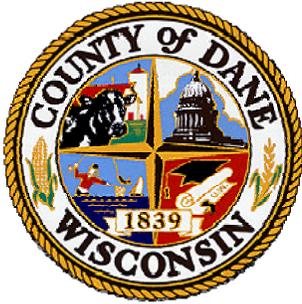


RFB NO. 311012



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. 311012 BADGER PRAIRIE ASBESTOS ABATEMENT OLD BADGER PRAIRIE HEALTH CARE CENTER 1100 E VERONA AVE VERONA, WISCONSIN

Opening Date / Time: **TUESDAY, MAY 3, 2011 / 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:

CALEB BARTH, PROJECT ENGINEER
DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY & TRANSPORTATION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713
TELEPHONE NO.: 608/266-4592
FAX NO.: 608/267-1533
E-MAIL: BARTH.CALEB@COUNTYOFDANE.COM

DOCUMENT INDEX FOR RFB NO. 311012

PROCUREMENT AND CONTRACTING REQUIREMENTS

- Project Manual Cover Page
- Documents Index
- Invitation to Bid (Legal Notice)
- Instructions to Bidders
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DRAWINGS

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LEGAL NOTICE

INVITATION TO BID

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

2:00 P.M., TUESDAY, MAY 3, 2011

REQUEST FOR BIDS NO. 311012

BADGER PRAIRIE ASBESTOS ABATEMENT OLD BADGER PRAIRIE HEALTH CARE CENTER VERONA, WISCONSIN

Dane County is inviting Bids to remove & properly dispose of asbestos containing materials in the West Wing, Hospital, Power House & PW Barn of the Old Badger Prairie Health Care Center, 1100 E. Verona Ave., Verona, WI 53593. The ACM must be disposed in the Dane County Rodefild Landfill, 7102 U.S. Highway 12 & 18, Madison, Wisconsin.

Request for Bids package may be obtained at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608-266-4018, or downloading it from www.danepurchasing.com/rfps.aspx. Please call Caleb Barth, Project Engineer, 608-219-2917, for any questions or additional information.

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

A mandatory bidders facility tour will be held on Tuesday, April 26, 2011 at 9:00 A.M., Badger Prairie Health Care Center, 1100 E Verona Ave., Verona, WI, starting in the front lobby of the Old Administration Building.

**PUBLISH: APRIL 19 & 26, 2011 - WISCONSIN STATE JOURNAL
 APRIL 19 & 26, 2011 - THE DAILY REPORTER**

INSTRUCTIONS TO BIDDERS

**Badger Prairie Asbestos Abatement
Badger Prairie Health Care Center
1100 E Verona Ave.
Verona, Wisconsin**

1. SECURING DOCUMENTS

A. Construction Documents may be obtained at:
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way, Madison, Wisconsin 53713
608/266-4018

or at:

www.countyofdane.com/pwht/bid

B. If Construction Documents are obtained from the Dane County web site, Bidder is responsible to check back regularly at the web site for Addenda.

C. Deposit for Drawings and Specifications is not required.

2. BID REQUIREMENTS

A. Bidder shall submit unit pricing for providing all labor, equipment, tools and materials necessary to perform all Work described in Construction Documents.

B. Envelope containing Bid shall be clearly marked as for this project (note title at top of page). Bids shall be delivered to:
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

C. One (1) Bid Form shall be submitted with your Bid. Bid Form is provided with Construction Documents; no other form or letter shall be accepted.

D. Bidders shall not add any conditions, escalator clauses or qualifying statements to Bid Form.

E. Erasures or other changes to Bid must be explained or noted, and shall be accompanied by initials of bidder.

F. Legally authorized official of bidder's organization shall sign Bids.

G. Bidder's organization shall submit completed Fair Labor Practices Certification form, included in these Construction Documents.

H. Bid Bond shall be made payable to Dane County in amount of five percent (5%) of bid amount. Bid Bond shall be either certified check or bid bond issued by surety licensed to conduct business in the State of Wisconsin. Successful bidder's Bid Bond shall be retained until Contract is signed and required Performance / Payment Bond is submitted.

Bids shall be binding on bidder for sixty (60) days after Bid Opening. Bid Bond must be submitted with Bid.

- I. Successful bidder shall furnish and pay for Performance / Payment Bond as called for in Conditions of Contract.

3. INQUIRIES

- A. Written inquiries regarding intent of Construction Documents should be directed to:
Caleb Barth, Project Engineer
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way, Madison, Wisconsin 53713
Fax: 608/267-1533
Email: barth.caleb@countyofdane.com
- B. Bidders shall bring questions, discrepancies, omissions, conflicts or doubt as to meaning of any part of Construction Documents to attention of Department of Public Works, Highway & Transportation at least five (5) days before due date for Bids. Prompt clarification of intent of Construction Documents shall be made available to bidders in form of Addendum. Bidder shall acknowledge all Addenda on Bid Form.
- C. Failure to request clarification of interpretation of Construction Documents shall not relieve bidders of their responsibilities to perform Work.

4. EXAMINATION OF SITE

- A. A bidders facility tour will be held on Tuesday, April 26, 2011 at 9:00 AM, Badger Prairie Health Care Center, 1100 E Verona Ave., Verona, WI, starting in the front lobby of the Old Administration Building. Bidders are required to attend this mandatory tour in order to bid on the Work proposed.
 1. Extra time will be allotted for contractors to tally quantities to be removed.

5. ALTERNATES

- A. Not used.

6. WITHDRAWAL OF BIDS

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

7. BID OPENING

- A. See Legal Notice (advertisement).

8. COMMENCEMENT AND COMPLETION OF WORK

- A. Work shall commence by June 1, 2011.
- B. Work shall be completed by July 1, 2011.

- C. Dane County requires the bidder to have the ability to mobilize a minimum of ten (10) certified asbestos abatement workers at a time.

9. RESERVATION

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

BID FORM

BID NO. 311012

**PROJECT: BADGER PRAIRIE ASBESTOS ABATEMENT
OLD BADGER PRAIRIE HEALTH CARE CENTER**

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

BASE BID - UNIT PRICING

Dane County is inviting Bids to remove & properly dispose of asbestos containing materials in the West Wing, Hospital, Power House, & PW Barn of the Old Badger Prairie Health Care Center, 1100 E Verona Ave., Verona, WI 53593. The ACM must be disposed in the Dane County Rodefild Landfill, 7102 U.S. Highway 12 & 18, Madison, Wisconsin.

All measurements listed below are approximations. Public Works Engineering reserves the right to modify the scope of work before or during the progress of the project. All additional work and deductions will be determined according to the following unit pricing. Contractor must attend the pre-bid conference and can verify measurements at that time. Questions should be directed to the Project Engineer, Caleb Barth, by contacting him at 608/219-2917 or at barth.caleb@countyofdane.com.

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 unit pricing as follows:

ASBESTOS CONTAINING MATERIALS TO BE REMOVED		
Material Description	Amount	Unit
Mobilization / Demobilization	1	@ \$ /EA =\$
x < 4" – Pipe Insulation	2000 Ln. Ft.	@ \$ / Ln. Ft. =\$
4" ≤ x < 8" – Pipe Insulation	800 Ln. Ft.	@ \$ / Ln. Ft. =\$
8" ≤ x – Pipe Insulation	120 Ln. Ft.	@ \$ / Ln. Ft. =\$
x < 4" – Fitting Insulation	840	@ \$ /EA =\$
4" ≤ x < 8" – Fitting Insulation	190	@ \$ /EA =\$
8" ≤ x – Fitting Insulation	20	@ \$ /EA =\$
9.5' Length, 5.5' Diameter, 1" Thick - Tank Insulation	1	@ \$ /EA =\$
20" Wide Black Roof Flashing	1050 Ln Ft	@ \$ / Ln. Ft. =\$
3 1/2" Wide Parapet Cap Caulk	185 Ln. Ft.	@ \$ /Ln. Ft. =\$
3' x 3' Roof Vent Flashing	14 Vents	@ \$ /EA =\$
7" Diameter Roof Pipe Flashing	12 Pipes	@ \$ /EA =\$
1" Parapet Crack Fill	105 Ln. Ft.	@ \$ / Ln. Ft. =\$

Material Description	Amount	Unit
Black Roof Sealant	135 Sq. Ft.	@ \$ /Sq. Ft. =\$
Medium Window Caulk (≤ 30 sq. ft.)	127 Windows	@ \$ /EA =\$
Large Window Caulk (30 sq. ft. <)	29 Windows	@ \$ /EA =\$
5' x 7' Vent Caulk	1	@ \$ /EA =\$
3' x 7' Door Caulk	1	@ \$ /EA =\$
Hospital Patio Fence Caulk	80 Ln. Ft.	@ \$ /Ln. Ft. =\$
Old Electrical Panels	5 Panels	@ \$ /EA =\$
Fireproofed Door (PW Barn)	1	@ \$ /EA =\$

Total: \$ _____
Numeric Price

_____ and _____ /100 Dollars
Written Price

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

Addendum No(s). _____ through _____

Dated _____

Dane County must have this project completed by July 1, 2011. Assuming this Work can be started by June 1, 2011, what dates can you commence and complete this job?

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

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

(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

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

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

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

SIGNATURE: _____
(Bid is invalid without signature)

Print Name: _____ Date: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

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

BID CHECK LIST:

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

Bid Form

Bid Bond

Fair Labor Practices Certification

BIDDERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

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

www.danepurchasing.com/registration

DANE COUNTY BEST VALUE CONTRACTING PRE-QUALIFICATION

Contractors must be pre-qualified as a Best Value Contractor with the Dane County Public Works Engineering Division before the award of contract. Obtain a *Best Value Contracting Application* by calling 608/266-4018 or complete one online at:

www.co.dane.wi.us/pwht/BVC_Application.aspx

EQUAL BENEFITS REQUIREMENT

By submitting a Bid, the contractor acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. For more information:

www.danepurchasing.com/partner_benefit.aspx

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

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

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

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



DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive
Kathleen M. Falk

1919 Alliant Energy Center Way • Madison, Wisconsin 53713
Phone: (608) 266-4018 • FAX: (608) 267-1533

Commissioner / Director
Gerald J. Mandli

BEST VALUE CONTRACTING APPLICATION

CONTRACTORS / LICENSURE APPLICANTS

The Dane County Department of Public Works requires all contractors to be pre-qualified as a best value contractor with the County prior to being awarded a contract. In addition, the County pre-qualifies potential contractors and sub-contractors who wish to work on County contracts. Subcontractors must become pre-qualified ten (10) days prior to commencing work under any Dane County Public Works Contract. Potential subcontractors are urged to become pre-qualified as early as possible. This document shall be completed, properly executed, along with the necessary attachments and additional information that the County requires for the protection and welfare of the public in the performance of a County contract.

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

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

EXEMPTIONS

- Contractors or subcontractors of any tier attain prequalification status with Dane County if the contractor has current Executive Order 108 precertification status with the State of Wisconsin.
- Contractors who employ less than five (5) apprenticeable trade workers are not required to prequalify.
- Contractors performing work that does not apply to an apprenticeable trade, as outlined in Appendix A.
- The contractor / subcontractor provides sufficient documentation to demonstrate one or more of the following:
 - apprentices are not available in a specific geographic area;
 - the applicable apprenticeship program is unsuitable or unavailable; or
 - there is a documented depression of the local construction market which prevents compliance.

SEC.	PROOF OF RESPONSIBILITY	CHECK IF APPLICABLE
1	Does your firm possess all technical qualifications and resources, including equipment, personnel and financial resources, necessary to perform the work required for any project or obtain the same through the use of responsible, prequalified subcontractors?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2	Will your firm possess all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, which are necessary for the type of work to be performed including, but not limited to, those for any type of trade work or specialty work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3	Will your firm meet all bonding requirements as required by applicable law or contract specifications?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
4	Will your firm meet all insurance requirements as required by applicable law or specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
5	Will your firm maintain a substance abuse policy for employees hired for public works contracts that comply with Wis. Stats. Sec. 103.503?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
6	Does your firm acknowledge that it must pay all craft employees on public works projects the wage rates and benefits required under Section 66.0903 of the Wisconsin Statutes?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
7	Will your firm fully abide by the equal opportunity and affirmative action requirements of all applicable laws, including County ordinances?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
8	In the past three (3) years, has your firm had control or has another corporation, partnership or other business entity operating in the construction industry controlled it? If so, please attach a statement explaining the nature of the firm relationship?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
9	In the past three (3) years, has your firm had any type of business, contracting or trade license, certification or registration revoked or suspended?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
10	In the past three (3) years, has your firm been debarred by any federal, state or local government agency?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
11	In the past three (3) years, has your firm defaulted or failed to complete any contract?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
12	In the past three (3) years, has your firm committed a willful violation of federal, state or local government safety laws as determined by a final decision of a court or government agency authority.	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
13	In the past three (3) years, has your firm been in violation of any law relating to your contracting business where the penalty for such violation resulted in the imposition of a penalty greater than \$10,000?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
14	Is your firm Executive Order 108 precertified with the State of Wisconsin?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
15	Is your firm an active Wisconsin Trade Trainer as determined by the Wisconsin Bureau of Apprenticeship Standards and listed at: dwd.wisconsin.gov/apprenticeship/executive_order108.htm ?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
16	Is your firm exempt from being prequalified with Dane County?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach reason for exemption.
17	Does your firm acknowledge that in doing work under any County Public Works Contract, it will be required to use as subcontractors only those contractors that are also prequalified with the County or become so ten days prior to commencing work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

SIGNATURE SECTION

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

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

Signature

Date

Printed or Typed Name and Title

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

REMEMBER!

Return all to forms and attachments, or questions to:

CALEB BARTH

EMAIL: BARTH.CALEB@CO.DANE.WI.US

OFFICE: (608)266-4592, CELL: (608)219-2917, FAX: (608)267-1533

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

APPENDIX A

APPRENTICEABLE TRADES

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

COUNTY OF DANE

PUBLIC WORKS CONTRACT

Contract No. _____ Bid No. 311012

Authority: Res. _____, 2011-12

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

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Associate Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Badger Prairie Asbestos Abatement at the Old Badger Prairie Health Care Center ("the Project"); and

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

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

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

Such equal opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

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

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

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

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

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

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

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

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

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

* * * * *

FOR CONTRACTOR:

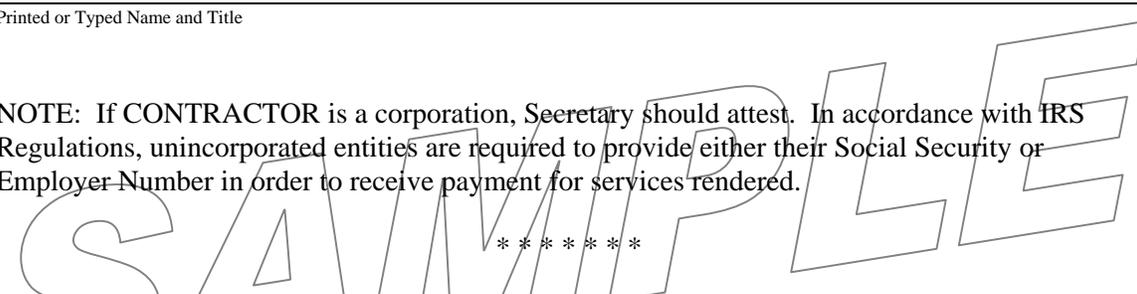
Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

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



* * * * *

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

FOR COUNTY:

Kathleen M. Falk, County Executive Date

Robert Ohlsen, County Clerk Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.

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

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

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

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

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

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

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

Signed and sealed this day of , 20 .

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

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address): _____

SURETY (Name and Principal Place of Business): _____

OWNER (Name and Address): _____

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

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

None

See Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: _____
(Corporate Seal)

SURETY COMPANY: _____
(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

Attorney-in-Fact

(Any additional signatures appear on page 3)

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

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

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

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

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

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

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

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

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

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

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

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

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

1. After investigation, determine the amount for

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

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

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

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

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

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

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

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

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

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

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

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

12 DEFINITIONS

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

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

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SAMPLE

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

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

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

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL
COMPANY: (Corporate Seal)

SURETY COMPANY:
(Corporate Seal)

Signature: _____
Name and Title:

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

(Any additional signatures appear on page 6)

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

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

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

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

15. DEFINITIONS

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

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SAMPLE

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

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

CONDITIONS OF CONTRACT
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1. BIDS AND QUOTATIONS

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

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

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

2. GUARANTEE AND BOND

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

by the County of a Performance Bond from the Contractor, if one is required. Surety Bid Bonds will not be returned unless specifically requested by individual bidders.

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

3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

- G. By approving and submitting, Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Construction Documents.
- H. The Contractor shall not be relieved of responsibility for deviations from requirements of the Construction Documents by the Public Works Project Engineer's approval of Shop Drawings, Product Data, Samples and similar submittals unless the Contractor has specifically informed the Public Works Project Engineer in writing of such deviation at the time of submittal and the Public Works Project Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Sample or similar submittals by the Public Works Project Engineer's approval thereof.
- I. The Contractor shall in writing direct specific attention to revised and / or resubmitted Shop Drawings, Product Data, Samples or similar submittals that were not requested by the Public Works Project Engineer on previous submittals.
- J. Unless specified otherwise, Contractor shall submit three (3) copies of all Shop Drawings, Product Data, Samples or similar submittals for each submission, until receiving final approval. After final approval, provide five (5) additional copies for distribution and such other copies as may be required.

4. AWARDS

- A. **Lowest Responsible Bidder.** Award will be to the lowest responsible bidder conforming to Construction Documents or on the most advantageous bid to the County.
- B. **Other Considerations.** Quantities involved, time of delivery, purpose for which required, competency of bidder, the ability to render satisfactory service and past performance will be considered in determining responsibility. Dane County requires the bidder to have the ability to mobilize a minimum of ten (10) certified asbestos abatement workers at a time.
- C. **Rejection of Bids.** The County reserves the right to reject any or all bids or quotations in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. The County reserves also the right to waive technical defects when in its judgment the best interests of the County thereby will be served.
- D. **Notice of Acceptance.** Sufficient notification of acceptance of bid will be written notice of award to a bidder in the form of a Purchase Order or similar, mailed or delivered to the address shown on the Bid Form.
- E. **Tie Bids.** If two or more bidders submit identical bids, the decision of the County to make award to one or more of such bidders shall be final. Cash discount will be taken into consideration determining an award. Also, see Article 7.A. IDENTICAL BIDDING, Antitrust Laws.
- F. **Qualifying Bidders.** Prior to solicitation and / or awarding of bid, the County may require submission by bidder of complete financial statement and questionnaire describing bidder's financial ability and experience in performance of similar work. Refer to Instructions to Bidders.

- G. **Disqualification.** Awards will not be made to any person, firm or company in default of a Contract with the County, or to any bidder having as its sales agent or representative or as a member of the firm, any individual previously in default or guilty of misrepresentation.
- H. **Bid Results.** Bidders may secure information pertaining to results of bids by visiting the County Purchasing Division Office Monday through Friday, between 7:45 a.m. and 4:30 p.m.

5. CONTRACT PROVISIONS

- A. **Acceptance Constitutes Contract.** Written acceptance by the Public Works Project Engineer of a proposal for services shall constitute a Contract, which shall bind the bidder to perform the Work as detailed in the Construction Documents, for the bid amount and in accordance with all conditions of said accepted bid. A formal Contract containing all provisions of the Contract signed by both parties shall be used when required by the Public Works Project Engineer.
- B. **Local Restrictions and Permits.** All work shall be done according to applicable laws, ordinances and codes. The Contractor shall procure and pay for all required permits for permanent or temporary work.
- C. **Payment of Invoices.** Payment may be made only after inspection and acceptance by the using agency and approval by the Dane County Public Works Project Engineer, and, where required by ordinances, approval by the Dane County Board of Supervisors. If materials or equipment were delivered, constructed, erected, installed or tested on site, payment shall be made based on ninety-five percent (95%) of the value of all Work performed up to fifty percent (50%) of scheduled values less the total of previous payments. Authorized extra work will be included in progress payments. Payment of balances will be made only after approval and final acceptance by the County in consideration and elimination of the possibilities of imperfect work, faulty materials or equipment, liens that have been filed, or if evidence indicates the possible filing of claims.
- D. **Contract Alterations.** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or authorized agent.
- E. **Assignments.** No contract may be assigned, sublet or transferred without written consent of the Public Works Project Engineer.
- F. **Cancellations.** A contract may be canceled or voided by the Public Works Project Engineer upon non-performance or violation of contract provisions, and an award made to the next low bidder or articles specified may be purchased on the open market. In either event, the defaulting contractor (or their surety) shall be liable to Dane County for costs to the County in excess of the defaulting contractor's contract prices.
- G. **Right of the Department to Terminate Contract.**
 - 1. In the event that the Contractor or any subcontractors violate any of the provisions of this Contract, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

2. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract subject to County's approval. However, if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the Work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor. The Contractor and Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the Work, such equipment, materials and / or supplies as may be on the site of the Work and therefore necessary.

H. **Non-Liability.** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Public Works Project Engineer's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Public Works Project Engineer may in the discretion, cancel the Contract.

I. **Quality Assurance.** Inspection of equipment, materials and / or supplies shall be made by or at the direction of the County or the Agency to which the goods are delivered, and any articles supplied that are defective, or fails in any way to meet Specifications or other requirements of the Contract, will be rejected. The Public Works Project Engineer shall direct all required laboratory tests. The decision of the Public Works Project Engineer on acceptance shall be final.

J. **Time for Completion.** The Contractor agrees that the Work shall be prosecuted regularly and diligently and complete the entire project as stated in the Construction Documents.

K. **Changes in the Work.**

1. Except in cases of emergency, no changes in the Work covered by the approved Construction Documents shall be made without having prior written approval of the Department. Charges or credits for the work covered by the approved change shall be determined by one of the following methods:
 - a) Unit bid prices previously approved.
 - b) An agreed lump sum based on actual cost of:
 - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
 - 2) Materials entering permanently into the Work;
 - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for the operation of construction or power equipment;
 - 5) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
 - 6) Social Security, pension and unemployment contributions;
 - 7) To the cost under K.1.b) 2), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expense;
 - 8) On that portion of the work under K.1.b) 2) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense; and

- 9) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.
- c) Cost-Plus Work, with a not-to-exceed dollar limit, based on actual cost of:
 - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
 - 2) Materials entering permanently into the Work;
 - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work. (Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment);
 - 4) Power and consumable supplies for the operation of construction or power equipment;
 - 5) Workmen's Compensation, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
 - 6) Social Security, pension and unemployment contributions;
 - 7) To the cost under K.1.c) 3) there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expense;
 - 8) On that portion of the work under K.1.c) 3) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense; and
 - 9) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.
2. If the Contractor claims that by any instructions given by the the Department, by drawings or otherwise, regarding the performance of the Work or the furnishing of material under the Contract, involves extra cost, the Contractor shall give the Department written notice thereof within two weeks after the receipt of such instructions and in any event before proceeding to execute the work, unless delay in executing the work would endanger life or property.
3. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order and approved by the Department, as previously mentioned, and the claim presented with the payment request submitted after the changed or extra work is completed.
4. Negotiation of cost for a change in the Work shall not be cause for the Contractor to delay prosecution of the Work if the Contractor has been authorized in writing by the Public Works Project Engineer to proceed.
- L. Payments to Contractor.**
 1. The County will make partial payments to the Contractor for the value, proportionate to the amount of the Contract, of all labor and material incorporated in the work during the preceding calendar month upon receipt of Application and Certificate of Payment and approval of the Department.
 2. The Contractor shall submit the Application and Certificate of Payment to the Public Works Project Engineer. Evidence may be required, and supplied on demand, that supports the request and the Contractor's right to the payment claimed.

3. Request for payment for preparatory work and materials delivered and suitably stored at the site to be incorporated into the Work at some future period, will be given due consideration. Requests involving materials stored off the site, may be rejected; however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered conditional upon the submission by the Contractor of bills of sale and such other procedures as will adequately protect the County's interest such as storage in a bonded warehouse with adequate coverage. If there is any error in a payment, the Contractor is obligated to notify the Department immediately, but no longer than ten (10) days from receipt of payment.
4. Payments by the County will be due within forty-five (45) days after receipt by the Department of a certified request.
5. Five percent (5%) of each request for certification will be retained until final completion and acceptance of all the Work covered by the Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at the site, the remaining payments will be made in full if the Public Works Project Engineer find that the progress of the Work corresponds with the construction progress schedule. If the Public Works Project Engineer find that the progress of the Work does not correspond with the construction progress schedule, up to ten percent (10%) of each request for payment may be retained for the Work completed.
6. All material and work covered by partial payments made shall become the sole property of the County. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the Contract.
7. Final payment will be made within sixty (60) days after final completion of the Work, and will constitute acceptance thereof.
8. On completion and acceptance of each separate division of the Contract, on which the stated price is separated in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
9. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit(s) as required to prove that all debts and claims against this Work are paid in full or otherwise satisfied, and give final evidence of release of all liens against the Work and County. If Wisconsin Prevailing Wage Rate Determination is required for this Work, use "Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination" and "Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination" (if applicable). If Wisconsin Prevailing Wage Rate Determination is not required for this Work, use "Dane County, Wisconsin Contractor Wage Affidavit". Forms of such affidavits are included in Supplementary Conditions.

M. Withholding of Payments.

1. The County, after having served written notice on the said Contractor, may either pay directly any unpaid bills of which the Department has written notice, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged. Then payment to the Contractor shall be resumed

in accordance with the terms of this Contract, but in no event shall these provisions be construed to impose any obligations upon the County to either the Contractor or the Contractor's Surety.

2. In paying any unpaid bills of the Contractor, the County shall be deemed the Agent of the Contractor, and any payment so made by the County, shall be considered as a payment made under the Contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payment made in good faith.
3. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance of this Contract.
4. At the Department's request, the Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

N. Acceptance of Final Payment as Release.

1. The making of final payment shall constitute a waiver of all claims by the County except those arising from:
 - a) Unsettled lien;
 - b) Faulty or defective work appearing after substantial completion;
 - c) Failure of the work to comply with the requirements of the Construction Documents;
or
 - d) Terms of any special guarantees required by the Construction Documents.
2. The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

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

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

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

Q. Correction of Work.

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

6. GENERAL GUARANTEE

- A. Neither the final certificate of payment nor any provision in the Construction Documents nor partial or entire occupancy of the premises by the County shall constitute an acceptance of work not done in accordance with the Construction Documents or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.
 1. In no event shall the making of any payment required by the Contract constitute or be construed as a waiver by County of any breach of the covenants of the Contract or a waiver of any default of Contractor and the making of any such payment by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.
- B. The Contractor shall remedy and make good all defective workmanship and materials and pay for any damage to other work resulting therefrom, which appear within a period of one year from the date of substantial completion, providing such defects are not clearly due to abuse or misuse by the County. The Department will give notice of observed defects with reasonable promptness.
- C. Guarantee on work executed after certified date of substantial completion will begin on the date when such work is inspected and approved by the Public Works Project Engineer.
- D. Where guarantees or warranties are required in sections of Construction Documents for periods in excess of one year, such longer terms shall apply; however, the Contractor's Performance / Payment Bond shall not apply to any guarantee or warranty period in excess of one year.

7. IDENTICAL BIDDING

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

8. BINDING CONTRACTS

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

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

- A. **Affirmative Action Provisions.** During the term of its Contract, Contractor agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, available to all employees, service recipients and applicants for this paragraph. The listing of prohibited bases for discrimination shall no be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.
- B. Contractor is subject to this paragraph only if Contractor has ten (10) or more employees and receives \$10,000.00 or more in annual aggregate contracts with County. Contractor shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Contractor must file such plan within fifteen (15) days of the effective date of this Contract and failure to do so by that date shall constitute grounds for immediate termination of the Contract. During the term of this Contract, Contractor shall also provide copies of all announcements of employment opportunities to the County's Contract Compliance Office, and shall report annually the number of persons, by race, sex and handicap status, which apply for employment and, similarly classified, the number hired and the number rejected.
- C. Contact the Dane County Contract Compliance Officer at Dane County Contract Compliance Office, 210 Martin Luther King, Jr. Blvd., Room 421, Madison, WI 53703, 608/266-4114.
- D. In all solicitations for employment placed on Contractor's behalf during the term of this Contract, Contractor shall include a statement to the effect the Contractor is an "Equal Opportunity Employer."
- E. Contractor agrees to furnish all information and reports required by County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and the provision of this Contract.
- F. **Minority / Women / Disadvantaged / Emerging Small Business Enterprises.** Chapter 19.508 of the Dane County Code of Ordinances is the official policy of Dane County to utilize Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs) fully.
- G. The Contractor may utilize MBEs / WBEs / DBEs / ESBEs as subcontractors or suppliers. A list of subcontractors will be required of the low bidder as stated in this Contract. The list shall indicate which subcontractors or suppliers are MBEs / WBEs / DBEs / ESBEs and what percentage of subcontract is awarded, shown as a percentage of the total dollar amount of the bid.

10. COMPLIANCE WITH FAIR LABOR STANDARDS

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

11. DOMESTIC PARTNERSHIP BENEFITS

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

12. INSURANCE REQUIREMENTS

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

- C. The obligations of the Contractor under this Contract shall not extend to the liability of the Architect / Engineer, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or (2) the giving of or the failure to give directions or instruction by the Architect / Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- D. The County shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.
- E. **Contractor Carried Insurance.** In order to protect itself and the County, the Contractor shall not commence work under this Contract until obtaining all the required insurance and the County has approved such insurance. The Contractor shall not allow any subcontractor to commence work on the subcontract until the insurance required of the subcontractor has been so obtained and approved.
1. **Worker's Compensation Insurance**
The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance as required by statute for all of its employees engaged in work at the site of the project under this Contract and, in case of such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
 2. **Contractor's Public Liability and Property Damage Insurance**
The Contractor shall procure and maintain during the life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 per occurrence for bodily injury and death, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 and shall be primary with Dane County as an "Additional Insured".
 3. **Auto Liability Insurance**
The Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000.00 and shall be primary with Dane County as an "Additional Insured".
- F. Contractor either (1) shall require each subcontractors to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or (2) insure that activities of subcontractors in their own policy.
- G. Contractor shall furnish the County with certificates showing type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially this statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."
- H. **Builder's Risk.** County shall provide Builder's Risk policy. Terms of this policy will be made available by County's Risk Manager upon Contractor's request. By executing this Contract, Contractor warrants it is familiar with terms of said policy.

SUPPLEMENTARY CONDITIONS

1. APPLICATION & CERTIFICATE FOR PAYMENT

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


AIA Document G702™ – 1992

Application and Certificate for Payment

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

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

1. ORIGINAL CONTRACT SUM \$ _____

2. Net change by Change Orders \$ _____

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

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

5. RETAINAGE:

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

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

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

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

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

8. CURRENT PAYMENT DUE \$ _____
(Line 7 less Line 6)

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 \$ _____
(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.

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

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Continuation Sheet

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

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

A LINE NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NET/GR (D+E))	G TOTAL COMPLETED AND STORED TO DATE (D+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETENTAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.
 AIA Document G703™ – 1992 Copyright © 1993, 1995, 1997, 1970, 1976, 1982 and 1992 by The American Institute of Architects. All rights reserved. (AIA/INHS). 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 for 175 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.

3. PREVAILING WAGE RATE DETERMINATION

- A. These supplements shall modify, delete, and / or add to Conditions of Contract. Where any article, paragraph, or subparagraph in Conditions of Contract is supplemented by one of these paragraphs, provisions of such article, paragraph, or subparagraph shall remain in effect and supplementary provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in Conditions of Contract is amended, voided, or superseded by any of these paragraphs, provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.
 - 1. Conditions of Contract. Following Prevailing Wage Rate Determination No. 201101322 is added to Conditions of Contract.

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

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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

List of Agents and Subcontractors

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

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

ISSUE DATE: 4/11/2011

PROJECT:

BADGER PRAIRIE ASBESTOS ABATEMENT
VERONA CITY, DANE COUNTY, WI
Determination No. 201101322 [Owner Project No. 311012]

PROJECT OWNER:

CALEB BARTH, ENGINEERING INTERN
DANE COUNTY PUBLIC WORKS
1919 ALLIANT ENERGY CENTER WAY
MADISON, WI 53713

REQUESTER:

CALEB BARTH, ENGINEERING INTERN
DANE COUNTY PUBLIC WORKS
1919 ALLIANT ENERGY CENTER WAY
MADISON, WI 53713

ADDITIONAL CONTACT:

NOTE: The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.

The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.

Enclosures

It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a **FINAL ORDER** of the department unless a timely request for an administrative review is filed with the department.

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QIÙWÒÖÁÖYKÁ
Equal Rights Division
Labor Standards Bureau
Construction Wage Standards Section
PO Box 8928 Madison, WI 53708-8928
(608)266-6861

Web Site: <http://dwd.wisconsin.gov/er/>

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PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 4/11/2011

DETERMINATION NUMBER: 201101322

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2011. If NOT, You MUST Reapply.

PROJECT NAME: BADGER PRAIRIE ASBESTOS ABATEMENT
PROJECT NO: 311012

PROJECT LOCATION: VERONA CITY, DANE COUNTY, WI

CONTRACTING AGENCY: DANE COUNTY PUBLIC WORKS

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.
ELECTRONIC CERTIFIED: PAYROLL REPORTS:	Every contractor working on this project MUST file monthly certified payroll reports in an electronic format that meets the Wisconsin Department of Workforce Development's reporting requirements. These certified payroll reports must be filed by the 7th of the month following the month in which the contractor performed work on this project at the following website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm .

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place **on the site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

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

s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

(a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.

2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.

3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.

5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
101	Acoustic Ceiling Tile Installer	28.31	14.91	43.22
102	Boilermaker	33.64	19.92	53.56
103	Bricklayer, Blocklayer or Stonemason	32.66	16.20	48.86
104	Cabinet Installer	28.31	14.91	43.22
105	Carpenter	28.31	14.91	43.22
106	Carpet Layer or Soft Floor Coverer	28.31	14.91	43.22
107	Cement Finisher	30.73	14.38	45.11
108	Drywall Taper or Finisher	25.95	13.20	39.15
109	Electrician	32.55	18.68	51.23
110	Elevator Constructor	43.79	21.82	65.61
111	Fence Erector	22.50	3.66	26.16
112	Fire Sprinkler Fitter	36.89	15.10	51.99
113	Glazier	36.92	8.53	45.45
114	Heat or Frost Insulator	33.28	22.51	55.79
115	Insulator (Batt or Blown)	23.62	11.55	35.17
116	Ironworker	30.90	17.11	48.01
117	Lather	28.31	14.91	43.22
118	Line Constructor (Electrical)	35.26	21.35	56.61
119	Marble Finisher	29.40	14.31	43.71
120	Marble Mason	31.46	15.45	46.91
121	Metal Building Erector	30.90	16.69	47.59
122	Millwright	29.91	14.91	44.82
123	Overhead Door Installer	17.25	3.00	20.25

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
124	Painter Future Increase(s): Add \$.60/hr. on 6/1/2011; Add \$.75/hr. on 6/1/2012 Premium Increase(s): Add \$.25/hr. sandblasting; Add \$.40/hr. paperhanging; Add \$1.00/hr. spray/structural steel; Add \$.30/hr. for drywall taper.	25.65	13.20	38.85
125	Pavement Marking Operator	25.65	13.10	38.75
126	Piledriver	28.81	14.91	43.72
127	Pipeline Fuser or Welder (Gas or Utility)	28.91	17.34	46.25
129	Plasterer	27.68	14.22	41.90
130	Plumber	36.62	14.92	51.54
132	Refrigeration Mechanic	37.21	19.04	56.25
133	Rofer or Waterproofer	28.85	0.37	29.22
134	Sheet Metal Worker	34.23	19.60	53.83
135	Steamfitter Future Increase(s): Add \$.90/hr on 2/1/11; Add \$.90/hr on 6/1/11; Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	39.00	15.76	54.76
137	Teledata Technician or Installer	21.26	11.52	32.78
138	Temperature Control Installer	31.61	17.90	49.51
139	Terrazzo Finisher	29.40	14.31	43.71
140	Terrazzo Mechanic	29.40	14.31	43.71
141	Tile Finisher	20.27	0.44	20.71
142	Tile Setter	29.21	7.80	37.01
143	Tuckpointer, Caulker or Cleaner	31.46	17.43	48.89
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
146	Well Driller or Pump Installer Future Increase(s): Add \$1.60/hr on 6/1/11. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	24.22	14.80	39.02
147	Siding Installer	12.00	4.34	16.34
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	27.66	0.00	27.66
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	1.09	25.77
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.44	0.00	25.44
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	31.32	10.83	42.15
203	Three or More Axle	17.75	15.58	33.33
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.75	15.58	33.33

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.69	12.90	37.59
302	Asbestos Abatement Worker	16.00	4.81	20.81
303	Landscaper	13.00	0.00	13.00
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water) Future Increase(s): Add \$1.00/hr. on 6/1/2011	19.94	11.65	31.59
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.59	18.59
314	Railroad Track Laborer	22.81	13.42	36.23

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket).	30.89	17.85	48.74
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.42	17.96	50.38
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for friction crane, lattice boom or crane certification (CCO). On Sunday & holidays, pay two times the hourly basic rate.	37.45	19.45	56.90

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	33.35	19.33	52.68

507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	32.20	18.69	50.89
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**HEAVY EQUIPMENT OPERATORS
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Premium Increase(s): Add \$.50/hr at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton. On Sunday & holidays, pay two times the hourly basic rate.	34.62	17.96	52.58

509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over).	34.88	9.78	44.66
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510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).	33.28	9.70	42.98
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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	29.82	17.96	47.78
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	23.98	6.72	30.70
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	34.89	19.68	54.57
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 6/1/2011.	29.27	16.85	46.12
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 2/1/11.	24.39	15.45	39.84

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

SKILLED TRADES

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	31.46	15.45	46.91
105	Carpenter	31.38	16.03	47.41
107	Cement Finisher	24.00	18.63	42.63
109	Electrician	29.02	11.47	40.49
111	Fence Erector	22.50	3.66	26.16
116	Ironworker	31.31	21.79	53.10
118	Line Constructor (Electrical)	35.26	21.35	56.61
125	Pavement Marking Operator	25.65	13.10	38.75
126	Piledriver Future Increase(s): Add \$2.65/hr on 6/6/11. Premium Increase(s): Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman.	28.11	23.76	51.87
130	Plumber	34.45	15.50	49.95
135	Steamfitter	31.65	15.04	46.69
137	Teledata Technician or Installer	21.26	11.52	32.78
143	Tuckpointer, Caulker or Cleaner	31.46	17.43	48.89
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
146	Well Driller or Pump Installer	24.22	14.80	39.02
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	27.66	0.00	27.66
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	1.09	25.77
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.44	0.00	25.44
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	31.32	10.83	42.15
203	Three or More Axle	17.75	14.95	32.70
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.75	14.95	32.70

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.45/hr on 6/6/2011. Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.83	12.89	38.72
303	Landscaper	13.00	0.00	13.00
304	Flagperson or Traffic Control Person	21.40	12.40	33.80
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	12.50	0.00	12.50
314	Railroad Track Laborer	22.81	13.42	36.23

**HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
521	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver.</p> <p>Premium Increase(s): Add \$.50/hr at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton. On Sunday & holidays, pay two times the hourly basic rate.</p>	34.62	17.96	52.58
522	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type).</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.</p>	32.42	17.96	50.38
523	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.</p>	31.89	17.96	49.85

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	29.41	17.75	47.16
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	29.41	17.75	47.16
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	35.05	18.08	53.13

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	32.20	18.69	50.89
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	32.20	18.69	50.89

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION
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Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

SKILLED TRADES

CODE	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	31.46	15.45	46.91
105	Carpenter Future Increase(s): Add \$2.65 on 6/6/11	31.68	18.41	50.09
107	Cement Finisher	28.67	14.77	43.44
109	Electrician	31.61	18.59	50.20
111	Fence Erector	22.50	3.66	26.16
116	Ironworker	31.31	21.79	53.10
118	Line Constructor (Electrical)	35.26	21.35	56.61
124	Painter	25.65	13.10	38.75
125	Pavement Marking Operator	23.46	9.45	32.91
126	Piledriver	28.81	14.91	43.72
133	Rofer or Waterproofer	28.85	0.37	29.22
137	Teledata Technician or Installer	21.26	11.52	32.78
143	Tuckpointer, Caulker or Cleaner	31.46	17.43	48.89
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.60	12.67	41.27
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	12.41	37.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	22.92	11.87	34.79
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	29.06	15.39	44.45

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	21.42	5.62	27.04
203	Three or More Axle	13.00	15.56	28.56
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	21.42	5.62	27.04
207	Truck Mechanic	13.00	15.56	28.56

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	22.14	12.07	34.21
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/11; Add \$1.60/hr on 6/1/12; Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): "Airport Pavement or State Highway Construction" project type only, add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	26.15	12.90	39.05
304	Flagperson or Traffic Control Person	21.40	11.76	33.16
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.59	18.59
314	Railroad Track Laborer	22.81	13.42	36.23

**HEAVY EQUIPMENT OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	31.97	16.96	48.93
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	32.57	18.10	50.67

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.32	16.75	49.07
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.	28.57	16.48	45.05
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	29.97	16.72	46.69
546	Fiber Optic Cable Equipment.	22.79	15.30	38.09
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	35.05	18.08	53.13
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	32.20	18.69	50.89
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	32.20	18.69	50.89

**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	31.97	17.35	49.32
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	30.42	17.05	47.47

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
553	<p>Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.</p>	31.89	17.96	49.85
554	<p>Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.</p>	31.52	17.75	49.27
555	<p>Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.</p>	31.52	17.75	49.27

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
556	Fiber Optic Cable Equipment.	22.79	15.30	38.09

***** END OF RATES *****



The documents following the Prevailing Wage Rate Determination consist of 13 pages of various forms/documents that will be used throughout the completion of the project. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

ERD Form Number	Form Name	Party Who Uses the Form	Pages
16056	Post the White Sheet	Contracting agency	1
16770	Substance Abuse Prevention on Public Works and Publicly Funded Projects, §103.503, Wis. Stats.	All contractors working on public works and publicly funded private construction projects	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	1
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	2

POST THE WHITE SHEET

As the public entity receiving this prevailing wage rate determination, **YOU ARE REQUIRED** by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.

[See, Wis. Admin. Code §DWD 290.12(1)]

Posting the white sheet inside the general contractor's trailer does not meet this requirement. That placement is not available/accessible to all workers and is not a location over which you have control.

If you have questions about posting, please call (608)266-6861 and ask for prevailing wage intake.

Disclaimer

Employers performing work on public works and publicly funded private construction projects in Wisconsin are required to have a written substance abuse testing program in place. The provisions of this requirement are contained in Sec. 103.503, Wis. Stats. The Department of Workforce Development is neither responsible for enforcement of this law nor authorized to answer questions concerning its provisions. For legal advice on complying with Sec. 103.503, Wis. Stats., you may wish to consult with a private attorney.

103.503 Substance abuse prevention on public works and publicly funded projects. (1) DEFINITIONS. In this section:

(a) "Accident" means an incident caused, contributed to, or otherwise involving an employee that resulted or could have resulted in death, personal injury, or property damage and that occurred while the employee was performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.

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

(c) "Contracting agency" means a local governmental unit, as defined in s. 66.0903 (1) (d), a state agency, as defined in s. 103.49 (1) (f), or an owner or developer under s. 66.0904 that has contracted for the performance of work on a project.

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

(e) "Employee" means a laborer, worker, mechanic, or truck driver who performs the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.

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

(g) "Project" means a project of public works that is subject to s. 66.0903 or 103.49 or a publicly funded private construction project that is subject to s. 66.0904.

(2) SUBSTANCE ABUSE PROHIBITED. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project. An employee is considered to be under the influence of alcohol for purposes of this subsection if he or she has an alcohol concentration that is equal to or greater than the amount specified in s. 885.235 (1g) (d).

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

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

2. A requirement that employees performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project submit to random, reasonable suspicion, and post-accident drug and alcohol testing and to drug and alcohol testing before commencing work on a project, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the project.

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

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

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

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

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

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

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

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

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

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

History: 2005 a. 181; 2009 a. 28.

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

January 1, 2011

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

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Custom Heating & Air LLC	283 Tony Lane Green Bay, WI 54304	12/1/06	11/30/09	1, 2 and 4	2003 to 2004	None
D. C. Nevels Trucking, Inc. or D. C. Nevels Trucking	3246 North Sherman Blvd. Milwaukee, WI 53216	6/1/05	5/31/08	1, 2 and 4	2000- 2002	None
Joseph Stoller Company	N8426 Hwy 42 Algoma WI 54201	2/1/2007	1/31/2010	1 and 2	2004 and 2005	None
Keiver, David	See Custom Heating & Air LLC	12/1/06	11/30/09	1, 2 and 4	2003 and 2004	None
Nevels, Betty	See D. C. Nevels Trucking, Inc.					
Nevels, Donald	See D. C. Nevels Trucking, Inc.					
Stoller Enterprises LLC	N8426 Hwy 42 Algoma, WI 54201-9552	2/1/2007	1/31/2010	1 and 2	2005 to 2006	None
Stoller, Joseph	See Joseph Stoller Company					
Stoller, Patrick J.	See Stoller Enterprises LLC					

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

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes]

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must **ONLY** be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
 - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for

Other Construction Business

Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code

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

Print the Name of Authorized Officer			
Signature of Authorized Officer	Date Signed		
Name of Corporation, Partnership or Sole Proprietorship			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

If you have any questions call (608) 266-6861

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, Section 15.04(1)(m), Wisconsin Statutes].

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

State Of _____))SS County Of _____)	Project Name	
	DWD Determination Number	Project Number (if applicable)
	Date Determination Issued	Date of Subcontract
	Awarding Contractor	
	Date Work Completed	

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

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- **I have** fully complied with the entire wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address or PO Box	City	State	Zip Code	Telephone Number ()
Print Name of Authorized Officer			Date Signed	
Authorized Officer Signature				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
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Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
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Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		

If you have any questions call (608) 266-6861

Request to Employ Subjourneyperson

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes).

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

1. Name of Project Appearing on the Project Determination	
County	City, Village or Town
DWD Project Determination Number	Project Number (if applicable)
2. Job Classification(s) for which you request a subjourney rate (i.e., carpenter, electrician, plumber, etc.)	
a.	b.
c.	d.
3. Employer Name (Print)	
Address	City
Telephone Number ()	State
Email address (if you prefer to receive your response via email)	Zip Code
Fax Number (if you prefer to receive your response via fax) ()	

READ CAREFULLY: I understand that this request is ONLY applicable to the project and job classification(s) listed above and that subjourney employees primarily work under the direction of and assist a skilled trade employee by frequently using the tools of a skilled trade and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work of a different trade or occupation, he/she will be compensated for such work at the applicable journeyperson prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD.

Requester Signature	Date Signed
---------------------	-------------

MAIL the completed request to:
 EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU
 PO BOX 8928, MADISON WI 53708

OR

FAX the completed request to: (608) 267-0310 / **DO NOT e-mail your request.**
 Call (608) 266-6861 for assistance in completing this form.



PREVAILING WAGE – Public Entity Project Owners

Any public works project that has a total estimated project cost of at least \$25,000 will require a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for each of these exclusions. The prevailing wage laws that apply to local governmental units include §66.0903, Wis. Stats. and §66.0904, Wis. Stats. The prevailing wage law that applies to state agencies is §103.49, Wis. Stats. The applicable administrative rules for all public entities are DWD 290 and DWD 294, Wis. Adm. Code.

Effective January 1, 2010, a local governmental unit or state agency that has a public works project of \$25,000 or more must do all of the following:

- Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm
- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.
- Include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each prime contractor.
- Award contracts to contractors who do *not* appear on the “Consolidated List of Debarred Contractors.”
- Tell contractors they must provide DWD certified payroll records monthly in a format that meets DWD reporting requirements.
- Post the prevailing wage rate determination on the project site. (This document is often referred to as “the white sheet.”)

- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

If the total estimated cost of the project is at least \$25,000, a local governmental unit or state agency also must obtain a prevailing wage rate determination under the following circumstances:

- when a completed facility is leased, purchased, lease-purchased or otherwise acquired by or dedicated to a public entity in lieu of the public entity contracting for the project,
- when one public entity does work for another public entity,
- when a *private* entity will construct a road, street, bridge, sanitary sewer or water main project and dedicate it to a local governmental unit or the state for its ownership or maintenance.

Finally, a new prevailing wage law (§66.0904, Stats.) that affects local governmental units requires that the prevailing wage applies to publicly funded private construction projects that receive at least \$1,000,000 in direct financial assistance from the local governmental unit.

For more information, please visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, please call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.



PREVAILING WAGE – Contractors

Any public works project that has a total estimated project cost of at least \$25,000 requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for each of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors include §66.0903, Wis. Stats. and §66.0904, Wis. Stats. The prevailing wage law that applies to state agencies and their contractors is §103.49, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

Effective January 1, 2010, any contractor or subcontractor working on a local governmental unit or state agency's public works project of \$25,000 or more must do all of the following:

- Provide DWD certified payroll records monthly in an electronic format that meets DWD reporting requirements by the 7th day of the month following a month in which the work was conducted. These payroll records must be uploaded to the prevailing wage website at: http://dwd.wisconsin.gov/er/prevailing_wage_rate/cpr.htm
- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."

- Notify project subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.
- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.
- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.

If a contractor or subcontractor is working on a prevailing wage project that started prior to January 1, 2010 and work on that project continues into 2010, the contractor or subcontractor must do the following:

- Effective January 1, 2010 and each month thereafter, file certified payroll records with DWD monthly in an electronic format that meets DWD reporting requirements by the 7th day of the month following a month in which the work was conducted. These payroll records must be uploaded to the prevailing wage website at: http://dwd.wisconsin.gov/er/prevailing_wage_rate/cpr.htm

Finally, a new prevailing wage law (§66.0904, Stats.) that affects local governmental units requires that the prevailing wage applies to publicly funded private construction projects that receive at least \$1,000,000 in direct financial assistance from the local governmental unit. Again, there are provisions in this statute that apply to contractors and subcontractors.

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, please call the Equal Rights Division at 608-266-6860 and ask for prevailing wage.

SECTION 01 00 00
BASIC REQUIREMENTS

PART 1 GENERAL

1.1 SECTION SUMMARY

- A. Section Includes:
1. Section Summary
 2. Summary of the Work
 3. Contractor Use of Premises
 4. Applications for Payment
 5. Alternates
 6. Coordination
 7. Conferences
 8. Progress Meetings
 9. Quality Assurance / Quality Control
 10. References
 11. Parking
 12. Staging Areas
 13. Occupancy During Construction and Conduct of Work
 14. Progress Cleaning and Waste Removal
 15. Contract Closeout Procedures
 16. Final Cleaning

1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Work includes construction services to remove and properly dispose of asbestos containing materials in the West Wing, Hospital, Power House, and PW Barn in the Old Badger Prairie Health Care Center.
- B. Work by Owner: Shutdown of electrical, HVAC, plumbing, and/or fire protection systems if necessary.
- C. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by others and work by Owner. Building must be locked when contractor is not present.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit two (2) copies of each application on AIA G702™ and G703™ forms or approved contractors invoice form.

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

1.5 ALTERNATES

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

1.6 COORDINATION

- A. Coordinate scheduling, submittals, and work of various sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Demolition of buildings shall occur by separate contract along with abatement. Priority of buildings to be abated from highest to lowest is as follows: West Wing, Powerhouse, Hospital, and PW Barn. The presumed asbestos containing door in the PW Barn will be the last item to be abated.
- C. Verify utility requirement characteristics of operating equipment are compatible with building utilities.

1.7 CONFERENCES

- A. Dane County Department Public Works, Highway & Transportation will schedule a preconstruction conference after Award of Contract for all affected parties.

1.8 PROGRESS MEETINGS

- A. Public Works Project Engineer shall schedule and administer meetings weekly throughout progress of the Work.
- B. Public Works Project Engineer shall preside at meetings, record minutes, and distribute copies within two (2) days to those affected by decisions made.
- C. Contractor shall provide updates on quantities of ACM removed during progress meeting so that discrepancies may be reviewed.

1.9 QUALITY ASSURANCE / QUALITY CONTROL

- 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.

1.10 REFERENCES

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

1.11 PARKING

- A. Temporary parking areas to accommodate construction personnel will be available.

1.12 STAGING AREAS

- A. Coordinate staging areas with Public Works Project Engineer prior to starting the Work.
- B. Contractor shall be responsible for safety of equipment and materials that are stored on site.

1.13 OCCUPANCY DURING CONSTRUCTION AND CONDUCT OF WORK

- A. Work may be done during working hours between 7:00 am & 7:00 pm, but confer with Owner, schedule work and store materials so as to interfere as little as possible with normal use of premises. Provide methods, means, and facilities to minimize noise produced by construction operations. If schedule is not convenient for Owner, reschedule and resubmit new times for Owner approval.
- B. Work shall be done and temporary facilities furnished so as not to interfere with access to any occupied area and so as to cause least possible interference with normal operation of facility or any essential service thereof.
- C. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.
- D. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this contract is to be performed.

1.14 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.
- C. ACM removed during project shall be disposed of in the Dane County Rodefild Landfill on the first Wednesday of the Month. One additional disposal time will be available for this project on Wednesday, June 15, 2011. All ACM disposal must be prearranged with landfill staff by the Monday before disposal.

1.15 CONTRACT CLOSEOUT PROCEDURES

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

1.16 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Remove temporary equipment, facilities, and materials waste from site.
- C. Provide OSHA and EPA employee clearance testing.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 74 19

RECYCLING

PART 1 GENERAL

1.1 SUMMARY

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

- B. Related Sections:
 - 1. Section 01 00 00 - Basic 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 The Dane County Green Building Policy, Resolution 299, 1999-2000.

- B. Contractor shall develop, with assistance of Public Works Project Engineer, Waste Management Plan (WMP) for this project. Outlined in RECYCLING section of this specification are examples of materials that can be recycled or reused as well as recommendations for waste sorting methods.

1.3 WASTE MANAGEMENT PLAN

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

1.4 REUSE

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

1.5 RECYCLING

- A. These materials can be recycled in Dane County area:
 1. Wood.
 2. Wood Pallets.
 3. Foam Insulation & Packaging (extruded and expanded).
 4. Corrugated Cardboard.
 5. Metal.
 6. Barrels & Drums.
 7. Solvents.

1.6 MATERIALS SORTING AND STORAGE ON SITE

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

1.7 LISTS OF RECYCLING FACILITIES PROCESSORS AND HAULERS

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

1.8 WASTE MANAGEMENT PLAN FORM

A. Contractor Information:

Name: _____

Address: _____

Phone No.: _____ Recycling Coordinator: _____

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

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 02 82 13
ASBESTOS ABATEMENT

PART 1 GENERAL

SUMMARY

Perform all operations in connection with asbestos abatement, encapsulation, removal and related work as shown on drawings and/or specified herein.

Included are the following topics:

PART 1 - GENERAL

- Summary
- References
- Qualifications
- Definitions
- Submittals and Notices
- Site Security
- Emergency Planning
- Preconstruction Meeting
- Delivery, Storage and Handling

PART 2 - PRODUCTS

- Materials
- Equipment

PART 3 - EXECUTION

- General Compliance Measures
- Preparations of Regulated Area
- Decontamination Enclosure System
- Temporary Isolation Partitions
- Maintenance of Enclosure System
- Workplace Entry and Exit Procedures
- Waste Container Pass-Out Procedure
- Water Collection and disposal
- Wet Removal Procedure
- Pipe Tunnel or Crawl Space Removal Work
- Small Scale - Short Duration Removal Procedure
- Encapsulation Procedures
- Enclosure Procedure
- Air Monitoring
- Cleanup Procedure
- Clearance Testing
- Disposal Procedures
- Reestablishment of Regulated Area

Description of Work;

Removal is required for:

- All ACM identified as positive in pipe, fitting, and tank insulation, window, door, vent, and fence caulk, roof flashing, and door fireproofing within the West Wing, Hospital, Power House, and PW Barn.

Provide replacement materials for: None Required

Review with Owners Project Engineer before proceeding.

Encapsulation: If required.

Enclosure: Isolation, separation and negative air chambers as required by OSHA and EPA.

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Special Precautions:

Coordinate with the Owners Project Engineer for the shutdown and isolation of all electrical circuits and air movement systems within the regulated area from that of the rest of the facility to prevent any contamination outside of the regulated area. Refer to Article entitled: "Preparation of Regulated area," of this section relative to shutdown of mechanical and electrical systems.

Equipment that is in operation consists of the following:

- Electrical System
- Plumbing System
- HVAC System
- Fire & Safety System

Dane County has the ability to shut down systems if requested by abatement contractor.

Special Circumstances: Refer to Divisions O and 1, also standing operating procedures and security issues.

Restoration: Refer to Section 01 00 00.

REFERENCES

General Reference:

All work under this contract shall be done in strict accordance with all applicable General and State regulations, standards and codes governing asbestos abatement and any other trade work done in conjunction with the abatement.

The most recent edition of any relevant regulation in force at the time of bid opening shall be in effect. Where conflict among the laws, rules, regulations or with these specifications exists the most stringent requirements shall be utilized.

The Contractor shall make available, in the clean change area of the worker decontamination system, copies of this specification and all standards, regulations, and codes listed hereinafter.

Specific Reference:

Occupational Safety and Health Administration (OSHA):

Title 29 Code of Federal Regulations, Section 1910.134(d) - air Quality.

Title 29 Code of Federal Regulations, Section 1926.58 - Construction Industry, including the mandatory appendices;

Appendix A - OSHA Reference Method.

Appendix C - Qualitative and Quantitative Fit Testing Procedures.

Appendix D - Medical Questionnaires.

Appendix E - Interpretation and Classification of Chest Roentgenograms.

Nonmandatory appendices:

Appendix B - Detailed Procedures for Asbestos, Tremolite, Anthrophyllite, and Actinolite Sampling and Analysis.

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Appendix F - Work Practices and Engineering Controls for Major Asbestos Removal, Renovation, and Demolition Operations.

Appendix G - Work Practices and Engineering Controls for Small Scale, Short Duration Asbestos Renovation and Maintenance Activities.

Appendix H - Substance Technical Information for Asbestos.

Appendix I - Medical Surveillance Guidelines for Asbestos, Tremolite, Anthrophyllite, and Actinolite.

Title 29 Code of Federal Regulations, Section 1926.59 - Hazard Communication Standard. Requires employers to inform their workers of the hazards of any chemicals used on the project and to train their employes in proper safeguards.

Environmental Protection Agency (EPA): Title 40 Code of Federal Regulations (CFR) Part 763 Subpart G - Asbestos Abatement Projects; worker Protection (effective March 27, 1987).

Environmental Protection Agency (EPA) Title 40 Code of Federal Regulations (CFR) Part 61 - National Emission Standards for Hazardous Air c) Pollutants; Asbestos NESHAP Revision; Final Rule effective November 20, 1990.

Department of Health and Social Services (H & SS) State of Wisconsin Administrative Rule, Chapter HSS 159, Asbestos Certification and Training.

Department of Natural Resources (DNR) State of Wisconsin Administrative Rule, Chapter NR 447, procedures for preventing emissions of particulate asbestos material to outside air, warning signs and waste disposal of asbestos materials.

Compressed Gas Association, Inc., New York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1 "Commodity Specification for Air".

QUALIFICATIONS

The prospective Contractor who is proposed to actually perform the asbestos abatement work, shall submit to the Owners Project Engineer the data hereinafter requested within ten (10) days after Bid Opening. The proposed asbestos abatement Contractor will be awarded a Contract, only if data submitted is determined to be favorable in all instances, by the Owners Project Engineer, and the prospective Contractor further meets the qualifications requirements specified in the Instructions to Bidders.

The proposed asbestos abatement Contractor shall, if requested:

Demonstrate prior experience on asbestos abatement projects of similar nature and scope of that being bid, through the submission of letters of reference from building owners including the name, address, and telephone numbers of the contact persons who are specifically familiar with the referenced projects. At least three previous users of this service shall be submitted. Include descriptions of projects and records of all air monitoring data that was generated during the projects.

Submit a description of all major Asbestos Abatement Equipment owned by the prospective Contractor which is available for use on this project such as:

- Respiratory protection equipment.
- HEPA vacuum equipment.
- Negative air pressure equipment.

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Spray equipment for amended water.

Equipment used for shower facilities in decontamination enclosure system.

Submit a list of names, work responsibilities and evidence of certification for all employees that will be assigned to this project:

At least one firm principal, the firm's "competent person" and any other personnel performing supervisory duties must be certified by the Wisconsin Department of Health and Social Services as having successfully completed a comprehensive 4-day course for Asbestos Abatement Contractors and Supervisors in conformance with s. 140.06 Wis. Stats.

Contractor's employees who perform asbestos abatement activities must be certified by the Wisconsin Department of Health and Social Services as having successfully completed a comprehensive 3-day course for Asbestos Abatement Workers in conformance with s. 140.06 Wis. Stats.

Dane County requests that the Contractor have the ability to mobilize a minimum of ten (10) certified asbestos abatement workers at one time.

DEFINITIONS

ACGIH: American Conference of Governmental Industrial Hygienists

AIHA: American Industrial Hygiene Association

Action Level: Means an airborne concentration of asbestos of 0.1 fiber per cubic centimeter (f/cc) of air, calculated as an eight (8) - hour time - weighted average.

Air Monitoring: The process of measuring the fiber content of a known volume of air collected during a specific period of time shall conform with Appendix A to OSHA 29 CFR 1926.58. The procedure normally utilized for asbestos follows the NIOSH Standard Analytical Method 7400 for Asbestos in Air. For clearance air monitoring, electron microscopy methods may be utilized for lower detectability limit and specific fiber identification.

Air Sampling Professional: The Professional contacted or employed by the Division to supervise and conduct air monitoring and analysis schemes. This individual shall not be affiliated in any way other than through this contact with the Contractor performing the abatement work.

ANSI: American National standards Institute

Asbestos: Means the asbestiform varieties of chrysotile (serpentine); crocidolite (riebeckite); amosite (cummingtonite-grunerite); tremolite; anthrophyllite, and actinolite.

Asbestos Containing Material (ACM): Material composed of asbestos of any type and in an amount greater than 1% by area, either alone or mixed with other fibrous or nonfibrous materials.

Asbestos Containing Waste Material: Asbestos containing material or asbestos contaminated objects requiring disposal.

ASTM: American Society for Testing and Materials

Authorized Visitor: The Building Owner (and designated representatives) and any representative of a regulatory agency having jurisdiction over the project.

Certified Industrial Hygienist (CIH): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.

1
2 Competent Person: Means one who is capable of identifying existing asbestos hazards in the workplace
3 and who has the authority to take prompt corrective measures to eliminate them.
4
5 Decontamination Enclosure: A decontamination system consisting of a clean room, a shower room, and an
6 equipment room separated from each other and from the regulated area by airlocks. This system is used for
7 all workers to enter and exit the regulated area and may also serve as equipment and waste pass out on
8 small jobs.
9
10 Department of Natural Resources (DNR): A Wisconsin state agency.
11
12 Encapsulation: The application of a bridging or penetrating liquid material to asbestos containing materials
13 to control the release of asbestos fibers into the air. The bridging liquid material creates a membrane over
14 the surface and the penetrating liquid material seeps through the surface and binds all components together.
15
16 Enclosure: The construction of an airtight, impermeable, permanent barrier around asbestos containing
17 material to control the release of asbestos fibers into the air.
18
19 EPA: U. S. Environmental Protection Agency
20
21 Glovebag Technique: A method with limited applications for removing small amounts of friable asbestos-
22 containing material from ducts, short piping runs, valves, joints, elbows, and other nonplanar surfaces in a
23 noncontained (plasticized) regulated area. The glovebag is constructed and installed in such a manner that
24 it surrounds the object or material to be removed and contains all asbestos fibers released during the
25 process.
26
27 HEPA Filter: A high efficiency particulate air filter capable of removing particles 0.3 microns in diameter
28 with 99.9% efficiency.
29
30 HEPA Vacuum: A vacuum system equipped with HEPA filtration.
31
32 NESHAPS The National Institute for Occupational Safety and Health
33
34 OSHA: The Occupational Safety and Health Administration
35
36 Permissible Exposure Limits (PELS): No personnel associated with asbestos abatement work shall be
37 exposed to an airborne concentration of asbestos in excess of the following limits, as determined by the
38 method prescribed in Appendix A to OSHA 29 CFR 1926.58, or by an equivalent method:
39
40 P.E.L. is 0.1 fiber per cubic centimeter of air as an eight (8) - hour time-weighted average.
41
42 Excursion Limit (EL) 1.0 fiber per cubic centimeter of air as averaged over a sampling period of
43 thirty (30) minutes.
44
45 Regulated Area: An area identified by specific boundaries where airborne concentrations of asbestos
46 exceed, or can reasonably be expected to exceed the P.E.L. and/or Excursion Limit. The regulated area
47 may take the form of:
48
49 A temporary negative-pressure enclosure, or
50
51 An area specifically identified and segregated in any manner that minimizes the number of
52 employes exposed to asbestos.
53
54 Surfactant: A chemical wetting agent added to water to improve penetration.
55
56 Visible Emissions: Any emissions containing particulate asbestos material that is visually detectable
57 without the aid of instruments. This does not include condensed uncombined water vapor.
58
59 Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by
60 using cloths, mops, or other cleaning utensils which have been dampened with water and afterwards
61 thoroughly decontaminated or disposed of as asbestos contaminated waste.

1
2 **SUBMITTALS AND NOTICES**

3 Prior to Commencement of Work, Contractor shall:

4
5 File a "Notice of Intent Form" with the parties named hereinafter, at least 10 days prior to
6 commencement of any demolition or renovation project involving any asbestos-containing
7 material or covering. A copy of the form is appended to this section for reproducing number of
8 copies required.

9
10 Air Management Asbestos Coordinator
11 Department of Natural Resources
12 P.O. Box 7921
13 Madison WI 53707

14
15 Appropriate Wisconsin DNR Office.
16 See reverse side of "Notice of Intent
17 Form".

18
19 Air Compliance Branch (5 AC-26)
20 U.S. EPA, Region 5
21 230 South Dearborn
22 Chicago, IL 60604

23
24 Owners Project Engineer
25 Caleb Barth
26 Dane County Public Works Engineering
27 1919 Alliant Energy Center Way
28 Madison, WI 53713

29
30
31 Submit the following documentation to the Owners Project Engineer:

32
33 Occupancy protection plan to be posted.

34
35 Required permits, site location and arrangements for transport and disposal of asbestos containing
36 waste materials. ACM shall be disposed of in the Dane County Rodefild Landfill.

37
38 Documentation that all employees or agents who may be exposed to airborne asbestos in excess of
39 action level have been medically determined to be physically capable of working while wearing
40 the respirator required without suffering adverse health effects.

41
42 Shop drawings for layout and construction of decontamination enclosure systems and barriers for
43 isolation of the regulated area as detailed in this specification and required by applicable
44 regulations. If work is to be phased, a phasing schedule shall also be submitted.

45
46 Manufacturer's certification that HEPA vacuums, negative pressure ventilation units and other
47 local exhaust ventilation equipment conform to ANSI Z9.2-79. Also, submit manufacturer's
48 information on water filtration unit(s) to be used.

49
50 Written notification of rental equipment to be used in abatement areas or to transport asbestos
51 contaminated waste must be provided to the rental agency with a copy submitted to the
52 Construction Representative.

53
54 Document NIOSH approvals for all respiratory protective devices utilized on site. Include
55 manufacturer certification of HEPA filtration capabilities for all cartridges and filters.

56
57 Documentation of respirator fit-testing for all Contractor employees and agents who must enter the
58 regulated area. This fit-testing shall be in accordance with procedures as detailed in Title 29 CFR
59 1926.58, Appendix C, Qualitative and Quantitative Fit Testing procedures.

1 A written hazard communication program indicating how the contractor plans to meet the
2 requirements of OSHA 29 CFR 1926.59 relative to labeling, handling of material safety data
3 sheets and training of employees.

4
5 Written emergency plan - (See details on following page).

6
7 All approved documents will be on file with the Owners Project Engineer.

8
9 During Abatement Activities, Contractor shall submit to the Owners Project Engineer:

10
11 Weekly (or as required) job progress reports detailing abatement activities including the quantities
12 of ACM abated. Include review of major problems and action taken, injury reports, equipment
13 breakdown.

14
15 Copies of all completed "Transportation and Disposal Manifest" forms for all asbestos waste
16 materials removed from the regulated area during the abatement process.

17
18 Copies of daily work site entry log books with information on worker and visitor access.

19
20 Logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation
21 units, local exhaust ventilation systems, and other engineering controls.

22
23 Any new asbestos abatement employee hired, who has not been previously reported, complete
24 data must be submitted, consisting of: experience, certification, assigned job responsibilities,
25 respirator test fitting, physicians determination of employee's ability to work while wearing
26 respirator and evidence of medical monitoring.

27
28 Contractor shall post at the entrance to the regulated area a list containing the names, addresses,
29 and telephone numbers of the Contractor, Fire Department and any other personnel who may be
30 required to be contracted during abatement activities.

31 32 **SITE SECURITY**

33 Contractor shall be responsible for the security of the regulated area(s) during abatement operations in
34 order to protect work efforts and equipment.

35
36 The regulated area shall be restricted to only authorized, trained, and protected personnel. These may
37 include the Contractor's employees, employees of subcontractors, state representatives, and any other
38 designated individuals. A list of authorized personnel shall be established prior to job start and posted in
39 the clean room of the decontamination facility.

40
41 Contractor shall immediately decontaminate (if required) and evict any unauthorized individual entering
42 the regulated area and notify the Construction Representative of action taken and identity of the
43 unauthorized individual.

44
45 A log book shall be maintained in the clean room area of the decontamination system. Anyone who enters
46 the regulated area must record name, affiliation, time in, and time out for each entry.

47
48 Access to the regulated area shall be through a single decontamination system located where shown on
49 approved Shop Drawings. All other means of access (doors, windows, hallways, etc.) shall be blocked or
50 locked so as to prevent entry to or exit from the regulated area. The only exceptions to this rule are the
51 waste pass-out air lock which shall be sealed except during the removal of containerized asbestos waste
52 from the regulated area, and emergency exits in case of fire or accident. Emergency exits shall not be
53 locked from the inside, however, they shall be sealed with polyethylene sheeting and tape until needed.

54 55 **EMERGENCY PLANNING**

56 Written emergency plan shall be submitted through the Owners Project Engineer and approved prior to the
57 initiation of abatement activities.

1
2 Emergency procedures shall be in written form and prominently posted in the clean change area and
3 equipment room of the worker decontamination area. Everyone prior to entering the regulated area must
4 read and sign these procedures to acknowledge receipt and understanding of work site layout, location of
5 emergency exits and emergency procedures.

6
7 Emergency planning shall include notification of police, fire and emergency medical personnel of planned
8 abatement activities, work schedule and layout of regulated area, particularly barriers that may affect
9 response capabilities.

10
11 Emergency planning shall include considerations of fire, explosion, toxic atmospheres, electrical hazards,
12 slips, trips and falls, confined spaces and heat related injury. Written procedures shall be developed and
13 employee training in procedures shall be provided.

14
15 Employees shall be trained in evacuation procedures in the event of workplace emergencies under the
16 following conditions:

17
18 For nonlife-threatening situations, employees injured or otherwise incapacitated shall
19 decontaminate following normal procedures with assistance from fellow workers if necessary,
20 before exiting the workplace to obtain proper medical treatment.

21
22 For life-threatening injury or illness, worker decontamination shall take least priority, after
23 measures to stabilize the injured worker, remove the worker from the workplace and secure proper
24 medical treatment.

25
26 Telephone numbers of all emergency response personnel shall be prominently posted in the clean change
27 area and equipment room, along with the location of the nearest telephone.

28
29 **PRECONSTRUCTION MEETING**

30 The Contractor shall attend a preconstruction meeting to be conducted at a time and place designated by
31 the Owners Project Engineer.

32
33 The Contractor, Contractor's competent person and other supervisory personnel who will provide on-site
34 direction of the abatement activities must attend.

35
36 At this meeting the Contractor shall provide all documentation as required by Article entitled: "Submittals
37 and Notices," herein. In addition, the Contractor shall be prepared to provide detailed information
38 concerning:

39
40 Preparation of regulated area.

41
42 Personal protective equipment including respiratory protection and protective clothing.

43
44 Employees who will participate in the project, including delineation of experience, training,
45 certification, and assigned responsibilities during the project.

46
47 Decontamination procedures for personnel, regulated area and equipment.

48
49 Abatement methods and procedures to be utilized.

50
51 Required air monitoring procedures.

52
53 Procedures for handling and disposing of waste materials.

54

- 1 Procedures for final decontamination and cleanup.
- 2
- 3 A sequence of work and performance schedule.
- 4
- 5 Procedures for dealing with heat stress.
- 6
- 7 Emergency procedures.
- 8
- 9 Methods of adhering plastic sheeting to the surfaces to be covered.

10
11 **DELIVERY, STORAGE AND HANDLING**

- 12 Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer
- 13 and the brand name.
- 14
- 15 Damaged, deteriorating or previously used materials shall not be used and shall be removed from the work
- 16 site and disposed of properly.
- 17

18
19 **PART 2 PRODUCTS**

20
21 **MATERIALS**

- 22 Polyethylene sheeting for walls and stationary objects shall be a minimum of six (6) mil thick. For floors
- 23 and all other uses sheeting of at least six (6) mil thickness shall be used in widths selected to minimize the
- 24 frequency of joints.

- 25
- 26 Polyethylene sheeting utilized for decontamination enclosure shall be opaque white or black in color.
- 27

- 28 Disposal bags shall be of six (6) mil polyethylene, preprinted with labels as required by OSHA
- 29 Requirement 29 CFR 1926.58 (k) (2).

- 30
- 31 Disposal drums for transporting disposal bags shall be metal or fiberboard with locking ring tops.
- 32

- 33 Stick-on labels as per EPA, OSHA or DNR requirements for disposal drums.
- 34

- 35 Surfactant (Wetting Agent):
- 36

- 37 For use with materials containing asbestos identified as "Amosite", shall be a 50/50 mixture of
- 38 polyoxyethylene ether and polyoxyethylene ester, mixed in a proportion of one (1) fluid ounce to
- 39 five (5) gallons of water or as specified by manufacturer.
- 40

- 41 For all materials containing asbestos identified as "chrysotile", "crocidolite", or types other than
- 42 Amosite, shall consist of soapy water mixed in a proportion of two (2) fluid ounces of liquid soap
- 43 to five (5) gallons of water.
- 44

- 45 Where regulated area temperature may cause freezing of the amended water solution, the addition
- 46 of ethylene glycol in amounts sufficient to prevent freezing is permitted.
- 47

- 48 Asbestos Removal Encapsulant (substitute for surfactant): In lieu of using a wetting agent in water to
- 49 control airborne fibers, and asbestos removal encapsulant may be used. Products that meet these needs are:
- 50 Serpiflex Shield manufactured by International Protective Coatings Carol 725 Carol Ave., Ocean, NJ
- 51 07710; and BWE 5000, by Better Working Environments, Inc., 3716 Scripps Way, Las Vegas, NV 89103;
- 52 or an approved equal.
- 53

- 54 Surfaces exposed as a result of removing asbestos containing material shall be coated with a nonpermanent
- 55 sodium silicate material which shall act as a temporary sealant.
- 56

- 57 Encapsulating Material:
- 58

- 59 Bridging type encapsulant (for sealing masonry and concrete walls, barrier surfaces during
- 60 cleanup phase and asbestos containing surfaces to remain in place) shall be capable of being

1 applied with airless spray equipment, able to withstand light impact or abrasion without releasing
2 fibers, water insoluble when cured, and must retain sufficient integrity after six (6) years to allow
3 recoating. Products that meet these requirements are: Cable Coating No. 2B by American
4 Coating Corporation and Decadix Fire Check by Pentagon Plastics.

5
6 Penetrating type encapsulant (for sealing scratch coat plaster, wood grounds and wood blocking
7 which have been in contact with asbestos containing material and also exposed ends of pipe
8 insulation) shall not be noxious or toxic to applicator or subsequent occupants, shall have high
9 flame retardance and low toxic fume and smoke emission ratings, shall have some permeability to
10 water vapor to prevent condensation accumulation. Acceptable products are Cafco-Bond-Seal by
11 U.S.I Mineral, Protector Sealant (32-20 and 32-21) by H.B. Fuller Co., and SK-13 Emulsion by
12 National Cellulose.

13
14 **EQUIPMENT**

15 Negative Pressure Ventilation Units:

16
17 A sufficient quantity of negative pressure ventilation units equipped with HEPA filtration and
18 operated in accordance with ANSI Z9.2-79 (local exhaust ventilation requirements) and EPA
19 guidance document EPA 560/5-83-002 Guidance for Controlling Friable Asbestos-Containing
20 Material in Buildings Appendix F: Recommended Specifications and Operating Procedures for
21 the Use of Negative Pressure Systems for Asbestos Abatement shall be utilized so as to provide
22 one workplace air change every 15 minutes.

23
24 To calculate total air flow requirement:

25
26
$$\text{Total Ft}^3/\text{Min.} = \frac{\text{Volume of Regulated area (in Ft}^3\text{)}}{15 \text{ Min.}}$$

27
28
29 To calculate the number of units needed for the abatement:

30
31
$$\text{Number of Units Needed} = \frac{\text{Total Ft}^3/\text{Min.}}{0.75(\text{Capacity of Unit in Ft}^3/\text{Min.})}$$

32
33
34 The air filtering equipment shall be capable of filtering asbestos fibers at 0.3 um at 99.9 percent
35 efficiency. Prefilters, which protect the final filter by removing the larger particles, are required to
36 prolong the operating life of the HEPA filter. Two stages of prefiltration are required. The first-
37 stage prefilter shall be a low efficiency type (e.g., for particles 10 um and larger). The second-
38 stage (or intermediate) filter shall have a medium efficiency (e.g., effective for particles down to 5
39 um). Prefilters and intermediate filters shall be installed either on or in the intake grid of the unit
40 and held in place with special housings or clamps.

41
42 Exhaust air from the regulated area shall maintain a negative pressure of 0.02 inches of water
43 (head). The ventilation shall operate on a 24 hours basis throughout the abatement process until
44 final clearance has been approved.

45
46 Air Purifying Respirators:

47
48 Respirator bodies shall be of half face or full face type with removable cartridges. Single use,
49 disposable or quarter face respirators shall not be used. Full face respirators shall be equipped
50 with a nose cup or other anti fogging devices as would be appropriate for use in air temperatures
51 less than 32 degrees F.

52
53 Filter cartridges shall, at a minimum, be HEPA type filters labeled with NIOSH and MSHA
54 Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-
55 Containing dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980). In
56 addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this
57 case, each section of the combination canister shall be labeled with the appropriate color code and
58 NIOSH/MSHA Certification.

59
60 Supplied Air Respirator System:

1 The equipment used shall be capable of producing air of the quality and volume required by
2 OSHA Standard (29 CFR 1910) Section 1910.134 and Compressed Gas Association, Inc., New
3 York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1
4 "Commodity Specification for Air", applied to the job site conditions and crew size. The
5 standards above shall be augmented by provisions of this specification with the more stringent
6 standard governing.

7
8 Face piece and hose shall be by same manufacturer and shall be certified by NIOSH/MSHA as an
9 approved Type "C" respirator assembly for continuous flow or pressure demand with a positive
10 pressure facepiece.

11
12 Backup air supply shall be provided that is adequate to allow a minimum of one-half hour escape
13 time for each six man crew. The one-half hour shall be based upon all connections to the backup
14 air supply being in use by an average sized adult male engaged in moderately strenuous activity or
15 by the air requirements of the particular respirator in use is greater.

16
17 Warning device shall be located in the regulated area which will be clearly audible in all parts of
18 the regulated area and can be heard above the noise level produced by equipment and work
19 procedures in use. This warning device shall warn of:

20
21 Compressor shutdown or other fault requiring use of backup air supply.

22
23 Carbon Monoxide (CO) levels in excess of 50 PPM/V over 8 hours.

24
25 Carbon Monoxide (C)) levels shall be continually monitored and recorded. This monitor shall be
26 placed in the air line between backup air supply and workers and shall also sound an alarm as
27 specified under "Warning Devices".

28
29 The compressor shall automatically be shutdown and the alarms sounded if any of the following
30 occur:

31
32 Carbon Monoxide (CO) concentrations exceed 500 PPM/V in the air line between the
33 filter bank and backup air supply.

34
35 Compressor temperature exceeds normal operating range.

36
37 Compressor motor shall be an electric motor. Compressors driven by gas or diesel engines shall
38 not be used.

39
40 An after cooler shall be provided at the entry to the filter system which is capable of reducing
41 temperatures to outside ambient air temperatures.

42
43 System configuration shall permit the recharging of 1/2 hours 2260 PSI SCBA cylinders.

44
45 Compressed air systems shall be designed to provide air volumes and pressures to accommodate respirator
46 manufacturer's specifications. The compressed air systems shall have a receiver of adequate capacity to
47 allow escape of all respirator wearers from contaminated areas in the event of compressor failure.
48 Compressors must meet the requirements of 29 CFR 1910.134 (d). Compressors must have an in-line
49 carbon monoxide monitor; periodic inspection of the carbon monoxide monitor must be evidenced.
50 Documentation of adequacy of compressed air systems/respiratory protection system must be retained on
51 site. This documentation will include a list of compatible components with the maximum number and type
52 of respirators that may be used with the system. Periodic testing of compressed air shall insure that
53 systems provide air of sufficient quality (Grade D breathing air as described in Compressed Gas
54 Association Commodity Specifications G-7.1).

- 1
2 Full body disposable protective clothing, including head, body and foot coverings consisting of material
3 impenetrable by asbestos fibers (Tyvek^R or equivalent) shall be provided to all workers and authorized
4 visitors in sizes adequate to accommodate movement without tearing.
5
6 Additional safety equipment, such as hard hats meeting the requirements of ANSI Standard Z89.1-1981,
7 eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the
8 requirements of ANSI Standard Z41.1-1967, disposable PVC gloves, as necessary, shall be provided to all
9 workers and authorized visitors.
10
11 Nonskid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately
12 sealed to the footwear to prevent body contamination.
13
14 Provide sufficient supply of disposable mops, rags and sponges for work area decontamination.
15
16 Provide scaffolds, ladders, lifts and hand tools such as scrapers, wire cutters, brushes, utility knives, wire
17 saws, as the work requires.
18
19 Sprayers with pumps capable of providing 14-15 pounds per square inch (psi) at the nozzle tip at a flow
20 rate of 2 gallons per minute for spraying amended water.
21
22 Rubber dust pans and rubber squeegees shall be provided for cleanup.
23
24 Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not
25 metal.
26
27 A sufficient supply of HEPA filtered vacuum systems shall be available during cleanup.
28
29 Airless spray equipment with an adjustable low pressure nozzle shall be provided for spraying
30 encapsulants. Nozzle tip size and pressure adjustment shall conform to encapsulant manufacturers written
31 recommendations.
32
33 Heavy duty power cables for temporary electrical service and a portable electric generator for maintaining
34 negative pressure in the work area in case of power failure.
35
36 Warning Signs and Labels: As required OSHA Regulation 29 CFR 1925.58(k).
37
38 Other equipment the Contractor deems necessary for asbestos abatement work shall be submitted to the
39 Owners Project Engineer for approval prior to their use.
40
41

42 **PART 3 EXECUTION**

43 **GENERAL COMPLIANCE MEASURES**

44 **Mandatory Protection Conditions:** Contractor's employes shall wear appropriate respiratory protection and
45 protective clothing under the following conditions:
46

47
48 During installation or implementation of engineering work practices and control measures.
49

50 During maintenance and repair activities for which control measures, hereinafter described, are
51 not feasible.
52

53 Whenever the control measures are not yet sufficient to reduce exposure below the Permissible
54 Exposure Limits (TWA and/or Excursion Limits).

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Whenever emergency conditions exist.

Control Measures: The Contractor shall use one or any combination of the following control methods to achieve compliance with the "Permissible Exposure Limits" defined hereinbefore:

Local exhaust ventilation equipped with HEPA filter dust collection systems.

General dilution ventilation equipped with HEPA filtration systems on both exhaust and return air.

Vacuum cleaners equipped with HEPA filters.

Enclosure or isolation of processes producing airborne asbestos fibers and dust.

Use of wet methods, wetting agents or removal encapsulants to control employe exposures during their performance of asbestos abatement activities.

Prompt disposal of wastes contaminated with asbestos in leak-tight containers.

Supplement to Control Measures: Whenever the control measures described above are not sufficient to reduce the employe exposure to or below the "Permissible Exposure Limits" (TWA and/or Excursion Limit), the Contractor shall continue to use the control measures to maintain the employe exposure to the lowest levels attainable and supplement them with the use of appropriate respiratory protection and protective clothing.

Negative-Pressure Enclosure: A negative-pressure enclosure shall be employed whenever feasible, prior to commencing removal, demolition and renovation operations involving asbestos containing materials.

Types of Respiratory Protection: The following Table represents the minimum respiratory protection required for given airborne concentrations of asbestos:

Airborne Concentration of Asbestos, Tremolite, Anthophyllite, Actinolite, or a Combination of These Minerals

Required Respirator

Not in excess of 2 f/cc (10 X PEL)

1. Half-mask air purifying respirator equipped with high-efficiency filters.

Not in excess of 10 f/cc (50 X PEL)

1. Full faceplate air purifying respirator equipped with high-efficiency filters.

Not in excess of 20 f/cc (100 X PEL)

1. Any powered air purifying respirator equipped with high efficiency filters.

2. Any supplied air respirator operated in continuous flow mode.

Not in excess of 200 f/cc (1000 X PEL)

1. Full facepiece supplied air respirator operated in pressure demand mode.

Greater than 200 f/cc (1,000 X PEL) or unknown concentration

1. Full facepiece supplied air respirator operated in pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus.

1 NOTE: Respirators assigned for higher environmental concentrations may be used at lower
2 concentrations.

3
4 A high-efficiency filter means a filter that is at least 99.97 percent efficient against mono-
5 dispersed particles of 0.3 micrometers in diameter or larger.
6

7 Employee Rotation: The Contractor shall not use employee rotation as a means of compliance with
8 Permissible Exposure Limits (TWA and/or Excursion Limit).
9

10 Supervision: The Contractor shall have a project supervisor on site at all times that only supervises the
11 project and is responsible to assure contract and regulatory compliance.
12

13 **PREPARATION OF REGULATED AREA**

14 Post warning signs at all approaches to a regulated area. Signs shall be posted at a distance sufficiently far
15 enough away from the regulated area to permit any person to read the sign and take the necessary
16 protective measures to avoid exposure.
17

18 Shutdown and lock out all heating, cooling and air conditioning system (HVAC) components that are in,
19 supply or pass through the regulated area. Appropriate equipment and control measures shall be utilized to
20 prevent contamination of building spaces. Seal all intake and exhaust vents in the work area with tape and
21 6 mil polyethylene. Also seal any seams in system components that pass through the regulated area.
22

23 Preclean all movable objects within the regulated area using a HEPA filtered vacuum or wet cleaning
24 methods as appropriate. After cleaning, these objects shall be removed from the regulated area and
25 carefully stored in an uncontaminated location.
26

27 Preclean all fixed objects in the regulated area using HEPA filtered vacuums or wet cleaning techniques as
28 appropriate, if contamination is visibly covering them. Careful attention must be paid to machinery and
29 behind grills or gratings where access may be difficult but contamination significant. Also pay particular
30 attention to wall, floor and ceiling penetrations behind fixed items. After precleaning, enclose fixed
31 objects in four (4) mil polyethylene sheeting and seal securely in place with tape.
32

1 Preclean all surfaces in the regulated area using HEPA filtered vacuums and/or wet cleaning methods as
2 appropriate. Do not use any methods that would raise dust such as dry sweeping or vacuuming with
3 equipment not equipped with HEPA filters. Do not disturb asbestos containing materials during the
4 precleaning phase.

5
6 Seal off all windows, doorways, elevator openings, corridors, tunnels, entrances, drains, ducts, grills,
7 grates, diffusers, skylights and any other openings between the regulated area and uncontaminated areas
8 outside of the regulated area (including the outside of the building, tunnels and crawl spaces) with four (4)
9 mil polyethylene sheeting and tape.

10
11 Wall Covering:

12
13 Walls shall be covered with two (2) layers of four (4) mil polyethylene sheeting, starting at top of wall and
14 extending down and across the floor area until it meets in the center of the floor. Here the covering sheets
15 shall be taped together to form a monolithic covering which completely encases the regulated area.

16
17 Polyethylene sheets shall be sized to minimize seams. Seams shall be staggered and separated by a
18 distance of at least six (6) feet.

19
20 Wall sheeting shall be secured adequately to prevent it from falling away from the walls. This may require
21 additional support/attachment when negative pressure ventilation systems are utilized.

22
23 Floor Covering:

24
25 The floor area which has previously been covered with sheeting extended from the walls, shall be covered
26 with one additional layer of six (6) mil (minimum) sheeting. Additional layers of sheeting may be utilized
27 as drop cloths to aid in cleanup of bulk materials.

28
29 Polyethylene sheets shall be sized to minimize seams. If the floor area necessitates seams, those on
30 successive layers of sheeting shall be staggered to reduce the potential for water to penetrate to the flooring
31 material. A distance of at least six (6) feet between seams is sufficient. Do not locate any parallel seams at
32 wall/floor joints.

33
34 Floor sheeting shall extend at least 24" up the side walls of the work area.

35
36 **DECONTAMINATION ENCLOSURE SYSTEM**

37 A decontamination enclosure system shall be provided at each location where workers will enter or exit a
38 regulated area.

39
40 Plans for construction, including materials and layout, shall be submitted as shop drawings and approved
41 by the Project Engineer prior to work initiation. Decontamination enclosure systems constructed at the
42 work site shall utilize six (6) mil opaque black or white polyethylene sheeting or other acceptable materials
43 for privacy. Detailed descriptions of portable, prefabricated units, if used, must be submitted for the
44 Project Engineer's approval. Plans must include floor plan with dimensions, materials, size, thickness,
45 plumbing and electrical utilities.

46
47 The decontamination enclosure system shall consist of at least a clean room, a shower room, and an
48 equipment room, each separated from each other and from the regulated area by air locks.

49
50 Entry to and exit from all airlocks and decontamination enclosure system chambers shall be through
51 curtained doorways consisting of two sheets of overlapping six (6) mil polyethylene sheeting. The curtain
52 doorway sheets shall be secured at the top and one side opposite each other. All curtains shall have
53 weights attached to the bottom to insure that they hang straight and maintain a seal over the doorway when

1 not in use. Doorway designs, providing equivalent protection and acceptable to the Project Engineer may
2 be utilized.

3
4 Access between any two rooms in the decontamination enclosure system shall be through an airlock with at
5 least three (3) feet separating each curtained doorway. Pathways into (from clean to contaminated) and out
6 from (contaminated to clean) the regulated area shall be clearly designated.

7
8 Clean room shall be sized to adequately accommodate the work crew. Clean disposable clothing,
9 replacement filters for respirators, disposable towels and other necessary items shall be provided in
10 adequate supply at the clean room. A location for postings shall also be provided in this area. Whenever
11 possible, a lockable door shall be used to permit access into the clean room from outside the regulated area.

12
13 Shower room shall contain one or more shower heads as necessary to adequately accommodate workers.
14 Each shower head shall be supplied with hot and cold water adjustable at the tap. The shower enclosure
15 shall be constructed to insure against leakage of any kind. An adequate supply of soap and disposable
16 towels shall be supplied by the Contractor and available at all times. Shower water shall be drained,
17 collected and filtered as specified in the Article entitled: "Water Collection and Disposal," herein.

18
19 The equipment room shall be used for storage of equipment and tools at the end of a shift after workers
20 have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate.
21 Replacement filters (in sealed containers until used) for HEPA vacuums and negative pressure ventilation
22 equipment, extra tools, containers or surfactant and other materials and equipment that may be required
23 during the abatement may also be stored here as needed. A walk-off pan (a small children's swimming
24 pool or equivalent filled with water) shall be located in the regulated area just outside the equipment room
25 for workers to clean off foot coverings after leaving the regulated area and prevent excessive
26 contamination of the worker decontamination enclosure system. A drum lined with a labeled six (6) mil
27 polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated rubber
28 boots or other reusable footwear shall be stored in this area for reuse the following workday.

29
30 **Waste Container Pass-Out Airlock:**

31
32 The waste container pass-out airlock shall be constructed at some location away from the worker
33 decontamination enclosure system. Wherever possible, this shall be located where there is direct access
34 from the regulated area to the outside of the building.

35
36 This airlock system shall consist of an airlock, a container staging area, and another airlock with access to
37 outside the regulated area.

38
39 The waste container pass-out airlock shall be constructed in similar fashion to the worker decontamination
40 enclosure system using similar materials and airlock and curtain doorway designs.

41
42 This airlock system shall not be used to enter or exit the regulated area. The airlock system shall be tightly
43 sealed when not in use.

44
45 Emergency exits shall be established and clearly marked with duct tape arrows or other effective
46 designations to permit easy location from anywhere within the regulated area. They shall be secured to
47 prevent access from uncontaminated areas, but still permit emergency exiting. These exits shall be
48 properly sealed with polyethylene sheeting which can be cut to permit egress if needed. These exits may
49 be through the decontamination enclosure, the waste pass-out airlock, other alternative exits satisfactory to
50 fire officials.

51
52
53 **TEMPORARY ISOLATION PARTITIONS**

1 Large rooms or open areas that require temporary air tight barriers to separate a contaminated regulated
2 area from an uncontaminated area shall be provided with temporary partitions, constructed in the following
3 manner:

4
5 Walls shall be constructed of wood or metal framing to support barriers in all openings larger than 4' x 8'.

6
7 A sheathing material (plywood, drywall) of at least 3/8" thickness shall be applied to work side of barrier.

8
9 Cover the work side of partition with a double layer of four (4) mil polyethylene sheeting with staggered
10 joints and seal in place.

11
12 Provide at least one (12" x 12") window in the barrier system, where feasible, for the purpose of viewing
13 into the regulated area. The window shall consist of heavy gauge plastic or clear safety glass. Panes shall
14 be framed into the barrier system and completely sealed to prevent any leakage of air through the unit.

15
16 **MAINTENANCE OF ENCLOSURE SYSTEM**

17 Following completion of the construction of all polyethylene barriers and decontamination system
18 enclosures, initiate negative pressure system and allow overnight settling to insure that barriers will remain
19 intact and secured to walls and fixtures before beginning actual abatement activities.

20
21 All polyethylene barriers and decontamination enclosure systems shall be inspected at least twice daily by
22 the Contractor's competent person prior to the start of each day's abatement activities and following the
23 completion of the day's abatement activities. Document inspections and observations in the daily project
24 log.

25
26 Damage and defects in the enclosure system are to be repaired immediately upon discovery.

27
28 Use smoke tubes to test the effectiveness of the barrier system when directed by Owners Project
29 Representative.

30
31 Anytime during the abatement activities, if visible construction related dust or debris is observed outside of
32 the regulated area or if damage occurs to barriers, work shall immediately stop, repairs shall be made to
33 barriers, and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.

34
35 Openings made in the enclosure system to accommodate negative air pressure system shall be made airtight
36 with tape and caulking as needed. If more than one unit is installed, they should be turned on one at a time,
37 checking the integrity of wall barriers for secure attachment and need for additional reinforcement. Insure
38 that adequate power supply is available to satisfy the requirements of the ventilating and exhaust units.
39 Negative pressure units shall be exhausted to the outside of the building. They shall not be exhausted into
40 occupied areas of the building. Careful installation and daily inspections shall be done to insure that the
41 ducting does not release fibers into uncontaminated building areas.

42
43 Use of enclosure system shall not commence until the following has been accomplished:

44
45 Enclosure systems have been constructed, inspected, and tested.

46
47 Negative pressure systems are functioning adequately.

48
49 All preabatement submissions, notifications, postings and permits have been provided and approved by the
50 Architect/Engineer, or Construction Representative, as applicable.

51
52 All equipment for abatement, cleanup and disposal are on hand.

53
54 All worker training is completed.

1
2 Contractor has received written notice to commence abatement work from the Division, based on
3 recommendation of the Owners Project Representative.

4
5 **WORKPLACE ENTRY AND EXIT PROCEDURES**

6 All workers and authorized personnel shall enter the regulated area through the decontamination enclosure
7 system.

8
9 All personnel who enter the regulated area must sign the registration log, located in the clean room, both
10 upon entry and exiting the area.

11
12 All personnel shall proceed first to the clean room, remove all street clothes, and appropriately don
13 respiratory protection (as approved for the job conditions) and disposable coveralls, head covering and foot
14 covering. Hard hats, eye protection and gloves shall also be utilized if required. Clean respirators and
15 protective clothing shall be provided and utilized by each person for each separate entry into the regulated
16 area.

17
18 Personnel wearing designated personal protective equipment shall proceed from the clean room through
19 the decontamination enclosure system to the regulated area.

20
21 Before leaving the regulated area all personnel shall remove gross contamination from the outside of
22 respirators and protective clothing by brushing or wet wiping procedures. (Small HEPA vacuums with
23 brush attachments may be utilized for this purpose.) Each person shall clean bottoms of protective
24 footwear in the walk-off pan just prior to entering the equipment room.

25
26 Personnel shall proceed to equipment room where they remove all protective equipment except respirators.
27 Deposit disposable clothing into appropriately labeled containers for disposal.

28
29 Reusable, contaminated footwear shall be stored in the equipment room when not in use in the regulated
30 area. Upon completion of abatement it shall be disposed of as asbestos contaminated waste. Rubber boots
31 may be decontaminated at the completion of the abatement for reuse.

32
33 Still wearing respirators, personnel shall proceed to the shower area, clean the outside of the respirators
34 and the exposed face area under running water prior to removal of respirator and shower and shampoo to
35 remove residual asbestos contamination. Various types of respirators will require slight modification of
36 these procedures. An airline respirator with HEPA filtered disconnect protection may be disconnected in
37 the equipment room and worn into the shower. A powered air purifying respirator facepiece will have to
38 be disconnected from the filter/power pack assembly which is not waterproof, upon entering the shower.
39 Cartridges must be in place for each new entry into the regulated area.

40
41 After showering and drying off, proceed to the clean room and don street clothing even though there will
42 be later reentry into the regulated area or street clothes if it is the end of the work shift.

43
44 Workers shall NOT eat, drink, smoke, chew gum or tobacco in the regulated area. To eat, drink or smoke,
45 workers shall follow the procedure described above, then dress in street clothes before entering the
46 nonregulated areas of the building.

47
48 These procedures shall be posted in the clean room and equipment room.

49
50
51 **WASTE CONTAINER PASS-OUT PROCEDURE**

52 Asbestos contaminated waste that has been containerized shall be transported out of the regulated area
53 through the waste container pass-out airlock (or through the decontamination enclosure if a separate airlock
54 has not been constructed).

1
2 The inside team wearing protective clothing and respirators appropriate for the contaminated regulated area
3 shall clean the entire surface, including bottoms, of properly labeled bags, using HEPA vacuums and wet
4 wiping techniques and transport them into the waste container pass-out airlock where they will be placed
5 into another properly labeled bag. No worker from the inside team shall further exit the regulated area
6 through this airlock.

7
8 Workers from outside the regulated area wearing appropriately assigned respirators, shall enter the airlock
9 from outside the regulated area. No worker from the outside team shall further enter the regulated area
10 through this airlock.

11
12 The exit from this airlock shall be secured to prevent unauthorized entry.

13
14 **WATER COLLECTION AND DISPOSAL**

15 All water resulting from precleaning operation, excess from floor of regulated area and the final cleaning
16 operation shall be collected and placed in sealed containers for disposal as contaminated material.

17
18 Water from the decontamination shower shall be collected in a holding tank and filtered to remove
19 particles of 0.5 microns or larger size before draining water into sanitary sewer system. The drainage and
20 filtering system shall consist of the following:

21
22 A centrifugal pump capable of pumping at least 25 gallons/minute.

23
24 Two filter cartridge housings, one serving as a prefilter, utilizing at least 6 cylindrical 100 micron filters
25 (reusable type) and the other serving as final filter with 6 cylindrical 0.5 micron filters.

26
27 Maintain two sets (6 cylinders per set) of 100 micron filters, to allow one set to be cleaned while the other
28 set is in use.

29
30 A common garden hose may be connected to final filter housing to drain water to sanitary sewer system.

31
32 **WET REMOVAL PROCEDURE**

33 Wet all asbestos containing material with an amended water solution, or removal encapsulant, using
34 equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations when the
35 material is disturbed. Saturate the material to the substrate. Keep all removed material wet to prevent fiber
36 release until it can be containerized for disposal. If regulated area temperatures are below 32°F. and
37 amended water is subject to freezing, modify as specified for surfactant in Article entitled: "Materials,"
38 herein. Maintain a high humidity in the regulated area by misting or spraying to assist in fiber settling and
39 reduce airborne concentrations.

40
41 Saturated asbestos containing material shall be removed in manageable sections. Removed material should
42 be containerized before moving to a new location for continuance of work. Surrounding areas shall be
43 periodically sprayed and maintained in a wet condition until visible material is cleaned up.

44
45 Material removed from building structures or components shall not be dropped or thrown to the floor.
46 Material should be removed as intact sections or components whenever possible and carefully lowered to
47 the floor. If this cannot be done for materials greater than 50 feet above the floor, a dust-tight chute shall
48 be constructed to transport the material to containers on the floor or the material may be containerized at
49 elevated levels (e.g. on scaffolds) and carefully lowered to the ground by mechanical means. For materials
50 between 15 and 50 feet above the ground they may be containerized at elevated levels or dropped onto
51 inclined chutes or scaffolding for subsequent collection and containerization.

52

1 Bags shall be considered full when half their capacity have been filled. They should be securely sealed to
2 prevent accidental opening and leakage by tying tops of bags in an overhand knot or by taping in
3 gooseneck fashion. Do not seal bags with wire or cord.

4
5 Large components removed intact may be wrapped in two (2) layers of six (6) mil polyethylene sheeting
6 secured with tape for transport to the approved disposal site.

7
8 Asbestos containing waste with sharp edged components (e.g., nails, screws, metal lath, tin sheeting) shall
9 be placed into drums for disposal in lieu of polyethylene bags. Drums shall be marked to differential
10 contents from those drums containing bagged material.

11
12 After completion of all stripping work, surfaces from which asbestos containing materials have been
13 removed such as plaster base coat or metal deck, etc., the surfaces shall be wet brushed and sponged to
14 remove all visible residue.

15
16 **PIPE TUNNEL REMOVAL WORK**

17 A decontamination enclosure shall be provided at the entrance to the pipe tunnel. All requirements for
18 regulated area entry and exit procedures and waste container pass-out procedures, as hereinbefore
19 specified, shall apply to this work.

20
21 All openings within the pipe tunnel shall be sealed with six (6) mil polyethylene and tape. The existing
22 surfaces within the space will not be required to be covered with polyethylene sheeting.

23
24 A negative pressure system shall be required to maintain the security of the work space and the integrated
25 decontamination enclosure.

26
27 All loose and fallen asbestos-containing material shall be very carefully cleaned up with an industrial
28 vacuum equipped with HEPA filter.

29
30 After asbestos abatement work has been completed in the pipe tunnel, all ceiling, wall and floor surfaces
31 shall be cleaned with the HEPA equipped vacuum. All cleaned surfaces shall be sealed with an approved
32 encapsulant.

33
34 **SMALL SCALE - SHORT DURATION REMOVAL PROCEDURE**

35 **Glovebag Method:**

36
37 All workers who are permitted to use the glovebag technique must be trained, experienced and skilled in
38 this method.

39
40 All tools and materials that will be required during the removal procedure, shall be placed into the tool
41 pouch.

42
43 Glovebag shall be installed so that it completely encompassed the surface where removal work will take
44 place. The side seams of the glovebag shall be cut the appropriate length to accommodate a size that will
45 fit over the removal area. The bag shall be placed in position, the edges of the bag shall be folded together
46 and sealed with tape. All openings in the bag shall be sealed with duct tape (or equivalent material). The
47 bottom seam of the bag must also be sealed with tape to prevent leakage.

48
49 Workers performing asbestos removal with glovebag shall wear (as a minimum) half mask dual--cartridge
50 HEPA--equipped respirator, and full protective clothing to protect against the possibility of accidental
51 leakage.

52
53 All material removed within the glovebag shall be thoroughly wetted with wetting agent, or removal
54 encapsulant, applied with airless sprayer through the side port provided in the bag. After asbestos

1 containing material has been removed, the exposed base surface must be thoroughly cleaned and wet wiped
2 until all traces of asbestos-containing material is removed.
3
4 Create constant negative pressure by running a HEPA vacuum hose into bag.
5
6 Any exposed edges of asbestos-containing that will remain after bag is removed, shall be encapsulated with
7 a bridging encapsulant to seal the material from releasing fibers to the atmosphere.
8
9 In all glovebag removal settings, all doors, windows and other openings to the functional space must be
10 sealed with a minimum of four (4) mil polyethylene sheeting. The HVAC system must be shut down.
11 Once the area is completely sealed off, negative air pressure must be introduced to the entire functional
12 space.
13
14 In glove bag settings which involve small scale short duration removal the immediate area shall be
15 prepared using the following techniques; polyethylene drop cloths (minimum 6 mil) on floor and walls in a
16 12 foot perimeter of the removal area, negative air machine present and running in the immediate area.
17 Glove bag must be placed under variable negative pressure during removal stages. A centralized five stage
18 decontamination system must be established in the building for this method of glovebag removal.
19
20 Mini-Enclosure Method:
21
22 A mini-enclosure may be built around an area which is too large for glovebag method, but is of small-scale
23 and short duration work and would not warrant large enclosure.
24
25 The mini-enclosure can be small enough to restrict the space to use by one worker. A small change room
26 shall be contiguous to the mini-enclosure. The change room shall be a minimum of three (3) feet square.
27
28 The mini-enclosure shall be constructed by affixing plastic sheeting to existing walls and covering the floor
29 with plastic sheeting which shall extend up walls at least 24 inches and sealed with tape. If existing walls
30 are not available, a 2 x 4 wood frame shall be constructed and two (2) layers of six (6) mil polyethylene
31 sheeting applied to the interior side of frame to allow clean "take-down," at completion. Sheeting shall be
32 sealed with tape.
33
34 The change room shall be constructed of 2 x 4 wood framing to which shall be applied two (2) layers of six
35 (6) mil polyethylene sheeting to interior side of frame and sealed with tape. The change room shall be
36 provided with double six (6) mil polyethylene curtains at the exit and the entrance to the mini work
37 enclosure. Both curtains in each opening shall be secured at the top and one side opposite from the other.
38
39 A hose from a HEPA vacuum shall be extended through the wall of the Mini-Enclosure and the opening
40 around the hose shall be sealed with tape. The HEPA vacuum shall run continuously during the time
41 asbestos abatement work is taking place.
42
43 All abatement work shall be conducted using the wet removal method and all debris from such work shall
44 be bagged and disposed of as contaminated material. Upon completion, the interior surfaces of the
45 regulated area shall be cleaned and sprayed with an encapsulant.
46
47 Worker using the mini-enclosure method shall wear two (2) Tyvek^R or equivalent disposable work suit
48 and the appropriate HEPA filtered dual cartridge respiratory protection. Upon completion of the work and
49 before leaving the change area, worker shall remove outer work suit and then proceed to a shower that is
50 not contiguous with the work area.
51
52 The polyethylene enclosure, comprising the regulated area and the change room, shall be collapsed
53 inwardly, bagged and disposed of as contaminated material.
54

1 **ENCAPSULATION PROCEDURES**

2 Clean and isolate the regulated area as specified in Article entitled: "Preparation of Regulated Area",
3 hereinbefore.

4
5 Repair damaged and missing areas of existing materials with nonasbestos-containing substitutes. Material
6 must adhere adequately to existing surfaces and provide an adequate base for application of encapsulating
7 agents. Filler material shall be applied in accordance with manufacturer's recommended specifications.

8
9 Spray apply with airless equipment with low nozzle pressure to all surfaces where asbestos is removed or
10 surfaces containing asbestos that are to remain in place. Spray must completely encapsulate any remaining
11 asbestos, permanently locking it in place.

12
13 Apply a minimum of one (1) coat with coverage in strict accordance with manufacturer's
14 recommendations. Surfaces must be dry and free of dirt, oil and dust.

15
16 **ENCLOSURE PROCEDURE**

17 Clean and isolate the regulated area as specified in Article entitled: "Preparation of Regulated Area"
18 hereinbefore.

19
20 Spray areas that will be disturbed during the installation of hangers or other support/framing materials for
21 the enclosure with water containing the specified surfactant. Keep these areas damp to reduce airborne
22 fiber concentrations.

23
24 Remove loose or hanging asbestos containing materials.

25
26 After installation of hangers and other fixing devices and before installation of enclosure, repair damaged
27 areas of fireproofing/thermal insulation materials as required using a nonasbestos-containing replacement
28 material. Prepare surfaces and apply replacement material in accordance with manufacturer's
29 recommendations.

30
31 **AIR MONITORING**

32 Air samples shall be taken with a high volume pump having a capacity of 10 to 16 liters per minute. This
33 does not include breathing zone pump.

34
35 All sample collection procedures and evaluation to determine employee exposure levels shall conform with
36 the requirements of Appendix A to OSHA Standard 29 CFR 1926.58. Clearance testing will be performed
37 by the Contractor's Sampling Professional. Three (3) periodic tests must be performed by the
38 Contractor's Air Sampling Professional as directed by the Owners Project Engineer.

39
40 All samples collected shall be analyzed by a laboratory accredited by the American Industrial Hygiene
41 Association and the results of each analysis shall be submitted to the Owners Project Engineer for the
42 record.

43
44 Documentation requirements must include the following, as a minimum:

45
46 Air Sampling Procedures: Sampling times; sampling locations (with appropriate diagrams);
47 evidence of periodic inspection of sampling equipment; documentation of pre and post calibration
48 of equipment; detailed description of work conditions; description of worker protective devices;
49 and a description of any atypical environmental conditions.

50
51 Air Sampling Analysis: Sample identification; sample duration; sample flow rate; total air
52 volume; total fibers counted; total fields counted; blank filter analysis; reticule field area; and fiber
53 concentration in fibers per cubic centimeter.

1 The concentration of fibers shall be determined by the membrane filter method at 400-450X
2 (magnification) (4 millimeter objective) with phase contrast illumination.

3

4 Minimum testing required for the project shall consist of the following:

5

6 Three (3) periodic tests as directed by Owners Project Engineer.

7

8 OSHA P.E.L. Compliance Testing as ref. 1910.28. Within the breathing zone of each worker
9 category (i.e., wetter, receiver, bagger) 25% of the crew or one per job category.

10

11 Three (3) periodic determinations of employee exposure shall be made by collecting one or more
12 breathing zone samples that are representative of the 8-hour TWA, full-shift exposure for each
13 employee in each regulated area; and one or more breathing zone air samples that are
14 representative of 30-minute exposures associated with operations that are most likely to produce
15 exposures above the excursion limit for employees in each regulated area.

16

17 Periodic testing may be dispensed with if employees are equipped with supplied-air respirators
18 operated in a positive-pressure mode while performing abatement work.

19

20 The Owners Project Engineer has the authority to stop the abatement work under the provisions of the
21 General Conditions of this contract at anytime the Owners Project Engineer determines either personally or
22 through the services of the air sampling professional that conditions are not in compliance with the
23 specifications and applicable regulations. The stoppage of work shall continue until conditions have been
24 corrected and corrective steps have been taken to the satisfaction of the Owners Project Engineer. Standby
25 time required to resolve violations shall be at the Contractor's expense.

26

27

28 **CLEANUP PROCEDURE**

29 Remove and containerize all visible accumulations of asbestos containing material.

30

31 Wet clean all surfaces in the regulated area using rags, mops and sponges as appropriate. (Note: Some
32 HEPA vacuums might not be wet-dry vacuums.)

33

34 Prior to removing the inner layer of plastic sheeting, the sheeting shall be sprayed with an encapsulant, so
35 that any residue remaining will be adhered to the plastic sheeting.

36

37 Remove the cleaned inner layer of plastic sheeting from walls and floors. Windows, doors, HVAC system
38 vents and all other openings shall remain sealed. The negative pressure ventilation units shall remain in
39 continuous operation. Decontamination enclosure systems shall remain in place and be utilized.

40

41 Remove all containerized waste from the regulated area and waste container pass-out airlock.

42

43 The Owners Project Engineer, DNR Representative and the Contractor shall inspect the regulated area for
44 visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and the
45 cleaning cycle shall be repeated.

46

47 After cleaning the regulated area the Contractor may either spray the remaining barrier material with
48 encapsulant or, wait at least 24 hours to allow fibers to settle and HEPA vacuum and wet clean all objects
49 and surfaces in the regulated area again.

50

51 Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.

52

53 The regulated area shall be cleaned until it is in compliance with clearance testing specified in Article
54 entitled: "Clearance Testing," hereinafter.

1
2 Following the satisfactory completion of clearance air testing remaining barriers may be removed and
3 properly disposed of. All fixed objects within the area, which were covered with polyethylene prior to
4 abatement work, shall be uncovered and thoroughly cleaned. A final visual inspection by the Owners
5 Project Engineer, DNR Representative and the Contractor shall insure that no contamination remains in the
6 regulated area. Unsatisfactory conditions shall require additional cleaning and air testing.

7
8 **CLEARANCE TESTING - PHASE CONTRAST MICROSCOPY (PCM)**

9 Clearance sampling and analysis shall be performed only after the asbestos abatement work area has been
10 completely cleaned and visually inspected.

11
12 Air sampling by the Asbestos Abatement Contractor for final clearance shall be conducted using collection
13 procedures in accordance with NIOSH Standard Analytical Method 7400. Air volumes shall be sufficient
14 to provide reliable results down to a concentration of 0.01 fibers per cubic centimeter of air (f/cc) or lower.
15 Minimum air volumes of 1,200 liters shall be collected on a 25 mm filter.

16
17 A minimum of three (3) samples shall be taken for each 1,000 square feet of enclosed area or as
18 determined otherwise by the Owners Project Engineer. The specific locations where samples shall be
19 taken shall be established by the Owner's Project Engineer.

20
21 Aggressive sampling shall be performed with portable fans circulating air in the work area to simulate
22 actual use conditions. Negative pressure ventilation units shall not be used for this purpose.

23
24 Air samples shall be analyzed by Phase Contrast Microscopy.

25
26 All samples analyzed shall indicate concentrations of airborne fibers less than 0.01 f/cc, or less than the
27 average of the fiber count established by Base Testing for outside containment air, whichever is greater.
28 Areas exceeding this level shall require the area to be recleaned using procedures specified in article
29 entitled, "Cleanup Procedure", and retested until satisfactory levels are obtained. Only when tests meet the
30 acceptable level, can the protective barriers of the regulated area be removed.

31
32 The cost of any testing and retesting, necessitated as a result of failure to meet requirements for clearance,
33 shall be borne by the Contractor.

34
35 **CLEARANCE TESTING - TRANSMISSION ELECTRON MICROSCOPY (TEM)**

36 Clearance sampling and analysis shall be performed only after the asbestos abatement work area has been
37 completely cleaned and visually inspected.

38
39 Simultaneously, five samples shall be collected within the enclosed work area and five additional samples
40 shall be collected outside the enclosure for the purpose of comparison. The volume of air drawn for each
41 sample collected shall be equal to or greater than 1200 liters of air using a 25 mm filter, or 2800 liters of air
42 using a 37 mm filter. An additional three samples (referred to as field blanks) shall be provided. Two
43 samples shall be taken by removing the cap for 30 seconds and replacing it. These samples shall be made
44 at entrance to enclosure and at an ambient site. The third sample shall remain sealed and kept with the
45 other samples.

46
47 The sample collected from the enclosed work area shall be analyzed first, using the TEM method specified
48 in EPA regulation 40 CFR Part 763, Appendix A to Subpart E. If the average concentration of asbestos in
49 the five samples does not exceed the filter background level of 70 structures per square millimeter, then the
50 area may be declared clear of asbestos.

51
52 Should the analysis in Paragraph C. (herein) fail the background level, then a comparison of the ten
53 samples shall be made to determine if the average of the enclosure samples is not significantly larger than
54 the average of the outside samples and the three field blanks. A statistical comparison using the Z-test

1 found in Appendix A to Subpart E shall be used to determine if the two averages are significantly different.
2 Should the test indicate no significant difference, the area will be considered clear of asbestos. If a
3 significant difference is noted, the cleaning procedure shall be repeated and retesting shall be required at
4 the Contractor's expense.

5
6 **DISPOSAL PROCEDURES**

7 As the work progresses, to prevent exceeding available storage capacity on site, sealed and labeled
8 containers of asbestos containing waste shall be removed and transported directly to the Dane County
9 Rodefild Landfill. ACM removed during project shall be disposed of in the Dane County Rodefild
10 Landfill on the first Wednesday of the Month. One additional disposal time will be available for this
11 project on Wednesday, June 15, 2011. All ACM disposal must be prearranged with landfill staff by the
12 Monday before disposal. Use of intermediate storage locations is not an accepted disposal procedure.

13
14 The Contractor shall provide documentation in the form of a transportation and disposal manifest that will
15 provide a chain-of-custody record of all asbestos-containing waste from project site to the disposal site.
16 All asbestos-containing waste generated must be accounted for by these records and copies of all such
17 records shall be delivered to the Construction Representative.

18
19 **Transportation to the Landfill:**

20
21 Once bags have been removed from the regulated area, they shall be loaded into an enclosed truck
22 for transportation.

23
24 The enclosed cargo area of the truck shall be free of debris and lined with six (6) mil polyethylene
25 sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be
26 installed first and extend up the side walls. Wall sheeting shall be overlapped and taped into
27 place.

28
29 Drums shall be placed on level surfaces in the cargo area and packed tightly together to prevent
30 shifting and tipping. Large components shall be secured to prevent shifting and bags placed on
31 top. Do not throw containers into truck cargo area.

32
33 Personnel loading asbestos containing waste shall be protected by disposable clothing including
34 head, body and foot protection and at a minimum, half-facepiece, air-purifying, dual cartridge
35 respirators equipped with HEP filters.

36
37 Any debris or residue observed on containers or surfaces outside of the regulated area resulting
38 from cleanup or disposal activities shall be immediately cleaned up using HEPA filtered vacuum
39 equipment and/or wet methods.

40
41 **Disposal at the Landfill:**

42
43 Upon reaching the landfill, trucks are to approach the dump location as closely as possible for
44 unloading of the asbestos containing waste.

45
46 Bags, drums and components shall be inspected as they are off-loaded at the disposal site.
47 Damaged containers shall be very carefully taped shut and repacked into drums or bags as
48 applicable.

49
50 Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of
51 trucks (weight of wet material could rupture bags).

1 Personnel off-loading containers at the disposal site shall wear protective equipment consisting of
2 disposable head, body and foot protection and, at a minimum, half-facepiece, air-purifying, dual
3 cartridge respirators equipped with HEPA filters.

4
5 Following the removal of all containerized waste, the truck cargo area shall be decontaminated
6 using HEPA vacuums and wet methods to meet the no visible residue criteria. Polyethylene
7 sheeting shall be removed and discarded along with contaminated cleaning materials and
8 protective clothing, in bags or drums at the disposal site.

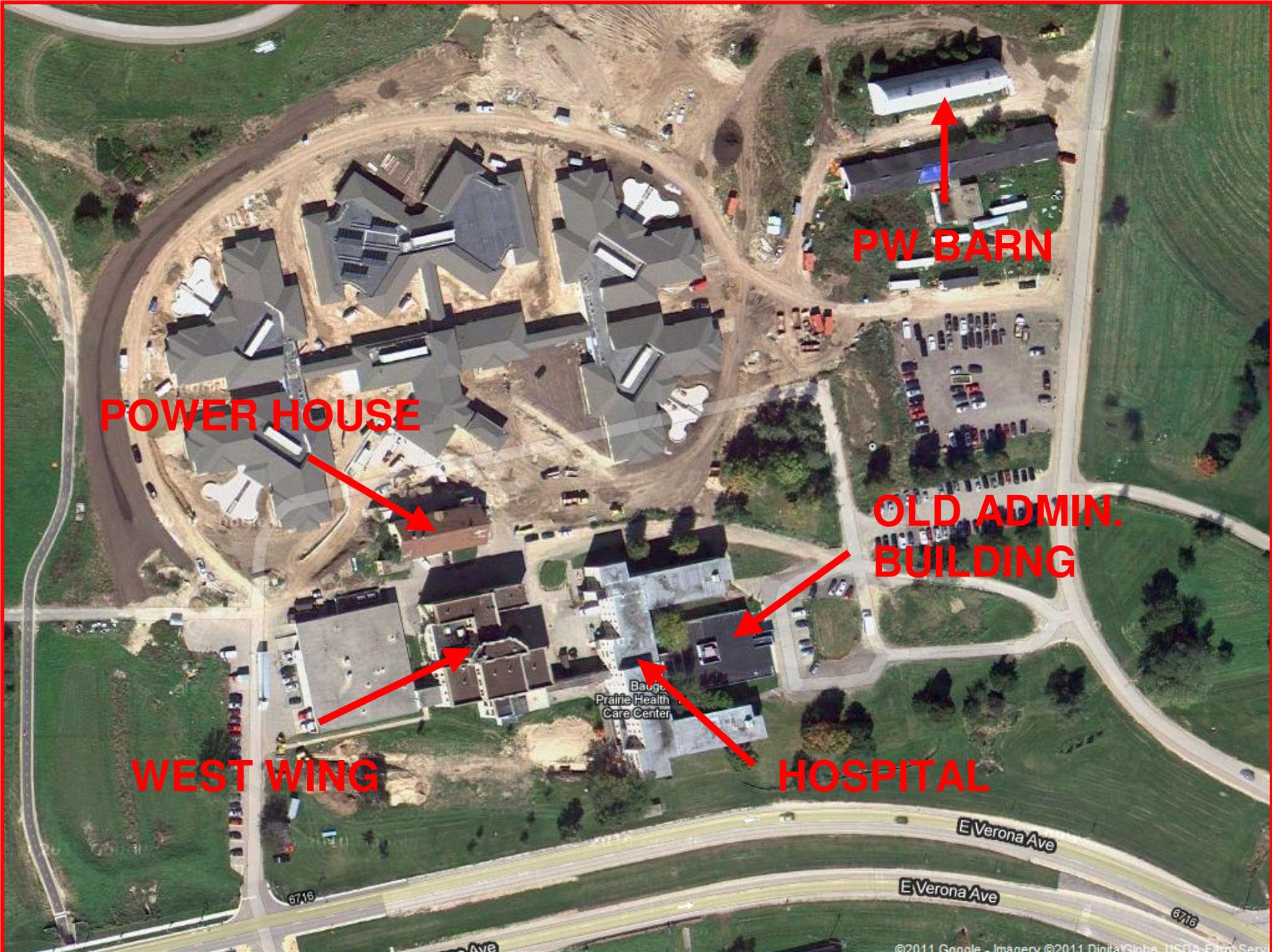
9
10 **REESTABLISHMENT OF REGULATED AREA**
11 Reestablishment of the regulated area shall only occur following the completion of cleanup procedures and
12 after clearance air monitoring has been performed and documented to the satisfaction of the Owners
13 Project Engineer.

14
15 Resecure mounted objects removed from their former positions during area preparation activities.

16
17 Resecure and relocate objects that were removed to temporary locations back to their original positions.

18
19

20 END OF SECTION
21



POWER HOUSE

PW BARN

**OLD ADMIN.
BUILDING**

WEST WING

HOSPITAL

Baugo
Prairie Health
Care Center

E Verona Ave

E Verona Ave

6716

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