

**RFB NO. 314018**



# **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. 314018 2014 RESTORATION CAPITOL SQUARE SOUTH PARKING RAMP 113 SOUTH HENRY STREET MADISON, WISCONSIN**

Due Date / Time: **THURSDAY, AUGUST 14, 2014 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

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

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FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

SCOTT CARLSON, P.E., PROJECT MANAGER  
TELEPHONE NO.: 608/266-4179  
FAX NO.: 608/267-1533  
E-MAIL: CARLSON.SCOTT@COUNTYOFDANE.COM

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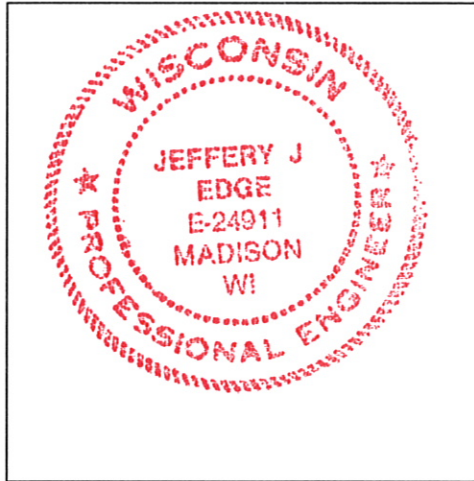
SEALS PAGE

BID NO. 314018

PROJECT: CAPITOL SQUARE SOUTH PARKING RAMP - 2014 RENOVATION  
CAPITOL SQUARE SOUTH PARKING RAMP

STRUCTURAL ENGINEER

I hereby certify that this drawing, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Wisconsin.



  
Jeffery J. Edge - Registration No. E-24911

Dated: July 24, 2014

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### **DRAWINGS**

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- D-4.1 - Details

## LEGAL NOTICE

### INVITATION TO BID

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

**2:00 P.M., THURSDAY, AUGUST 14, 2014**

#### **REQUEST FOR BIDS NO. 314018**

#### **2014 RESTORATION**

#### **CAPITOL SQUARE SOUTH PARKING RAMP**

#### **113 SOUTH HENRY STREET**

#### **MADISON, WISCONSIN**

Dane County is inviting Bids for construction services primarily consisting of cast-in-place concrete slab, beam, & columns repairs. Work to be performed on underside of south bay of 7<sup>th</sup> floor, and north bays of the 2<sup>nd</sup> and 5<sup>th</sup> floors. Additional concrete milling and repairs to be performed on topside of the southeast of the 7<sup>th</sup> floor. Additional construction services include expansion joint and trench drain repairs. Only firms with capabilities, experience & expertise with similar projects should obtain this Request for Bids document & submit Bids.

Request for Bids document may be obtained after **2:00 p.m. on July 24, 2014** by downloading it from [countyofdane.com/pwbids](http://countyofdane.com/pwbids). Please call Scott Carlson, Project Manager, at 608/266-4179, or our office at 608/266-4018, for any questions or additional information.

All Bidders must be a registered vendor with Dane County & pay an annual registration fee & must be pre-qualified as a Best Value Contractor before award of Contract. Complete Vendor Registration Form at [danepurchasing.com/registration](http://danepurchasing.com/registration) or obtain one by calling 608/266-4131. Complete Pre-qualification Application for Contractors at [countyofdane.com/pwht/BVC\\_Application.aspx](http://countyofdane.com/pwht/BVC_Application.aspx) or obtain one by calling 608/266-4029.

A pre-bid facility tour will be held August 6, 2014 at 11:00 a.m. at the Ramp starting at the service door entry on Henry St. Bidders are strongly encouraged to attend this tour.

**PUBLISH: JULY 24 & JULY 31, 2014 - WISCONSIN STATE JOURNAL**  
**JULY 24 & JULY 31, 2014 - THE DAILY REPORTER**



# DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive  
Joseph T. Parisi

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

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

### EXEMPTIONS

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

SEC.	PROOF OF RESPONSIBILITY	CHECK IF APPLICABLE
1	Does your firm possess all technical qualifications and resources, including equipment, personnel and financial resources, necessary to perform the work required for any project or obtain the same through the use of responsible, pre-qualified subcontractors?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2	Will your firm possess all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, which are necessary for the type of work to be performed including, but not limited to, those for any type of trade work or specialty work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3	Will your firm meet all bonding requirements as required by applicable law or contract specifications?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
4	Will your firm meet all insurance requirements as required by applicable law or specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
5	Will your firm maintain a substance abuse policy for employees hired for public works contracts that comply with Wis. Stats. Sec. 103.503?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
6	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?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
16	Is your firm exempt from being pre-qualified 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 pre-qualified with the County or become so ten days prior to commencing work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
18	Contractor has been in business less than one year?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
19	Is your firm a first time Contractor requesting a one time exemption, but, intend to comply on all future contracts and are taking steps typical of a "good faith" effort?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
20	Not applicable. My firm does not intend to work on Best Value Contracts. Note: Best Value Contracting is required to bid on most Public Works Contracts (if unclear, please call Jan Neitzel Knox 608-266-4029).	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:

**JAN NEITZEL KNOX**  
**EMAIL: NEITZEL-KNOX@COUNTYOFDANE.COM**  
**OFFICE: (608)266-4029, 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

# INSTRUCTIONS TO BIDDERS

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### **1. GENERAL**

- A. Before submitting Bid, bidder shall thoroughly examine all Construction Documents. Successful Bidder shall be required to provide all the Work that is shown on Drawings, set forth in Specifications, or reasonably implied as necessary to complete Contract for this project.
- B. Bidder shall visit site to become acquainted with adjacent areas, means of approach to site, conditions of actual site and facilities for delivering, storing, placing, and handling of materials and equipment.
- C. Pre-bid meeting is scheduled on August 6, 2014 at 11:00 a.m. at the Ramp. Attendance by all bidders is optional, however bidders and subcontractors are strongly encouraged to attend.
- D. Failure to visit site or failure to examine any and all Construction Documents will in no way relieve successful Bidder from necessity of furnishing any necessary materials or equipment, or performing any work, that may be required to complete the Work in accordance with Drawings and Specifications. Neglect of above requirements will not be accepted as reason for delay in the Work or additional compensation.

