



RFB NO. 318005

CONSTRUCTION DOCUMENTS PROJECT MANUAL

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

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

REQUEST FOR BIDS NO. 318005 JOB CENTER ROOF ACCESS IMPROVEMENTS DANE COUNTY JOB CENTER 1819 ABERG AVENUE MADISON, WISCONSIN

Due Date / Time: **TUESDAY, JUNE 16, 2020 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

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

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

ERIC URTESE, AIA, PROJECT MANAGER

TELEPHONE NO.: 608/266-4798

FAX NO.: 608/267-1533

E-MAIL: urtes.eric@countyofdane.com

SECTION 00 01 10

TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 01 01 - Project Manual Cover Page
- 00 01 10 - Table of Contents
- 00 11 16 - Invitation to Bid
- 00 21 13 - Instructions to Bidders
- 00 41 13 - Bid Form
- 00 52 96 - Sample Public Works Construction Contract
- 00 61 12 - Sample Bid Bond
- 00 61 13.13 - Sample Performance Bond
- 00 61 13.16 - Sample Payment Bond
- 00 72 12 - Conditions of Contract
- 00 73 00 - Supplementary Conditions
- 00 73 11 - Fair Labor Practices Certification
- 00 73 12 - Best Value contractor Application

DIVISION 01 - GENERAL REQUIREMENTS

- 01 00 00 - General Requirements
- 01 74 19 - Construction Waste Management, Disposal & Recycling

DIVISION 02 - EXISTING CONDITIONS

- 02 41 19 - Selective Structure Demolition

DIVISION 05 - METALS

- 05 40 00 - Cold-Formed Metal Framing
- 05 51 19 - Metal Grating Ladders

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

- 07 72 20 - Roof Hatches

DRAWINGS

Plot drawings on 8.5" x 11" (ANSI A) paper for correct scale or size.

- Sheet G1.0 – Cover Sheet and Index of Drawings
- Sheet A2.0 – Plans and Sections
- Sheet S001 – Structural Plan and General Notes

END OF SECTION

SECTION 01 11 16

INVITATION TO BID

LEGAL NOTICE

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

2:00 P.M., TUESDAY, JUNE 16, 2020

RFB NO. 318005

JOB CENTER ROOF ACCESS IMPROVEMENTS

DANE COUNTY JOB CENTER

1819 ABERG AVENUE, MADISON, WI

Dane County is inviting Bids for construction services for installation of a new roof hatch and ships ladder for roof access at the Dane County Job Center. Installation is located inside of an existing garage bay. Only firms with capabilities, experience & expertise with similar projects should obtain this Request for Bids (RFB) document & submit Bids.

RFB document may be obtained after **2:00 p.m. on May 7, 2020** by downloading it from bids-pwht.countyofdane.com. Please call Eric Urtes, AIA, Project Mgr., at 608/266-4798, or urtes.eric@countyofdane.com, for any questions or additional information.

A pre-bid facility tour will be held May 28, 2020 at 10:00 a.m. at the Dane County Job Center, starting in the garage on the eastern side of the building. Bidders are strongly encouraged to attend this tour.

PUBLISH: MAY 5 & MAY 12, 2020 - WISCONSIN STATE JOURNAL

MAY 6 & MAY 13, 2020 - THE DAILY REPORTER

END OF SECTION

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

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

1. GENERAL

- A. Before submitting Bid, bidder shall thoroughly examine all Construction Documents. Successful Bidder shall be required to provide all the Work that is shown on Drawings, set forth in Specifications, or reasonably implied as necessary to complete Contract for this project.
- B. Bidder shall visit site to become acquainted with adjacent areas, means of approach to site, conditions of actual site and facilities for delivering, storing, placing, and handling of materials and equipment.
- C. Pre-bid meeting is scheduled on May 28, 2020 at 10:00 a.m. at the Dane County Job Center, 1819 Aberg Avenue, Madison, starting in the garage on the eastern side of the building. Attendance by all bidders is optional, however bidders and subcontractors are strongly encouraged to attend.
- D. Failure to visit site or failure to examine any and all Construction Documents will in no way relieve successful Bidder from necessity of furnishing any necessary materials or equipment, or performing any work, that may be required to complete the Work in accordance with Drawings and Specifications. Neglect of above requirements will not be accepted as reason for delay in the Work or additional compensation.

2. DRAWINGS AND SPECIFICATIONS

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

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

3. INTERPRETATION

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

4. QUALIFICATIONS OF BIDDER (CONTRACTOR AND SUBCONTRACTOR)

- A. Before award of Contract can be approved, Owner shall be satisfied that Bidder involved meets following requirements:
 - 1. Has completed at least one (1) project of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications.
 - 2. Maintains permanent place of business.
 - 3. Can be bonded for terms of proposed Contract.
 - 4. Meets all applicable Best Value Contractor requirements.
 - 5. Has record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by bidder will include:
 - a. Completed contracts in accordance with drawings and specifications.
 - b. Diligently pursued execution of work and completed contracts according to established time schedule unless Owner grants extensions.
 - c. Fulfilled guarantee requirements of construction documents.
 - d. Is not presently on ineligible list maintained by County's Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements.
 - e. Authorized to conduct business in Wisconsin. By submitting Bid, bidder warrants that it has: complied with all necessary requirements to do business in State of Wisconsin; that persons executing contract on its behalf are authorized to do so; and, if corporation, that name and address of bidder's registered agent are as set forth in Contract. Bidder shall notify Owner immediately, in writing, of any change in its registered agent, their address, and bidder's legal status. For partnership, term "registered agent" shall mean general partner.
- B. County's Public Works Project Manager will make such investigations as are deemed necessary to determine ability of bidder to perform the Work, and bidder shall furnish to

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

5. BID GUARANTEE

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

6. WITHDRAWAL OF BIDS

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

7. CONTRACT FORM

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

8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS

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

not affect application and enforcement of Wisconsin Statute 946.13 by state prosecutors in criminal courts of this state.

9. EMERGING SMALL BUSINESS PROVISIONS

- A. Not Applicable.

10. METHOD OF AWARD - RESERVATIONS

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

11. SECURITY FOR PERFORMANCE AND PAYMENTS

- A. Simultaneous with delivery of signed Contract, Bidder shall be required to furnish Performance and Payment Bonds as specified in Article 2 of Conditions of Contract, "Guarantee and Bond". Surety Company shall be licensed to do business in Wisconsin. Performance and Payment Bonds must be dated same date or subsequent to date of Contract. Performance and Payment Bonds must emulate information in Sample Performance and Payment Bonds in Construction Documents.
- B. Provide certified copy of power of attorney from Surety Company showing that agent who signs Bond has power of attorney to sign for Surety Company. Secretary or Assistant Secretary of company must sign this certification, not attorney-in-fact. Certification must bear same or later date as Bond. Power of Attorney must emulate model power of attorney information detailed in Sample Performance and Payment Bonds.
- C. If Bidder is partnership or joint venture, State certified list, providing names of individuals constituting partnership or joint venture must be furnished. Contract itself may be signed by one partner of partnership, or one partner of each firm comprising joint venture, but Performance and Payment Bonds must be signed by all partners.
- D. If Bidder is corporation, it is necessary that current certified copy of resolution or other official act of directors of corporation be submitted showing that person who signs Contract is authorized to sign contracts for corporation. It is also necessary that corporate seal be affixed to resolution, contract, and performance and payment bonds. If your corporation has no seal, it is required that above documents include statement or notation to effect that corporation has no seal.

12. TAXES

- A. Wisconsin Statute 77.54 (9m) allows building materials that become part of local unit government facilities to be exempt from sales & use tax. Vendors & materials suppliers may not charge Bidders sales & use tax on these purchases. This does not include highways,

streets or roads. Any other Sales, Consumer, Use & other similar taxes or fees required by law shall be included in Bid.

- B. In accordance with Wisconsin Statute 71.80(16)(a), successful nonresident bidder, whether incorporated or not, and not otherwise regularly engaged in business in this state, shall file surety bond with State of Wisconsin Department of Revenue payable to Department of Revenue, to guarantee payment of income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld from wages of employees, together with any penalties and interest thereon. Amount of bond shall be three percent (3%) of Contract or subcontract price on all contracts of \$50,000 or more.

13. SUBMISSION OF BIDS

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

14. SUBCONTRACTOR LISTING

- A. Bidders shall be required to submit list of major subcontractors for General Construction, Plumbing, HVAC, and Electrical work proposed for this project to include committed prices

for each subcontractor. List shall be placed in separate sealed envelope that must be clearly identified as "Major Subcontractor List", for named project and name of Bidder submitting it. County must receive envelope no later than date by which successful Bidder is required to submit his or her signed Contract, as established in Construction Documents.

15. ALTERNATE BIDS

A. Not Applicable.

16. INFORMATIONAL BIDS

A. Not Applicable.

17. UNIT PRICES

A. Not Applicable.

18. COMMENCEMENT AND COMPLETION

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

19. WORK BY OWNER

A. Not Applicable.

20. SPECIAL HAZARDS COVERAGE

A. Not Applicable.

Name of Bidding Firm: _____

SECTION 00 41 13

BID FORM

BID NO. 318005

**PROJECT: JOB CENTER ROOF ACCESS IMPROVEMENTS
DANE COUNTY JOB CENTER**

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

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

BASE BID - LUMP SUM:

Dane County is inviting Bids for construction services for a hatch and ships ladder for roof access to the Dane County Job Center. 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 Department of Administration must have this project completed by December 4, 2020. Assuming this Work can be started by August 3, 2020, what dates can you commence and complete this job?

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

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

(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

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

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

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

The undersigned agrees to be qualified as a Best Value Contractor or will prove their exemption. New or updated applications are due on or before Bid Due Date / Time; qualification or rejection will be complete within five (5) business days after Bid Due Date.

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

SIGNATURE: _____
(Bid is invalid without signature)

Print Name: _____ Date: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

END OF SECTION

THIS PAGE IS FOR BIDDERS' REFERENCE
DO NOT SUBMIT WITH BID FORM.

BID CHECK LIST:

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

Bid Form

Bid Bond

Fair Labor Practices Certification

DANE COUNTY BEST VALUE CONTRACTING QUALIFICATION

General Contractors & all Subcontractors must be qualified as a Best Value Contractor with the Dane County Public Works Engineering Division. Qualification & listing is not permanent & must be renewed every 24 months. Complete a *Best Value Contracting Application* online at:

pwht.countyofdane.com/bvc_application.aspx

DANE COUNTY VENDOR REGISTRATION PROGRAM

All bidders are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an opportunity to receive notifications for RFBs & RFPs issued by the County and provides the County with up-to-date company contact information. Complete a new form or renewal online at:

danepurchasing.com/Account/Login?

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. _____ Bid No. 318005

Authority: 2020 RES - _____

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

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Deputy Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Roof Access Improvements at the Dane County Job Center, RFB No. 318005 ("the Project"); and

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

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

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

upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

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

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

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

7. 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.

8. 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.

9. NOT USED.

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 Deputy Public Works Director.

FOR COUNTY:

Joseph T. Parisi, County Executive Date

Scott McDonell, County Clerk Date

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT:**PROJECT:**

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

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

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

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

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

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

Signed and sealed this _____ day of _____

_____	(Contractor as Principal)	_____	(Seal)
(Witness)	_____	_____	(Title)
_____	(Surety)	_____	(Seal)
(Witness)	_____	_____	(Title)

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

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

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

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name _____
and Title: _____

Signature: _____

Name _____
and Title: _____

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

Sample

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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



AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

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

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name _____
and Title: _____

Signature: _____

Name _____
and Title: _____

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____

(Corporate Seal)

SURETY

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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

SECTION 00 72 12

CONDITIONS OF CONTRACT

TABLE OF CONTENTS

1. BIDS AND QUOTATIONS 1
2. GUARANTEE AND BOND 2
3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES 3
4. AWARDS 4
5. CONTRACT PROVISIONS 5
6. GENERAL GUARANTEE 9
7. IDENTICAL BIDDING 10
8. BINDING CONTRACTS 10
9. AFFIRMATIVE ACTION PROVISION AND MINORITY / WOMEN /
DISADVANTAGED BUSINESS ENTERPRISES 10
10. COMPLIANCE WITH FAIR LABOR STANDARDS 12
11. DOMESTIC PARTNERSHIP BENEFITS 12
12. INSURANCE REQUIREMENTS 12

1. BIDS AND QUOTATIONS

- A. **Addressing of Bids.** Bids shall be addressed to attention of Public Works Project Manager and received at Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, WI 53713, on or before local time and date specified herein for Bid Due Date. Seal all bids in envelopes and clearly mark front with bid number and reference to specified contents of bid. All uses of term “County” in Construction Documents shall mean Dane County.
- B. **Only One Copy Required.** Unless otherwise specified, only one copy of bid or quotation on prescribed Bid Form will be required.
- C. **Additional Data with Bid.** Bidder may submit, on firm’s letterhead only, additional data and information deemed advantageous to County. County shall hold optional 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 Dane County Department of Public Works, Highway & Transportation’s Bid Form. Obtain extra sets of Construction Documents from Dane County Department of Public Works, Highway & Transportation. All uses of term “Department” in Construction Documents shall mean Department of Public Works, Highway & Transportation, which is Dane County government unit.
- E. **Withdrawal or Late Bids.** County will not accept formal bids, amendments thereto, or requests for withdrawal of bid or any part thereof, after time of Bid Due Date.
- F. **Preparation and Submission.** All written bids, unless otherwise provided for, must be submitted on and in accordance with forms provided by County properly signed in ink. Bids not signed by hand are not accepted. Bidders must register in advance with 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 substitute offered is, in opinion of Dane County Public Works Project

Manager, equal or superior in quality, workmanship, finish, function and approximate characteristics to that specified in Project Manual Specifications listed herein.

