

# 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

**August 21, 2007**

## **ATTENTION ALL REQUEST FOR BID HOLDERS**

### **RFB NO. 107118 - ADDENDUM NO. 1**

**METAL FABRICATION WORK @ SHOOTING RANGE  
DANE COUNTY LAW ENFORCEMENT TRAINING CENTER  
5184 STATE ROAD 19  
WAUNAKEE, WISCONSIN**

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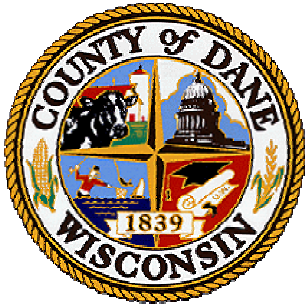
**BIDS DUE: THURSDAY, AUGUST 30, 2007 at 2:00 PM. DUE DATE AND TIME ARE NOT CHANGED BY THIS ADDENDUM.**

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

### **PLEASE NOTE THE FOLLOWING CHANGES:**

- Formatting changed
- BID FORM -- 1 page inserted
- PUBLIC WORKS CONTRACT -- "SAMPLE" added
- SAMPLE PERFORMANCE BOND -- 2 pages inserted
- Index was changed and pages added to include:
  - Fair Labor Practices Certification – 1 page inserted
  - Section added in Conditions of Contract: Compliance with Fair Labor Standards
  - Sections added in Supplementary Conditions: Sample document G703 and Contractor Wage Affidavit
  - Line added in Instructions To Bidders: "I. Bidding organizations must submit..."



## CONSTRUCTION DOCUMENTS PROJECT MANUAL

DANE COUNTY DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION  
ROOM 425, CITY-COUNTY BUILDING  
MADISON, WISCONSIN 53703

### REQUEST FOR BIDS NO. 107118 METAL FABRICATION WORK @ SHOOTING RANGE DANE COUNTY LAW ENFORCEMENT TRAINING CENTER 5184 STATE ROAD 19 WAUNAKEE, WISCONSIN

\*\*\*A bidders site tour will be held on Wednesday, August 22, 2007 at 10:00 AM at Dane County Law Enforcement Training Center. This tour will go until approximately 11:00 PM. Bidders are strongly encouraged to attend this tour, however attendance is optional.

Opening Date: **Thursday, August 30, 2007**

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

Time: **2:00 P.M.**

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

Location: **ROOM 425, CITY-COUNTY BUILDING**

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FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

ROB NEBEL, PROJECT MANAGER  
DANE COUNTY DEPARTMENT OF PUBLIC WORKS,  
HIGHWAY & TRANSPORTATION  
1919 ALLIANT ENERGY CENTER WAY  
MADISON, WISCONSIN 53713  
TELEPHONE NO.: 608/266-0119  
FAX NO.: 608/267-1533  
E-MAIL: NEBEL@CO.DANE.WI.US

## DOCUMENT INDEX FOR RFB NO. 107118

### PROCUREMENT AND CONTRACTING REQUIREMENTS

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

### DIVISION 1 - GENERAL REQUIREMENTS

01000 - Basic Requirements  
01058 - Recycling

### DIVISION 5 - METALS

05500 – Metal Fabrication

### DIVISION 6 - WOOD

06100 – Rough Carpentry

### DIVISION 9 - FINISHES

### DRAWINGS

SC-13 – Range 5 Layout  
SC-14 – Range 5 Sections

Baffle Details

### DANE COUNTY VENDOR REGISTRATION PROGRAM

All bidders / proposers wishing to submit a bid / proposal must be a *paid registered vendor* with Dane County. Prior to the bid / proposal opening, you can complete a registration form online by visiting our web site at [www.danepurchasing.com](http://www.danepurchasing.com), or you can obtain a Vendor Registration Form by calling 608/266-4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid / proposal to be considered for an award.

**LEGAL NOTICE**

**REQUEST FOR BIDS**

Sealed bids will be received by the Dane County Purchasing Division, Room 425, City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703, until:

**2:00 P.M., THURSDAY, AUGUST 30, 2007**

**BID NO. 107118**

**METAL FABRICATION WORK @ SHOOTING RANGE  
DANE COUNTY LAW ENFORCEMENT TRAINING CENTER  
5184 HWY. 19, TOWN OF WESTPORT**

Plans and Specifications may be obtained at the 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](http://www.countyofdane.com/pwht/bid). For additional information, contact Rob Nebel at 608-267-0119.

All bidders wishing to submit a bid must be registered with Dane County prior to bid opening. Complete a Vendor Registration Form online or obtain one by calling 608-266-4131.

**PUBLISH: August 6 and 13, 2007 – WISCONSIN STATE JOURNAL**

**August 13 and 20, 2007 – WESTERN BUILDER**

## **INSTRUCTIONS TO BIDDERS**

**METAL FABRICATION WORK @ SHOOTING RANGE  
DANE COUNTY LAW ENFORCEMENT TRAINING CENTER  
5184 STATE ROAD 19  
WAUNAKEE, 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  
[www.co.dane.wi.us/danedept/purch/rfpsbids/display.asp](http://www.co.dane.wi.us/danedept/purch/rfpsbids/display.asp)
- 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 furnishing all design expertise, labor, equipment, tools and materials necessary to perform all Work described in Construction Documents. Only firms with capabilities, experience and expertise with similar projects should submit bids.
- B. 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.
- C. Bidders shall not add any conditions, escalator clauses or qualifying statements to Bid Form.
- D. Erasures or other changes to Bid must be explained or noted, and shall be accompanied by initials of bidder.
- E. 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  
c/o Dane County Purchasing Agent  
210 Martin Luther King Jr. Blvd. - Room 425  
Madison, Wisconsin 53703
- F. Legally authorized official of bidder's organization must sign Bids.
- G. 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.

- H. Successful bidder shall furnish and pay for Performance / Payment Bond as called for in Conditions of Contract.
- I. Bidding organization must submit a completed Fair Labor Practices Certification form.

### **3. INQUIRIES**

- A. Written inquiries regarding intent of Construction Documents should be directed to:  
Rob Nebel, Project Manager  
Dane County Department of Public Works, Highway & Transportation  
1919 Alliant Energy Center Way, Madison, Wisconsin 53713  
Fax: 608/267-1533
- 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 , Steve Richards, 608-219-6339.
- B. Bidder shall carefully examine project site. Investigate all site conditions that may affect execution of Work as detailed in Construction Documents.

### **5. WITHDRAWAL OF BIDS**

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

### **6. BID OPENING**

- A. See Legal Notice (advertisement).

### **7. COMMENCEMENT AND COMPLETION OF WORK**

- A. Work shall commence by September 1, 2007.
- B. Work shall be completed by October 31, 2007.

### **8. 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. 107118**

**PROJECT: METAL FABRICATION WORK @ SHOOTING RANGE  
DANE COUNTY LAW ENFORCEMENT TRAINING CENTER**

**TO: DANE COUNTY PURCHASING AGENT  
210 MARTIN LUTHER KING, JR. BLVD. - ROOM 425  
MADISON, WISCONSIN 53703**

**LUMP SUM:**

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 Public Works must have this project completed by October 31, 2007. Assuming this Work can be started by September 1, 2007, 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)

# FAIR LABOR PRACTICES CERTIFICATION

Dane County Ordinance 25.11(28)

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

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

2. That PROPOSER, BIDDER OR APPLICANT 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 date this Certification is signed.

\_\_\_\_\_ 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 date this Certification is signed

Date Signed: \_\_\_\_\_

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

\_\_\_\_\_  
Business Name

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

**For Reference Dane County Ord. 28.11 (28) is as follows:**

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

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



**COUNTY OF DANE**

**PUBLIC WORKS CONTRACT**

Contract No. \_\_\_\_\_ Bid No. 107118

**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 furnish Metal Fabrication Work at Dane County Law Enforcement Training Center; and

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

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

- 1.** CONTRACTOR agrees to construct, for the price of \$ \_\_\_\_\_ the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid Form, Conditions of Contract, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by \_\_\_\_\_ (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Document Index, all of which are made a part hereof and collectively evidence and constitute the Contract.
- 2.** COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the Conditions of Contract, and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the Conditions of Contract.
- 3.** During the term of this Agreement, 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 Agreement. During the term of this Agreement 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 Agreement, 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 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 Agreement.

7. 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.

8. 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.

9. 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

\_\_\_\_\_  
Robert Ohlsen, County Clerk Date

# UNITED STATES FIDELITY AND GUARANTY COMPANY



## BID BOND

BOND NUMBER .....

### KNOW ALL MEN BY THESE PRESENTS:

THAT .....

..... of .....

....., as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto.....

as Oblige, in the full and just sum of.....

..... Dollars,  
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal is herewith submitting its proposal

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered.....  
(Date)

.....(SEAL)

.....(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

.....  
Attorney-in-fact

THE AMERICAN INSTITUTE OF ARCHITECTS



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):

SAMPLE

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:

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

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, 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 avail-

able 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 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.

**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 Con-

tractor 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:

## CONDITIONS OF CONTRACT

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#### 1. BIDS AND QUOTATIONS

- A. **Addressing of Bids.** Bids shall be addressed to the attention of Dane County Purchasing Agent and received at the Dane County Purchasing Division, 210 Martin Luther King, Jr. Blvd., Room 425, Madison, WI 53703, on or before the local time and date specified herein for the Bid Opening. Seal all bids in envelopes provided by Dane County or similar 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.
- 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 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 and hold the County and its Agencies and employees harmless 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 Purchasing Agent shall direct all required laboratory tests. The decision of the Purchasing Agent 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. The Contractor agrees to indemnify and hold the County, its officers, agents, servants, and employees harmless 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 there from, 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 the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

## **11. INSURANCE REQUIREMENTS**


- A. The Contractor shall indemnify, hold harmless and defend the 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 therefrom, 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 the County or any of its boards, commissions, agencies, officers, employees or 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. The Contractor either (1) shall require each of the subcontractors to procure and to maintain during the life of the subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of the type and in the same amount specified in the preceding paragraphs; or (2) insure that activities of the subcontractors in their own policy.
- G. The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."
- H. **County Provided Protection.** The County shall provide a Builder's Risk policy when applicable to the project. The County's Risk Manager, upon the Contractor's request, will make available the terms of this policy. By executing this contract, the Contractor warrants it is familiar with the terms of said policy.

## SUPPLEMENTARY CONDITIONS

### 1. APPLICATION & CERTIFICATE FOR PAYMENT

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


**AIA Document G702™ – 1992**

**Application and Certificate for Payment**

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

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

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

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

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

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

5. RETAINAGE:

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

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

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

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

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ \_\_\_\_\_  
(Line 6 less prior Certificates)

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

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ \_\_\_\_\_  
(Line 7 less Line 6)

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

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

CONTRACTOR:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 State of \_\_\_\_\_  
 County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:  
 My Commission expires: \_\_\_\_\_

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

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

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

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

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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 I 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 (YES/NO (DATE))	G TOTAL COMPLETED AND STORED TO DATE (D+d+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETENAGE (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.  
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**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.



## PART 1 GENERAL

### 1.1 SECTION SUMMARY

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

### 1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to fabricate and install one additional row of 15 baffles



on north and south face of structure. Baffles in deteriorated condition are to be repaired or replaced at discretion of the County. Baffles are to be mounted to trusses rigidly by welding galvanized angle to baffles and truss above.

B. Work by Owner: Not applicable.

C. Permits: Not applicable.

### 1.3 CONTRACTOR USE OF PREMISES

A. Limit use of premises to allow work by Contractors or Subcontractors and access by Owner.

### 1.4 APPLICATIONS FOR PAYMENT

A. Submit two (2) copies of each application on AIA Form G702 or approved contractors invoice form.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Payment Period: Monthly.

### 1.5 COORDINATION

A. 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.

### 1.6 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.

## 1.7 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.

## 1.8 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.

## 1.9 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.

## 1.10 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.

## 1.11 SHOP DRAWINGS

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

## 1.12 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.

#### 1.13 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.

#### 1.14 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.

#### 1.15 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.

#### 1.16 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.

#### 1.17 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.

#### 1.18 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.

1.19 PROTECTION OF INSTALLED WORK

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

1.20 PARKING

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

1.21 PROGRESS CLEANING

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

1.22 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.

1.23 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.24 PRODUCT OPTIONS

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

1.25 SUBSTITUTIONS

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

#### 1.26 STARTING SYSTEMS

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

#### 1.27 DEMONSTRATION AND INSTRUCTIONS

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

#### 1.28 CONTRACT CLOSEOUT PROCEDURES

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

#### 1.29 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.

1.30 ADJUSTING

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

1.31 OPERATION AND MAINTENANCE DATA

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

1.32 . SPARE PARTS AND MAINTENANCE MATERIALS

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

1.33 AS-BUILT DRAWINGS AND SPECIFICATIONS

- A. Contractor-produced Drawings and Specifications shall remain property of Contractor whether Project for which they are made is executed or not. Contractor shall furnish Public Works Project Engineer with original tracings of drawings and prints of specifications in reproducible format, one set of Drawings and Specifications and one set of as-builts drawings in AutoCAD 2004 (or lower), or manually drafted format and entire specification in Word 2000 (or lower) format on CD.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01508

### RECYCLING

#### PART 1 GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

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

###### B. Related Sections:

1. Section 01000 - Basic Requirements
2. Section 01500 - Temporary Facilities and Controls: Progress cleaning and waste removal
3. Section 02221 - Building Demolition
4. Section 02225 - Minor Demolition for Remodeling

##### 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. Concrete.
  - 7. Corrugated Cardboard.
  - 8. Metal.
  - 9. Carpet Padding.
  - 10. Gypsum Drywall.
  - 11. Barrels & Drums.
  - 12. Solvents.

#### 1.6 MATERIALS SORTING AND STORAGE ON SITE

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

#### 1.7 LISTS OF RECYCLING FACILITIES PROCESSORS AND HAULERS

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



1.8 WASTE MANAGEMENT PLAN FORM

A. Contractor Information:

Name: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_ Recycling Coordinator: \_\_\_\_\_

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

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



**DANE COUNTY DEPT. OF  
PUBLIC WORKS, HIGHWAY &  
TRANSPORTATION**

1919 Alliant Energy Center Way  
Madison, Wisconsin 53713  
Office: 608/266-4018 ♦ Fax: 608/267-1533  
Public Works Engineering Division  
Public Works Solid Waste Division