### **2. DRAWINGS AND SPECIFICATIONS**

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

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

### **3. INTERPRETATION**

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

### **4. QUALIFICATIONS OF BIDDER (CONTRACTOR AND SUBCONTRACTOR)**

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

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

## **5. BID GUARANTEE**

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

## **6. WITHDRAWAL OF BIDS**

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

## **7. CONTRACT FORM**

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

## **8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS**

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

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

## **9. EMERGING SMALL BUSINESS PROVISIONS**

- A. **Emerging Small Business Definition.** For purposes of this provision, ESB is defined as:
1. Independent business concern that has been in business minimum of one year;
  2. Business located in State of Wisconsin;
  3. Business comprised of less than twenty-five (25) employees;
  4. Business must not have gross sales in excess of three million dollars (\$3,000,000.00) over past three years; and
  5. Business does not have history of failing to complete projects.
- B. **Emerging Small Business (ESB) Involvement.** Bidder shall make good faith effort to award minimum of ten percent (10%) of the Work to ESBs. Bidder shall submit report to Dane County Contract Compliance Officer within ten (10) days after Bid Due Date demonstrating such efforts. Good faith efforts means significant contact with ESBs for purposes of soliciting bids from them. Failure to make or demonstrate good faith efforts will be grounds for disqualification.
- C. **Emerging Small Business Report.** Emerging Small Business Enterprise Report is to be submitted by Bidder in separate envelope marked "Emerging Small Business Report". This report is due by 2:00 p.m. following specified ten (10) hours after Bid Due Date. Bidder who fails to submit Emerging Small Business Report shall be deemed not responsive.
- D. **ESB Goal.** Goal of this project is ten percent (10%) ESB participation. ESB utilizations are shown as percentage of total Bid. If Bidder meets or exceeds specified goal, Bidder is only required to submit Form A - Certification, and Form B - Involvement. Goal shall be met if Bidder qualifies as ESB.
- E. **Report Contents.** Following award of Contract, Bidder shall submit copies of executed contracts for all Emerging Small Businesses. Emerging Small Business Report shall consist of these:
1. Form A - Certification;
  2. Form B - Involvement;
  3. Form C - Contacts;
  4. Form D - Certification Statement (if appropriate); and
  5. Supportive documentation (i.e., copies of correspondence, telephone logs, copies of advertisements).
- F. **ESB Listing.** Bidders will solicit bids from ESB listing provided by Dane County.

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

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

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

Dane County Contract Compliance Officer  
City-County Building, Room 421  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703  
608/266-5623

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

K. **Good Faith Efforts.** Good faith efforts can be demonstrated by meeting all of these obligations:

1. Selecting portions of the Work to be performed by ESBs in order to increase likelihood of meeting ESB goal including, where appropriate, breaking down Contract into smaller units to facilitate ESB participation.
2. Advertising in general circulation, trade associations and women / minority focus media concerning subcontracting opportunities.
3. Providing written notices to reasonable number of specific ESBs that their interest in Contract was being solicited in sufficient time to allow ESBs to participate effectively.
4. Following up on initial solicitations of interest by contacting ESBs within five (5) working days prior to Bid Due Date to determine with certainty whether ESB were interested, to allow ESBs to prepare bids.
5. Providing interested ESB with adequate information about Drawings, Specifications and requirements of Contract.
6. Using services of available minority, women and small business organizations and other organizations that provide assistance in recruitment of MBEs / WBEs / ESBs.
7. Negotiating in good faith with interested ESBs, not rejecting ESBs as unqualified without sound reason based on thorough investigation of their capabilities.
8. Submitting required project reports and accompanying documents to County's Contract Compliance Officer within twenty-four (24) hours after Bid Due Date.

L. **Appeals Disqualification of Bid.** Bidder who is disqualified may appeal to Public Works & Transportation Committee and Equal Opportunity Commission.

## **10. METHOD OF AWARD - RESERVATIONS**

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

## **11. SECURITY FOR PERFORMANCE AND PAYMENTS**

- A. Simultaneous with delivery of signed Contract, Bidder shall be required to furnish Performance and Payment Bonds as specified in Article 29 of General Conditions of Contract, "Contract Security". Surety Company shall be licensed to do business in Wisconsin. Performance and Payment Bonds must be dated same date or subsequent to date of Contract. Performance and Payment Bonds must emulate information in Sample Performance and Payment Bonds in Construction Documents.
- B. Provide certified copy of power of attorney from Surety Company showing that agent who signs Bond has power of attorney to sign for Surety Company. Secretary or Assistant Secretary of company must sign this certification, not attorney-in-fact. Certification must bear same or later date as Bond. Power of Attorney must emulate model power of attorney information detailed in Sample Performance and Payment Bonds.
- C. If Bidder is partnership or joint venture, State certified list, providing names of individuals constituting partnership or joint venture must be furnished. Contract itself may be signed by one partner of partnership, or one partner of each firm comprising joint venture, but Performance and Payment Bonds must be signed by all partners.
- D. If Bidder is a corporation, it is necessary that current certified copy of resolution or other official act of directors of corporation be submitted showing that person who signs Contract is authorized to sign contracts for corporation. It is also necessary that corporate seal be affixed to resolution, contract, and performance and payment bonds. If your corporation has no seal, it is required that above documents include statement or notation to effect that corporation has no seal.

## **12. TAXES**

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

### **13. SUBMISSION OF BIDS**

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

### **14. SUBCONTRACTOR LISTING**

- A. Bidders shall be required to submit list of major subcontractors for General Construction, Plumbing, HVAC, and Electrical work proposed for this project to include committed prices for each subcontractor. List shall be placed in separate sealed envelope that must be clearly identified as "Major Subcontractor List", for named project and name of Bidder submitting it. County must receive envelope no later than date by which successful Bidder is required to submit his or her signed Contract, as established in Construction Documents.

### **15. ALTERNATE BIDS**

- A. Bidder shall carefully read requests for Alternate Bids, and thoroughly examine Drawings and Specifications to determine extent various changes and conditions will affect Bid.



- B. Space is provided in Bid Form for requested Alternate Bids. Failure to submit bid for any requested Alternate Bids may result in rejection of entire Bid.
- C. Bidder shall state amount to be added / subtracted to Base Bid for providing alternates, including all incidentals, omissions, additions, and adjustments as may be necessary or required by such changes. If there is no difference in price, Bidder shall state, "No Change".
- D. Descriptions of requested Alternate Bids are as set forth in Construction Documents.

## **16. INFORMATIONAL BIDS**

- A. Not Used.

## **17. UNIT PRICES**

- A. Provide unit prices where requested on Bid Form. Unit prices will include all costs for materials, labor, insurance, taxes, overhead and profit necessary to perform specified work. Estimated quantities are approximate only. Payment will be based upon actual quantities placed, provided or installed. Failure to provide requested unit prices may result in rejection of entire Bid.
- B. Owner reserves right to accept or reject any unit prices as given in Bid.
- C. Bidder shall refer to Bid Form and applicable specification section to determine basis of unit measure and detailed information related to each unit price item requested.

## **18. COMMENCEMENT AND COMPLETION**

- A. Successful Bidder shall commence work when schedule and weather permit, but no later than stated in Bid Form. Contractor shall pursue the Work regularly and continuously at reasonable rate to insure completion of the Work within time stated in Bid.
- B. Should it be found impossible to complete the Work on or before time specified for completion, written request may be submitted for extension of time setting forth reasons believed to justify granting of such request. Refer to Article 20 of General Conditions of Contract, titled "Time for Completion".

## **19. WORK BY OWNER**

- A. Not Applicable.

## **20. SPECIAL HAZARDS COVERAGE**

- A. Not Applicable.

**FORM A**

**DANE COUNTY  
EMERGING SMALL BUSINESS REPORT - CERTIFICATION**

In accordance with General Conditions of Contract, submit this Emerging Small Business Report within ten (10) days after Bid Due Date.

PROJECT NAME: \_\_\_\_\_

\_\_\_\_\_

BID NO.: \_\_\_\_\_ BID DUE DATE: \_\_\_\_\_

**BIDDER INFORMATION**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

**FORM B**

**DANE COUNTY  
EMERGING SMALL BUSINESS REPORT - INVOLVEMENT**

Page \_\_\_ of \_\_\_  
(Copy this Form as necessary to provide complete information)

COMPANY NAME: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ BID NO.: \_\_\_\_\_

ESB NAME: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Indicate percentage of financial commitment to this ESB: \_\_\_\_\_ % Amount: \$ \_\_\_\_\_**

ESB NAME: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Indicate percentage of financial commitment to this ESB: \_\_\_\_\_ % Amount: \$ \_\_\_\_\_**

ESB NAME: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Indicate percentage of financial commitment to this ESB: \_\_\_\_\_ % Amount: \$ \_\_\_\_\_**

**FORM C**

**DANE COUNTY  
EMERGING SMALL BUSINESS REPORT - CONTACTS**

Page \_\_\_ of \_\_\_  
(Copy this Form as necessary to provide complete information)

COMPANY NAME: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ BID NO.: \_\_\_\_\_

	<u>ESB FIRM NAME CONTACTED</u>	<u>DATE</u>	<u>PERSON CONTACTED</u>	<u>DID ESB BID?</u>	<u>DID YOU ACCEPT BID?</u>	<u>REASON FOR REJECTION</u>
1)	_____	_____	_____	_____	_____	_____
2)	_____	_____	_____	_____	_____	_____
3)	_____	_____	_____	_____	_____	_____
4)	_____	_____	_____	_____	_____	_____
5)	_____	_____	_____	_____	_____	_____
6)	_____	_____	_____	_____	_____	_____
7)	_____	_____	_____	_____	_____	_____

**FORM D**

**DANE COUNTY  
EMERGING SMALL BUSINESS REPORT - CERTIFICATION STATEMENT**

I, \_\_\_\_\_, \_\_\_\_\_ of  
Name Title

\_\_\_\_\_ certify to best of my knowledge and  
Company

belief that this business meets Emerging Small Business definition as indicated in Article 9 and  
that information contained in this Emerging Small Business Report is true and correct.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

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Name of Bidding Firm: \_\_\_\_\_

**BID FORM**

**BID NO. 314018**

**PROJECT: 2014 RESTORATION  
CAPITOL SQUARE SOUTH PARKING RAMP**

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

**BID FORM TO BE ISSUED VIA ADDENDUM**

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**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 bid, application or proposal for a contract with the county of Dane.
  
- B. That BIDDER, APPLICANT or PROPOSER has (check one):

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

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

\_\_\_\_\_  
Officer or Authorized Agent Signature \_\_\_\_\_  
Date

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

\_\_\_\_\_  
Printed or Typed Business Name

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

For reference, Dane County Ordinance 25.11(28)(a) is as follows:  
(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

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

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**COUNTY OF DANE**

**PUBLIC WORKS CONSTRUCTION CONTRACT**

Contract No. \_\_\_\_\_ Bid No. 314018

Authority: 2014 RES - \_\_\_\_\_

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

**WITNESSETH:**

**WHEREAS**, COUNTY, whose address is c/o Assistant Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide 2014 Restoration at the Capitol Square South Parking Ramp including Alternate Bids X, Y & Z (if applicable) ("the Project"); and

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

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

1. CONTRACTOR agrees to construct, for the price of \$ \_\_\_\_\_ the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid Form, General 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 JSD Professional Services, Inc. (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Table of Contents, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the General Conditions of Contract, and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the General 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 Assistant Public Works Director.

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi, County Executive Date

\_\_\_\_\_  
Scott McDonell, 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:

## EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION

### PURPOSE

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

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

### CERTIFICATION

I, \_\_\_\_\_ certify that  
Printed or Typed Name and Title

\_\_\_\_\_  
Printed or Typed Name of Contractor

has complied fully with the requirements of Chapter 25.016 of the Dane County Ordinances "Equal Benefits Requirements".

Signed \_\_\_\_\_

Date \_\_\_\_\_

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

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# GENERAL CONDITIONS OF CONTRACT

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## **1. CONSTRUCTION DOCUMENTS**

- A. Construction Documents, listed in Table of Contents of this Specification volume shall form part of this Contract and provisions of Construction Documents shall be as binding upon parties as if they were fully set forth in Contract itself.
- B. These shall also be considered as part of Construction Documents: Addenda, including additions and modifications incorporated in such addenda before execution of Contract; requests for information; construction bulletins; change orders; and written interpretations by Architect / Engineer or Public Works Project Manager that are made after execution of Contract.
- C. Construction Documents are complementary, and what is required by one shall be as binding as if required by all. Intent of Construction Documents is to include all labor, materials and equipment necessary for proper execution of the Work.

## **2. DEFINITIONS**

- A. These terms as used in this Contract are respectively defined as follows:
  - 1. All uses of term “County” in Construction Documents shall mean Dane County.
  - 2. All uses of term “Department” in Construction Documents shall mean Department of Public Works, Highway & Transportation, which is a unit of Dane County government. Department is County agency overseeing Contract with Contractor.
  - 3. Public Works Project Manager is appointed by and responsible to Department. Public Works Project Manager has authority to act on behalf of Department and will sign change orders, payment requests and other administrative matters related to projects.
  - 4. Public Works Project Manager is responsible for supervision, administration and management of field operations involved in construction phase of this Work.
  - 5. Term “Work” includes all labor, equipment and materials necessary to produce project required by Construction Documents.
  - 6. Term “Substantial Completion” is date when project or specified area of project is certified by Architect / Engineer that construction is sufficiently completed, in accordance with Construction Documents, and as modified by any subsequent changes agreed to by parties, so that County may occupy project or specified area of project for use for which it was intended subject to permit approval for occupancy.
  - 7. Contractor is person, firm, or corporation with whom County makes Contract. Though multiple contracts may be involved, Construction Documents treat them throughout as if each were of singular number.

## **3. ADDITIONAL INSTRUCTIONS AND DRAWINGS**

- A. Contractor may be furnished additional instructions and detail drawings as necessary to carry out the Work included in Contract. Additional drawings and instructions thus supplied to Contractor will coordinate with Construction Documents and will be so prepared that they can be reasonably interpreted as part thereof. Contractor shall carry out the Work in accordance with additional detail drawings and instructions.



#### **4. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

- A. Unless otherwise specified, Contractor shall submit three (3) copies of all Shop Drawings 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.
- B. Contractor shall submit, on an on-going basis and as directed, Product Data such as brochures that shall contain catalog cuts and specifications of all furnished mechanical and electrical equipment. After Architect / Engineer's approval, one (1) copy shall remain in Architect / Engineer's file, one (1) kept at Department's office and one (1) kept at job site by Contractor for reference purposes.
- C. Samples shall consist of physical examples furnished by Contractor in sufficient size and quantity to illustrate materials, equipment or workmanship, and to establish standards to compare the Work.
  - 1. Submit Samples in sufficient quantity (minimum of two (2)) to permit Architect / Engineer to make all necessary tests and of adequate size showing quality, type, color range, finish, and texture. Label each Sample stating material, type, color, thickness, size, project name, and Contractor's name.
  - 2. Submit transmittal letter requesting approval, and prepay transportation charges to Architect / Engineer's office on samples forwarded.
  - 3. Materials installed shall match approved Samples.
- D. Contractor shall review Shop Drawings and place their dated stamp thereon to evidence their review and approval and shall submit with reasonable promptness and in orderly sequence to cause no delay in the Work or in work of any other contractor. At time of submission, Contractor shall inform Architect / Engineer in writing of any deviation in Shop Drawings or Samples from requirements of Construction Documents. Architect / Engineer will not consider partial lists.
- E. Architect / Engineer will review and approve or reject Shop Drawings with reasonable promptness to cause no delay. Architect / Engineer's approval shall not relieve Contractor from responsibility for errors or omissions in Shop Drawings.
- F. Contractor shall not commence any work requiring Shop Drawing, Product Data or Sample submission until Architect / Engineer has approved submission. All such work shall be in accordance with approved Shop Drawings, Product Data and Samples.
- G. Contractor shall keep on site of the Work, approved or conformed copy of Shop Drawings and shall at all time give Department access thereto.
- H. By stamping and submitting Shop Drawings, Product Data and Samples, Contractor thereby represents that he or she has or will determine and verify all field measurements, field construction criteria, materials, catalog numbers, and similar data and that he or she has checked and coordinated each Shop Drawing, Product Data and Sample with requirements of the Work and of Construction Documents. Architect / Engineer shall return without examination, Shop Drawings, Product Data and Samples not so noted.
- I. All Shop Drawings from any one Contractor should be numbered consecutively and on cover sheet shall bear name and location of project, name of Contractor, date of submittal and date of each correction or revision and associated Specification section and page number.

## **5. CUTTING AND PATCHING**

- A. Contractor shall be responsible for all cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- B. Contractor shall not damage or endanger portion of the Work or fully or partially completed construction of County or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. Contractor shall not cut or otherwise alter such construction by County or separate contractor except with written consent of County and of such separate contractor; such consent shall not be unreasonably withheld. Contractor shall not withhold unreasonably from County or separate contractor, Contractor's consent to cutting or otherwise altering the Work.

## **6. CLEANING UP**

- A. Contractor shall keep premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under Contract. Contractor shall remove from and about the Work waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials at completion of the Work. Contractor shall maintain streets and sidewalks around the Work site in clean condition. Contractor shall remove all spillage and prevent tracking of spillage arising from performance of the Work, into, out of, and within the Work site. Contractor shall establish regular maintenance program of sweeping, vacuuming and / or hosing to minimize accumulation of dirt and dust upon such areas.
- B. If Contractor fails to clean up as directed in Construction Documents, County may do so and shall charge Contractor cost thereof.
- C. Contractor shall be responsible for broken windows and glass, and at completion of the Work shall replace such damaged or broken windows and glass. After replacing damaged or broken windows and glass, Contractor shall remove all labels, wash and polish both sides of all windows and glass.
- D. In addition to general cleaning (sweeping, vacuuming and / or hosing, as is appropriate to work surface), Contractor shall perform following final cleaning for all trades at completion of the Work:
  - 1. Remove temporary protections;
  - 2. Remove marks, stains, fingerprints and other soil or dirt from painted, decorated and finished woodwork and wall surfaces;
  - 3. Remove spots, plaster, soil and paint from ceramic tile, marble and other finished materials, and wash or wipe clean;
  - 4. Clean fixtures, cabinet work and equipment, removing stains, paint, dirt and dust, and leave same in undamaged, new condition;
  - 5. Clean aluminum in accordance with recommendations of manufacturer; and
  - 6. Clean resilient floors thoroughly with well-rinsed mop containing only enough moisture to clean off any surface dirt or dust and buff dry by machine to bring surfaces to sheen.

## **7. USE OF SITE**

- A. Contractor shall provide County and Architect / Engineer access to the Work under all circumstances.

- B. Contractor shall confine operations at site to areas permitted by County, law, ordinance, permits and Construction Documents and shall not unreasonably encumber site with materials or equipment. Contractor shall assure free, convenient, unencumbered, direct and safe access to all properties adjacent to the Work for County, its employees, invitees and guests.

## **8. MATERIALS AND WORKMANSHIP**

- A. Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, necessary to complete the Work required by this Contract, within time specified, in accordance with provisions of Construction Documents.
- B. All equipment and materials incorporated in the Work covered by this Contract are to be new; use recycled and / or recovered materials to extent that such use is technically and economically feasible. Recovered materials are products recovered from solid waste in form identical to original form for use that is same as, or similar to original use. Recycled materials are products manufactured from solid waste.
- C. If requested, Contractor shall furnish satisfactory evidence as to kind and quality of construction materials proposed or used. Contractor shall furnish to Architect / Engineer, for approval, manufacturer name and model, performance capacities and other pertinent information of machinery, mechanical, electrical or other types of equipment, which Contractor plans to install.
- D. If not otherwise provided, materials and labor called for in this Contract shall be provided and performed in accordance with established practice and standards recognized by Architects, Engineers, Department, and construction industry.
- E. Reference to “Standard” specifications of any association or manufacturer, or codes of County authorities, intends most recent printed edition or catalog in effect on date that corresponds with date of Construction Documents.
- F. Whenever reference is made in Specifications that work shall be “performed”, “applied”, in accordance with “manufacturer’s directions or instructions”, Contractor to whom those instructions are directed shall furnish three (3) printed copies of such instructions to Architect / Engineer before execution of the Work.

## **9. CONTRACTOR’S TITLE TO MATERIALS**

- A. Contractor or any subcontractor shall not purchase materials or supplies for the Work subject to any chattel mortgage or under conditional sale contract or other agreement by which seller retains interest. Contractor warrants that all materials and supplies used in the Work are free from all liens, claims or encumbrances and Contractor has good title to them.

## **10. “OR EQUAL” CLAUSE**

- A. Whenever equipment or materials are identified on Drawings or in Specifications by reference to manufacturer’s or vendor’s name, trade name, catalog number, and other identifying information, it is intended to establish standards; and any equipment or material of other manufacturers and vendors which will perform adequately duties imposed by

general design will be considered equally accepted provided equipment or material so proposed is, in opinion of Architect / Engineer, of equal substance and function. Architect / Engineer and Department shall provide written approval before Contractor may purchase or install it.

- B. Equipment or materials of manufacturers, other than those named, may be used only upon following conditions:
1. That, in opinion of Architect / Engineer and Department, proposed material or equipment item is fully equal or superior (in design, materials, construction, workmanship, performance, finish, etc.) to named item. No compromise in quality level, however small, is acceptable.
  2. That, in substituting materials or equipment, Contractor assumes responsibility for any changes in system or for modifications required in adjacent or related work to accommodate such substitution despite Architect / Engineer's and Department's approval, and all costs growing out of approval of "or equal" items shall be responsibility of Contractor. No extra costs resulting from such approval shall become responsibility of Department, Architect / Engineer or any other separate Contractor.
  3. It shall be understood that use of materials or equipment other than those specified, or approved equal by Architect / Engineer and Department, shall constitute violation of Contract, and that Architect / Engineer and Department shall have right to require removal of such materials or equipment and their replacement with specified materials or equipment at Contractor's expense.
  4. Product and manufacturer named first in Specifications or on information shown on Drawings is basis of selection of manufactured items and equipment, particularly mechanical equipment. In using other than first named products or manufacturers, including those specified as additionally approved or acceptable, Contractor assumes responsibility for any changes in system and for modifications in any work required to accommodate them. Architect / Engineer's approval of such additionally acceptable products or manufacturers, either in Specifications or in Addendum, does not relieve Contractor from obligation to coordinate such optional products with other Contractors, whose work may be affected by them, and to pay all additional costs resulting from their inclusion into the Work. Contractor's liability shall include payment of Architect / Engineer's fees for any additional services made necessary by or directly connected to such product changes. No extra costs resulting from such changes shall become responsibility of Department, Architect / Engineer or any other separate Contractor.
- C. No request for approval of "or equal" materials will be entertained except from Contractor. Identify any request for substitution as substitution on Contractor's letter of transmittal and give reasons for substitution. Department may in its sole discretion allow substitutions of materials.

## **11. PATENTS AND ROYALTIES**

- A. If Contractor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood, that, without exception, contract prices shall include all royalties or costs arising from use of such design, device or materials, in any way involved in the Work.
- B. Contractor shall indemnify and save harmless County from any and all claims for infringement by reason of use of such patent or copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify County for any cost,

expense or damage which it may be obliged to pay by reason of such infringement at any time during prosecution of the Work or after completion of the Work.

## **12. SURVEYS, PERMITS, REGULATIONS AND TAXES**

- A. Department will furnish to Contractor all site, topography and property surveys necessary for execution of the Work.
- B. Contractor shall procure all permits, licenses and approvals necessary for execution of this Contract.
- C. Contractor shall give all notices and comply with all State of Wisconsin, Federal and local laws, codes, rules and regulations relating to performance of the Work, protection of adjacent property, and maintenance of passageways, guard fences or other protective facilities.
- D. Contractor shall pay all Sales, Consumer, Use and other similar taxes required by law.
- E. Contractor shall promptly notify Architect / Engineer of any variances of Drawings or Specifications with that of any State of Wisconsin, federal or local law, code, rule or regulation. Upon such notification, Architect / Engineer will require correction of variance to comply with applicable law, code, rule or regulation at no additional cost to Contractor.
- F. Work under this Contract shall comply with all applicable State of Wisconsin, Federal and local laws, codes and regulations.
- G. Contractor shall pay charges for water, sewer and other utility connections made by municipalities where required by Specifications.

## **13. CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE**

- A. Contractor shall provide and pay for all materials, labor, tools, equipment, transportation and superintendence necessary to execute, complete and deliver the Work within specified time. Contractor agrees to secure at their own expense all personnel necessary to carry out the Work. Such personnel shall not be deemed County employees nor shall they have or be deemed to have any direct contractual relationship with County.
- B. Performance of any work necessary after regular working hours, on Sundays or Legal Holidays shall be without additional expense to County. Performance of any work at site at other than normal working hours must be coordinated with Public Works Project Manager.
- C. Contractor shall furnish, erect, maintain and remove such temporary works as may be required.
- D. Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of Construction Documents.
- E. At the Work site, Contractor shall give personal superintendence to the Work or shall employ construction superintendent or foreman, experienced in character of work covered by Contract, who shall have full authority to act for Contractor. Understand that such superintendent or foreman shall be acceptable to Architect / Engineer and Department.

- F. Remove from project or take other corrective action upon notice from Architect / Engineer or Department for Contractor's employees whose work is considered by Architect / Engineer or Department to be unsatisfactory, careless, incompetent, unskilled or otherwise objectionable.
- G. Contractor and subcontractors shall be required to conform to Labor Laws of State of Wisconsin and various acts amendatory and supplementary thereto and to other laws, ordinances and legal requirements applicable to the Work.
- H. Presence and observation of the Work by Architect / Engineer or Public Works Project Manager shall not relieve Contractor of any obligations.

#### **14. WEATHER CONDITIONS**

- A. In event of temporary suspension of work, or during inclement weather, or whenever Architect / Engineer shall direct, Contractor shall, and shall cause subcontractors to protect carefully all work and materials against damage or injury from weather. If, in opinion of Architect / Engineer or Department, any work or materials that have been damaged or injured due to failure on part of Contractor or any subcontractors so to protect the Work, such materials shall be removed and replaced at expense of Contractor.

#### **15. PROTECTION OF WORK AND PROPERTY**

- A. Contractor shall at all times safely guard County's property from injury or loss in connection with this Contract. Contractor shall at all times safely guard and protect the Work, and adjacent property, from damage. Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in Contract, or by County, or County's duly authorized representative.
- B. Contractor may act diligently, without previous instructions from Architect / Engineer and / or Department, in emergency that threatens loss or injury of property, or safety of life. Contractor shall notify Architect / Engineer and / or Department immediately thereafter. Promptly submit any claim for compensation by Contractor due to such extra work to Architect / Engineer and / or Department for approval as provided for in Article 18 herein.

#### **16. INSPECTION AND TESTING OF MATERIALS**

- A. Authorized representatives and agents of County government shall have access at all times to the Work wherever it is in preparation or progress and Contractor shall provide facilities for such access and for inspection.
- B. Should it be considered necessary or advisable at any time before final acceptance of the Work to make examination of work already completed, by removing or tearing out same, Contractor shall upon request, promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any aspect, due to fault of Contractor or subcontractors thereof, Contractor shall assume all expenses of such examination and of satisfactory reconstruction. Contractor will be reimbursed for such examination and replacement in accordance with Article 18 - A.3., of these General Conditions of Contract if such work is found to meet requirements of Contract.
- C. If Specifications, Architect / Engineer's, or Public Works Project Manager's instructions require any work to be specially tested or approved, Contractor shall give Architect /

Engineer and Public Works Project Manager timely notice of its readiness for testing or inspection. Test all materials and equipment requiring testing in accordance with accepted or specified standards, as applicable. Architect / Engineer shall recommend laboratory or inspection agency and Department will select and pay for all initial laboratory inspection services. Should retesting be required, due to failure of initial testing, cost of such retesting shall be borne by Contractor.

- D. Cost of any testing performed by manufacturers or Contractor for substantiating acceptability of proposed substitution of materials and equipment, or necessary conformance testing in conjunction with manufacturing processes or factory assemblage, shall be borne by Contractor or manufacturer responsible.

## **17. REPORTS, RECORDS AND DATA**

- A. Contractor shall submit to Architect / Engineer and Public Works Project Manager such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, invoices, records and other data as either may request concerning work performed or to be performed under this Contract.

## **18. CHANGES IN THE WORK**

- A. Make no changes, except in cases of emergency, in the Work covered by approved Construction Documents without having prior written approval of Department. Charges or credits for the Work covered by approved change shall be determined by one of these methods:
  - 1. Unit bid prices previously approved.
  - 2. Agreed lump sum based on actual cost of:
    - a) Labor, including foremen, and all fringe benefits that are associated with their wages.
    - b) Materials entering permanently into the Work.
    - c) Ownership or rental cost of construction tools and equipment during time of use on extra work.
    - d) Power and consumable supplies for operation of power equipment.
    - e) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance.
    - f) Social Security and old age and unemployment contributions.
    - g) Add to cost under (2), fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of actual cost of work performed with their own labor force. Fee shall be compensation to cover cost of supervision, overhead, bond, profit and any other general expense.
    - h) On that portion of the Work under (2) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense.
    - i) Department may require correct amount of costs with supporting vouchers; Contractor shall keep and present in such form as directed.
  - 3. Cost-plus work, with not-to-exceed dollar limit, based on actual cost of:
    - a) Labor, including foremen, and all fringe benefits that are associated with their wages.
    - b) Materials entering permanently into the Work.

- c) Ownership or rental cost of construction tools and equipment during time of use on extra work. Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment.
  - d) Power and consumable supplies for operation of power equipment.
  - e) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance.
  - f) Social Security and old age and unemployment contributions.
  - g) To cost under (3), there shall be added fixed fee to be agreed upon but not to exceed fifteen percent (15%) of actual cost of work performed with their own labor force. Fee shall be compensation to cover cost of supervision, overhead, bond, profit, and any other general expense.
  - h) On that portion of the Work under (3) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense.
  - i) Contractor shall keep and present, in such form as directed, correct amount of cost together with such supporting vouchers as may be required by Department.
- B. If Contractor claims that by any instructions given by Architect / Engineer, Department, by drawings or otherwise, regarding performance of the Work or furnishing of material under Contract, involves extra cost, Contractor shall give Department written notice of cost thereof within two (2) weeks after receipt of such instructions and in any event before proceeding to execute work, unless delay in executing work would endanger life or property.
- C. No claim for extra work or cost shall be allowed unless it was done in pursuance of written Change Order from Architect / Engineer and approved by Department, as previously mentioned, and claim presented with payment request submitted after changed or extra work is completed.
- D. Negotiation of cost for change in the Work shall not be cause for Contractor to delay prosecution of the Work if Contractor has been authorized in writing by Public Works Project Manager to proceed.

## **19. EXTRAS**

- A. Without invalidating Contract, Department may order extra work or make changes by altering, adding to or deducting from the Work, contract sum being adjusted in accordance with Article 18 herein.

## **20. TIME FOR COMPLETION**

- A. Contractor agrees that the Work shall be prosecuted regularly and diligently and complete the Work as stated in Construction Documents.

## **21. CORRECTION OF WORK**

- A. All work, all materials whether incorporated in the Work or not, and all processes of manufacture shall at all times and places be subject to inspection of Architect / Engineer and Public Works Project Manager who shall be judge of quality and suitability of the Work, materials, and processes of manufacture for purposes for which they are used. Should they fail to meet Architect / Engineer's and Public Works Project Manager's approval they shall



be reconstructed, made good, replaced or corrected, by Contractor at Contractor's expense. Immediately remove all rejected material from site.

- B. If Contractor defaults or neglects to carry out the Work in accordance with Construction Documents or fails to perform any provision of Contract, Department may, after ten (10) days' written notice to Contractor and without prejudice to any other remedy County may have, make good such deficiencies. In such case, appropriate Change Order shall be issued deducting from Contractor's payments then or thereafter, cost of correcting such deficiencies, including cost of Architect / Engineer's additional services made necessary by such default, neglect or failure.

## **22. SUBSURFACE CONDITIONS FOUND DIFFERENT**

- A. If Contractor encounters subsurface or latent conditions at site materially differing from those shown on Drawings or indicated in Specifications, Contractor shall immediately give notice to Architect / Engineer and Public Works Project Manager of such conditions before they are disturbed. Architect / Engineer will thereupon promptly investigate conditions, and if Architect / Engineer finds that they materially differ from those shown on Drawings or indicated in Specifications, Architect / Engineer will at once make such changes as necessary, any increase or decrease of cost resulting from such changes to be adjusted in manner provided in above Article 18 entitled "Changes in the Work".

## **23. RIGHT OF DEPARTMENT TO TERMINATE CONTRACT**

- A. In event that any provisions of this Contract are violated by Contractor or by any subcontractors, County may serve written notice upon Contractor and Surety of its intention to terminate Contract, such notice to contain reasons for such intention to terminate Contract, and unless within ten (10) days after serving of such notice upon Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, Contract shall, upon expiration of said ten (10) days, cease and terminate.
- B. In event of any such termination, County shall immediately serve notice thereof upon Surety and Contractor, and Surety shall have right to take over and perform Contract subject to County's approval; provided, however, that if Surety does not commence performance thereof within ten (10) days from date of mailing to such Surety of notice of termination, County may take over the Work and prosecute same to completion by contract, or by force account, at expense of Contractor; Contractor and Surety shall be liable to County for any excess cost occasioned County thereby, and in such event County may take possession of and utilize in completing the Work, such materials and equipment as may be on the Work site and therefore necessary.

## **24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

- A. Contractor shall be responsible for Construction Schedule and coordination. Immediately after execution and delivery of Contract and before making first payment, Contractor shall notify all subcontractors to furnish all required information to develop Construction Schedule. Contractor and all subcontractors associated with the Work shall furnish following information from each Division of Specifications:
  - 1. List of construction activities;
  - 2. Start, finish and time required for completion of each activity;
  - 3. Sequential relationships between activities;

4. Identify all long lead-time items, key events, meetings or activities such as required submittals, fabrication and delivery, procurement of materials, installation and testing;
  5. Weekly definition of extent of work and areas of activity for each trade or Subcontract; and
  6. Other information as determined by Public Works Project Manager.
- B. In addition to above requested items, Contractor shall request delivery dates for all County-furnished equipment, materials or labor. This shall include any work handled by Department under separate contracts such as asbestos abatement, air and water balancing, etc. Indicate on Construction Schedule these associated delivery and installation dates.
- C. Progress Reporting:
1. Contractor shall update and publish Construction Schedule on monthly basis. Revisions to Schedule shall be by Contractor and made in same detail as original Schedule and accompanied by explanation of reasons for revision; and shall be subject to approval by Department.
  2. Failure of Contractor to keep Schedule in updated format shall result in County hiring firm specializing in construction schedule development and deducting those costs associated with updating process from payments due Contractor.
  3. Contractor shall submit show actual percentage of each activity completed, estimated future progress, and anticipated completion time.
- D. Responsibility for timely completion requires:
1. Contractor and subcontractors understand that performance of each is interdependent upon performance of others.
  2. Whenever it becomes apparent from current schedule, that phasing or progress completion dates will not be met, Contractor must take some or all following actions at no additional cost to County:
    - a) Increase construction labor in such quantities and crafts as will eliminate backlog of work.
    - b) Increase number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination of foregoing to eliminate backlog of work.
    - c) Reschedule work (yet remain in conformance with Drawings and Specifications).
  3. Prior to proceeding with any of above actions, Contractor shall notify Public Works Project Manager.
- E. Maintain current Construction Schedule at all times. Revise Construction Schedule in same detail as original and accompany with explanation of reasons for revision. Schedule shall be subject to approval by Architect / Engineer and Public Works Project Manager.

## **25. PAYMENTS TO CONTRACTOR**

- A. Contractor shall provide:
1. Detailed estimate giving complete breakdown of contract price by Specification Division; and
  2. Periodic itemized estimates of work done for purpose of making partial payments thereon.
- Submit these estimates for approval first to Architect / Engineer, then to Public Works Project Manager. Costs employed in making up any of these schedules are for determining basis of partial payments and not considered as fixing basis for additions to or deductions from Contract price.

- B. County will make partial payments to Contractor for value, proportionate to amount of Contract, of all labor and material incorporated in the Work during preceding calendar month upon receipt of Application and Certificate for Payment form from Architect / Engineer and approval of Department.
- C. Contractor shall submit for approval first to Architect / Engineer, and then to Public Works Project Manager all Application and Certificate for Payment forms. If requested, Application and Certificate for Payment shall be supported by such additional evidence as may be required, showing Contractor's right to payment claimed.
- D. Application and Certificate for Payment for preparatory work and materials delivered and suitably stored at site to be incorporated into the Work at some future period, will be given due consideration. Requesting payment for materials stored off site, may be rejected, however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered, conditional upon submission by Contractor of bills of sale, photographs and such other procedures as will adequately protect County's interest such as storage in bonded warehouse with adequate coverage. If there is any error in payment, Contractor is obligated to notify Department immediately, but no longer than ten (10) days from receipt of payment.
- E. Payments by County will be due within forty-five (45) days after receipt by Department of Application and Certificate for Payment.
- F. County will retain five percent (5%) of each Application and Certificate for Payment until final completion and acceptance of all the Work covered by Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at site, County will make remaining payments in full if Architect / Engineer and Public Works Project Manager find that progress of the Work corresponds with Construction Schedule. If Architect / Engineer and Public Works Project Manager find that progress of the Work does not correspond with Construction Schedule, County may retain up to ten percent (10%) of each Application and Certificate for Payment for the Work completed.
- G. All material and work covered by partial payments made shall become sole property of County, but this provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made, or restoration of any damaged work, or as waiver of right of County to require fulfillment of all of terms of Contract.
- H. County will make final payment within sixty (60) days after final completion of the Work, and will constitute acceptance thereof. Submit Equal Benefits Compliance Payment Certification with final pay request. Payment may be denied if Certification is not included.
- I. County may make payment in full, including retained percentages and less authorized deductions, upon completion and acceptance of each Division where price is stated separately in Contract.
- J. 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.

## **26. WITHHOLDING OF PAYMENTS**

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

## **27. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

- A. Making of final payment shall constitute waiver of all claims by County except those arising from:
  - 1. Unsettled lien;
  - 2. Faulty or defective work appearing after substantial completion;
  - 3. Failure of the Work to comply with requirements of Construction Documents; or
  - 4. Terms of any special guarantees required by Construction Documents.
- B. Acceptance of final payment shall constitute waiver of all claims by Contractor.

## **28. PAYMENTS BY CONTRACTOR**

- A. Contractor shall pay following not later than fifth (5<sup>th</sup>) day following each payment received from County:
  - 1. All transportation and utility services rendered;
  - 2. All materials, tools, and other expendable equipment that have been delivered at site of the Work to extent of ninety percent (90%) of cost thereof, and balance of cost thereof when said balance is paid to Contractor; and

3. Each subcontractor, respective amount allowed Contractor because of work performed by subcontractor to extent of subcontractor's interest therein.

## **29. CONTRACT SECURITY**

- A. Contractor shall furnish Performance and Payment Bonds in amount at least equal to one hundred percent (100%) of Contract price as security for faithful performance of this Contract and payment of all persons performing labor on project under this Contract and furnishing materials in connection with this Contract.
- B. Sample Performance and Payment Bonds that Contractor will be required to execute is bound into these Construction Documents. Before construction Contract is consummated, completed Performance and Payment Bonds must be approved by Department.

## **30. ASSIGNMENTS**

- A. Contractor shall not assign whole or any part of this Contract or any moneys due or to become due hereunder without written consent of Department. In case Contractor assigns all or any part of any moneys due or to become due under this Contract, instrument of assignment shall contain clause substantially to effect that it is agreed that right of assignee in and to any moneys due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for performance of the Work called for in this Contract.

## **31. MUTUAL RESPONSIBILITY OF CONTRACTORS**

- A. If, through acts of neglect on part of Contractor or any subcontractor shall suffer loss or damage on the Work, Contractor agrees to settle with such subcontractor by agreement or arbitration if such other subcontractor will so settle. If such subcontractor shall assert any claim against County on account of any damage alleged to have been sustained, Department shall notify Contractor, who shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives against any such claim.

## **32. SEPARATE CONTRACTS**

- A. Department may award other contracts for the Work and all Contractors shall fully cooperate with each other and carefully adjust their work to that provided under other contracts as may be directed by Department. No Contractor shall commit or permit any act that will interfere with performance of the Work by any other Contractor.
- B. Contractor shall coordinate the Work with those of other Contractors. Cooperation will be required in arrangement for storage of materials and in detailed execution of the Work. Contractor, including subcontractors, shall keep informed of progress and detail work of others and shall notify Architect / Engineer or Department immediately of lack of progress or defective workmanship on part of others. Failure of Contractor to keep informed of the Work progressing on site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by Contractor of status of the Work as being satisfactory for proper coordination with Contractor's own work.

### **33. SUBCONTRACTS**

- A. Contractor may use services of specialty subcontractors on those parts of the Work that, under normal contracting practices, are performed by specialty subcontractors.
- B. Contractor shall not award any work to any subcontractor without prior approval of Department. Qualifications of subcontractors shall be same as qualifications of Contractor. Request for subcontractor approval shall be submitted to Department fifteen (15) days before start of subcontractor's work. If subcontractors are changed or added, Contractor shall notify Department in writing.
- C. Contractor shall be as fully responsible to County for acts and omissions of subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for acts and omissions of persons directly employed by Contractor.
- D. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to Contractor by terms of General Conditions of Contract and other Construction Documents insofar as applicable to work of subcontractors and to give Contractor same power as regards terminating any subcontract that Department may exercise over Contractor under any provision of Construction Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and County.
- F. Contractor shall insert in all subcontracts, Articles 26, 33, 43 and 45, respectively entitled: "Withholding of Payments", "Subcontracts", "Affirmative Action Provision and Minority / Women / Disadvantaged Business Enterprises", and "Minimum Wages", and shall further require all subcontractors to incorporate physically these same Articles in all subcontracts.

### **34. PUBLIC WORKS PROJECT MANAGER'S AUTHORITY**

- A. Public Works Project Manager shall:
  - 1. Administer and ensure compliance with Construction Documents;
  - 2. Provide responsible on-site observations of construction and have authority to request work and to stop work whenever necessary to insure proper enforcement of Construction Documents;
  - 3. Convene and chair project meetings and foreman's coordination meetings when necessary to coordinate resolution of conflicts between Contractors, