieve bidders of their responsibilities to perform Work.

4. EXAMINATION OF SITE

- A. Coordinate site access activities with John Welch, Project Manager, 608/267-8815.
- B. Bidder shall carefully examine project site. Investigate all site conditions that may affect execution of Work as detailed in Construction Documents.
- C. A bidders facility tour will be held on Monday, March 23, 2009 at 9:00 AM at the Henry Vilas Zoo Administration Building, 702 South Randall Avenue, Madison 53715. Bidders are strongly encouraged to attend this tour, however attendance is optional.

5. ALTERNATES

- A. Not used.

6. WITHDRAWAL OF BIDS

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

7. BID OPENING

- A. See Legal Notice (advertisement).

8. COMMENCEMENT AND COMPLETION OF WORK

- A. Work shall commence by April 24, 2009.
- B. Work shall be completed by July 11, 2009.

9. RESERVATION

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

BID FORM

BID NO. 109061

**PROJECT: WINDOW REPLACEMENT
HENRY VILAS ZOO ADMINISTRATION BUILDING**

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

BASE BID - LUMP SUM:

Dane County is inviting Bids for construction services. Replace 10 existing windows. Seven windows are approximately 55-1/2" x 96", and three windows are approximately 116" x 96". Provide new windows, which shall be commercial grade tubular plastic window frames and intermediate mullions of extruded tubular plastic with welded corner construction. New windows may have double hung or casement style sash, and windows shall be Low E, triple pane, gas filled, and double strength. Also, provide knee walls, as needed, to fit new windows within the existing rough openings. The undersigned, having examined the site where the Work is to be executed and having become familiar with local conditions affecting the cost of the Work and having carefully examined the Drawings and Specifications, all other Construction Documents and Addenda thereto prepared by Dane County Department of Public Works, Highway & Transportation hereby agrees to provide all labor, materials, equipment and services necessary for the complete and satisfactory execution of the entire Work, as specified in the Construction Documents, for the Base Bid stipulated sum of:

_____ and _____ /100 Dollars
Written Price

\$ _____
Numeric Price

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

Addendum No(s). _____ through _____

Dated _____

Dane County Henry Vilas Zoo must have this project completed by June 11, 2009. Assuming this Work can be started by April 24, 2009, what dates can you commence and complete this job?

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

Name of Bidder: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Contact Person: _____

SIGNATURE: _____

(Bid is invalid without signature)

BID CHECK LIST:

These items **must** be included with Bid or completed **before** bidding

Bid Form

Bid Bond

Vendor Registration

Fair Labor Practices Certification

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

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

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

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

EQUAL BENEFITS REQUIREMENT

The Contractor hereby acknowledges that a condition of this Contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor hereby certifies that it will 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

COUNTY OF DANE

PUBLIC WORKS CONTRACT

Contract No. _____ Bid No. 109061

Authority: Res. _____, 2008-09

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 Window replacement at Henry Vilas Zoo Administration building ("the Project"); and

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

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

1. CONTRACTOR agrees to construct, for the price of \$_____ the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid Form, Conditions of Contract, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by Dane County Public Works, Highway & Transportation (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Document Index, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the Conditions of Contract, and to

make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the Conditions of Contract.

3. During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. Such equal opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

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

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

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

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

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

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

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

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

* * * * *

FOR CONTRACTOR:

Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

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

* * * * *

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

FOR COUNTY:

Kathleen M. Falk, County Executive Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.

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

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

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

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

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

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

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

Signed and sealed this day of , 20 .

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

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address): _____

SURETY (Name and Principal Place of Business): _____

OWNER (Name and Address): _____

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

BOND
Date (Not earlier than Construction Contract Date): _____
Amount: \$ _____
Modifications to this Bond: _____

None

See Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: _____
(Corporate Seal)

SURETY COMPANY: _____
(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

Attorney-in-Fact

(Any additional signatures appear on page 3)

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

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

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

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

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

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

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

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

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

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

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

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

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

1. After investigation, determine the amount for

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

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

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

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

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

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

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

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

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

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

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

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

12 DEFINITIONS

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

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

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SAMPLE

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

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

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

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL
COMPANY: (Corporate Seal)

SURETY COMPANY:
(Corporate Seal)

Signature: _____
Name and Title:

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

(Any additional signatures appear on page 6)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

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

15. DEFINITIONS

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

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SAMPLE

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

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

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.
 - 4. Vendor Registration
- 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.”

SUPPLEMENTARY CONDITIONS

1. APPLICATION & CERTIFICATE FOR PAYMENT

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


AIA Document G702™ – 1992

Application and Certificate for Payment

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

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

1. ORIGINAL CONTRACT SUM \$ _____

2. Net change by Change Orders \$ _____

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

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

5. RETAINAGE:

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

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

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

6. TOTAL EARNED LESS RETAINAGE \$ _____
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates) \$ _____

8. CURRENT PAYMENT DUE \$ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 6 Less Line 8) \$ _____

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

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

CHANGE ORDER SUMMARY

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

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

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

ARCHITECT:
 By: _____ Date: _____

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

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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 E on Contracts where variable retainage for line items may apply.

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D+G)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO PAY (C - E)	J RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.
 AIA Document G703™ – 1992. Copyright © 1993, 1995, 1996, 1997, 1970, 1976, 1982 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 and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects legal counsel, copyright@aia.org.

2. CONTRACTOR WAGE AFFIDAVIT

- A. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit in form as hereinafter set forth in this section. Affidavit affirms that all persons employed by contractor or by any of contractor's subcontractors on such contract have been paid no less than minimum wages established under Dane County Ordinances, Chapter 40, Subchapter II (Minimum Wage Ordinance) and in effect at date of execution of contract, that full payment of wages earned has been made, and that no rebates either directly or indirectly have been made. Form of such affidavit is included in this section.

DANE COUNTY, WISCONSIN
CONTRACTOR WAGE AFFIDAVIT

COMPANY NAME: _____

ADDRESS: _____

CONTRACT NO.: _____ DIVISION(S) OF WORK: _____

AFFIDAVIT

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

I, _____, being
name and title of person signing affidavit
first duly sworn at _____,
city & state of company incorporation
on oath, depose and say that with respect to the payment of the persons employed by the

_____, subcontractors on the _____
contractor company name division(s) of work
_____, at the _____
building or site of project

that during the period commencing _____, and ending _____
date date
all persons employed on said project have been paid the full wages earned, that no rebates have been or will be made either directly or indirectly by said contractor or subcontractor from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any person, other than authorized legal deductions (including taxes such as Federal Income Withholding and Social Security, State and

_____,
state any other legal deductions such as union dues, unemployment insurance, 401k contributions, etc., or fill in "N/A"

and that there is full compliance with the provisions and intent of the requirements of Dane County Ordinances, Chapter 40, Subchapter II (Minimum Wage Ordinance). This affidavit is made to induce Dane County to approve the application for payment to which this affidavit is attached.

Contractor Company Name

Signature Title

Sworn to before me this _____ day of _____, 20__.

_____ My Commission expires _____
Notary Public Date

3. EQUAL PARTNER BENEFITS COMPLIANCE

A. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit to this Department, as requested and with final application for payment for work under said contract, equal benefits compliance payment certification in form as hereinafter set forth in this section. Certification affirms that all persons employed by contractor or by any of contractor's subcontractors on such contract have complied fully with the requirements of Chapter 25.016 "Equal Benefits Requirement" of the Dane County Ordinances. A copy of the certification form is included in this section.

DANE COUNTY EQUAL BENEFITS COMPLIANCE
Payment Certification Form

PURPOSE

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

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

CERTIFICATION

I _____ certify that
_____ (include contractor's name) has
complied fully with the requirements of Chapter 25.016 of the Dane County Ordinances "Equal
Benefits Requirements".

Signed _____

Date _____

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

SECTION 01 00 00
BASIC REQUIREMENTS

PART 1 GENERAL

1.1 SECTION SUMMARY

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

1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to furnish new windows to replace 10 existing windows. Seven windows are approximately 55-1/2" x 96", and three windows are approximately 116" x 96".

- B. Work by Owner: Not applicable.
- 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 Contractors or Subcontractors and access by Owner.
- B. The Henry Vilas Zoo is a locked facility that keeps dangerous animals. For the safety of staff and visitors, access is limited and strictly controlled. All access to this facility will need to be coordinated with Jim Hubing, Zoo Director, 608/266-4733.

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 or bi-weekly.
- D. With final payment, submit Contractor Wage Affidavit Form and Equal Benefits Compliance Certification. Both of these forms are included in the Supplemental Conditions section of this Construction Documents package.

1.5 ALTERNATES

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

1.6 COORDINATION

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

1.7 CUTTING AND PATCHING

- A. Employ a skilled and experienced installer to perform cutting and patching new work; restore work with new Products.

- B. Submit written request in advance of cutting or altering structural or building enclosure elements.
- C. Fit work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- D. Refinish surfaces to match adjacent finishes.

1.8 CONFERENCES

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

1.9 PROGRESS MEETINGS

- A. Owner shall schedule and administer meetings throughout progress of the Work at minimum of one (1) per week.
- B. Owner shall preside at meetings, record minutes, and distribute copies within two (2) days to those affected by decisions made.

1.10 SUBMITTAL PROCEDURES

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

1.11 PROPOSED PRODUCTS LIST

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

1.12 SHOP DRAWINGS

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

1.13 PRODUCT DATA

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

1.14 SAMPLES

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

1.15 MANUFACTURERS' INSTRUCTIONS

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

1.16 MANUFACTURERS' CERTIFICATES

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

1.17 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

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

1.18 REFERENCES

- A. Conform to reference standard by date of issue current as of date for receiving bids.

- B. Should specified reference standard conflict with Construction Documents, request clarification from Public Works Project Engineer before proceeding.

1.19 INTERIOR ENCLOSURES

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

1.20 PROTECTION OF INSTALLED WORK

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

1.21 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel. Parking shall not be available at the Work site.
- B. Arrange for temporary parking areas to accommodate construction personnel. Parking shall be available at the Work site.

1.22 STAGING AREAS

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

1.23 OCCUPANCY DURING CONSTRUCTION AND CONDUCT OF WORK

- A. Areas of existing facility will be occupied during period when the Work is in progress. Typically, Work may be done between 8:00 AM and 5:00 PM, but Contractor must set a schedule with Owner in advance. Schedule work and store materials so as to interfere as little as possible with normal use of premises. Notify Owner when coring or similar noise making work is to be done and obtain Owner's written approval of schedule. If schedule is not convenient for Owner, reschedule and resubmit new times for Owner approval. Coring of floor along with other noisy work may have to be done on second and third shifts.
- B. Work shall be done and temporary facilities furnished so as not to interfere with access to any occupied area and so as to cause least possible interference with normal operation of facility or any essential service thereof.
- C. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.

- D. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this contract is to be performed.
- E. Each Contractor shall arrange with Owner to make necessary alterations, do new work, make connections to all utilities, etc., at such times as will not cause interruption of utility services to facility. Contractor doing this work shall protect, cap, cut off and / or replace and relocate existing pipes, electrical work and other active utilities encountered which may interfere with new construction work.
- F. New work in extension of existing work shall correspond in all respects with that to which it connects or similar existing work unless otherwise indicated or specified.
 - 1. Existing work shall be cut, altered, removed or replaced as necessary for performance of contract obligations.
 - 2. Work remaining in place, damaged or defaced by reason of work done under this contract shall be restored equal to its condition at time of Award of Contract.
 - 3. If removal of work exposes discolored or unfinished surfaces or work out of alignment, such surfaces shall be refinished or materials replaced as necessary to make continuous work uniform and harmonious.

1.24 PROTECTION

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

1.25 PROGRESS CLEANING

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

1.26 PRODUCTS

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

1.27 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.28 PRODUCT OPTIONS

- 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.
- B. Requests for substitutions that result in minor variations in specification may be accepted if, in the opinion of Dane County, they do not adversely affect the quality, maintenance or performance of the items.
- C. Should bidder choose to bid materials other than those specified, bidder shall submit said materials specifications to Project Engineer for approval at least seven (7) days prior to Bid Opening. Public Works Project Engineer shall consider requests for Substitutions up to seven (7) days prior to date of Bid Opening.
- D. 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.
- E. Requests for material or product substitutions submitted up to fifteen (15) days after Bid Opening may be considered, but Project Engineer is not required to consider them. Dane County reserves right to approve or reject substitutions based on Specification requirements and intended use.

1.29 SUBSTITUTIONS

- A. Document each request with complete data substantiating compliance of proposed Substitution with Construction Documents.
- B. Submit three (3) copies of requests for Substitution for consideration. Limit each request to one (1) proposed Substitution.
- C. Substitutions shall not change contract price established at Bid Opening.