## **SCOPE OF WORK**

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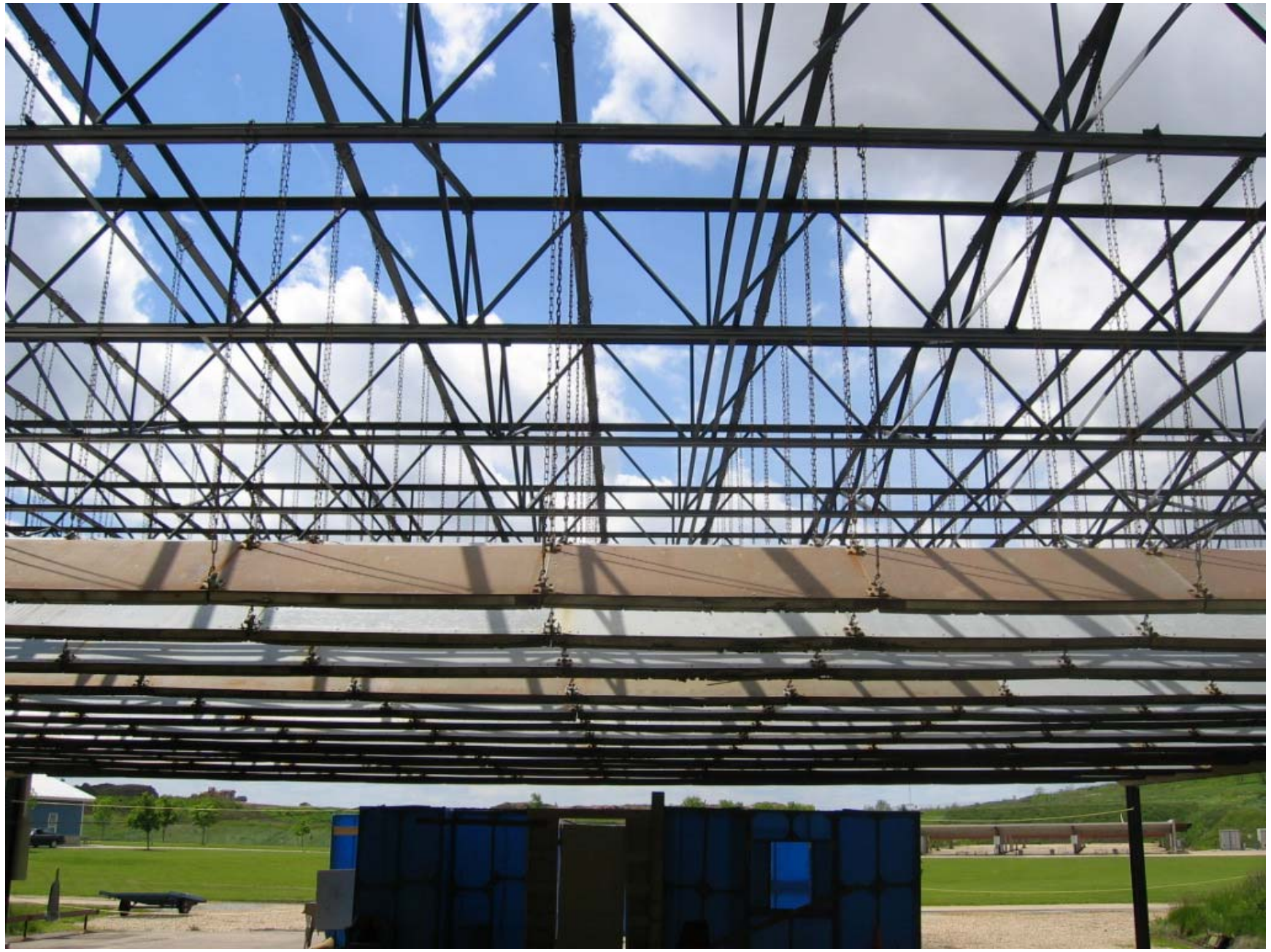
- A. Dane County is seeking repairs and modification to Range 5 for the Sheriff Department at the Dane County Law Enforcement Training Center to remedy the deteriorated conditions and improve functionality.
- B. Work Site: Dane County Law Enforcement Training Center  
5184 State Road 19  
Waunakee WI, 53597
- C. Specifics of Work:
  - 1. Approximately 240 baffles are suspended from truss system using light duty chain. Chains are to be replaced by 1 ½” x 1 ½” x 3/16” galvanized angle. Angle is to be welded to baffles and to steel truss above so that baffles are mounted rigid at the current height .
  - 2. One additional row of 15 baffles are to be constructed and installed on both the north and south sides of structure. The new additional rows are to be installed at a lower height to block more “blue sky” by an amount to be later determined by the County.
  - 3. Approximately 40 baffles are to be repaired. This includes the entire back row and also any baffles that are unusable when reinstalling. The County reserves the right to include any others that are deemed unsafe. Baffles are to be constructed of new green treated 2 x 4s and ¾” plywood. Steel plates may be reused.
- D. For photos see below. For original drawings of range see specifications document.



























## SECTION 05500

### METAL FABRICATIONS

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes: Miscellaneous metal as shown on Drawings and as specified, including items fabricated from iron and steel shapes, plates, bars, strips, tubes, pipes and castings which are not a part of structural steel or other metal systems in other Sections of these Specifications. Types of miscellaneous metal items include, but are not limited to, the following:
1. Carpenter's iron work.
  2. Steel gratings and frames.
  3. Steel pipe guards.
  4. Loose bearing plates.
  5. Miscellaneous framing and supports.
  6. Miscellaneous steel trim.
  7. Other items as indicated.

##### 1.02 SUBMITTALS

- A. Shop Drawings: Submit Drawings for the fabrication and erection of assemblies of Miscellaneous Metal Work, which are not completely shown by the Manufacturer's data sheets.
1. Include plans and elevations at not less than 1 inch to 1'-0" (25mm to 300mm) scale, and include details of sections and connections at not less than 3 inches to 1'-0" (75mm to 300mm) scale.
  2. Show anchorage and accessory items.

##### 1.03 QUALITY ASSURANCE

- A. Standards: Comply with the following, except as otherwise shown and specified:
1. AISC "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings."
  2. AISI "Specifications for the Design of Cold-Formed Steel Structural Members."
  3. AWS "Structural Welding Code-Steel."
  4. ASTM A6 "General Requirements for Delivery of Rolled Steel Plates Shapes, Sheet Piping and Bars for Structural Use."
- B. Qualifications: Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure."

##### 1.04 DELIVERY, STORAGE AND HANDLING

- A. Exercise care during unloading, storage and erection to avoid damage. Dumping on the ground is not permitted.
- B. Support material stored at the site completely free of the ground, and cover to avoid damage from the elements.

##### 1.05 PROJECT/SITE CONDITIONS

- A. Field Measurements: Take field measurements prior to preparation of Shop Drawings and fabrication, where possible, to ensure proper fitting of the Work. Allow for trimming and fitting wherever the taking of field measurements before fabrication might delay the Work.



## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. Steel Plates, Shapes and Bars: ASTM A36.
- B. Steel Bars and Bar-size Shapes: ASTM A36.
- C. Steel Tubing (Not-formed, Welded or Seamless): ASTM A500, Grade B (Fy = 46,000 psi) (317MPa).
- D. Cold-Finished Carbon Steel Bars: ASTM A108, Grade as selected by fabricator.
- E. Hot-rolled Carbon Steel Sheets and Strips: ASTM A568 and ASTM A569, pickled and oiled.
- F. Cold-rolled Carbon Steel Sheets: ASTM A611.
- G. Hot-dip Galvanized Steel Sheets: ASTM A526, with ASTM A525, G90 zinc coating.
- H. Cold-drawn Steel Tubing: ASTM A512, sunk drawn, butt welded, cold-finished and stress-relieved.
- I. Steel Pipe: ASTM A53, type as selected; Grade A. Black finish unless galvanizing is required. Standard weight, Schedule 40, unless otherwise shown or specified.
- J. Anchors:
  - 1. Masonry Anchorage Devices: Expansion shield, FS FF-S-325.
  - 2. Toggle bolts: Tumble-wing type, FS FF-B-588; type, class and style as required.
- K. Fasteners: Provide zinc-coated fasteners with galvanizing complying with ASTM A153 for exterior use or where built into exterior walls. Select fasteners for the type, grade and class required for the installation of miscellaneous metal items.
  - 1. Bolts and nuts: ASTM A307, Grade A, regular hexagon head.
  - 2. Bolts, hexagon and square: ANSI B-18.2.1.
  - 3. Bolts, round head: ANSI B-18.5.
  - 4. Lag bolts: FS FF-B-561, square head type.
  - 5. Wood screws: ANSI B-18.6.1, flat head carbon steel.
  - 6. Plain washers: FS FF-W-84, helical spring type carbon steel.
- L. Galvanizing: ASTM A123 for steel plates, bars and strips.
- M. Paint:
  - 1. Metal Primer: VOC compliant.
    - a. Interior Steel: Tnemec 10-99W (white).
    - b. Exterior Steel (exposed): Tnemec-Zinc 90-97.
  - 2. Galvanizing repair paint: High zinc dust content; MIL-P-21035 (Ships).

### 2.02 ACCESSORIES

- A. Inserts and Anchorages: Furnish inserts and anchoring devices to be set in concrete or built into masonry for installation of Miscellaneous Metal Work. Provide setting Drawings, templates, instructions and directions for installation of anchorage devices.

## 2.03 FABRICATION

- A. General: For fabrication of Miscellaneous Metal Work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness. Remove such blemishes by grinding or by welding and grinding, prior to cleaning, treating and application of surface finishes, including zinc coatings.
- B. Shop Assembly: Preassemble items in shop, when possible, to minimize field splicing and assembly of units at the site. Disassemble units only to extent necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- C. Workmanship:
1. Use materials of the size and thickness shown, or if not shown, of the required size and thickness to produce adequate strength and durability of the finished product for the intended use. Work to the dimensions of fabrication and support. Use type of materials shown or specified for various components of Work.
  2. Form exposed Work true to line and level with accurate angles, surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32 inch, unless otherwise shown. Form bent-metal corners to the smallest radius possible without causing grain separation or otherwise impairing the Work.
  3. Weld corners and seam continuously and in accordance with the recommendations of AWS. Grind exposed welds smooth and flush to match and blend with adjoining surfaces.
  4. Form exposed connections with hairline joints which are flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of the type shown, or if not shown, use Phillips flat-head (countersunk) screws or bolts.
  5. Provide for anchorage of type shown, coordinated with supporting structure and the progress schedule. Fabricate as required to provide adequate support for the intended use of the Work.
  6. Cut, reinforce, drill and tap Miscellaneous Metal Work as may be required to receive finish hardware and similar items of Work.
  7. Use hot-rolled steel bars for Work fabricated from bar stock, unless Work is indicated to be fabricated from cold-rolled, or cold-finished stock.
- D. Carpenter's Iron Work:
1. Furnish bent or otherwise custom fabricated bolts, plates, anchors, hangers, dowels and other miscellaneous steel and iron shapes as required for framing and supporting woodwork, and for anchoring or securing woodwork to concrete or other structures. Straight bolts and other stock rough hardware are specified in Division 6 Sections.
  2. Manufacture or fabricate items of sizes, shapes and dimensions required. Furnish malleable iron washers for heads and nuts which bear on wood structural connections; elsewhere, furnish steel washers.
- E. Miscellaneous Framing and Supports:
1. Provide miscellaneous steel framing and supports which are not a part of the structural steel framework, as required to complete Work.
  2. Fabricate miscellaneous units to sizes, shapes and profiles shown, or if not shown, of the dimensions required to receive adjacent grating, plates, doors or other Work to be retained by the framing. Except as otherwise shown, fabricate from structural steel shapes and plates and steel bars of all welded construction using mitered corners, welded brackets and splice plates, and a minimum number of joints for field connection. Cut, drill and tap units to receive hardware and similar items to be anchored to the Work.
  3. Equip units with integrally welded anchor straps for casting into concrete or building into masonry wherever possible. Furnish inserts if units must be installed after concrete is poured. Except as otherwise shown, space anchors 24 inches (600mm) o.c., and provide minimum anchor units of 1-1/4 inch x 1/3 inch x 8 inch (32mm x 8mm x 200mm) steel straps.

- F. Miscellaneous Steel Trim: Provide shapes and sizes as required for the profiles shown. Except as otherwise noted, fabricate units from structural steel shapes and plates and steel bars, with continuously welded joints and smooth exposed edges. Use concealed field splices wherever possible. Provide cutouts, fittings and anchorages as required for coordination of assembly and installation with other Work.

#### 2.04 FINISHING

- A. Galvanizing: Comply with ASTM A123 and A153 for the hot-dip process after fabrication.
- B. Shop Painting:
  - 1. Shop paint Miscellaneous Metal Work, except those members or portions of members to be embedded in concrete or masonry, surfaces and edges to be field welded, and galvanized surfaces, unless otherwise indicated.
  - 2. Remove scale, rust and other deleterious materials before shop coat of paint is applied. Clean in accordance with SSPC SP-2, SP-3, or SP-7, as required. Remove oil, grease and similar contaminants in accordance with SSPC SP-1.
  - 3. Apply one shop coat of metal primer paint to fabricated metal items, except apply 2 coats of paint to surfaces which are inaccessible after assembly or erection.
  - 4. Immediately after surface preparation, brush or spray on metal primer paint in accordance with Manufacturer's instructions, and to provide a uniform dry film thickness of 2 mils for each coat.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verification of Conditions: Examine subsurfaces to receive Work and report detrimental conditions in writing to County. Commencement of Work will be construed as acceptance of subsurfaces.
- B. Coordination: Coordinate with other Work which affects, connects with, or will be concealed by this Work.

#### 3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply items required to be cast into concrete or embedded in masonry with setting templates to appropriate Trades.

#### 3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Allow for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components indicated on Shop Drawings.
- D. Perform field welding in accordance with AWS D1.1.
- E. Obtain County approval prior to site cutting or making adjustments not scheduled.
- F. After erection, prime welds, abrasions, and surfaces not shop primed and galvanized members, except surfaces to be in contact with concrete.

3.04 ERECTION TOLERANCES

- A. Maximum Variation from Plumb: 1/4 inch (6mm) per story, non-cumulative.
- B. Maximum Offset from True Alignment: 1/4 inch (6mm).

3.05 CLEANING

- A. During the course of the Work and on completion, remove and dispose of excess materials, equipment and debris away from premises. Leave Work in clean condition in accordance with Section 01500.

END OF SECTION

**SECTION 06100**  
**ROUGH CARPENTRY**

**PART 1        GENERAL**

1.01    SUMMARY

- A.        Section Includes: Rough carpentry as shown on the Drawings and as specified herein.

1.02    QUALITY ASSURANCE

- A.        Identify each piece of lumber or plywood used for structural framing with grade and trade mark of a lumber grading organization. Trade mark of manufacturer shall also appear on each piece.
- B.        Grading Rules: Conform with applicable requirements of American Lumber Standards "Simplified Practice Recommendation R-16" and to grading rules of manufacturer's association under whose rules the lumber is produced.
- C.        Standards: Conform with requirements of American Plywood Association, U. S. Dept. of Commerce Commercial Standards and American Wood Preservers Association Standards, as they apply.

1.03    DELIVERY, STORAGE AND HANDLING

- A.        Packing and Shipping: Deliver materials to site in manufacturer's original unopened packaging with labels intact.
- B.        Storage: Store off ground to assure adequate ventilation, and protect against damage while stored at the site.
- C.        Handling: Comply with manufacturer's instructions.

1.04    PROJECT CONDITIONS

- A.        Environmental Requirements: Store materials for which a maximum moisture is specified in areas where humidity can be controlled.

**PART 2        PRODUCTS**

2.01    LUMBER MATERIALS

- A.        Species: Hem Fir. All sides shall be surfaced.
- B.        Lumber Grades: As follows unless noted differently on the Structural Drawings:
  - 1.        Misc. blocking, bridging, etc: Utility.



- C. Moisture Content: Lumber shall be air-dried or kiln-dried. At time of installation, moisture content, expressed as a percentage of the weight of the oven-dry wood, shall not exceed 19 percent for lumber of up to two inch nominal thickness. Moisture content of lumber over two inches nominal thickness shall conform to the rules of the association under which it is graded.

## 2.02 SHEATHING MATERIALS

- A. Plywood: Each panel of softwood plywood shall be identified with the APA grade-trademark and shall meet the requirements of PS-1-83 for softwood plywood.
- B. Panel thickness and identification index shall be as shown on the Drawings and as specified and shall also be stamped on each piece of plywood.

## 2.03 ACCESSORIES

- A. Nails: Common wire, galvanized for exterior Work, meeting FS FF-N-101 of the sizes indicated on the Drawings.
- B. Screws: Standard domestic manufacture, bright steel, except galvanized for exterior use and of brass, bronze, aluminum or stainless steel when used to attach items made of those materials. Screws used for attaching interior trim and finish to drywall partitions shall be Type S self-drilling, self-tapping anodized steel drywall screws of required lengths as specified in Section 09250.
- C. Toggle Bolts: FS FF-B-588.

# PART 3 EXECUTION

## 3.01 INSTALLATION

- A. Wood Backing: Provide wood backing or blocking indicated or required for installation and attachment of work of other trades.
- B. Connections: Subdrill where necessary to avoid splitting.
- C. Screws: Subdrill, use square plate or malleable iron washer under lag screw heads when they bear on wood.

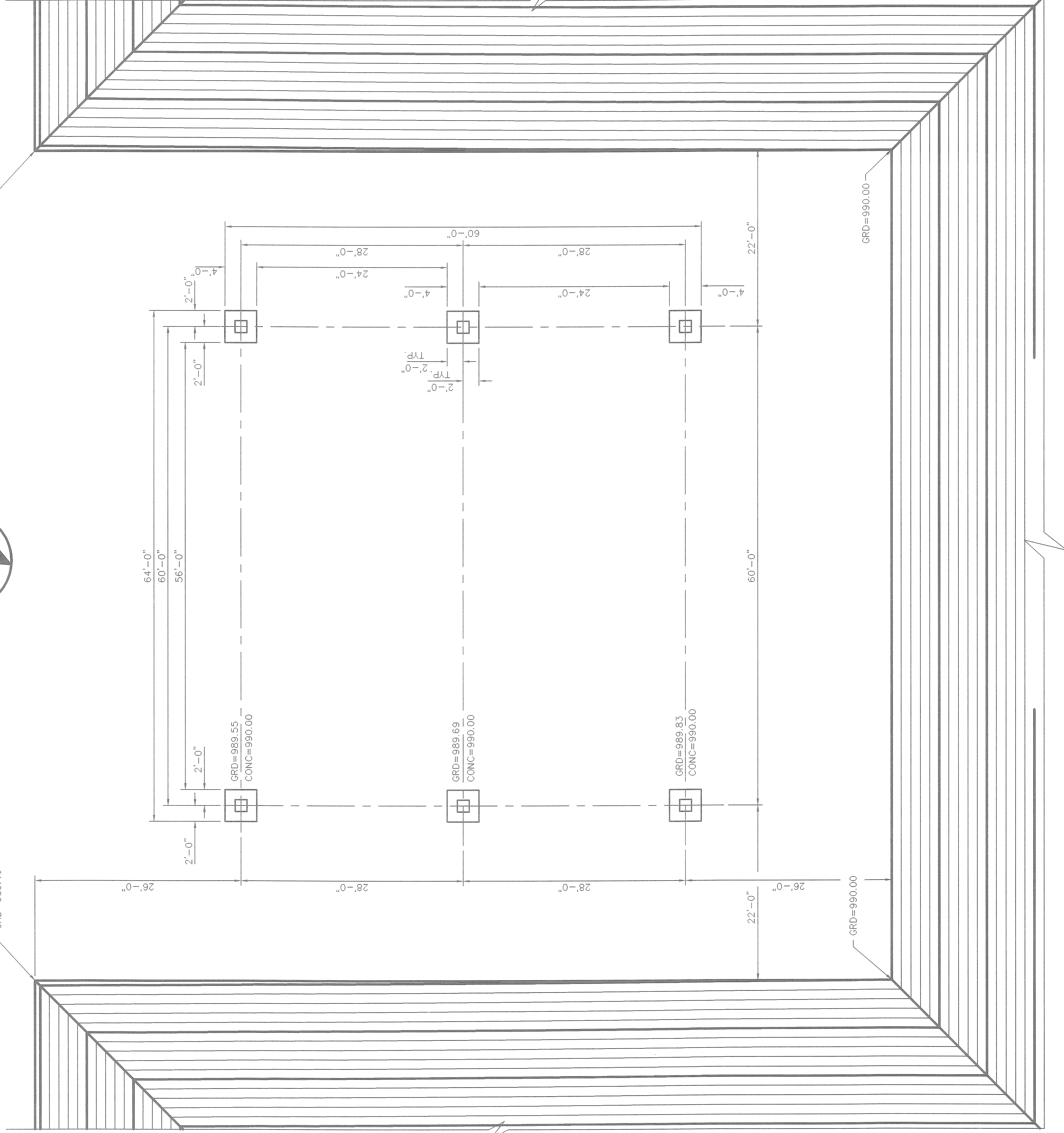
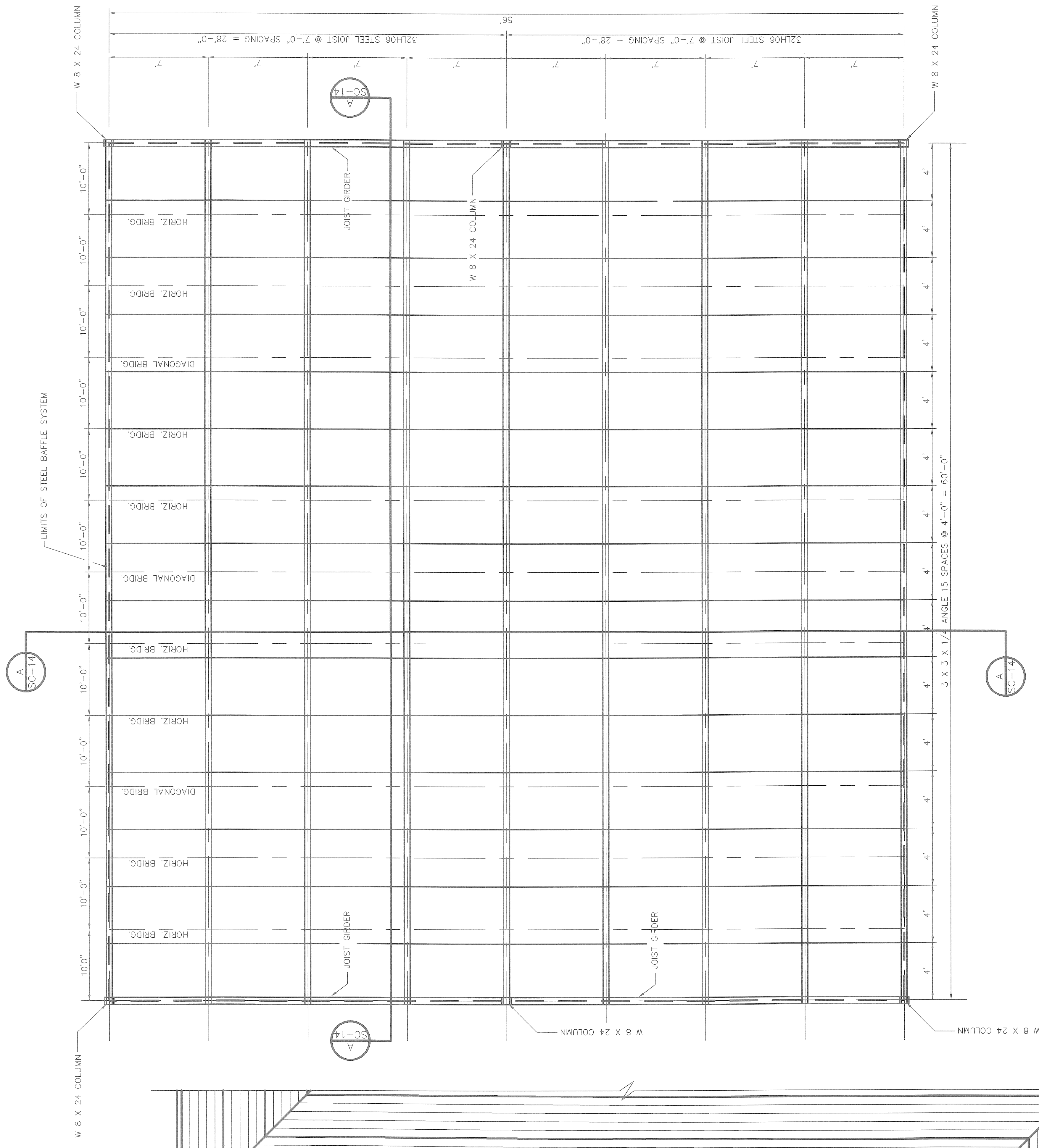
## 3.02 CLEANING

- A. During the course of the Work and on completion, remove excess materials, equipment and debris and dispose of away from premises. Leave Work in clean condition in accordance with Section 01500.