- H. **Visitation of Sites.** Bidder shall visit site(s) that will receive intended work or installation, and in so doing, be held responsible for job deemed satisfactory by 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 regular bid. This shall include:
 - 1. Completed Bid Form.
 - 2. Completed Fair Labor Practices Certification.
 - 3. Completed Bid Bond.
- J. **Bids Binding Sixty (60) Calendar Days.** Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following Bid Due 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 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 bidder. Explain all erasures in bids and include signature of bidder.
- N. **Regulation by State Statutes.** 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.** Bid Due Date is time fixed for opening of formal bids. Bids' contents will be made public for 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 does not need to pay State and local sales & use taxes. See Wisconsin Statute 77.54 (9m).

2. GUARANTEE AND BOND

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

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

3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by Contractor or 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 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. Purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required how Contractor proposes to conform to information given and design concept expressed in Construction Documents.
- E. Contractor shall review, approve and submit to Public Works Project Manager Shop Drawings, Product Data, Samples and similar submittals required by Construction Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in activities of County or of separate contractors. Submittals made by Contractor not required by Construction Documents, may be returned without action.
- F. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until Public Works Project Manager has approved respective submittal. Such Work shall be in accordance with approved submittals.

- G. By approving and submitting, Shop Drawings, Product Data, Samples and similar submittals, Contractor represents that Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated information contained within such submittals with requirements of the Work and of Construction Documents.
- H. Contractor shall not be relieved of responsibility for deviations from requirements of Construction Documents by Public Works Project Manager's approval of Shop Drawings, Product Data, Samples and similar submittals unless Contractor has specifically informed Public Works Project Manager in writing of such deviation at time of submittal and Public Works Project Manager has given written approval to specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Sample or similar submittals by Public Works Project Manager's approval thereof.
- I. 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 Architect / Engineer or Public Works Project Manager 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 lowest responsible bidder conforming to Construction Documents or on most advantageous bid to County.
- B. **Other Considerations.** Quantities involved, time of delivery, purpose for which required, competency of bidder, ability to render satisfactory service and past performance will be considered in determining responsibility.
- C. **Rejection of Bids.** County reserves 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. County also reserves right to waive technical defects when in its judgment best interests of County thereby will be served.
- D. **Notice of Acceptance.** Sufficient notification of acceptance of bid will be written notice of award to bidder in form of Purchase Order or similar, mailed or delivered to address shown on Bid Form.
- E. **Tie Bids.** If two or more bidders submit identical bids, decision of County to make award to one or more of such bidders shall be final. Cash discount will be taken into consideration in determining award. Also, see Article 7.A. IDENTICAL BIDDING, Antitrust Laws.
- F. **Qualifying Bidders.** Prior to solicitation and / or awarding of bid, 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 Contract with County, or to any bidder having as its sales agent or representative or as member of firm, any individual previously in default or guilty of misrepresentation.

- H. **Bid Results.** Bidders may secure information pertaining to results of bids by visiting Public Works' website, bids-pwht.countyofdane.com/.

5. CONTRACT PROVISIONS

- A. **Acceptance Constitutes Contract.** Written acceptance by Public Works Project Manager of proposal for services shall constitute Contract, which shall bind bidder to perform the Work as detailed in Construction Documents, for bid amount and in accordance with all conditions of said accepted bid. Formal Contract containing all provisions of Contract signed by both parties shall be used when required by Public Works Project Manager.
- B. **Local Restrictions and Permits.** All work shall be done according to applicable laws, ordinances and codes. 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 using agency and approval by Dane County Public Works Project Manager, and, where required by ordinances, approval by 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 value of all the Work performed up to fifty percent (50%) of scheduled values less 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 County in consideration and elimination of possibilities of imperfect work, faulty materials or equipment, liens that have been filed, or if evidence indicates possible filing of claims.
- D. **Contract Alterations.** No alterations or variables in terms of contract shall be valid or binding upon County unless made in writing and signed by Purchasing Agent or authorized agent.
- E. **Assignments.** No contract may be assigned, sublet or transferred without written consent of Public Works Project Manager.
- F. **Cancellations.** Contract may be canceled or voided by Public Works Project Manager upon non-performance or violation of contract provisions, and award made to next low bidder or articles specified may be purchased on open market. In either event, defaulting contractor (or their surety) shall be liable to Dane County for costs to County in excess of defaulting contractor's contract prices.
- G. **Right of Department to Terminate Contract.**
1. In event that Contractor or any subcontractors violate any provisions of this Contract, County may serve written notice upon Contractor and Surety of its intention to terminate Contract. Such notice to contain reasons for such intention to terminate Contract, and unless within ten (10) business days after serving of such notice upon Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, Contract shall, upon expiration of said ten (10) business days, cease and terminate.
 2. In event of any such termination, County shall immediately serve notice thereof upon Surety and Contractor, and Surety shall have right to take over and perform Contract subject to County's approval. However, if Surety does not commence performance thereof within ten (10) business days from date of mailing to such Surety of notice of termination, County may take over the Work and prosecute same to completion by

Contract or by force account for account and at expense of Contractor. Contractor and Surety shall be liable to County for any excess cost occasioned County thereby, and in such event County may take possession of and utilize in completing the Work, such equipment, materials and / or supplies as may be on site of the Work and therefore necessary.

- H. **Non-Liability.** Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is result of fire, flood, strike, transporting carrier, act of God, act of government, act of alien enemy or by any other circumstances which, in Public Works Project Manager's opinion, is beyond control of Contractor. Under such circumstances, however, Public Works Project Manager may in discretion, cancel Contract.
- I. **Quality Assurance.** Inspection of equipment, materials and / or supplies shall be made by or at direction of County or Agency to which goods are delivered, and any articles supplied that are defective, or fails in any way to meet Specifications or other requirements of Contract, will be rejected. Public Works Project Manager shall direct all required laboratory tests. Decision of Public Works Project Manager on acceptance shall be final.
- J. **Time for Completion.** Contractor agrees that the Work shall be prosecuted regularly and diligently and complete entire project as stated in Construction Documents.
- K. **Changes in the Work.**
1. Except in cases of emergency, no changes in the Work covered by approved Construction Documents shall be made without having prior written approval of Department. Charges or credits for work covered by approved change shall be determined by one of these methods:
 - a) Unit bid prices previously approved.
 - b) 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) Ownership or rental cost of construction plant and equipment during time of use on extra work;
 - 4) Power and consumable supplies for 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 cost under K.1.b), there shall be added fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of actual cost of the Work performed with their own labor force; fee shall be compensation to cover cost of supervision, overhead, bond, profit and any other general expense;
 - 8) On that portion of work under K.1.b) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense; and
 - 9) Contractor shall keep and present in such form as directed, correct amount of cost together with such supporting vouchers as may be required by Department.
 - c) Cost-Plus Work, with 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) Ownership or rental cost of construction plant and equipment during time of use on extra work. (Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment);

- 4) Power and consumable supplies for 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 cost under K.1.c) there shall be added fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of actual cost of the Work performed with their own labor force; fee shall be compensation to cover cost of supervision, overhead, bond, profit, and any other general expense;
 - 8) On that portion of work under K.1.c) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense; and
 - 9) Contractor shall keep and present in such form as directed, correct amount of cost together with such supporting vouchers as may be required by Department.
2. If Contractor claims that by any instructions given by Architect / Engineer, Department, by drawings or otherwise, regarding performance of the Work or furnishing of material under Contract, involves extra cost, Contractor shall give Department written notice thereof within two weeks after receipt of such instructions and in any event before proceeding to execute work, unless delay in executing work would endanger life or property.
 3. No claim for extra work or cost shall be allowed unless same was done in pursuance of written order of Architect / Engineer and approved by Department, as previously mentioned, and claim presented with payment request submitted after changed or extra work is completed.
 4. Negotiation of cost for change in the Work shall not be cause for Contractor to delay prosecution of the Work if Contractor has been authorized in writing by Public Works Project Manager to proceed.

L. Payments to Contractor.

1. County will make partial payments to Contractor for value, proportionate to amount of Contract, of all labor and material incorporated in the Work during preceding calendar month upon receipt of approved Application and Certificate of Payment from Architect / Engineer and approval of Department.
2. Contractor shall submit to Architect / Engineer Application and Certificate of Payment. Architect / Engineer will review and approve this before sending it to Public Works Project Manager. Evidence may be required, and supplied on demand, that supports request and Contractor's right to payment claimed.
3. Request for payment for preparatory work and materials delivered and suitably stored at site to be incorporated into the Work at some future period, will be given due consideration. Requests involving materials stored off site, may be rejected; however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered conditional upon submission by Contractor of bills of sale and such other procedures as will adequately protect County's interest such as storage in bonded warehouse with adequate coverage. If there is any error in payment, Contractor is obligated to notify Department immediately, but no longer than ten (10) business days from receipt of payment.
4. Payments by County will be due within forty-five (45) business days after receipt by Department of 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 Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at site, remaining payments will be made in full if Architect / Engineer and Public Works Project Manager find that progress of the Work corresponds with construction progress schedule. If Architect / Engineer and Public Works Project Manager find that progress of the Work does not correspond with 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 sole property of County. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work, or as waiver of right of County to require fulfillment of all of terms of Contract.
7. Final payment will be made within sixty (60) calendar days after final completion of the Work, and will constitute acceptance thereof. Submit Equal Benefits Compliance Payment Certification with final pay request. Payment may be denied if Certification is not included.
8. On completion and acceptance of each separate division of Contract, on which stated price is separated in 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.

M. Withholding of Payments.

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

N. Acceptance of Final Payment as Release.

1. Making of final payment shall constitute waiver of all claims by 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 requirements of Construction Documents; or
 - d) Terms of any special guarantees required by Construction Documents.
2. Acceptance of final payment shall constitute waiver of all claims by Contractor.

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

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

1. Secures written consent of Contractor; except when in opinion of Department's Public Works Project Manager, Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other Contract requirements;
2. Secures endorsement from insurance carrier and consent of Surety permitting occupancy of building or use of project during remaining period of construction, or, secures consent of Surety;
3. Assumes all costs and maintenance of heat, electricity and water; and
4. Accepts all work completed within that portion or unit of 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 inspection of Architect / Engineer and Public Works Project Manager who shall be judge of quality and suitability of work, materials, and processes of manufacture for purposes for which they are used. Should they fail to meet Architect / Engineer's and Public Works Project Manager's approval they shall be reconstructed, made good, replaced or corrected, as case may be, by Contractor at Contractor's expense. Rejected material shall immediately be removed from site.
2. If Contractor defaults or neglects to carry out the Work in accordance with Construction Documents or fails to perform any provision of Contract, Department may, after ten (10) business days written notice to Contractor and without prejudice to any other remedy County may have, make good such deficiencies. In such case, appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor cost of correcting such deficiencies, including cost of Architect / Engineer's additional services made necessary by such default, neglect or failure.

6. GENERAL GUARANTEE

A. Neither final certificate of payment nor any provision in Construction Documents nor partial or entire occupancy of premises by County shall constitute acceptance of work not done in

accordance with Construction Documents or relieve Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

1. In no event shall making of any payment required by Contract constitute or be construed as waiver by County of any breach of covenants of Contract or waiver of any default of Contractor and making of any such payment by County while any such default or breach shall exist shall in no way impair or prejudice right of County with respect to recovery of damages or other remedy as result of such breach or default.
- B. Contractor shall remedy and make good all defective workmanship and materials and pay for any damage to other work resulting therefrom, which appear within period of one year from date of substantial completion, providing such defects are not clearly due to abuse or misuse by County. Department will give notice of observed defects with reasonable promptness.
- C. Guarantee on work executed after certified date of substantial completion will begin on date when such work is inspected and approved by Architect / Engineer and Public Works Project Manager.
- 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, 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 County because of advertised procurement for materials, supplies, equipment or services exceeding \$1,000,000.00 in total amount shall be reported to Attorney Generals of the United States and 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 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 term of its Contract, Contractor agrees not to discriminate on basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee, or applicant for employment. Such equal opportunity shall include, but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, available to all employees, service recipients and applicants for this paragraph. Listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to extent allowable in state or federal law.
- 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 Affirmative Action Plan with Dane County Contract Compliance Specialist in accord with

Chapter 19 of Dane County Code of Ordinances. Contractor must file such plan within fifteen (15) business days of effective date of this Contract and failure to do so by that date shall constitute grounds for immediate termination of Contract. During term of this Contract, Contractor shall also provide copies of all announcements of employment opportunities to County's Office of Equity & Inclusion, and shall report annually number of persons, by race, sex and handicap status, which apply for employment and, similarly classified, number hired and number rejected.

- C. Contact Dane County Contract Compliance Specialist at Dane County Office of Equity & Inclusion, 210 Martin Luther King, Jr. Blvd., Room 356, Madison, WI 53703, 608/266-4192.
- D. In all solicitations for employment placed on Contractor's behalf during term of this Contract, Contractor shall include statement to effect that Contractor is "Equal Opportunity Employer."
- E. Contractor agrees to furnish all information and reports required by County's Contract Compliance Specialist as same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and provision of this Contract.
- F. **Minority / Women / Disadvantaged / Emerging Small Business Enterprises.** Chapter 19.508 of Dane County Code of Ordinances is official policy of Dane County to utilize Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Disadvantaged Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs) fully.
- G. Contractor may utilize MBEs / WBEs / DBEs / ESBEs as subcontractors or suppliers. List of subcontractors will be required of low bidder as stated in this Contract. List shall indicate which subcontractors or suppliers are MBEs / WBEs / DBEs / ESBEs and what percentage of subcontract is awarded, shown as percentage of total dollar amount of bid.