1.30 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.
- C. Submit final Application for Payment identifying total adjusted Contract Sum / Price, previous payments, and amount remaining due. With final payment, submit Contractor Wage Affidavit Form and Equal Benefits Compliance Certification.

1.31 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.

1.32 AS-BUILT DRAWINGS AND SPECIFICATIONS

A. Contractor shall furnish Public Works Project Engineer with one set of as-built drawings in manually drafted format.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 74 19

RECYCLING

PART 1 GENERAL

1.1 SUMMARY

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

1.2 WASTE MANAGEMENT GOALS

- A. Dane County requires that as many waste materials as possible produced as result of this project be salvaged, reused or recycled in order to minimize impact of construction waste on landfills and to minimize expenditure of energy and cost in fabricating new materials. Additional information may be found in The Dane County Green Building Policy, Resolution 299, 1999-2000.
- B. Contractor shall develop, with assistance of Public Works Project Engineer and Architect / Engineer, Waste Management Plan (WMP) for this project. Outlined in RECYCLING section of this specification are examples of materials that can be recycled or reused as well as recommendations for waste sorting methods.

1.3 WASTE MANAGEMENT PLAN

- A. Contractor shall complete WMP and include cost of recycling / reuse in Bid. WMP will be submitted to Public Works Project Engineer within fifteen (15) days of Notice to Proceed date. Copy of blank WMP form is in this Section. Submittal shall include cover letter and WMP form with:
 - 1. Information on:
 - a. Types of waste materials produced as result of work performed on site;
 - b. Estimated quantities of waste produced;
 - c. Identification of materials with potential to be recycled or reused;
 - d. How materials will be recycled or reused;
 - e. On-site storage and separation requirements (on site containers);
 - f. Transportation methods; and
 - g. Destinations.

1.4 REUSE

- A. Contractors and subcontractors are encouraged to reuse as many waste materials as possible. Salvage should be investigated for materials not reusable on site.

1.5 RECYCLING

- A. These materials can be recycled in Dane County area:
 1. Wood.
 2. Wood Pallets.
 3. Fluorescent Lamps.
 4. Foam Insulation & Packaging (extruded and expanded).
 5. PVC Plastic (pipe, siding, etc.).
 6. Asphalt & Concrete.
 7. Bricks & Masonry
 8. Corrugated Cardboard.
 9. Metal.
 10. Carpet Padding.
 11. Gypsum Drywall.
 12. Shingles.
 13. Barrels & Drums.
 14. Solvents.

1.6 MATERIALS SORTING AND STORAGE ON SITE

- A. Contractor shall provide separate containers for recyclable materials. Number of containers will be dependent upon project and site conditions.
- B. Contractor shall provide on-site locations for subcontractors supplied recycling containers to help facilitate recycling.

1.7 LISTS OF RECYCLING FACILITIES PROCESSORS AND HAULERS

- A. Web site www.countyofdane.com has recycling symbol (link) near top of page that lists current information for Dane County Recycling Markets. Contractors can also contact Dane County's Recycling Manager at 608/267-8815, or local city, village, town recycling staff listed in above referenced web site. Statewide listings of recycling / reuse markets at available from Wisconsin Department of Natural Resources, www.dnr.state.wi.us/org/aw/wm/markets.

1.8 WASTE MANAGEMENT PLAN FORM

A. Contractor Information:

Name: _____

Address: _____

Phone No.: _____ Recycling Coordinator: _____

MATERIAL	ESTIMATED QUANTITY	DISPOSAL METHOD (CHECK ONE)		RECYCLING / REUSE COMPANY OR DISPOSAL SITE
Salvaged & reused building materials	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Glass	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Wood	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Wood Pallets	_____ units	_____ Recycled	_____ Reused	Name: _____
Fluorescent Lamps	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Foam Insulation	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Asphalt & Concrete	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Bricks & Masonry	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
PVC Plastic	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Corrugated Cardboard	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Metals	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Carpet Padding	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Gypsum / Drywall	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 06 10 00

ROUGH CARPENTRY AND SHEATHING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes structural wall framing for window openings, preservative treatment of wood, and gypsum sheathing. Provide new rough framing only as needed to properly fit new windows in existing rough openings. New rough framed knee wall cannot be more than 24" from the floor surface. Provide sheathing on interior and exterior surfaces of framing wall and provide finishes as described in this section.
- B. Related Sections:
 - 1. Section 08 53 00 - Plastic Windows: Wood framed openings.
 - 2. Section 07 46 00 - Fiber Cement Siding

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
- B. U.S. Department of Commerce National Institute of Standards and Technology:
 - 1. DOC PS 20 - American Softwood Lumber Standard.

1.3 SUBMITTALS

- A. Shop Drawings indicating rough framing configuration for all window openings.
- B. Product Data: Submit technical data on insulated sheathing, wood preservative materials, and application instructions.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with the following:
 - 1. Lumber: DOC PS 20.
- B. Perform Work in accordance with State of Wisconsin standards.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect lumber from warping or other damage.

PART 2 PRODUCTS

2.1 LUMBER MATERIALS

- A. Non-structural Rough Framing: Stress Group D, .60 ACQ treated, kiln dried before treatment white woods, 19 percent maximum moisture content, #2 or better.

2.2 SHEATHING MATERIALS

- A. Gypsum Board Wall Sheathing: ASTM C1177; 1/2 inch thick.

2.3 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Nails and Staples: ASTM F1667.
 - 2. Anchors: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolt or ballistic fastener for anchorages to steel.

2.4 SCHEDULE OF FINISHES

- A. Over all exterior gypsum sheathing surfaces, finish shall be fiber cement siding, as described in Section 07 46 00.
- B. Over the interior gypsum sheathing surfaces, the finish shall be as follows:
 - 1. In rooms 101 and 102, install wood paneling and trim, to match existing adjacent surfaces.
 - 2. In rooms 104 and 110, tape, mud, prime, and paint to match adjacent existing surfaces. Provide two coats of paint.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify substrate conditions are ready to receive blocking, curbing and framing.

3.2 PREPARATION

- A. Coordinate placement of blocking, curbing and framing items.

3.3 FRAMING

- A. Set structural members level and plumb, in correct position.
- B. Fasten framing in accordance with applicable code.

- C. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in alignment until completion of erection and installation of permanent bracing.
- D. Place horizontal members, crown side up.
- E. Space framing and furring 16 inches oc.
- F. Secure sheathing to framing members with ends over firm bearing and staggered.
- G. Construct framing members full length without splices.
- H. Coordinate framing installation with installation of vapor barrier and windows.
- I. Insulate any new walls to R-19.

3.4 TOLERANCES

- A. Framing Members: 1/4 inch from indicated position, maximum.

END OF SECTION

SECTION 06 20 00

FINISH CARPENTRY

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes finish carpentry work which is exposed to view, non-structural, and not specified as part of other sections.
- B. The types of finish carpentry include, but are not necessarily limited to the following:
 - 1. Wood trim.
 - 2. Wood sills at the interior of all new knee walls.

1.2 REFERENCES

- A. Architectural Woodwork Institute:
 - 1. AWI - Quality Standards Illustrated.
- B. U.S. Department of Commerce National Institute of Standards and Technology:
 - 1. DOC PS 20 - American Softwood Lumber Standard.

1.3 SUBMITTALS

- A. Product Data:
 - 1. Submit data on finish hardware.

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with AWI (Architectural Woodwork Institute) Architectural Woodwork Quality Standards Illustrated, Custom Grade.
- B. Lumber standards: Comply with DOC PS 20, "American Softwood Lumber Standard," for lumber and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee Board of Review.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect work from moisture damage.

1.6 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.7 COORDINATION

- A. Coordinate work with installation of associated and adjacent components.

PART 2 PRODUCTS

2.1 FINISH CARPENTRY

A. SOLID STOCK

1. Wood sills at the interior of all new knee walls: AWI 300 Custom Grade
 - a. Species: Plain sawn, kiln-dried Red Oak.
 - b. Grade: AWI Lumber Grade III.
 - c. Texture: S2S2E, (smooth).
 - d. Sizes: As indicated on Drawings.
 - e. Sight exposed, stain finish to be selected by Owner.

B. INTERIOR TRIM

1. Interior: AWI 300 Custom Grade.
 - a. Species: Plain sawn, kiln-dried Red Oak.
 - b. Grade: AWI Lumber Grade III.
 - c. Texture: Surfaces (smooth).
 - d. Sight exposed, stain finish to be selected by Owner.
 - e. Thickness: 3/4 inch, unless noted otherwise.

2.2 ACCESSORIES

- A. Provide nails, screws and other anchoring devices of the proper type, size, material and finish for application to provide secure attachment, concealed where possible, and complying with applicable Federal Specifications.
 1. Nails, Wire, Brads and Staples: FS FF-N-105.
 2. Power-Driven Fasteners: CABO NER-272.
- B. Where interior finish carpentry materials are exposed in areas of high humidity, provide fasteners and anchorages with hot-dip galvanized coating complying with ASTM A 153 or No. 304 stainless steel.
- C. Glue: Aliphatic- or phenolic-resin wood glue recommended by manufacturer for general carpentry use.

2.3 FABRICATION

- A. Fabricate to AWI Custom standards.
- B. When necessary to cut and fit on site, fabricate materials with ample allowance for cutting. Furnish trim for scribing and site cutting.

2.4 FINISHING

- A. Stain, seal, and varnish exposed to view surfaces.
- B. Seal internal surfaces and semi-concealed surfaces.
- C. Seal surfaces in contact with cementitious materials.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify building items affecting work of this section are placed and ready to receive this work.

3.2 EXISTING WORK

- A. Modify and extend existing finish carpentry installations using materials and methods as specified.

3.3 INSTALLATION

- A. Install work in accordance with AWI Custom quality standard.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.
- D. Install with nails or screws.
- E. Preparation For Site Finishing:
 - 1. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.

3.4 ERECTION TOLERANCES

- A. Maximum Variation from Indicated Position: 1/16 inch.
- B. Maximum Offset from Alignment with Abutting Materials: 1/32 inch.

END OF SECTION

SECTION 07 46 00

FIBER CEMENT SIDING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes fiber cement siding panels, fascia, moulding and accessories.
- B. Provide Hardiplank fiber-cement siding and accessories on the exterior of all gypsum knee walls that are needed to reduce the size of the existing rough openings to the size of the new windows.

1.2 RELATED SECTIONS

- A. Section 06100 - Rough Carpentry: Exterior finish of knee walls.

1.3 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- B. Shop Drawings: Provide detailed drawings of atypical non-standard applications of cementitious siding materials which are outside the scope of the standard details and specifications provided by the manufacturer.
- C. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- D. Verification Samples: For each finish product specified, two samples, minimum size 4 by 6 inches, representing actual product, color, and patterns.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store siding on edge or lay flat on a smooth level surface. Protect edges and corners from chipping. Store sheets under cover and keep dry prior to installing.
- C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.5 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.6 WARRANTY

- A. Finish Warranty: Limited product warranty against manufacturing finish defects.
 - 1. When used for its intended purpose, properly installed and maintained according to Hardie's published installation instructions, James Hardie's ColorPlus finish with ColorPlus Technology, for a period of 15 years from the date of purchase: will not peel; will not crack; and will not chip.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: James Hardie Building Products, Inc; 26300 La Alameda, Suite 250, Mission Viejo, CA 92691. ASD. Toll Free Residential: (888) J-HARDIE. Toll Free Commercial: (866) 274-3464. Tel: (949) 348-1800. Fax: (949) 367-0185. Email: info@JamesHardie.com. Web - Residential: <http://www.jameshardie.com>. Web - Commercial: <http://www.jameshardiecommercial.com>.
- B. Requests for approval of equal substitutions will be considered in accordance with provisions of Section 01 00 00.

2.2 SIDING

- A. Non-asbestos fiber-cement siding to comply with ASTM Standard Specification C11, Grade II, Type A.
- B. Code Compliance Requirement for Materials:
 - 1. National Evaluation Report No. NER 405 (BOCA, ICBO, SBCCI)
 - 2. City of Los Angeles, Research Report No. 24862
 - 3. Metro Dade County, Florida Acceptance No. 07-0148, 04
 - 4. US Department of Housing and Urban Development Materials Release 1263d
 - 5. California DSA PA-019.
 - 6. City of New York M EA 223-93-M.
 - 7. Non-asbestos fiber-cement siding where required to be non-combustible shall be tested in accordance with ASTM E136.
- C. Lap Siding: Hardieplank as manufactured by James Hardie Building Products, Inc.
 - 1. Type: Cedarmill Select 5 inches (127 mm) with 4 inches (102 mm) exposure.
- D. Trim: Hardietrim Fascia and Moulding as manufactured by James Hardie Building Products, Inc.

2.3 FASTENERS

- A. Wood Framing Fasteners:
 - 1. Wood framing: 6d common corrosion resistant nails.

2.4 FINISHES

- A. Factory Finish: Color chosen by Owner.
 - 1. Product: ColorPlus by James Hardie.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Nominal 2 inch by 4 inch (51 mm by 102 mm) wood framing selected for minimal shrinkage and complying with local building codes, including the use of water-resistive barriers or vapor barriers where required. Minimum 1-1/2 inches (38 mm) face and straight, true, of uniform dimensions and properly aligned.
 - 1. Install water-resistive barriers and claddings to dry surfaces.
 - 2. Repair any punctures or tears in the water-resistive barrier prior to the installation of the siding.
 - 3. Protect siding from other trades.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION - HARDIEPLANK SIDING

- A. Install materials in strict accordance with manufacturer's installation instructions.
- B. Starting: Install a minimum 1/4 inch (6 mm) thick lath starter strip at the bottom course of the wall. Apply planks horizontally with minimum 1-1/4 inches (32 mm) wide laps at the top. The bottom edge of the first plank overlaps the starter strip.
- C. Allow minimum 1" vertical clearance between the edge of siding and any other material in strict accordance with the manufacturer's installation instructions.
- D. Align vertical joints of the planks over framing members.
- E. Maintain clearance between siding and adjacent finished grade.
- F. Locate splices at least one stud cavity away from window and door openings.
- G. Use off-stud metal joiner in strict accordance with manufacturer's installation instructions.

- H. Face nail to sheathing.
- I. Locate splices at least 12 inches (305 mm) away from window and door openings.

3.4 INSTALLATION - HARDIETRIM FASCIA AND MOULDING

- A. Install materials in strict accordance with manufacturer's installation instructions. Install flashing around all wall openings.
- B. Fasten through trim into structural framing or code complying sheathing. Fasteners must penetrate minimum 3/4 inch (19 mm) or full thickness of sheathing. Additional fasteners may be required to ensure adequate security.
- C. Place fasteners no closer than 3/4 inch (19 mm) and no further than 2 inches (51 mm) from side edge of trim board and no closer than 1 inch (25 mm) from end. Fasten maximum 16 inches (406 mm) on center.
- D. Maintain clearance between trim and adjacent finished grade.
- E. Allow 1/8 inch gap between trim and siding.
- F. Seal gap with high quality, paint-able caulk.
- G. Overlay siding with Hardietrim moulding at windows, doors and inside corners.
- H. Fasten through overlapping boards. Do not nail between lap joints.

3.5 FINISHING

- A. Factory applied baked on paint finish, color to be chosen by Owner.

3.6 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 08 53 00

PLASTIC WINDOWS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes factory fabricated tubular extruded plastic windows with operating sash, factory glazed, operating hardware, and insect screens. Remove and replace existing windows and accessories with new windows and accessories.
- B. Related Sections:
 - 1. Section 06 10 00 - Rough Carpentry and Sheathing: Wood framed openings.
 - 2. Section 06 20 00 – Finish Carpentry

1.2 REFERENCES

- A. American Architectural Manufacturers Association:
 - 1. AAMA 101 - Voluntary Performance Specification for Windows, Skylights and Glass Doors.
- B. ASTM International:
 - 1. ASTM D3656 - Standard Specification for Insect Screening and Louver Cloth Woven from Vinyl-Coated Glass Yarns.
 - 2. ASTM D4726 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Exterior-Profile Extrusions Used for Assembled Windows and Doors.
 - 3. ASTM F588 - Standard Test Methods for Resistance of Window Assemblies to Forced Entry Excluding Glazing.
- C. Glass Association of North America:
 - 1. GANA - Glazing Manual.

1.3 SYSTEM DESCRIPTION

- A. Windows: Extruded tubular plastic sections, factory fabricated, vision glass, related flashings, anchorage and attachment devices.
- B. Configuration: Conform with AAMA 101 Designations for windows required for Project; C-casement or DH-double hung sash.
- C. Forced Entry Resistance: Conform to ASTM F588 Type B.

1.4 PERFORMANCE REQUIREMENTS

- A. Primary Performance Requirements: Plastic windows to meet performance criteria for AAMA 101 Designation C20 Commercial or better.

- B. System Internal Drainage: Drain water entering joints, condensation occurring in glazing channels, and migrating moisture occurring within system, to exterior by weep drainage network.
- C. Air and Vapor Seal: Maintain continuous air barrier and vapor retarder throughout assembly, primarily in line with inside pane of glass and heel bead of glazing compound.
- D. Thermal Movement: Design sections to permit movement caused by thermal expansion and contraction of plastic to suit glass, infill, and perimeter opening construction.

1.5 SUBMITTALS

- A. Shop Drawings: Indicate opening dimensions, framed opening tolerances, affected related Work; and installation requirements.
- B. Product Data: Submit component dimensions, anchorage and fasteners, glass, internal drainage, and typical details.
- C. Samples: Submit samples illustrating window finished surfaces colors.
- D. Manufacturer's Certificates: Certify Product performance ratings by independent third party such as AAMA, CAWM, or NFRC as meeting or exceeding specified requirements.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with the following:
 - 1. PVC Windows: Fabricate and label window assemblies in accordance with AAMA 101 for types of windows required.
 - 2. Insulated Glass: Fabricate insulated glass units in accordance with GANA (formerly FGMA) Glazing Manual.
- B. Perform Work in accordance with State of Wisconsin standards.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing commercial PVC windows with minimum three years documented experience.
- B. Installer: Company specializing in installation of commercial PVC windows with minimum three years documented experience.

1.8 PRE-INSTALLATION MEETINGS

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

1.9 DELIVERY, STORAGE, AND PROTECTION

- A. Protect finished surfaces with wrapping or strippable coating. Do not use adhesive papers or sprayed coatings that bond when exposed to sunlight or weather.

- B. Jig, brace, and box window frame assemblies for transport to minimize flexing of members and to minimize flexing of joints.

1.10 ENVIRONMENTAL REQUIREMENTS

- A. Do not install glazing materials when ambient temperature is less than 40 degrees F.
- B. Maintain this minimum temperature during and after installation of sealants.

1.11 WARRANTY

- A. Furnish five year manufacturer warranty for insulated glass units from seal failure, interpane dusting or misting, and replacement of same.
- B. Furnish five year manufacturer warranty for degradation of plastic color finish.

PART 2 PRODUCTS

2.1 TUBULAR PLASTIC WINDOWS

- A. Product Description: Tubular plastic window frames and intermediate mullions of extruded tubular plastic with welded corner construction. Windows shall be Low E, triple pane, gas filled, and double strength.

2.2 COMPONENTS

- A. Extruded PVC: ASTM D4726 hollow, multi-chambered sections of extruded polyvinyl chloride (PVC), with integral ultra-violet degradation resistance.
- B. Insulating Glass: Sealed triple pane units:
 - 1. Outer Pane: Clear Low E float glass.
 - 2. Inner and Middle Pane: Clear float glass.
 - 3. Pane Thickness: Minimum 1/4 inch thick.
 - 4. Minimum Total Unit Thickness: 1 inch.
 - 5. Glazing Materials: Manufacturer's standard.
- C. Hardware:
 - 1. Sash lock: Lever handle with cam lock.
 - 2. Operator: Geared rotary handle fitted to projecting sash arms with limit stops.
 - 3. Projecting Sash Arms: Zinc plated steel, friction pivot joints with nylon bearings, removable pivot clips for cleaning.
 - 4. Pulls: Manufacturer's standard.
- D. Exterior Sills: Tubular plastic; sloped for positive wash; fit under sash to 1/2 inch beyond wall face; one piece full width of opening.
- E. Stools: Tubular plastic; sloped for positive wash; fit under sash to project 1/2 inch beyond interior wall face; one piece full width of opening.

- F. Operable Sash Weather Stripping: Resilient PVC; permanently resilient, profiled to effect weather seal.
- G. Insect Screen Frame: PVC frame of rectangular sections; fit with adjustable hardware; nominal size similar to operable glazed unit.
- H. Insect Screens: ASTM D3656, Class 2, 18 by 14 mesh, color chosen by Owner.
- I. Interior Sills and Trim: Section 06 20 00.

2.3 ACCESSORIES

- A. Fasteners and Anchors: Stainless steel.
- B. Visual Glass Dividers: Not allowed.
- C. Visual Glass Muntins: Not allowed.
- D. Bituminous Paint: Fibered asphaltic type.
- E. Aprons: 1/2 inch thick PVC, internally reinforced, edged and sealed.
- F. Limit Stops: Resilient rubber.

2.4 FABRICATION

- A. Fabricate framing, mullions and sash members with fusion welded corners and joints, in rigid jig. Supplement frame sections with internal reinforcement where required for structural rigidity.
- B. Form sills and stools in one piece. Slope sills for wash.
- C. Form snap-in glass stops, closure molds, weather stops, and flashings of extruded PVC for tight fit into window frame section.
- D. Form weather stop flange to perimeter of unit.
- E. Fabricate components with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal.
- F. Arrange fasteners to be concealed from view.
- G. Permit internal drainage weep holes and channels to migrate moisture to exterior. Provide internal drainage of glazing spaces to exterior through weep holes.
- H. Assemble insect screen frame, miter and reinforced frame corners. Fit mesh taut into frame and secure. Fit frame with four spring loaded steel pin retainers.
- I. Double weatherstrip operable units.

J. Factory glaze window units.

2.5 FINISHES

- A. Exterior Surfaces: Brown. If brown is not one of manufacturer's standard colors, Owner shall choose color.
- B. Interior Surfaces: Brown. If brown is not one of manufacturer's standard colors, Owner shall choose color.
- C. Screens: Brown frames with light screening. If brown is not one of manufacturer's standard colors, Owner shall choose color.
- D. Pull Handles and Exposed Hardware: Baked enamel color as selected by Owner.
- E. Locks: Baked enamel color as selected by Owner.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify wall openings and adjoining air and vapor seal materials are ready to receive Work of this Section.

3.2 INSTALLATION

- A. Remove existing window treatments during construction and protect from damage. Reinstall existing window treatments upon completion of new window installation.
- B. Attach window frame and shims to perimeter opening to accommodate construction tolerances and other irregularities.
- C. Align window plumb and level, free of warp or twist. Maintain dimensional tolerances and alignment with adjacent Work.
- D. Install pre-finished metal sill flashing at the exterior.
- E. Install sill, stool, and aprons.
- F. Provide thermal isolation where components penetrate or disrupt building insulation. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- G. Coordinate attachment and seal of perimeter air and vapor retarder materials.
- H. Install operating hardware.
- I. Caulk the interior and exterior perimeters of all new windows and framing.

3.3 ERECTION TOLERANCES

- A. Maximum Variation from Level or Plumb: 1/16 inches every 3 ft non-cumulative or 1/8 inches per 10 ft, whichever is less.

3.4 ADJUSTING

- A. Adjust hardware for smooth operation and secure weathertight closure.

3.5 CLEANING

- A. Remove protective material from pre-finished surfaces.
- B. Wash surfaces by method recommended and acceptable to sealant and window manufacturer; rinse and wipe surfaces clean.
- C. Remove excess sealant by moderate use of mineral spirits or other solvent acceptable to sealant manufacturer.

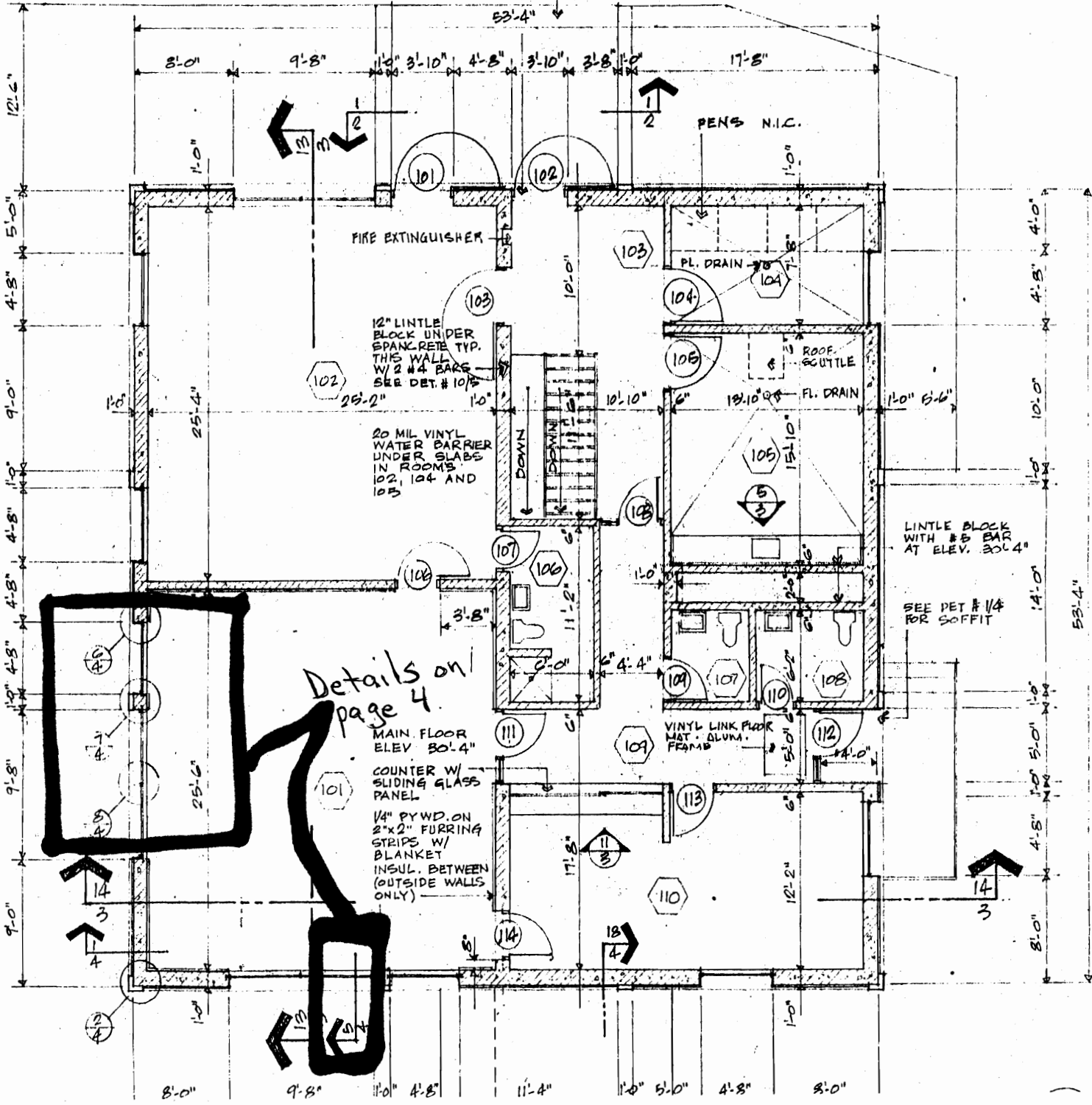
END OF SECTION

EXISTING GRADE 27.0



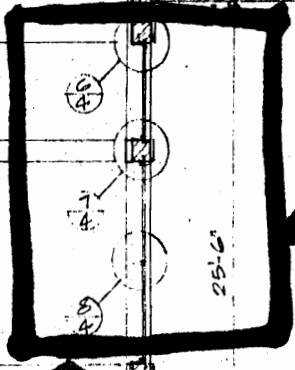
POURED CONCRETE APRON

CARRY FOUNDATION WALL UP TO ELEVATION 30'-4" AT RAMP RUN TOPPING OUT TO UNDER THRESHOLD



Details on page 4

MAIN FLOOR ELEV 30'-4"
COUNTER W/ SLIDING GLASS PANEL
1/4" PYWD. ON 2"x2" FURRING STRIPS W/ BLANKET INSUL. BETWEEN (OUTSIDE WALLS ONLY)



Floor Plan

No Scale

ROUGH-SAWN LAMINATED
WOOD PLANKS

6 x 3 1/2" x 3/8" L

8 WF 17

1" OR 3/8" CONT. PLYWD. SPACER

DRIF

1" PORT. CEM. PLASTER OR
3/8" SPRAY-O-BOND

SUSPENDED ACOUSTIC TILE
CEILING

OPERATING STEEL SASH
WITH 1/2" INSULATING GLASS

8 WF 17 & 6" x 3 1/2" x 3/8" L
WITH 1/4" ST R. 2.0" OC.

5

2 #4 BARS TYPICAL

1" PORT. CEM. PLASTER ON
GALV. MET. LATH. OR 3/8"
SPRAY-O-BOND

COMPOSITION TRIM
AROUND WINDOW

6

1" PORT. CEM. PLASTER
ON GALV. METAL LATH
EAST ENTRANCE ONLY

ROUGH-SAWN LAMINATED
WOOD PLANKS

3/4" HEX-HEAD EXPAN.
BOLTS W/ 3" O STEEL
WASHERS - CHROME
PLATED

1" OR 3/8" CONT. PLYWD.
SPACERS

7

STEEL WINDOW SASH W/
1/2" INSULATING GLASS

8

CONCRETE SLAB

2" CONC. TOPPING W/ MESH

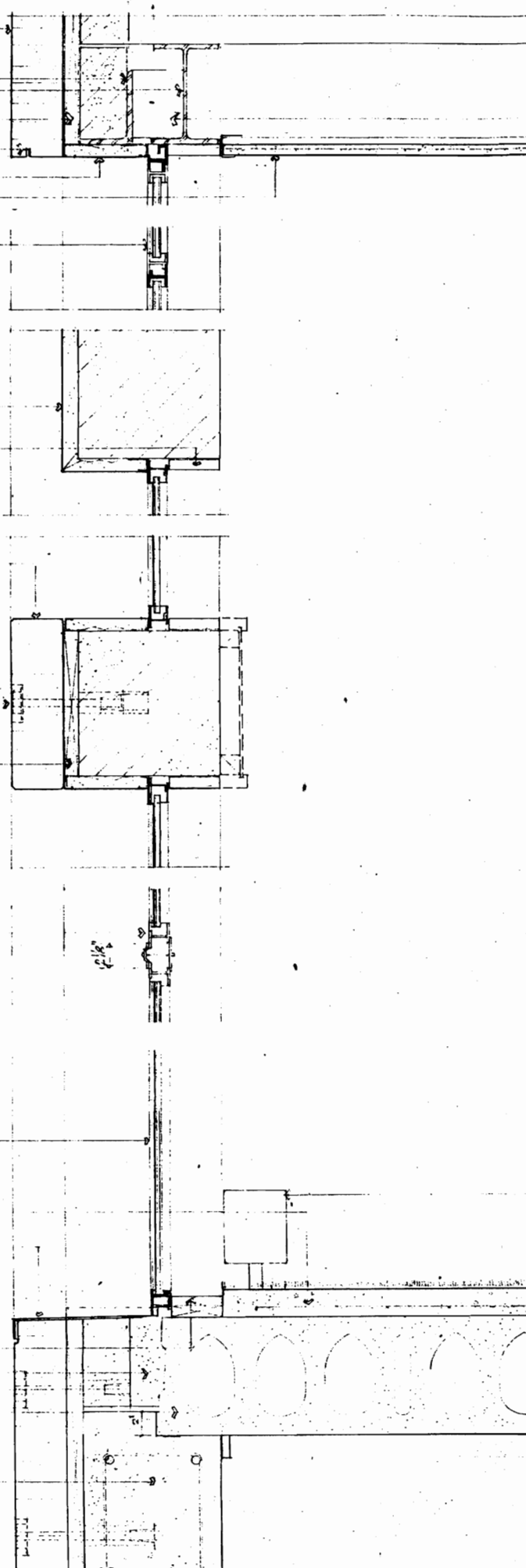
14 GA. BENT PLATE SILL

COMPOSITION WINDOW
STEEL
GROUT

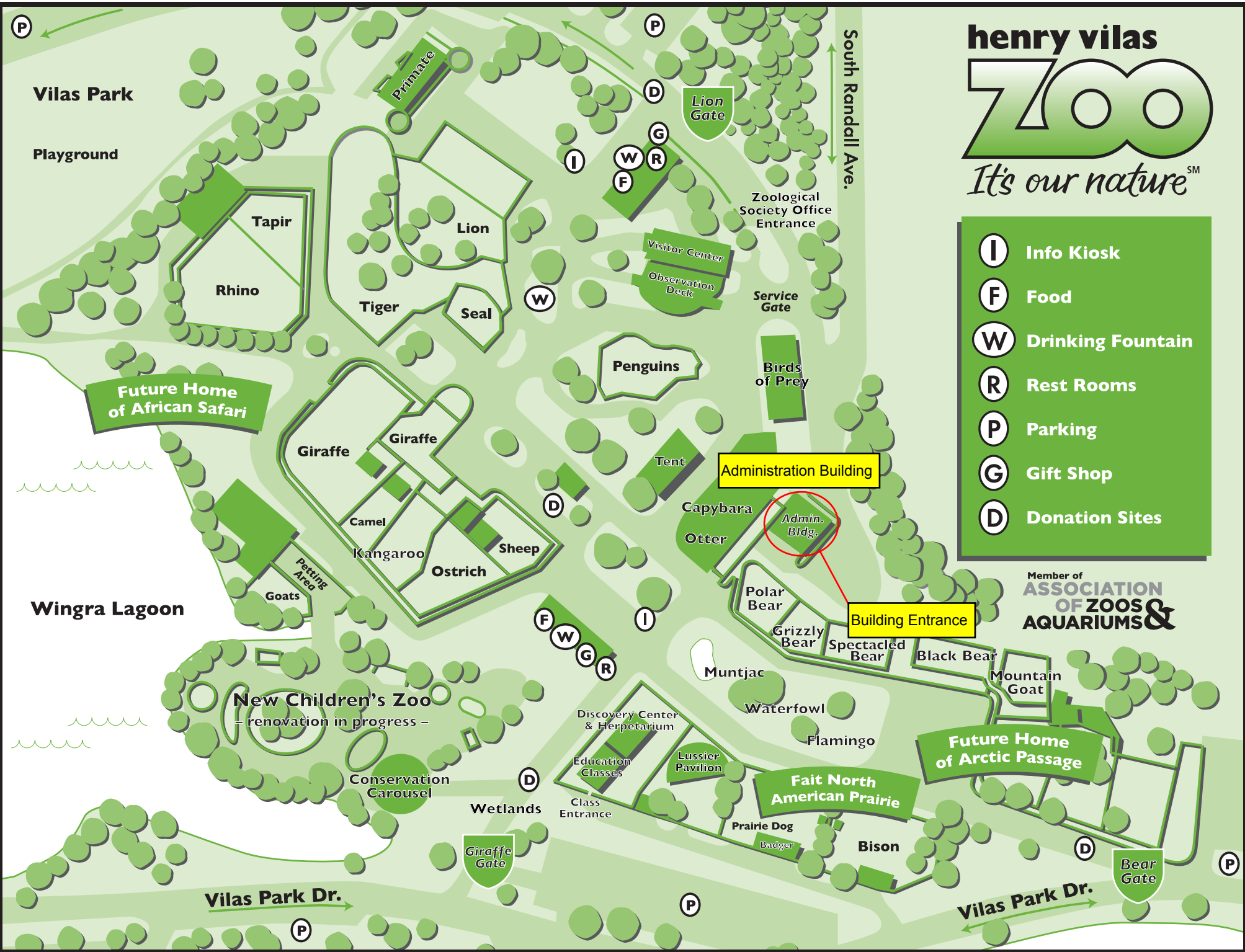
PRECAST CONC. FLOOR
SLAB PLANKS

POURED-IN-PLACE
CONC. BEAM

4 #5 BARS W/ 1/4" STIRRUPS



Details From
Page 4
No Scale



henry vilas ZOO

*It's our nature*SM

- I** Info Kiosk
- F** Food
- W** Drinking Fountain
- R** Rest Rooms
- P** Parking
- G** Gift Shop
- D** Donation Sites

Member of
**ASSOCIATION
OF ZOOS &
AQUARIUMS**

**Future Home
of Arctic Passage**

**Fait North
American Prairie**

**Future Home
of African Safari**

Administration Building

Building Entrance

Vilas Park

Playground

Wingra Lagoon

New Children's Zoo
- renovation in progress -

Vilas Park Dr.

Vilas Park Dr.

South Randall Ave.

Wetlands

Zoological Society Office
Entrance

Service Gate

Bear Gate

Giraffe Gate

Lion Gate

I

W

R

F

G

P

W

D

F

W

G

R

I

D

P

P

P

P

Tapir

Rhino

Lion

Tiger

Seal

Penguins

Birds of Prey

Giraffe

Giraffe

Camel

Kangaroo

Ostrich

Sheep

Goats

Petting Area

Tent

Capybara

Otter

Polar Bear

Grizzly Bear

Spectacled Bear

Black Bear

Muntjac

Waterfowl

Flamingo

Mountain Goat

Discovery Center & Herpetarium

Education Classes

Class Entrance

Lussier Pavilion

Prairie Dog

Badger

Bison