END OF SECTION

**RANGE 5 TACTICAL BAY FRAMING PLAN**

SCALE: 1/4"=1'-0"



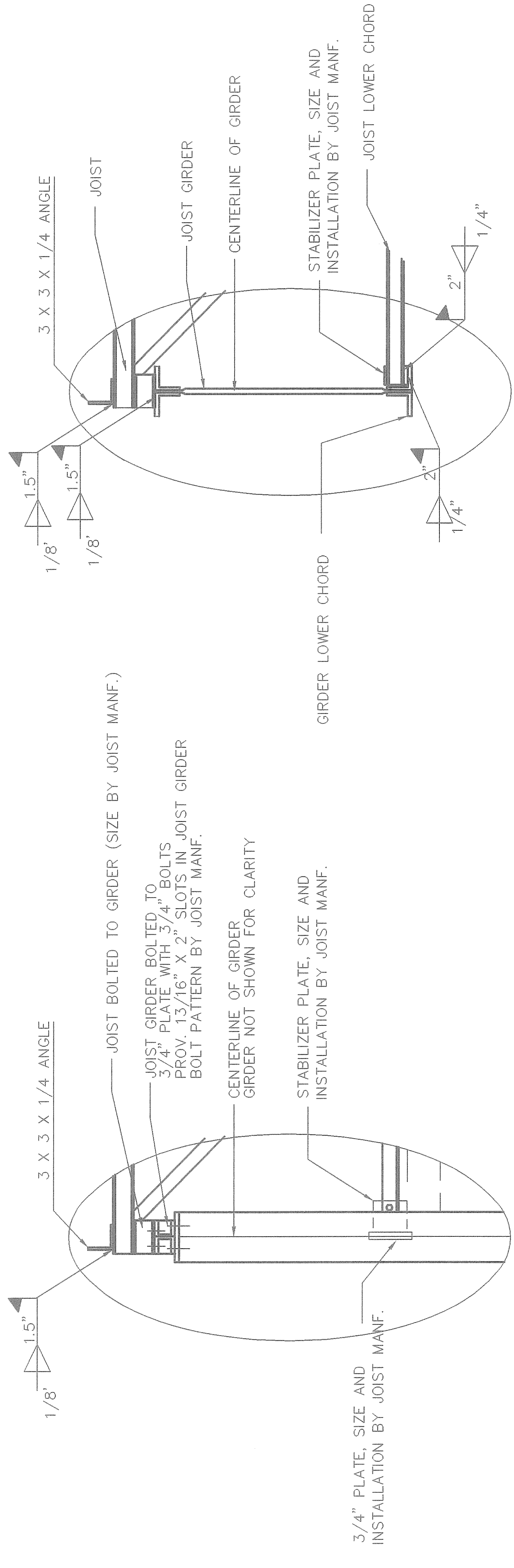
**RANGE 5  
TACTICAL BAY LAYOUT**

SCALE: 1/8"=1'-0"

**LEGEND**

- SECTION DETAIL
- SECTION DETAIL
- SHEET LOCATION
- SECTION DETAIL
- C.J.= CONTROL JOINT
- NOTE: ALL GRD. AND CONC. GRADES ARE THE SAME FOR THE OTHER SUPPORT UNLESS INDICATED BY A NUMERICAL ROW, UNLESS OTHERWISE NOTED.
- SEE SHEET SC-14 FOR FOUNDATION & CONNECTION DETAILS.
- ALL JOIST GRIDDERS TO BE DESIGN BY MANUFACTURER, DEPTH = 32 INCHES
- DESIGN LOADS:
  - DEAD LOADS = 8 PSF + JOIST WT.
  - LIVE LOAD = 30 PSF SNOW
  - = 30 PSF UPLIFT (WIND)





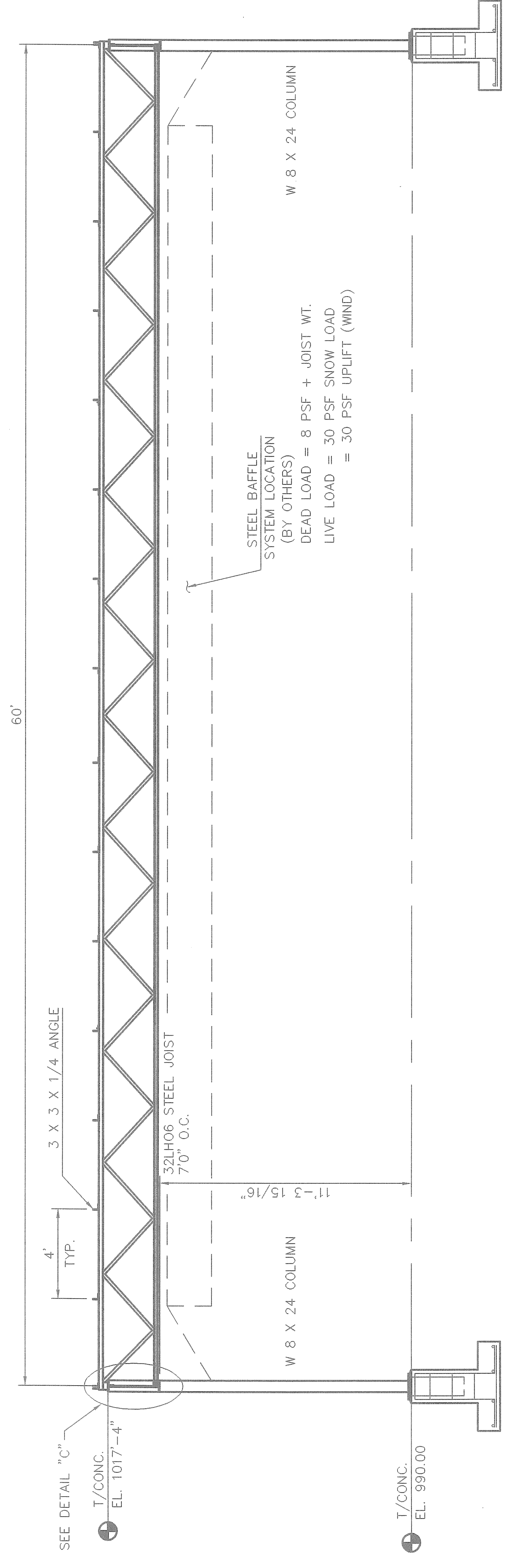
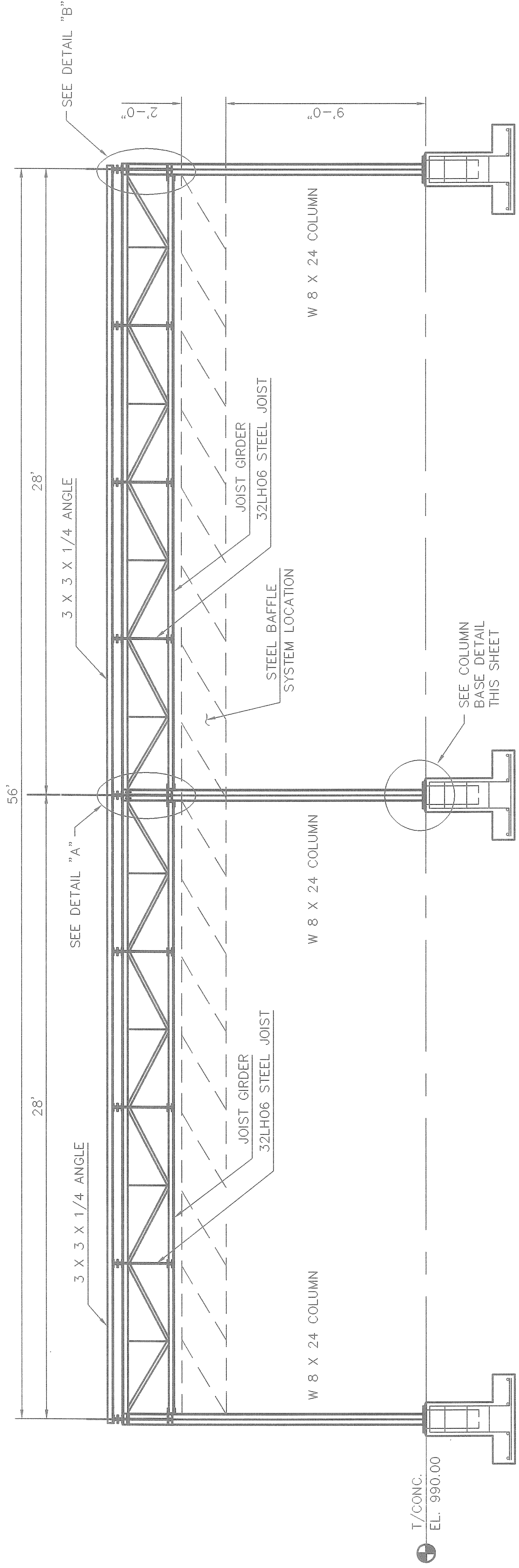
**DETAIL "A"**  
NOT TO SCALE

**DETAIL "B"**  
NOT TO SCALE

**DETAIL "C"**  
NOT TO SCALE

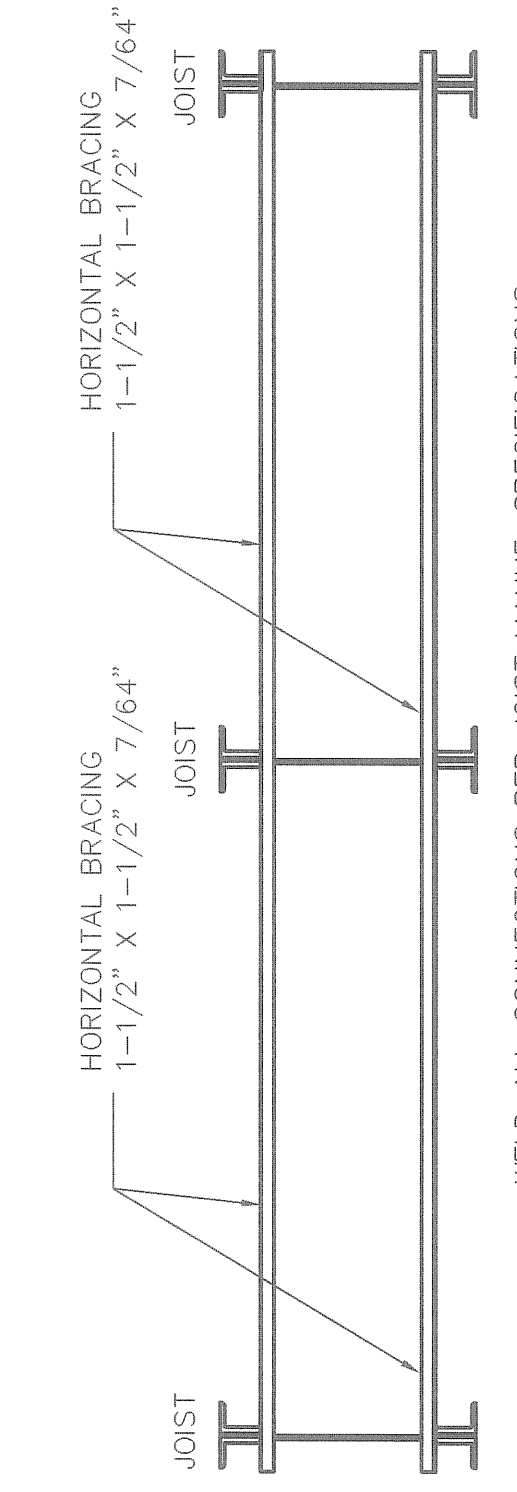
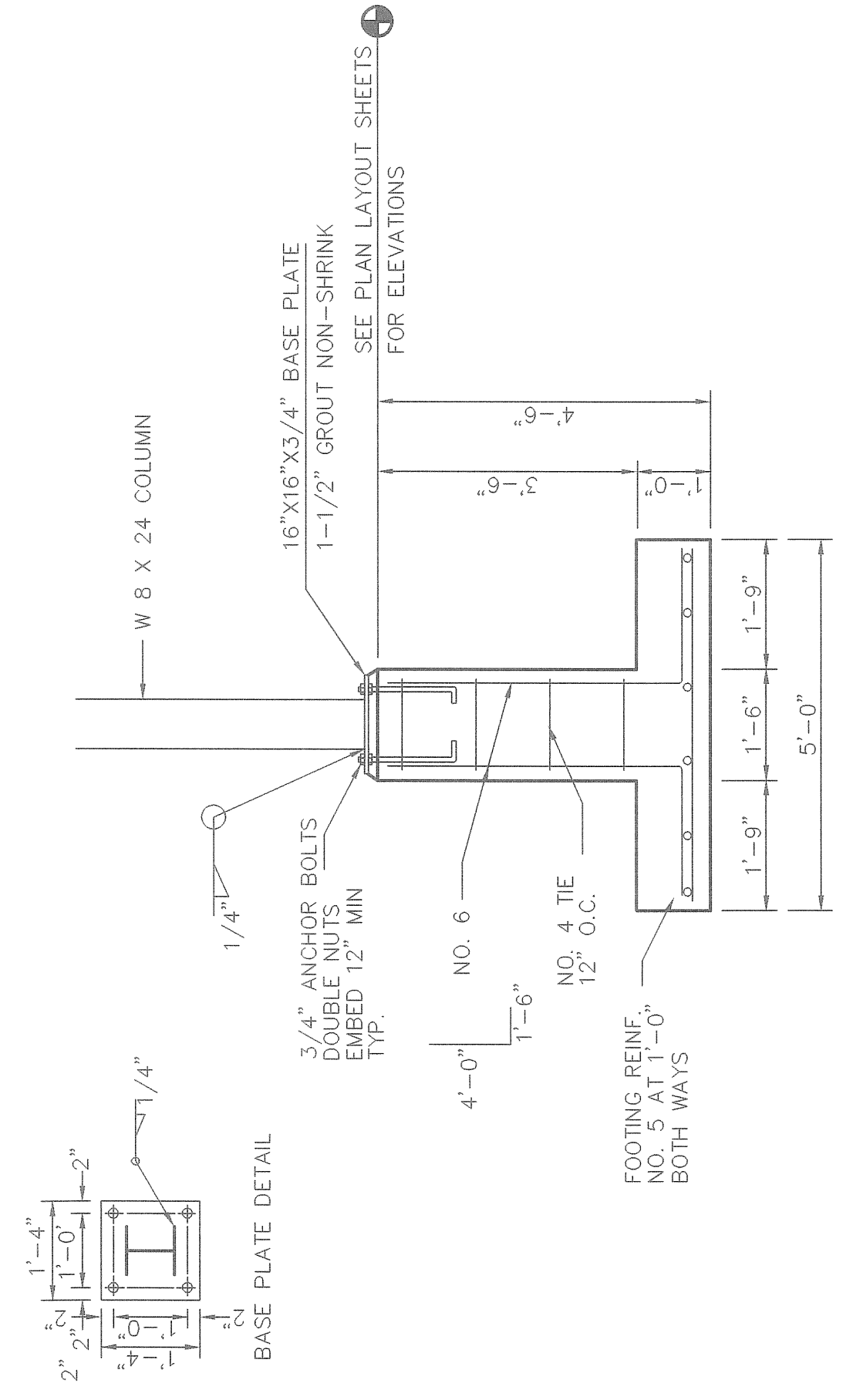
JOIST AT GIRDER CONNECTION

JOIST AT COLUMN CONNECTION

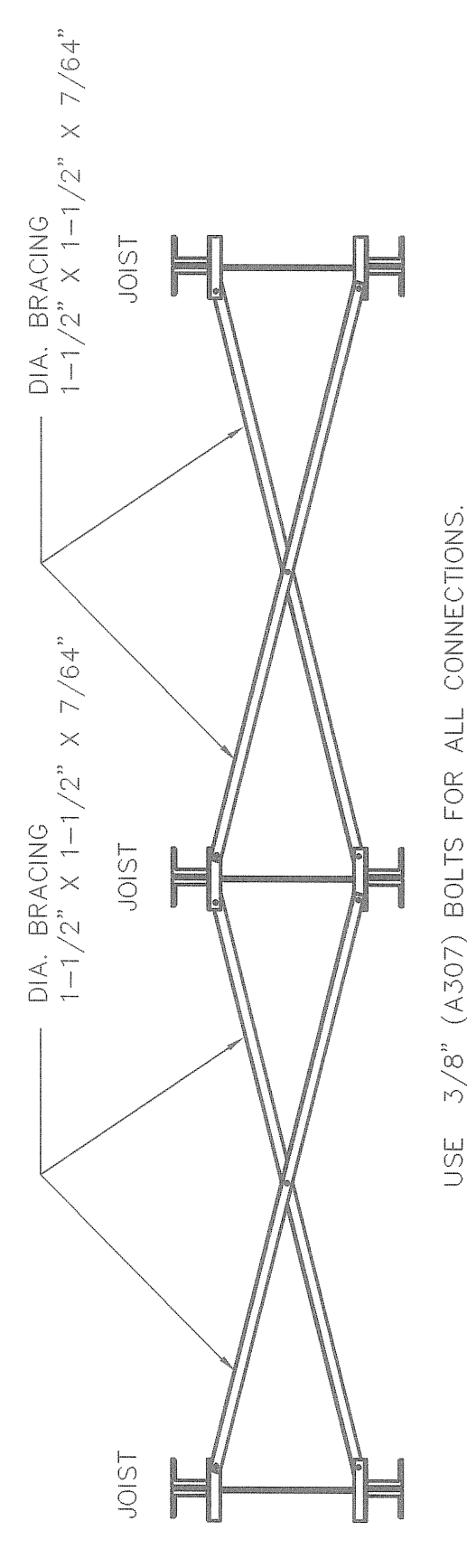


**B**  
SC-14

**A**  
SC-14

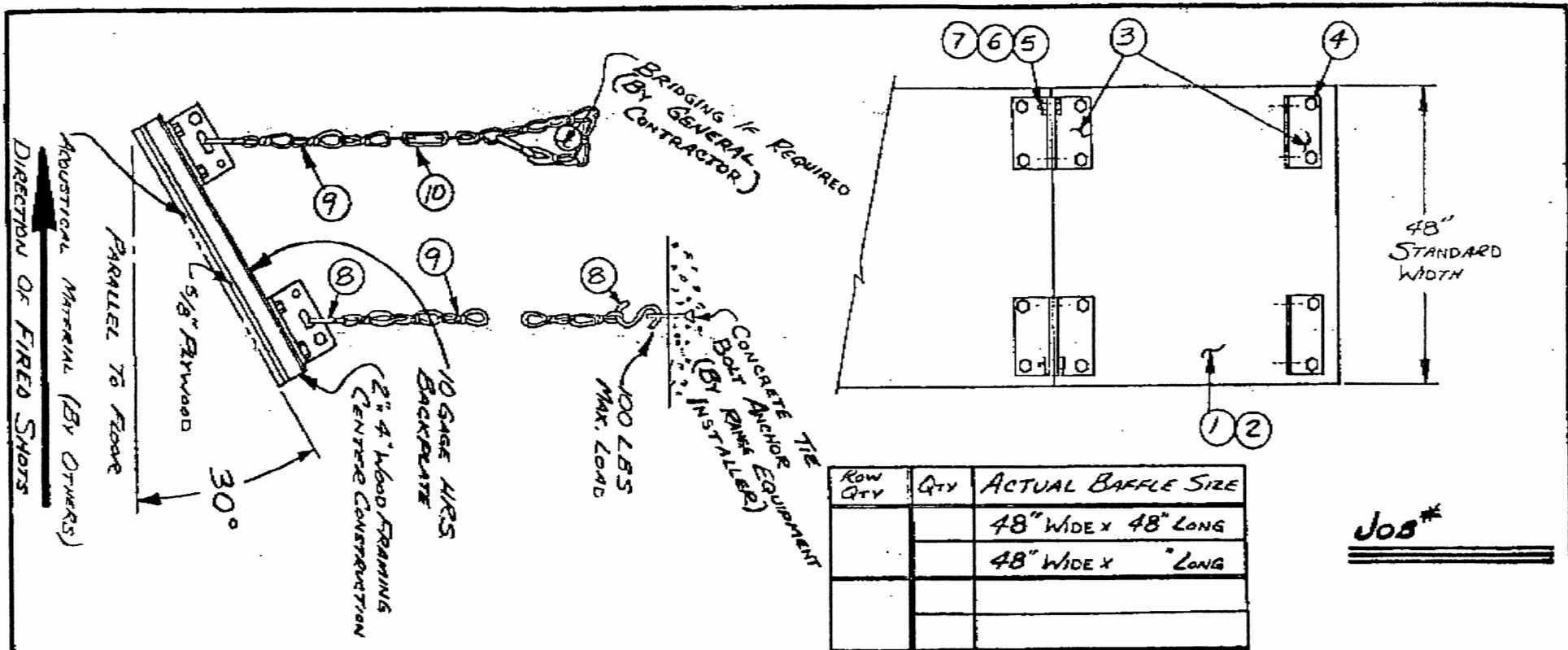


**HORIZONTAL BRACING DETAIL**  
NOT TO SCALE



**DIAGONAL BRACING DETAIL**  
NOT TO SCALE

**FOOTING DETAIL**  
SCALE: 1/4" = 1'-0"



ITEM	DESCRIPTION
10	TURNBUCKLE WITH HOOK ENDS
9	#2/0 TWIN LOOP CHAIN
8	"S" HOOK PERLESS #36
7	3/8 DIA LOCKWASHER SPLIT
6	3/8-16 Hex NUT
5	3/8-16 Hex Hd Bolt x 1" LG
4	3/8-1 1/2" LG LAG BOLT
3	BAFFLE ANGLE
2	SPECIAL BAFFLE
1	STANDARD 48" x 48" BAFFLE

WHEN INSTALLING AIR-SPACE BAFFLES, LOCATE AND HANG CHAINS FROM VERTICAL SUSPENSION POINT (SEE DRAWING). THEN LIFT 48" X 48" SECTION AND ATTACH INTO "S" HOOK. TAKING ANOTHER 48" X 48" SECTION REPEAT THE PROCESS BUT TAKE TIME TO BOLT ITEM #3 TOGETHER. DO THIS METHOD FOR THE REST OF THE ROW. LAST, CLOSE ALL "S" HOOKS AND ADJUST TURNBUCKLES TO PROPER ANGLE. ACOUSTICAL CONTRACTOR CAN THEN ADD ACOUSTICAL TREATMENT AS REQUIRED. ALSO CLOSE & LOCK EYEBOLTS

<b>C CASWELL</b>			
1321 MARSHALL ST. S.E. MEMPHIS, MISS. 38112 • 615-279-5000			
SEALS	None	REVISIONS	BY
DATE	8-5-80		
BY	MRS		
AIR SPACE BAFFLE 48" x 48" STANDARD			13-996-1