- 1. ESB Listing. Bidders may solicit bids from the *Dane County Targeted Business Directory* by going to this website. Do not click as a link; copy & paste the address into a web browser.

<https://equity.countyofdane.com/documents/PDFs/Targeted-Business-Directory.xlsx>

<https://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

ESB Certification. All contractors, subcontractors and suppliers seeking ESB certification must complete and submit Emerging Small Business Report to Dane County Contract Compliance Program.

Certification Statement. If ESB firm has not been certified by County as ESB prior to submittal of this Bid, ESB Report cannot be used to fulfill ESB goal for this project unless firm provides "Form D - Certification Statement". Certification statement must be completed and signed by ESB firm.

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

OEI@countyofdane.com

Dane County Contract Compliance Specialist
City-County Building, Room 356
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703 608/266-4192

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

10. COMPLIANCE WITH FAIR LABOR STANDARDS

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

11. DOMESTIC PARTNERSHIP BENEFITS

- A. Not Used.

12. INSURANCE REQUIREMENTS

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

or failure to give directions or instruction by Architect / Engineer, its agents or employees provided such giving or failure to give is primary cause of injury or damage.

- D. County shall not be liable to Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.
- E. **Contractor Carried Insurance.** In order to protect itself and County, Contractor shall not commence work under this Contract until obtaining all required insurance and County has approved such insurance. Contractor shall not allow any subcontractor to commence work on subcontract until insurance required of subcontractor has been so obtained and approved.
1. **Worker's Compensation Insurance**
Contractor shall procure and shall maintain during life of this Contract, Worker's Compensation Insurance as required by statute for all of its employees engaged in work at site of project under this Contract and, in case of such work sublet, Contractor shall require subcontractor similarly to provide Worker's Compensation Insurance for all of latter's employees to be engaged in such work unless such employees are covered by protection afforded by Contractor's Worker's Compensation Insurance.
 2. **Contractor's Public Liability and Property Damage Insurance**
Contractor shall procure and maintain during life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in amount not less than \$1,000,000.00 per occurrence for bodily injury and death, and Contractor's Property Damage Insurance in amount not less than \$1,000,000.00 and shall be primary with Dane County as "Additional Insured".
 3. **Auto Liability Insurance**
Contractor shall procure and maintain during life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000.00 and shall be primary with Dane County as "Additional Insured".
- F. Contractor either (1) shall require each subcontractors to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or (2) insure that activities of subcontractors in their own policy.
- G. Contractor shall furnish County with certificates showing type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially this statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) business days written notice has been received by County."
- H. **Builder's Risk.** County shall provide Builder's Risk insurance coverage for its insurable interests in construction or renovation projects with completed value of \$1,000,000 or less. Therefore, if project completed value is more than \$1,000,000, Contractor shall obtain and maintain in force, at its own expense, Builder's Risk Insurance on all risks for amount equal to full completed value of covered structure or replacement value of alterations or additions. Any deductible shall not exceed \$25,000 for each loss. Policy shall include occupancy clause and list Dane County as loss payee.


END OF SECTION

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

1. APPLICATION & CERTIFICATE FOR PAYMENT

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



AIA Document G702™ – 1992

Application and Certificate for Payment

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

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract AIA Document G703™, Continuation Sheet, 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
(Columns D + E on G703) \$ _____

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

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

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

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

8. CURRENT PAYMENT DUE \$ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ _____
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
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 now 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.

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

AIA Document G702™ – 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 0107140204

 **AIA** Document G703™ – 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. In tabulations below, amounts are in US dollars. 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 <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H BALANCE TO FINISH <i>(C-G)</i>	I RETAINAGE <i>(if variable rate)</i>
			D FROM PREVIOUS APPLICATION <i>(D-E)</i>	E THIS PERIOD				
<p>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.</p> <p>AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.</p>								
<p>18-12040544</p>								

SUBMITTAL

END OF SECTION

SAMPLE ONLY -
NOT FOR
SUBMITTAL

SECTION 00 73 11

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

For reference, Dane County Ordinance 25.09 is as follows:

(1) 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 Controller shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

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

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

END OF SECTION



Department of Public Works, Highway & Transportation
Public Works Engineering Division

608/266-4018

Gerald J. Mandli, P.E.
Commissioner / Director

Joseph T. Parisi
County Executive

Deputy Director
Todd Draper

1919 Alliant Energy Center Way
Madison, Wisconsin 53713
Fax: 608/267-1533
www.countyofdane.com/pwht/public_works.aspx

BEST VALUE CONTRACTING APPLICATION

CONTRACTORS / LICENSURE APPLICANTS

The Dane County Department of Public Works requires all contractors & subcontractors to be a best value contractor before being hired. Application documents are due to the County prior to Bid Due Date. Approval or rejection shall be within five (5) days of Bid Due Date. This document shall be completed, properly executed, along with the necessary attachments and additional information that the County requires for the protection and welfare of the public in the performance of a County contract.

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

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

EXEMPTIONS

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

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

SIGNATURE SECTION

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

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

Signature: _____

(Application is invalid without signature)

Print Name: _____ Date: _____

Title: _____

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

REMEMBER!

RETURN ALL TO FORMS AND ATTACHMENTS, OR QUESTIONS TO:

**TODD DRAPER
EMAIL: DRAPER@COUNTYOFDANE.COM
OFFICE: (608) 267-0119, FAX: (608) 267-1533**

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

APPENDIX A

APPRENTICEABLE TRADES:

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

END OF SECTION

SECTION 01 00 00

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

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

40. As-Built and Record Drawings and Specifications

1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to provide a ships ladder and a roof hatch to improve roof access of the Dane County Job Center.
- 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.
- B. Coordinate utility outages and shutdowns with Owner.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit one (1) original copies with “wet” signatures of each application on AIA G702™ and G703™ forms or approved contractors invoice form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.
- D. Submit Applications for Payment to Public Works Project Manager for approval & processing for payment.

1.5 CHANGE PROCEDURES

- A. Contractor's costs for Products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from contingency allowance.

1.6 ALTERNATES

- A. Not Applicable.

1.7 LUMP SUM ALLOWANCES FOR WORK

- A. Not Applicable.

1.8 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.
- D. Contractor shall provide Public Works Project Manager with work plan that ensures the Work will be completed within required time of completion.
- E. Public Works Project Manager may choose to photograph or videotape site or workers as the Work progresses.

1.9 CUTTING AND PATCHING

- A. Employ 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.

1.10 CONFERENCES

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

1.11 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at minimum of one (1) per week, at time TBD with Public Works Project Manager.

- B. Preside at meetings, record minutes, and distribute copies within two (2) business days to those affected by decisions made.
- C. Attendance at progress meetings by General Contractor, subcontractors, or their authorized representative, is mandatory.
- D. Contractors shall give verbal reports of progress on the Work, discuss schedule for upcoming period and present all conflicts, discrepancies or other difficulties for resolution.
- E. Day & time of progress meetings to be determined at pre-construction meeting.

1.12 JOB SITE ADMINISTRATION

- A. Contractor shall have project superintendent on site minimum of eight (8) hours per week during progress of the Work.
- B. Contractor shall not change their project superintendent or project manager for duration of the Work without written permission of Public Works Project Manager.
- C. Consultant shall have representative on site regularly during progress of the Work.

1.13 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.

1.14 PROPOSED PRODUCTS LIST

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

1.15 SHOP DRAWINGS

- A. Submit number of copies that Contractor requires, plus three (3) copies that shall be retained by Public Works Project Manager.

1.16 PRODUCT DATA

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

1.17 SAMPLES

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

1.18 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.

1.19 MANUFACTURERS' CERTIFICATES

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

1.20 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.

1.21 REFERENCES

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

1.22 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.

1.23 PROTECTION OF INSTALLED WORK

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

1.24 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel. Parking shall be available at the Work site.
- B. All contractors and their employees shall cooperate with General Contractor and others in parking of vehicles to avoid interference with normal operations and construction activities.
- C. Do not obstruct existing service drives and parking lots with equipment, materials and / or vehicles. Keep accessible for Owner's use at all times.

1.25 STAGING AREAS

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

1.26 OCCUPANCY DURING CONSTRUCTION AND CONDUCT OF WORK

- A. Contractors are asked to not work at facility if they are ill with something contagious.
- B. Owner reserves right at any time to dismiss from premises any Contractor or construction personnel that do not uphold requirements of this Section.
- C. Owner shall not be held liable for any lost time, wages, or impacts to construction schedule by any Contractor or construction personnel dismissed for failure to uphold requirements of this Section.
- D. Areas of existing facility will be occupied during period when the Work is in progress. Work may be done during normal business hours (8:00 am to 4:30 pm), but confer with Owner, schedule work and store materials so as to interfere as little as possible with normal use of premises. Work performed on Saturday shall be by permission of Owner. Notify Owner when coring or similar noise making work is to be done and obtain Owner's written approval of schedule. If schedule is not convenient for Owner,

reschedule and resubmit new times for Owner approval. Coring of floor along with other noisy work may have to be done on second and third shifts.

- E. Work shall be done and temporary facilities furnished so as not to interfere with access to any occupied area and so as to cause least possible interference with normal operation of facility or any essential service thereof.
- F. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.
- G. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this Contract is to be performed.
- H. Each Contractor shall arrange with Owner to make necessary alterations, do new work, make connections to all utilities, etc., and at such times as will not cause interruption of utility services to facility. Contractor doing this work shall protect, cap, cut off and / or replace and relocate existing pipes, electrical work and other active utilities encountered which may interfere with new construction work.
- I. New work in extension of existing work shall correspond in all respects with that to which it connects or similar existing work unless otherwise indicated or specified.
 - 1. Existing work shall be cut, altered, removed or replaced as necessary for performance of Contract obligations.
 - 2. Work remaining in place, damaged or defaced by reason of work done under this Contract shall be restored equal to its condition at time of Award of Contract.
 - 3. If removal of work exposes discolored or unfinished surfaces or work out of alignment, such surfaces shall be refinished or materials replaced as necessary to make continuous work uniform and harmonious.
- J. Contractor is not responsible for providing & maintaining temporary toilet facilities.

1.27 PROTECTION

- A. Contractor shall protect interior mechanical, electrical & plumbing equipment, and pay for any damage to same resulting from insufficient or improper protection.

1.28 PROGRESS CLEANING

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

1.29 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.

1.30 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.31 PRODUCT OPTIONS

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

1.32 SUBSTITUTIONS

- A. Public Works Project Manager shall consider requests for Substitutions.
- 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 Due Date.

1.33 STARTING SYSTEMS

- A. Ensure that hatch access and ladder is ready for operation.

1.34 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel prior to date of final inspection.

- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.
- C. Owner may choose to photograph or videotape demonstration session; demonstration and demonstrator shall be to level of satisfaction of Owner.

1.35 CONTRACT CLOSEOUT PROCEDURES

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

1.36 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.

1.37 ADJUSTING

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

1.38 OPERATION AND MAINTENANCE MANUAL

- A. Provide two (2) bound, hard-copy operation and maintenance manuals. Provide electronic version of operation and maintenance manual also.

1.39 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.

1.40 AS-BUILT AND RECORD DRAWINGS AND SPECIFICATIONS

- A. Contractor-produced Drawings and Specifications shall remain property of Contractor whether Project for which they are made is executed or not. Contractor shall furnish Public Works Project Manager with original marked up redlines of Construction Documents' drawings and specifications that shall include all Addendums, Change Orders, Construction Bulletins, on-site changes, field corrections, etc. These are project As-Built Drawings & Specifications.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT, DISPOSAL & RECYCLING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Summary
 - 2. Waste Management Goals
 - 3. Construction and / or Demolition Waste Management
 - 4. Waste Management Plan
 - 5. Reuse
 - 6. Recycling
 - 7. Materials Sorting and Storage On Site
 - 8. Lists of Recycling Facilities Processors and Haulers
 - 9. Waste Management Plan Form
- B. Related Sections:
 - 1. Section 01 00 00 - General Requirements

1.2 WASTE MANAGEMENT GOALS

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

1.3 CONSTRUCTION AND / OR DEMOLITION WASTE MANAGEMENT

- A. All construction and demolition waste suitable for recycling must go to Dane County Construction & Demolition Recycling Facility located at 7102 US Hwy 12, Madison, located across from Yahara Hills Golf Course. This facility can receive mixed loads of construction and demolition waste. For complete list of acceptable materials see www.countyofdane.com/pwht/recycle/CD_Recycle.aspx.
- B. Dane County Landfill, also at 7102 US Hwy 12, Madison, must receive all other waste from this project. www.countyofdane.com/pwht/recycle/landfill.aspx.

1.4 WASTE MANAGEMENT PLAN

- A. Not Used
- B. 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 must be recycled at Dane County Construction & Demolition Recycling Facility:

1. Wood.
 2. Wood Pallets.
 3. PVC Plastic (pipe, siding, etc.).
 4. Cardboard.
 5. Metal.
- B. These materials can be recycled elsewhere in Dane County area:
1. Foam Insulation & Packaging (extruded and expanded).
- C. All materials must be recycled at WDNR permitted waste processing facilities that adhere to all State Statutes.

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.
- C. Mixed loads of recycled materials are allowed only per instructions at www.countyofdane.com/pwht/recycle/CD_Recycle.aspx.

1.7 LISTS OF RECYCLING FACILITIES PROCESSORS AND HAULERS

- A. Refer to www.countyofdane.com/pwht/recycle/CD_Recycle.aspx for information on Dane County Construction & Demolition Recycling Facility.
- B. Web site www.countyofdane.com/pwht/recycle/categories.aspx lists current information for Dane County Recycling Markets. Contractors can also contact Allison Rathsack at 608/266-4990, or local city, village, town recycling staff listed at site www.countyofdane.com/pwht/recycle/contacts.aspx. Statewide listings of recycling / reuse markets are available from UW Extension at <https://www.uwgb.edu/shwec/>.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

WASTE MANAGEMENT PLAN FORM



Contractor 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 _____ Landfilled _____ Other	Name: _____
Wood	_____ cu. yds. _____ tons	_____ Recycled _____ Reused _____ Landfilled _____ Other	Name: _____
Wood Pallets	_____ units	_____ Recycled _____ Reused _____ Landfilled _____ Other	Name: _____
PVC Plastic	_____ cu. ft. _____ lbs.	_____ Recycled _____ Reused _____ Landfilled _____ Other	Name: _____
Asphalt & Concrete	_____ cu. ft. _____ lbs.	_____ Recycled _____ Reused _____ Landfilled _____ Other	Name: _____
Bricks & Masonry	_____ cu. ft. _____ lbs.	_____ Recycled _____ Reused _____ Landfilled _____ Other	Name: _____
Vinyl Siding	_____ cu. ft. _____ lbs.	_____ Recycled _____ Reused _____ Landfilled _____ Other	Name: _____
Cardboard	_____ cu. ft. _____ lbs.	_____ Recycled _____ Reused _____ Landfilled _____ Other	Name: _____
Metals	_____ cu. yds. _____ tons	_____ Recycled _____ Reused _____ Landfilled _____ Other	Name: _____
Unpainted Gypsum / Drywall	_____ cu. yds. _____ tons	_____ Recycled _____ Reused _____ Landfilled _____ Other	Name: _____
Shingles	_____ cu. yds. _____ tons	_____ Recycled _____ Reused _____ Landfilled _____ Other	Name: _____
Fluorescent Lamps	_____ cu. ft. _____ lbs.	_____ Recycled _____ Reused _____ Landfilled _____ Other	Name: _____
Foam Insulation	_____ cu. ft. _____ lbs.	_____ Recycled _____ Reused _____ Landfilled _____ Other	Name: _____
Carpet Padding	_____ cu. ft. _____ lbs.	_____ Recycled _____ Reused _____ Landfilled _____ Other	Name: _____
Barrels & Drums	_____ units	_____ Recycled _____ Reused _____ Landfilled _____ Other	Name: _____
Glass	_____ cu. yds. _____ tons	_____ Recycled _____ Reused _____ Landfilled _____ Other	Name: _____

WASTE MANAGEMENT PLAN FORM

Other	_____	<input type="checkbox"/> Recycled <input type="checkbox"/> Reused <input type="checkbox"/> Landfilled <input type="checkbox"/> Other	Name: _____
Other	_____	<input type="checkbox"/> Recycled <input type="checkbox"/> Reused <input type="checkbox"/> Landfilled <input type="checkbox"/> Other	Name: _____
Other	_____	<input type="checkbox"/> Recycled <input type="checkbox"/> Reused <input type="checkbox"/> Landfilled <input type="checkbox"/> Other	Name: _____
Other	_____	<input type="checkbox"/> Recycled <input type="checkbox"/> Reused <input type="checkbox"/> Landfilled <input type="checkbox"/> Other	Name: _____
Other	_____	<input type="checkbox"/> Recycled <input type="checkbox"/> Reused <input type="checkbox"/> Landfilled <input type="checkbox"/> Other	Name: _____

SECTION 02 41 19

SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Conditions of the Contract and portions of Division One of this Project Manual apply to this Section as though repeated herein.

1.02 WORK INCLUDED

- A. The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide for the demolition of such features as required in these specifications and on the drawings. Included are the following:
 1. Demolish metal roof system and other items as indicated.
 2. Protect portions of building adjacent to or affected by selective demolition. Take appropriate measures to protect existing facilities operations against dust contamination. Materials shall be removed from the existing building without disruption to the Owner or facility operations.
 3. Remove and legally dispose of demolished materials off-site.
 4. Demolish and salvage for reuse those items noted on the drawings.
 5. Recycle construction and demolition waste including metals and cardboard.

1.03 RELATED WORK

- A. Recycling, Section 01 74 19.

1.04 SUBMITTALS

- A. For utilities or other services requiring removal or abandonment in-place, submit materials documenting completion of such work.
- B. Submit copies of records documenting recycling of demolition materials from the site.

1.05 DEFINITIONS

- A. "Remove": Remove and legally dispose of items, except those indicated to be reinstalled.
- B. "Remove and Reinstall": Remove items indicated; clean, service and otherwise prepare them for reuse; store and protect against damage. Reinstall in the same location or in locations indicated.
- C. "Existing to Remain": Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the A/E, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.06 QUALITY ASSURANCE

- A. Comply with governing codes and regulations.

1.07 RECORD DRAWINGS

- A. Maintain record drawings showing actual locations of utilities and other features encountered, and any deviations from the original design. Show actual limits of removal and demolition.

1.08 SAFETY

- A. Verify that all gas and electrical utilities have been abandoned or disconnected and associated hazards mitigated, prior to beginning any demolition.
- B. Take all necessary precautions while dismantling piping containing gas, gasoline, oil or other explosive or toxic fluids or gases. Purge lines and contain materials in accordance with all applicable regulations. Store such piping outdoors until fumes are removed.
- C. Maintain a clean and orderly site. Remove debris at end of each workday.
- D. If hazardous materials are not anticipated, but encountered, terminate operations and contact the Owner immediately. Follow all applicable local, state and federal regulations pertaining to hazardous materials.

1.09 PERMITS

- A. Unless otherwise noted, Contractor shall be responsible for obtaining and paying for all permits necessary to complete demolition work.
- B. If necessary, file and maintain Notification of Demolition and/or Renovation and Application for Permit Exemption (WDNR Form 4500-113) in accordance with the Wisconsin Administrative Code Chapter NR447.

1.010 DISCONNECTION OF SERVICES

- A. Prior to starting removal and/or demolition operations be responsible and coordinate disconnection of all existing utilities, communication systems, alarm systems and other services.
- B. Disconnect all services in manner which insures continued operation in facilities not scheduled for demolition.
- C. Disconnect all services in manner which allows for future connection to that service.
- D. Disconnect services to equipment at unions, flanges, valves, or fittings wherever possible.

1.011 REMOVAL/SALVAGING OF ITEMS

- A. Carefully remove all items that are scheduled to be salvaged.
- B. Secure salvaged items to allow for future movement; provide pallets, skids and other devices as necessary. Secure all loose parts.
- C. Provide crates, padding, tarps and other measures necessary to protect salvaged items during storage. Store items in secure location, safe from vandalism, weather, dust and other adverse elements.
- D. Where salvaged items are indicated to be turned over to Owner, deliver to location on property where designated by Owner.

PART 2 - PRODUCTS

2.01 EQUIPMENT

- A. Use Contractor's normal equipment for demolition purposes and which meets all safety requirements imposed on such equipment.

PART 3 - EXECUTION

3.01 GENERAL

- A. Examine all areas of work, verify all existing conditions, and report any unsatisfactory conditions.

3.02 PROTECTION OF EXISTING WORK AND FACILITIES

- A. Verify the locations of, and protect, any building elements, utilities, and all other such facilities that are intended to remain or be salvaged.
- B. Make such explorations and probes as necessary to ascertain any required protection measures that shall be used before proceeding with demolition.
- C. Take all measures necessary to safeguard all existing work and facilities which are outside the limits of the work.
- D. Furnish and install temporary enclosures or other barriers as shown on the plans or as otherwise necessary to protect existing features.
- E. Protect adjacent interior areas from collection of dust and noxious fumes. Seal HVAC system ductwork and grilles to prevent contamination of building or mechanical systems.
- F. Provide protection for workers, public, adjacent construction and occupants of existing building(s).
- G. Report damage of any facilities or items scheduled for salvaging to the Owner.
- H. Repair or replace any damaged facilities that are not scheduled for demolition.
- I. Do not damage building elements and improvements indicated to remain.
- J. Do not close or obstruct walks, drives, other occupied or used spaces, or facilities without the written permission from the A/E and the authorities having jurisdiction.
- K. Do not interrupt utilities serving occupied facilities without permission from the A/E and authorities having jurisdiction. If necessary, provide temporary utilities.
- L. Cease operations if public safety or remaining structures are endangered. Perform temporary corrective measures until operations can be continued properly.
- M. If necessary, provide additional materials to protect existing building components that are to remain.
- N. Where necessary to prevent collapse of any construction, install temporary shores, struts or bracing. Do not commence demolition work until all temporary construction is complete.

- O. Take precautions to guard against movement, settlement or collapse of any surrounding construction designated to remain and be liable for any such movement, settlement or collapse.

3.03 DEMOLITION

- A. Remove all equipment, fixtures and other materials scheduled for salvage prior to beginning demolition operations.
- B. Abandon gas, electric and communication utilities in accordance with local utility company requirements, or applicable substantive requirements if considered private.
- C. Remove all sealant, fasteners and damaged or rotten blocking from existing construction to remain where demolition occurs.

3.04 RECYCLING

- A. Transport and dispose all demolition waste in accordance with local, state, and federal guidelines and Section 01 74 19 Recycling.

3.05 SCHEDULE

- A. Items to be removed shall be as indicated on the Drawings.
 - 1. Items to be stored and reinstalled.
 - 2. Items to be removed from site by Contractor.
- B. Items to remain (if clarification required).

3.06 CLEANING

- A. All adjacent areas shall be broom cleaned and ready to receive new construction.
- B. Remove from the site all debris resulting from the Work of this Section.

END OF SECTION 02 41 19

05 40 00
COLD-FORMED METAL FRAMING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Roof joist framing.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
 - 1. Include layout, spacings, sizes, thicknesses, and types of cold-formed steel framing; fabrication; and fastening and anchorage details, including mechanical fasteners.
 - 2. Indicate reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining work.

1.04 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Welding certificates.
- C. Product Certificates: For each type of code-compliance certification for studs and tracks.
 - 1. Steel sheet.
 - 2. Expansion anchors.
 - 3. Power-actuated anchors.
 - 4. Mechanical fasteners.
 - 5. Miscellaneous structural clips and accessories.
- D. Evaluation Reports: For nonstandard cold-formed steel framing post-installed anchors and power-actuated fasteners, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

1.05 QUALITY ASSURANCE

- A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association, the Steel Framing Industry Association or the Steel Stud Manufacturers Association.
- B. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 2. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."

PART 2 - PRODUCTS

2.01 COLD-FORMED STEEL FRAMING MATERIALS

- A. Steel Sheet: ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of grade and coating designation as follows:
 - 1. Grade: As required by structural performance.
 - 2. Coating: G60, A60, AZ50, or GF30.
- B. Steel Sheet for Clips: ASTM A 653/A 653M, structural steel, zinc coated, of grade and coating as follows:
 - 1. Grade: As required by structural performance.
 - 2. Coating: G60.

2.02 ROOF JOIST FRAMING

- A. Steel Ceiling Joists: Manufacturer's standard C-shaped steel sections, of web depths indicated, punched with standard holes, with stiffened flanges, and as follows:
 - 1. Minimum Base-Metal Thickness: As Indicated.
 - 2. Flange Width: As Indicated

2.03 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories from ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated steel sheet, of same grade and coating designation used for framing members.
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
 - 1. Supplementary framing.
 - 2. Bracing, bridging, and solid blocking.
 - 3. Web stiffeners.
 - 4. Anchor clips.

5. End clips.
6. Foundation clips.
7. Gusset plates.
8. Stud kickers and knee braces.
9. Joist hangers and end closures.
10. Hole-reinforcing plates.
11. Backer plates.

2.04 ANCHORS, CLIPS, AND FASTENERS

- A. Steel Shapes and Clips: ASTM A 36/A 36M, zinc coated by hot-dip process according to ASTM A 123/A 123M.
- B. Post-Installed Anchors: Fastener systems with bolts of same basic metal as fastened metal, if visible, unless otherwise indicated; with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 ICC-ES AC193 ICC-ES AC58 or ICC-ES AC308 as appropriate for the substrate.
 1. Uses: Securing cold-formed steel framing to structure.
 2. Type: Torque-controlled expansion anchor Torque-controlled adhesive anchor or adhesive anchor.
 3. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.
- C. Mechanical Fasteners: ASTM C 1513, corrosion-resistant-coated, self-drilling, self-tapping, steel drill screws.
 1. Head Type: Low-profile head beneath sheathing; manufacturer's standard elsewhere.
- D. Welding Electrodes: Comply with AWS standards.

2.05 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: ASTM A 780/A 780M.
- B. Shims: Load-bearing, high-density, multimonomer, nonleaching plastic; or cold-formed steel of same grade and metallic coating as framing members supported by shims.

2.06 FABRICATION

- A. Fabricate cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened, according to referenced AISI's specifications and standards, manufacturer's written instructions, and requirements in this Section.
 1. Fabricate framing assemblies using jigs or templates.
 2. Cut framing members by sawing or shearing; do not torch cut.

3. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, pneumatic pin fastening, or riveting as standard with fabricator. Wire tying of framing members is not permitted.
 - a. Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
 - b. Locate mechanical fasteners and install according to Shop Drawings, with screws penetrating joined members by no fewer than three exposed screw threads.
 4. Fasten other materials to cold-formed steel framing by welding, bolting, pneumatic pin fastening, or screw fastening, according to Shop Drawings.
- B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies by means that prevent damage or permanent distortion.
- C. Tolerances: Fabricate assemblies level, plumb, and true to line to a maximum allowable variation of 1/8 inch in 10 feet and as follows:
1. Spacing: Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
 2. Squareness: Fabricate each cold-formed steel framing assembly to a maximum out-of-square tolerance of 1/8 inch.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, conditions, and abutting structural framing for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Install load-bearing shims or grout between the underside of load-bearing wall bottom track and the top of foundation wall or slab at locations with a gap larger than 1/4 inch to ensure a uniform bearing surface on supporting concrete or masonry construction.
- B. Install sealer gaskets at the underside of wall bottom track or rim track and at the top of foundation wall or slab at stud or joist locations.

3.03 INSTALLATION, GENERAL

- A. Cold-formed steel framing may be shop or field fabricated for installation, or it may be field assembled.

- B. Install cold-formed steel framing according to AISI S200, AISI S202, and manufacturer's written instructions unless more stringent requirements are indicated.
- C. Install shop- or field-fabricated, cold-formed framing and securely anchor to supporting structure.
 - 1. Screw, bolt, or weld wall panels at horizontal and vertical junctures to produce flush, even, true-to-line joints with maximum variation in plane and true position between fabricated panels not exceeding 1/16 inch.
- D. Install cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened.
 - 1. Cut framing members by sawing or shearing; do not torch cut.
 - 2. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, or riveting. Wire tying of framing members is not permitted.
 - a. Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
 - b. Locate mechanical fasteners, install according to Shop Drawings, and comply with requirements for spacing, edge distances, and screw penetration.
- E. Install framing members in one-piece lengths unless splice connections are indicated for track or tension members.
- F. Install temporary bracing and supports to secure framing and support loads equal to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.
- G. Do not bridge building expansion joints with cold-formed steel framing. Independently frame both sides of joints.
- H. Install insulation, specified in Section 07 21 00 "Thermal Insulation," in framing-assembly members, such as headers, sills, boxed joists, and multiple studs at openings, that are inaccessible on completion of framing work.
- I. Fasten hole-reinforcing plate over web penetrations that exceed size of manufacturer's approved or standard punched openings.

3.04 ROOF JOIST INSTALLATION

- A. Install perimeter joist track sized to match joists. Align and securely anchor or fasten track to supporting structure at corners, ends, and spacings indicated on Shop Drawings.
- B. Install joists bearing on supporting frame, level, straight, and plumb; adjust to final position, brace, and reinforce. Fasten joists to both flanges of joist track.
 - 1. Install joists over supporting frame with a minimum end bearing of 1-1/2 inches.

2. Reinforce ends and bearing points of joists with web stiffeners, end clips, joist hangers, steel clip angles, or steel-stud sections.
- C. Space joists not more than 2 inches from abutting walls, and as follows:
1. Joist Spacing: 16 inches
- D. Frame openings with built-up joist headers, consisting of joist and joist track or another combination of connected joists if indicated.
- E. Install bridging at intervals indicated on Shop Drawings. Fasten bridging at each joist intersection as follows:
1. Joist-Track Solid Bridging: Joist-track solid blocking of width and thickness indicated, secured to joist webs.
- F. Secure joists to load-bearing interior walls to prevent lateral movement of bottom flange.
- G. Install miscellaneous joist framing and connections, including web stiffeners, closure pieces, clip angles, continuous angles, hold-down angles, anchors, and fasteners, to provide a complete and stable joist-framing assembly.

3.05 ERECTION TOLERANCES

- A. Install cold-formed steel framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet and as follows:
1. Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

3.06 FIELD QUALITY CONTROL

- A. Testing: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Field and shop welds will be subject to testing and inspecting.
- C. Testing agency will report test results promptly and in writing to Contractor and Architect.
- D. Cold-formed steel framing will be considered defective if it does not pass tests and inspections.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.07 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed steel framing with galvanized repair paint according to ASTM A 780/A 780M and manufacturer's written instructions.
- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that cold-formed steel framing is without damage or deterioration at time of Substantial Completion.

END OF SECTION 05 40 00

Page Intentionally Left Blank

05 51 19
METAL GRATING LADDERS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section Includes:

- 1. Industrial Class ship ladder with steel-grating treads.
- 2. Steel railings attached to metal ladder.

1.03 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorages for metal ladders and railings.
 - 1. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry.
 - 2. Deliver such items to Project site in time for installation.

1.04 ACTION SUBMITTALS

A. Shop Drawings:

- 1. Include plans, elevations, sections, details, and attachment to other work.
- 2. Indicate sizes of metal sections, thickness of metals, profiles, holes, and field joints.
- 3. Include plan at each level.
- 4. Indicate locations of anchors, weld plates, and blocking for attachment of wall-mounted handrails.

- B. Delegated-Design Submittal: For ladders and railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer's experience with providing delegated-design engineering services of the kind indicated, including documentation that engineer is licensed in the State in which Project is located.
- B. Welding certificates.
- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of products.
- B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification.
 - 1. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers.
 - 2. Protect steel members and packaged materials from corrosion and deterioration.
 - 3. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures.
 - a. Repair or replace damaged materials or structures as directed.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design ladders and railings, including attachment to building construction.
- B. Structural Performance of Ladders: Metal ladders shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Uniform Load: 100 lbf/sq. ft.
 - 2. Concentrated Load: 300 lbf applied on an area of 4 sq. in.
 - 3. Uniform and concentrated loads need not be assumed to act concurrently.
 - 4. Ladder Framing: Capable of withstanding stresses resulting from railing loads in addition to loads specified above.
 - 5. Limit deflection of treads, platforms, and framing members to L/360 or 1/4 inch, whichever is less.

- C. Structural Performance of Railings: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Handrails and Top Rails of Guards:
 - a. Uniform load of 50 lbf/ft. applied in any direction.
 - b. Concentrated load of 200 lbf applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
 - 2. Infill of Guards:
 - a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft.
 - b. Infill load and other loads need not be assumed to act concurrently.

2.02 METALS

- A. Metal Surfaces: Provide materials with smooth, flat surfaces unless otherwise indicated. For components exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- C. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.
- D. Steel Bars for Grating Treads: ASTM A 36/A 36M or steel strip, ASTM A 1011/A 1011M or ASTM A 1018/A 1018M.
- E. Steel Wire Rod for Grating Crossbars: ASTM A 510/A 510M.
- F. Steel Tubing for Railings: ASTM A 500/A 500M (cold formed) or ASTM A 513/A 513M.
- G. Steel Pipe for Railings: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.

2.03 FASTENERS

- A. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- B. Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A; with hex nuts, ASTM A 563 ; and, where indicated, flat washers.
- C. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941/F 1941M, Class Fe/Zn 5, unless otherwise indicated.

2.04 MISCELLANEOUS MATERIALS

- A. Welding Electrodes: Comply with AWS requirements.
- B. Shop Primers: Provide primers that comply with Section 09 91 23 "Interior Painting." and Section 09 96 00 "High-Performance Coatings."

2.05 FABRICATION, GENERAL

- A. Provide complete ladder assemblies, including metal framing, hangers, railings, clips, brackets, bearing plates, and other components necessary to support and anchor ladders and platforms on supporting structure.
 1. Join components by welding unless otherwise indicated.
 2. Use connections that maintain structural value of joined pieces.
- B. Assemble ladders and railings in shop to greatest extent possible.
 1. Disassemble units only as necessary for shipping and handling limitations.
 2. Clearly mark units for reassembly and coordinated installation.
- C. Cut, drill, and punch metals cleanly and accurately.
 1. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated.
 2. Remove sharp or rough areas on exposed surfaces.
- D. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- E. Form exposed work with accurate angles and surfaces and straight edges.
- F. Weld connections to comply with the following:
 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. Weld exposed corners and seams continuously unless otherwise indicated.
 5. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Finish # 3 - Partially dressed weld with spatter removed.
- G. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible.

1. Where exposed fasteners are required, use Phillips flat-head (countersunk) screws or bolts unless otherwise indicated.
2. Locate joints where least conspicuous.
3. Fabricate joints that are exposed to weather in a manner to exclude water.
4. Provide weep holes where water may accumulate internally.

2.06 FABRICATION OF STEEL-FRAMED LADDERS

- A. NAAMM Stair Standard: Comply with NAAMM AMP 510, "Metal Stairs Manual," for Industrial Class, unless more stringent requirements are indicated.
- B. Ladder Framing:
 1. Fabricate stringers of steel channels.
 - a. Stringer Size: As required to comply with "Performance Requirements" Article.
 - b. Provide closures for exposed ends of channel stringers.
 - c. Finish: Painted.
 2. Construct platforms and tread supports of steel channel headers and miscellaneous framing members as required to comply with "Performance Requirements" Article.
 - a. Provide closures for exposed ends of channel framing.
 - b. Finish: Painted.
 3. Weld or bolt stringers to headers; weld or bolt framing members to stringers and headers.
 4. Where ladders are enclosed by gypsum board assemblies, provide hanger rods or struts to support landings from floor construction above or below.
 - a. Locate hanger rods and struts where they do not encroach on required ladder width and are within the fire-resistance-rated ladder enclosure.
 5. Where masonry walls support metal ladders, provide temporary supporting struts designed for erecting steel ladder components before installing masonry.
- C. Metal Bar-Grating Ladders: Form treads and platforms to configurations shown from metal bar grating; fabricate to comply with NAAMM MBG 531, "Metal Bar Grating Manual."
 1. Fabricate treads and platforms from welded steel grating with 1-1/4-by-3/16-inch bearing bars at 15/16 inch on center bearing bars at 11/16 inch on center and crossbars at 4 inches on center.
 - a. Surface: Plain.
 - b. Finish: Painted.
- D. Risers: Open.

2.07 FABRICATION OF LADDER RAILINGS

- A. Fabricate railings to comply with requirements indicated for design, dimensions, details, finish, and member sizes, including wall thickness of member, post spacings, wall bracket spacing, and anchorage, but not less than that needed to withstand indicated loads.
- B. Welded Connections: Fabricate railings with welded connections.
 - 1. Fabricate connections that are exposed to weather in a manner that excludes water.
 - a. Provide weep holes where water may accumulate internally.
 - 2. Cope components at connections to provide close fit, or use fittings designed for this purpose.
 - 3. Weld all around at connections, including at fittings.
 - 4. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 5. Obtain fusion without undercut or overlap.
 - 6. Remove flux immediately.
 - 7. Finish welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Finish #3 - Partially dressed weld with spatter removed as shown in NAAMM AMP 521.
- C. Form changes in direction of railings as follows:
 - 1. As detailed.
 - 2. By bending or by inserting prefabricated elbow fittings.
 - 3. By flush bends or by inserting prefabricated flush-elbow fittings.
 - 4. By radius bends of radius indicated or by inserting prefabricated elbow fittings of radius indicated.
- D. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- E. Close exposed ends of railing members with prefabricated end fittings.
- F. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated.
 - 1. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.
- G. Connect posts to ladder framing by direct welding unless otherwise indicated.

2.08 FINISHES

- A. Finish metal ladders after assembly.
- B. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with SSPC-SP 3, "Power Tool Cleaning"
 - 1. Exterior Ladders: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."

2. Interior Ladders: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
 3. Interior Ladders: SSPC-SP 3, "Power Tool Cleaning."
- C. Apply shop primer to uncoated surfaces of metal ladder components, except those with galvanized finishes and those to be embedded in concrete or masonry unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify elevations of floors, bearing surfaces and locations of bearing plates, and other embedments for compliance with requirements.
1. For wall-mounted railings, verify locations of concealed reinforcement within gypsum board and plaster assemblies.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLING METAL LADDERS

- A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing metal ladders to in-place construction.
1. Include threaded fasteners for concrete and masonry inserts, through-bolts, lag bolts, and other connectors.
- B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal ladders. Set units accurately in location, alignment, and elevation, measured from established lines and levels and free of rack.
- C. Install metal ladders by welding ladder framing to steel structure or to weld plates cast into concrete unless otherwise indicated.
1. Grouted Baseplates: Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces.
 - a. Clean bottom surface of baseplates.
 - b. Set steel-ladder baseplates on wedges, shims, or leveling nuts.
 - c. After ladders have been positioned and aligned, tighten anchor bolts.
 - d. Do not remove wedges or shims, but if protruding, cut off flush with edge of bearing plate before packing with grout.
 - e. Promptly pack grout solidly between bearing surfaces and plates to ensure that no voids remain.
 - 1) Neatly finish exposed surfaces; protect grout and allow to cure.

- 2) Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- D. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
- E. Fit exposed connections accurately together to form hairline joints.
1. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations.
 2. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
 3. Comply with requirements for welding in "Fabrication, General" Article.

3.03 INSTALLING RAILINGS

- A. Adjust railing systems before anchoring to ensure matching alignment at abutting joints with tight, hairline joints.
1. Space posts at spacing indicated or, if not indicated, as required by design loads.
 2. Plumb posts in each direction, within a tolerance of 1/16 inch in 3 feet.
 3. Align rails so variations from level for horizontal members and variations from parallel with rake of ladders for sloping members do not exceed 1/4 inch in 12 feet.
 4. Secure posts and rail ends to building construction as follows:
 - a. Anchor posts to steel by welding or bolting to steel supporting members.
 - b. Anchor handrail ends to concrete and masonry with steel round flanges welded to rail ends and anchored with post-installed anchors and bolts.

3.04 REPAIR

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
1. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.

END OF SECTION 05 51 19

SECTION 07 72 20

ROOF HATCHES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Conditions of the Contract and portions of Division One of this Project Manual apply to this Section as though repeated herein.

1.02 WORK INCLUDED

- A. Roof Hatch with Integral Curb.

1.03 RELATED WORK

- A. Selective Structure Demolition: Section 02 41 19.
- B. Cold Formed Metal Framing: Section 05 40 00.
- C. Metal Grating Ladders: Section 05 51 19.

1.04 SUBMITTALS

- A. Submit in accord with the General Conditions of the Contract.
 - 1. Provide manufacturer's standard warranty. Materials shall be free of defects in material and workmanship for a period of five years from the date of purchase. Should a part fail to function in normal use within this period, manufacturer shall furnish a new part at no charge.
 - 2. Coordination Drawings and product data: Roof and plans and sections drawn to scale and coordinating penetrations and ceiling-mounted items with concealed framing, suspension systems, piping, ductwork, and other construction. Show the following:
 - a. Method of attaching roof hatch to surrounding construction.
 - b. Confirm door orientation, hinge side location, weather tight assembly and any factory modification required for operation within the existing sloped metal roof system. Field verify existing conditions prior to submittal.
 - c. Ensure material compatibility with existing metal finishes prior to submittal.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Bilco Company, New Haven, Conn.;
- B. Babcock-Davis.
- C. Milcor.
- D. Or approved equal.

2.02 CHARACTERISTICS

- A. Basis of Design Bilco type NB insulated thermally broken 30"x54" roof hatch. Provide water tight curb with built-in self drainage. Field verify existing metal roof system. Hatch shall be pre-assembled from manufacturer and factory modified for operation within the existing sloped metal roof system.

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
- B. Performance characteristics:
 1. Cover shall be reinforced to support a minimum live load of 40 psf (195kg/m²) with a maximum deflection of 1/150th of the span or 20 psf (97kg/m²) wind uplift.
 2. Operation of the cover shall be smooth and easy with controlled operation throughout the entire arc of opening and closing.
 3. Operation of the cover shall not be affected by temperature.
 4. Entire hatch shall be weather tight with fully welded corner joints on cover and curb.
 - C. Cover: Shall be 11 gauge (2.3mm) aluminum with a 3" (76mm) beaded flange with formed reinforcing members. Cover shall have a heavy extruded EPDM rubber gasket that is bonded to the cover interior to assure a continuous seal when compressed to the top surface of the curb.
 - D. Cover insulation: Shall be fiberglass of 1" (25mm) thickness, fully covered and protected by 18 gauge (1mm) aluminum. Color to be selected from manufacturer's full range.
 - E. Curb: Shall be 12" (305mm) in height and of 11 gauge (2.3mm) aluminum. The curb shall be formed with a 3-1/2" (89mm) flange with 7/16" (11mm) holes provided for securing to the roof deck. The curb shall be equipped with an integral metal capflashing of the same gauge and material as the curb, fully welded at the corners, Provide water tight curb with built-in self drainage compatible with existing metal roof system in profile, material and finish. Provide all materials for a complete water tight installation.
 - F. Curb insulation: Shall be rigid, high-density fiberboard of 1" (25mm) thickness on outside of curb.
 - G. Lifting mechanisms: Manufacturer shall provide compression spring operators enclosed in telescopic tubes to provide, smooth, easy, and controlled cover operation throughout the entire arc of opening and closing. Prevent accumulation of moisture, grit and debris.
 - H. Hardware
 1. Heavy pintle hinges shall be provided
 2. Cover shall be equipped with a spring latch with interior and exterior turn handles
 3. Roof hatch shall be equipped with interior and exterior padlock hasps.
 4. The latch strike shall be a stamped component bolted to the curb assembly.
 5. Cover shall automatically lock in the open position with a rigid hold open arm equipped with a 1" (25mm) diameter red vinyl grip handle to permit easy release for closing.
 6. Compression spring tubes shall be an anti-corrosive composite material and all other hardware shall be zinc plated and chromate sealed.
 7. Cover hardware shall be bolted into heavy gauge channel reinforcing welded to the underside of the cover and concealed within the insulation space.
 - I. Roof Hatch Safety Railing System
 1. Posts and rails are 1¼" schedule 40 pipe in 6061 T6 aluminum alloy. Curb mounting brackets and teardrop brackets are 6063 T5 aluminum extrusion. Locking mechanism is cast aluminum and spring hinges and all fasteners are type 316 stainless steel. Roof hatch safety rail system satisfies the requirements of OSHA 29 CFR 1910.29 and meets OSHA strength requirements. Finish shall be selected from manufacturer's standard safety yellow or light gray powder coat paint finish. Manufacturer shall provide a 5-year warranty against defects in material and workmanship.

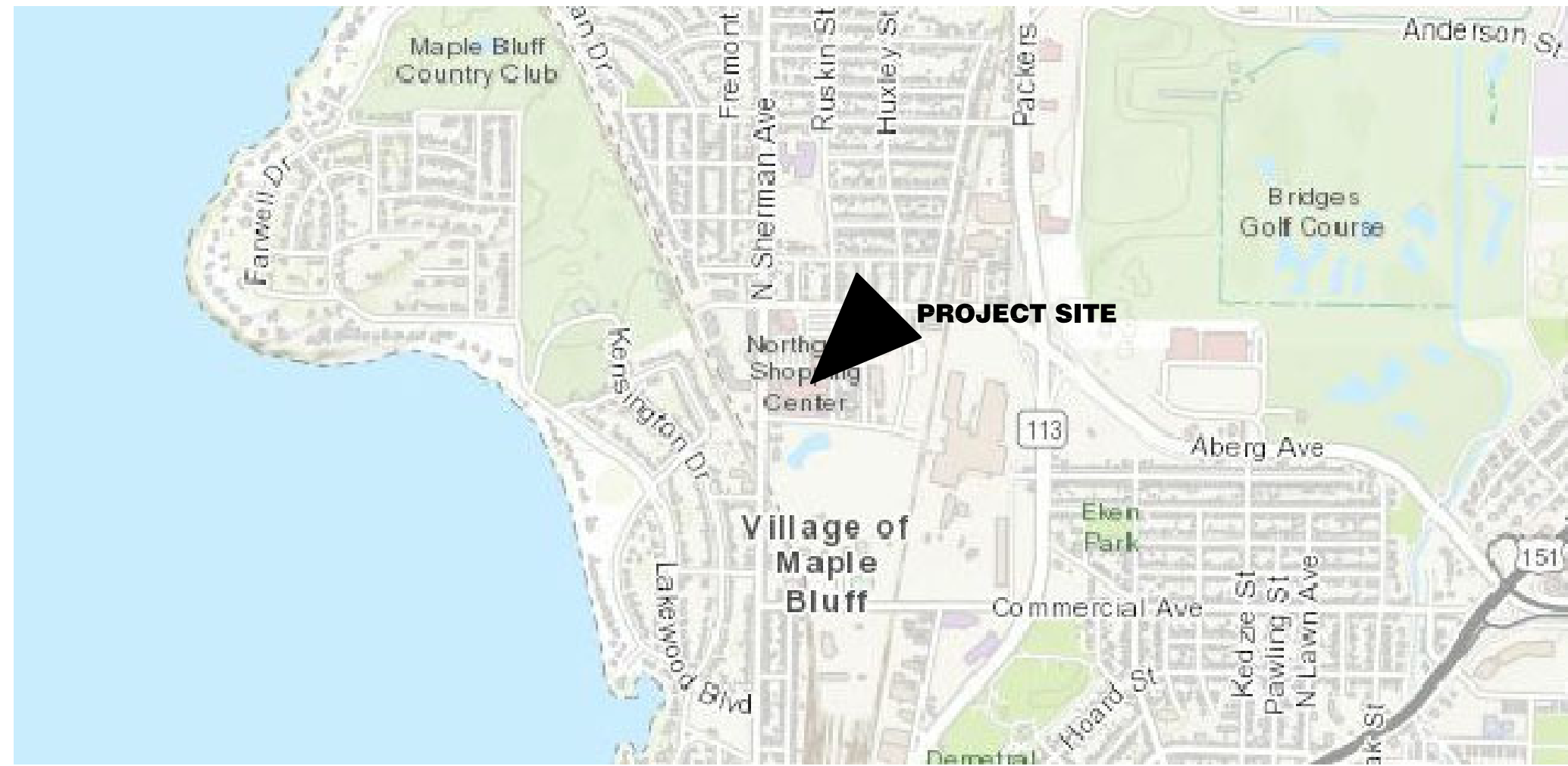
53 PART 3 - EXECUTION

54
55 3.01 EXAMINATION

- 1 A. Examine substrates and openings for compliance with requirements for installation tolerances and
- 2 other conditions affecting performance. Proceed with installation only after unsatisfactory
- 3 conditions have been corrected.
- 4
- 5
- 6 3.02 INSTALLATION
- 7 A. Install products in strict accordance with manufacturer's instructions and approved submittals.
- 8 Locate units level, plumb, and in proper alignment with adjacent work.
- 9 1. Test units for proper function and adjust until proper operation is achieved.
- 10 2. Repair finishes damaged during installation.
- 11 3. Restore finishes so no evidence remains of corrective work.
- 12
- 13 3.03 ADJUSTING AND CLEANING
- 14
- 15 A. Clean exposed surfaces using methods acceptable to the manufacturer which will not damage finish.
- 16 B. Remove debris from site.
- 17
- 18
- 19

END OF SECTION 07 72 20

DANE COUNTY JOB CENTER ROOF ACCESS 1819 ABERG AVENUE MADISON, WISCONSIN



MADISON, WISCONSIN



KEY PLAN AND ADA ACCESSIBLE ROUTE

INDEX OF DRAWINGS

- GENERAL**
G1.0 COVER SHEET AND INDEX OF DRAWINGS
- ARCHITECTURAL**
A2.0 PLANS AND SECTIONS
- STRUCTURAL**
S001 STRUCTURAL PLAN AND GENERAL NOTES

ARCHITECTURAL SYMBOLS AND LEGEND

- X/XXX DETAIL REFERENCE
SHEET REFERENCE
DETAIL NUMBER
- X/XXX WALL SECTION REFERENCE
SHEET REFERENCE
DETAIL NUMBER
- X/XXX WALL SECTION REFERENCE
SHEET REFERENCE
DETAIL NUMBER
- X
X
X ELEVATION REFERENCE
- X PARTITION TYPE REF. SEE SHEET A7.0
- NEW WALLS
- WINDOW TYPES SEE A7.0
- 1 HOUR FIRE RATED WALL
- 2 HOUR FIRE RATED WALL
- 100 DOOR SWING w/NUMBER. SEE A7.0
- 100 EXISTING DOOR SWING w/NUMBER. SEE A7.0
- REVISIONS
- FX-1 RECESSED FIRE EXTINGUISHER
- FX-2 SURFACE MOUNT FIRE EXTINGUISHER
- x70-1 SPOT ELEVATION (FEET-INCHES)
- x70.83 SPOT ELEVATION (FEET.DECIMAL)
- OFFICE
OT2 ROOM NAME & NUMBER
SEE FINISH PLAN SHEET A900s

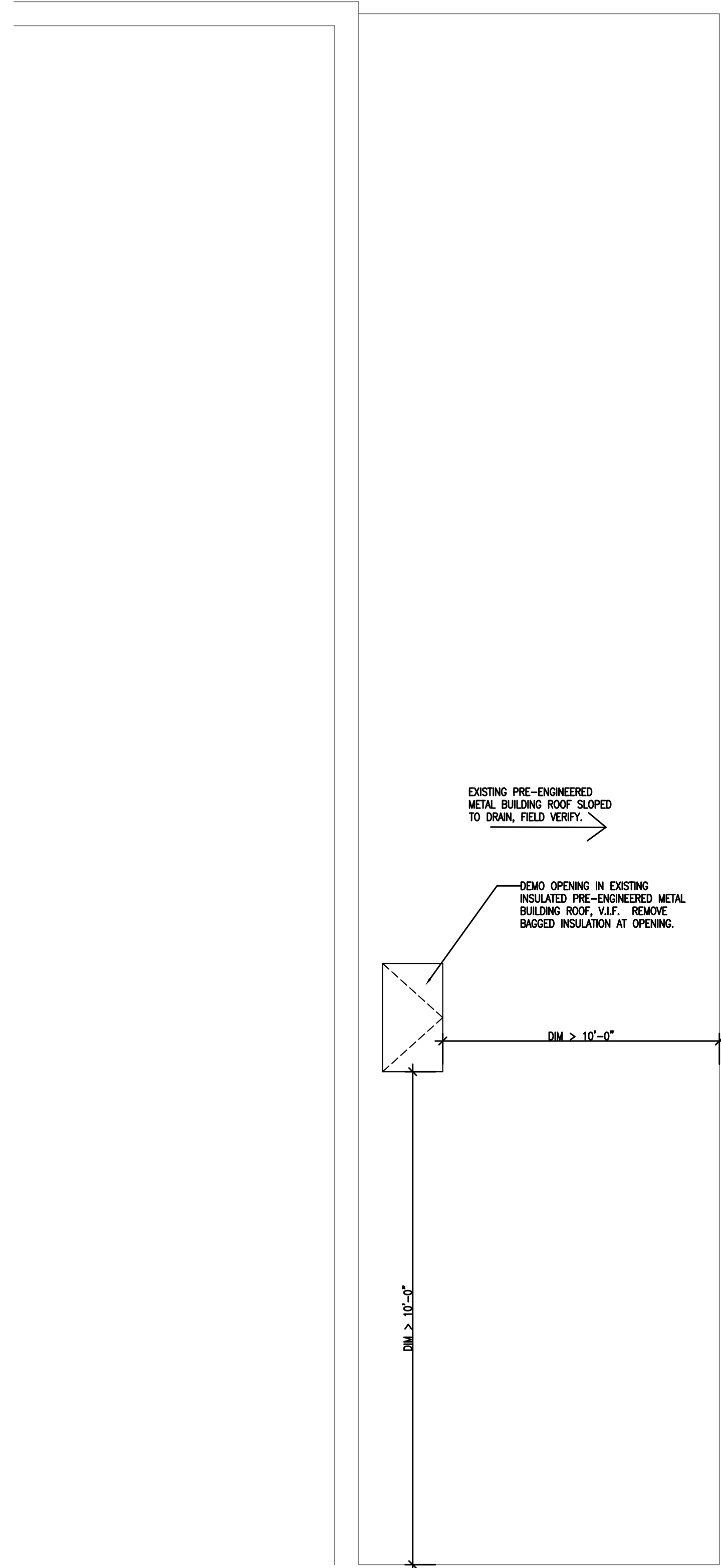
ABBREVIATIONS

- ADA AMERICANS WITH DISABILITIES ACT
- A.F.F. ABOVE FINISHED FLOOR
- AL ALUMINUM
- AP ACCESS PANEL
- CG CORNER GUARD
- CHW CLOTHES HOOK MOUNTED ON WALL
- CJ CONTROL JOINT
- CMU CONCRETE MASONRY UNIT
- CONC CONCRETE
- CPT CARPET
- CT CERAMIC TILE
- CUH CABINET UNIT HEATER
- EJ EXPANSION JOINT
- EWV ELECTRIC WATER COOLER
- EHD ELECTRIC HAND DRYER
- FD FLOOR DRAIN
- FO FOUNDATION DRAIN SYSTEM FLUSHOUT
- FRT FIRE TREATED
- FX-# FIRE EXTINGUISHER AND TYPE
- GWB GYPSUM WALL BOARD
- HM HOLLOW METAL
- MB MARKER BOARD
- TB TACK BOARD
- M MIRROR
- BB BULLETIN BOARD
- M.O. MASONRY OPENING
- N.I.C. NOT IN CONTRACT
- O.F.C.I. OWNER FURNISHED CONTRACTOR INSTALLED
- O.F.O.I. OWNER FURNISHED OWNER INSTALLED
- OPP OPPOSITE
- P.LAM. PLASTIC LAMINATE
- REV REVERSE
- R.O. ROUGH OPENING
- SK SINK
- S.S. STAINLESS STEEL
- SLS SOLID SURFACE
- TD TOWEL DISPENSER
- TPH TOILET PAPER HOLDER
- U.N.O. UNLESS NOTED OTHERWISE
- VCT VINYL COMPOSITION TILE
- WD WOOD
- WP WATER PROOFING
- WPT WORK POINT
- WR WASTE RECEPTACLE

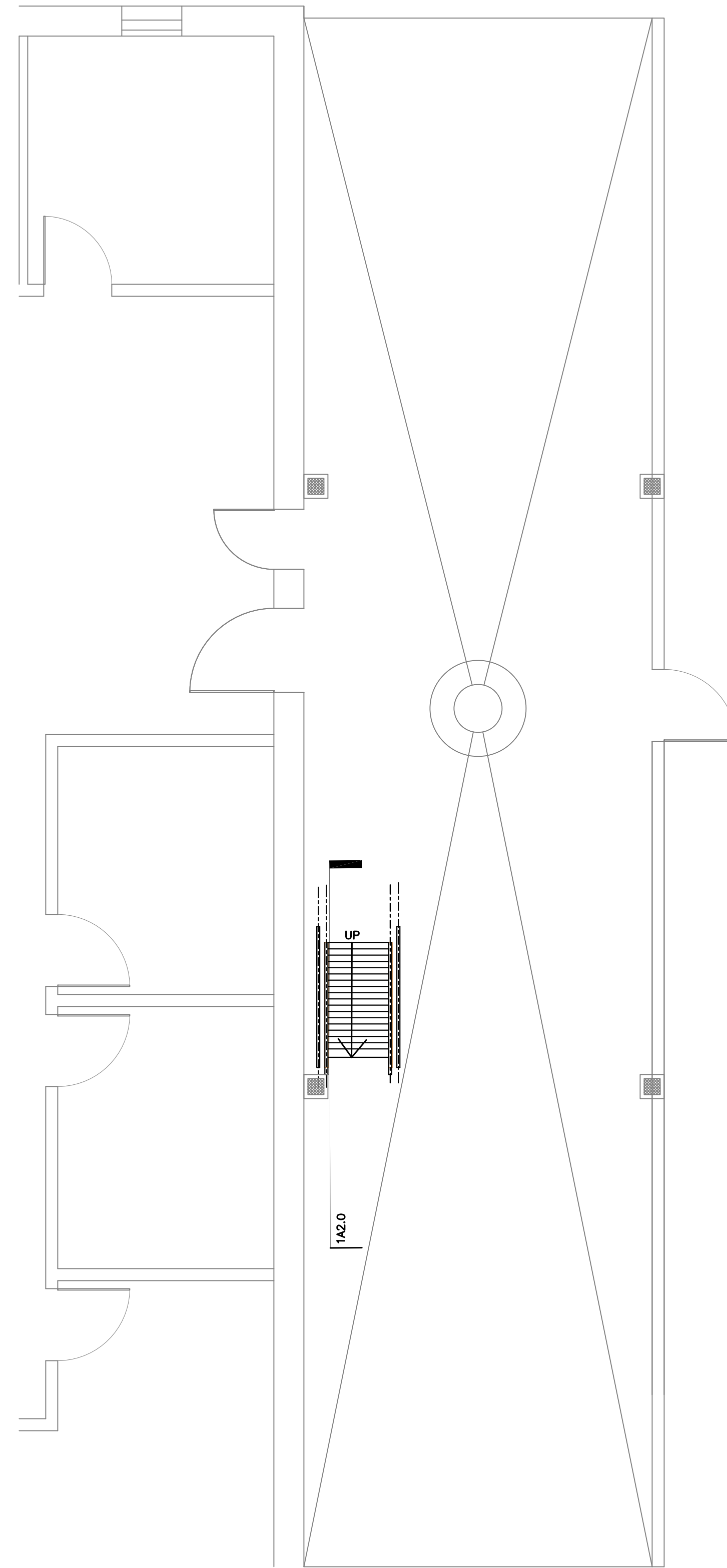
MAJOR USE & OCCUPANCY CLASSIFICATION: B
CONSTRUCTION CLASSIFICATION: IB
GROSS FLOOR AREA OF RENOVATION:
SPRINKLERED
MAXIMUM EXIT ACCESS TRAVEL DISTANCE: 300'

TOILET ACCESSORY SCHEDULE:

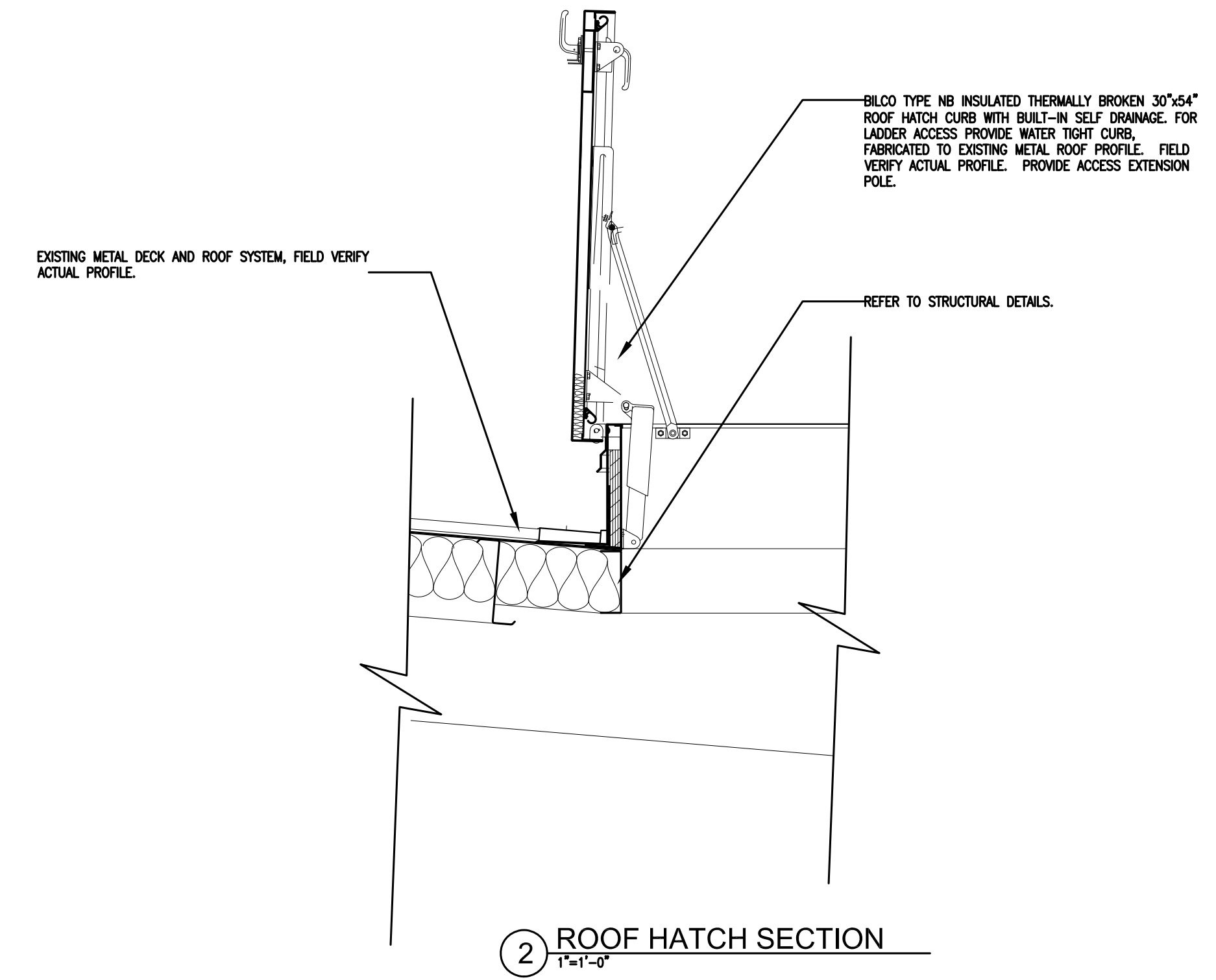
ABBREVIATION	STD. MOUNTING HEIGHT SEE PLAN AND ELEVATION
AP	(1) 5'-6" A.F.F., (1) 4'-0" A.F.F. SEE ELEVATIONS FOR OTHER LOCATIONS
CHW	(1) 2'-11" A.F.F. TO SPOUT OUTLET, (1) 3'-5" A.F.F. TO SPOUT OUTLET
ED	TOP @ 41.25" MALE, 38.25" FEMALE
FD	SEE PLUMBING SPECIFICATION
FS	TOP @ 17'-19" A.F.F.
GB8	CENTER @ 2'-10" A.F.F., 3'-2" A.F.F. IN SHOWER
GB18	HORIZ: CENTER @ 2'-10" A.F.F.; VERT: 3'-4" @ B.O. BAR HORIZ: CENTER @ 3'-2" A.F.F.; VERT: 3'-7" @ B.O. BAR IN SHOWER
GB36	CENTER @ 2'-10" A.F.F., 3'-2" A.F.F. IN SHOWER
GB48	CENTER @ 2'-10" A.F.F., 3'-2" A.F.F. IN SHOWER
GB60	CENTER @ 2'-10" A.F.F., 3'-2" A.F.F. IN SHOWER
LAV	TYPICAL: TOP @ 2'-10" A.F.F. PRESCHOOL: TOP @ 1'-8" A.F.F.
M	BOTTOM @ 3'-4" MAX A.F.F.
SD	TOP @ 48" A.F.F.
SDL	LAVATORY MOUNTED
SND	48" A.F.F. MAX TO OPERATING COMPONENTS (SEE PLAN)
SNL	TOP @ 15" MIN, 48" MAX A.F.F.
TOWR	48" A.F.F. MAX TO OPERATING COMPONENTS (SEE PLAN)
TPH	OUTLET 15" MIN, 48" MAX A.F.F., 7'-9" IN FRONT OF WC TO CL. (SEE PLAN)
WC	SEE PLUMBING
WR	TOP @ 41-45" A.F.F. MAX., BASED ON SPECIFIED PRODUCT (SEE PLAN)



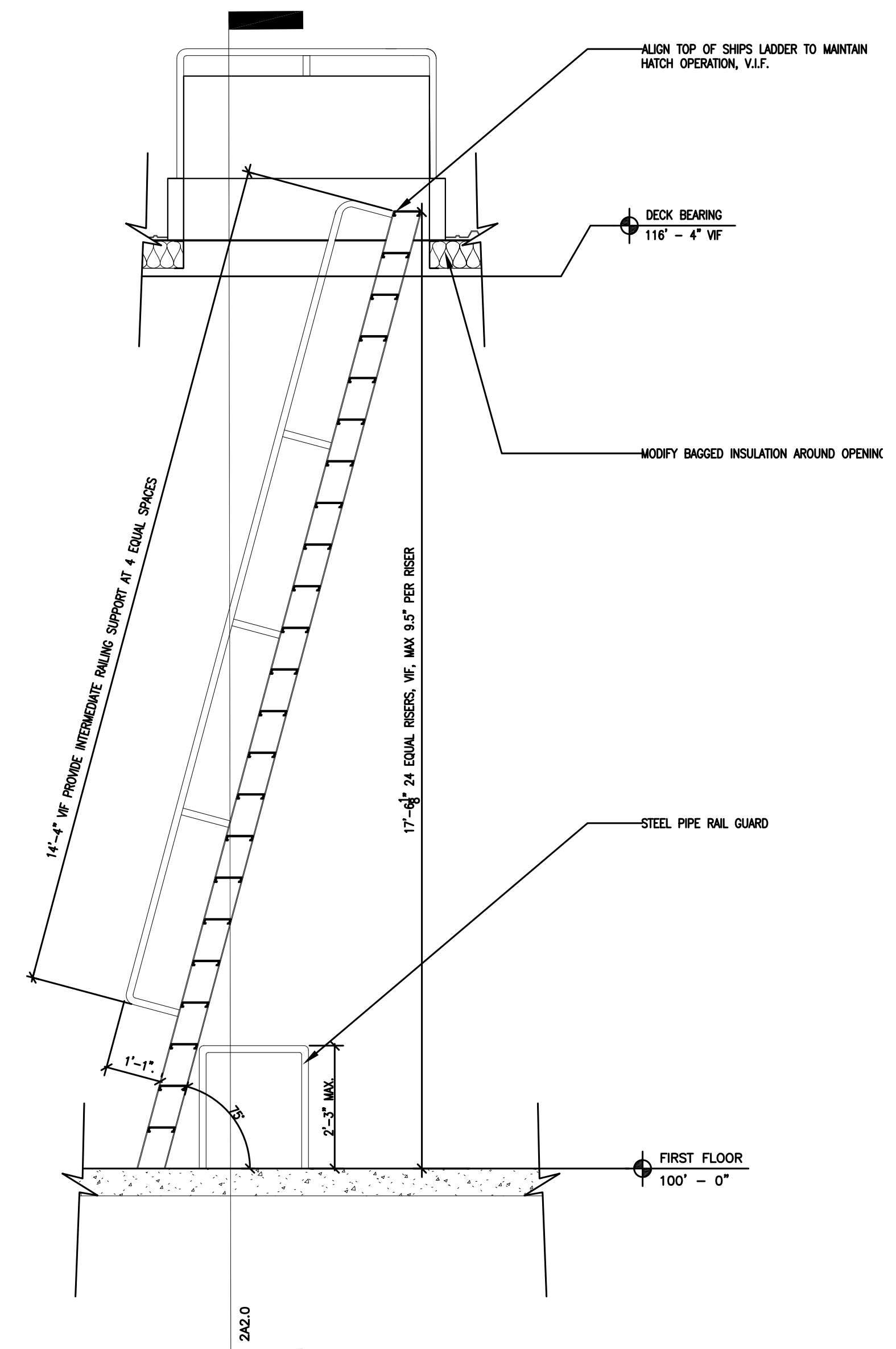
4 PARTIAL ROOF PLAN
1/4"=1'-0"



3 PARTIAL FLOOR PLAN
1/4"=1'-0"



2 ROOF HATCH SECTION
1"=1'-0"



1 SHIP LADDER SECTION
1/2"=1'-0"

PROJECT
DANE COUNTY JOB CENTER
ROOF ACCESS
1819 ABERG AVENUE
MADISON, WI

DRAWING
PLANS AND SECTIONS

DATE
03.20.20

STRUCTURAL SHEET INDEX			
SHEET NUMBER	SHEET NAME	CURRENT REVISION DATE	CURRENT REVISION DESCRIPTION
S001	STRUCTURAL PLAN AND GENERAL NOTES	30/20/2020	BID SET

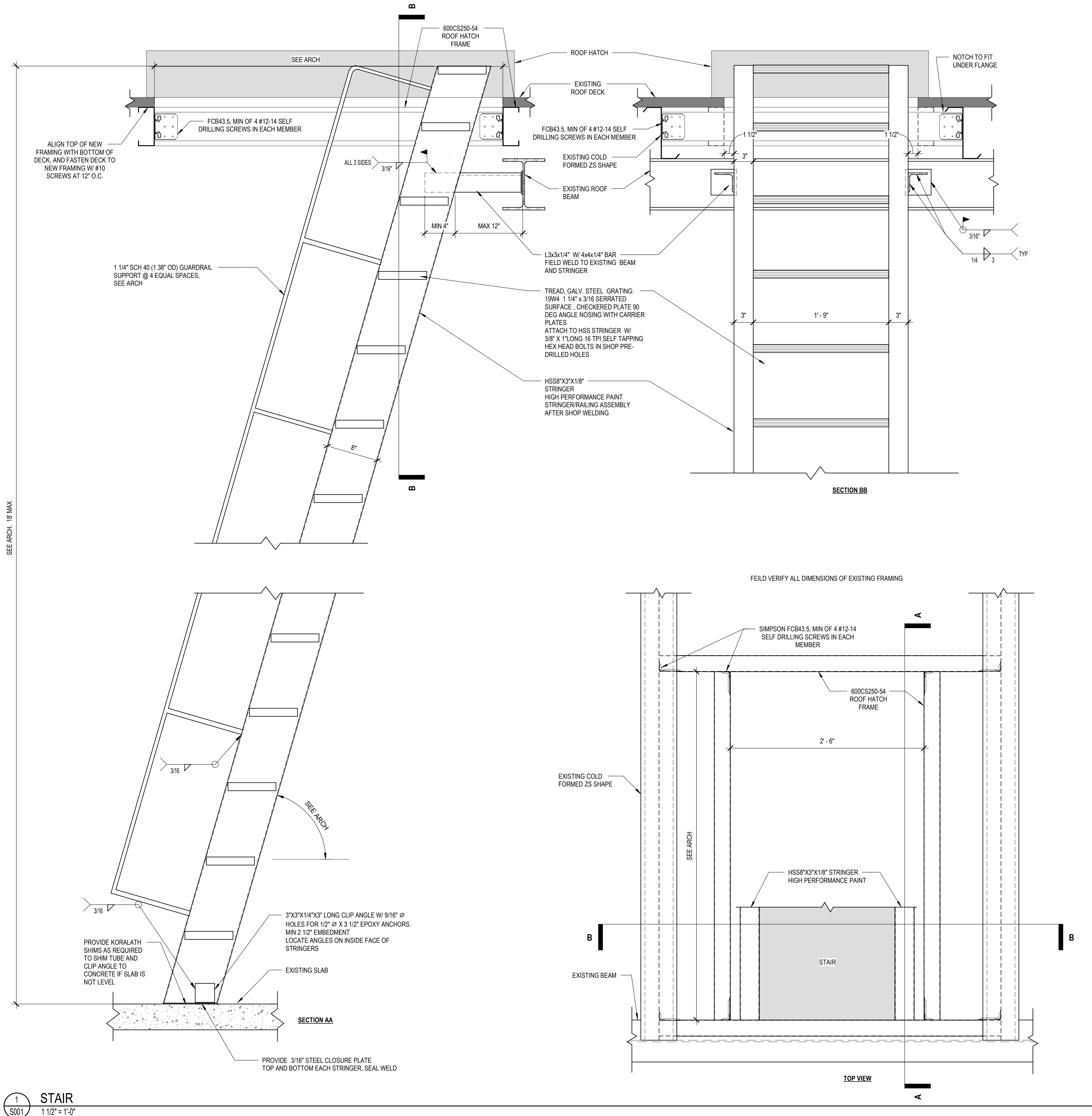
GENERAL NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR JOB SITE SAFETY REQUIREMENTS.
- THE BUILDING STRUCTURE IS DESIGNED TO FUNCTION AS A COMPLETE SYSTEM, AND HAS NOT BEEN ANALYZED OR DESIGNED FOR STABILITY DURING ERECTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DESIGN AND PROVIDE ADEQUATE TEMPORARY BRACING TO INSURE STABILITY DURING THE ERECTION PROCESS.
- THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, AND IS RESPONSIBLE TO INSURE THAT CONSTRUCTION LOADS DO NOT EXCEED THE DESIGN CAPACITY OF THE FRAMING ELEMENTS WHEN THOSE LOADS ARE APPLIED.
- DO NOT SCALE THE DRAWINGS.
- THE CONTRACTOR IS REQUIRED TO COORDINATE THE STRUCTURAL DRAWINGS WITH THE ARCHITECTURAL, CIVIL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS, AND TO BRING ANY DISCREPANCIES, INTERFERENCES, DIMENSIONAL INCONSISTENCIES, OR CONCERNS ASSOCIATED WITH THIS COORDINATION TO THE ARCHITECT AND ENGINEER IMMEDIATELY.
- THE USE OF THESE DRAWINGS AND SPECIFICATIONS SHALL BE RESTRICTED AND LIMITED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED. ALL REPRODUCTION OR DISTRIBUTION IS EXPRESSLY LIMITED TO SUCH USE. ANY OTHER REPRODUCTION OR REUSE, IN WHOLE OR IN PART, FOR ANY OTHER PURPOSE IS PROHIBITED.
- DETAILS, SECTION CUTS AND NOTES INDICATED ON THESE DRAWINGS APPLY TO ALL SIMILAR CONDITIONS, WHETHER REPEATED OR NOT THROUGHOUT THE DRAWINGS.

STRUCTURAL STEEL NOTES

- SEE SPECIFICATION DIVISION 05 SECTION OR REQUIREMENTS IN ADDITION TO THOSE LISTED BELOW.
- PROVIDE NEW MATERIAL CONFORMING TO THE FOLLOWING REQUIREMENTS FOR ALL STRUCTURAL STEEL:

WIDE FLANGE SHAPES (ASTM A992)	Fy = 50 ksi; Fu = 65 ksi
M. S. HP, C, MC, AND L SHAPES (ASTM A36)	Fy = 36 ksi; Fu = 58 ksi
RECTANGULAR HSS SHAPES (ASTM A500-B)	Fy = 46 ksi; Fu = 58 ksi
ROUND HSS SHAPES (ASTM A500-B)	Fy = 42 ksi; Fu = 58 ksi
CARBON STEEL PIPE (ASTM A53-B)	Fy = 35 ksi; Fu = 60 ksi
PLATES AND BARS (ASTM A36)	Fy = 36 ksi; Fu = 58 ksi
- DETAIL, FABRICATE AND ERECT STRUCTURAL STEEL IN CONFORMANCE WITH THE AISC SPECIFICATIONS AND CODES INDICATED.
- PERFORM ALL WELDING USING CERTIFIED WELDERS AND IN ACCORDANCE WITH THE AWS 'STRUCTURAL WELDING CODE - STEEL'.
- SUBMIT SHOP DRAWINGS TO THE ARCHITECT/ENGINEER FOR REVIEW. SHOW SHOP FABRICATION DETAILS, FIELD ASSEMBLY DETAILS, AND ERECTION DIAGRAMS FOR ALL STRUCTURAL STEEL. SCHEDULE SUBMISSIONS TO ALLOW ADEQUATE TIME FOR REVIEW PRIOR TO FABRICATION.
- DO NOT FIELD CUT ANY STRUCTURAL STEEL UNLESS REVIEWED AND APPROVED IN WRITING BY THE EOR. CLEARLY INDICATE ALL STEEL MEMBER OPENINGS REQUIRED ON THE SHOP DRAWINGS. ALL COSTS FOR PROVIDING PENETRATIONS IN THE FIELD, INCLUDING MEMBER REINFORCING, IS THE RESPONSIBILITY OF THE CONTRACTOR.
- ERECTION PROCEDURES, SEQUENCES AND COORDINATION OF WORK WITH OTHER TRADES IS THE RESPONSIBILITY OF THE CONTRACTOR. PROVIDE ANY ADDITIONAL STEEL REQUIRED FOR ERECTION PURPOSES AT NO COST TO THE OWNER. REMOVE THIS ADDITIONAL STEEL UNLESS DIRECTED OTHERWISE BY THE OWNER IN WRITING.
- PROVIDE TEMPORARY BRACING AND SHORING AS REQUIRED FOR THE SAFETY, STABILITY AND ALIGNMENT OF THE STRUCTURE. LEAVE TEMPORARY BRACING IN PLACE UNTIL THE PERMANENT STRUCTURAL LATERAL LOAD RESISTING SYSTEM IS COMPLETE, INCLUDING FLOOR AND ROOF DIAPHRAGMS. PERFORM FINAL BOLTING AND WELDING ONLY ON THOSE PORTIONS OF THE STRUCTURE THAT HAVE BEEN ALIGNED AND PLUMBED WITHIN THE SPECIFIED TOLERANCES.



1 STAIR
S001 1 1/2" = 1'-0"

Architecture
Planning

Dorschner/Associates, Inc.
849 E. Washington Ave., Ste 112
Madison, Wisconsin 53703

ISSUED

STRATEGIC STRUCTURAL DESIGN, LLC
725 HEARTLAND TRAIL, SUITE 203
MADISON, WI 53717
(608) 658-0436
www.strategicstructural.com
SSD Project No. 190132

PROJECT
DANE COUNTY JOB CENTER
ROOF ACCESS
1819 ABERG AVENUE
MADISON, WI

DRAWING
STRUCTURAL PLAN AND
GENERAL NOTES

DATE
03-30-2020

S001

© Strategic Structural Design, LLC 2018. All rights reserved. No part of this document may be reproduced without the written permission of Strategic Structural Design, LLC.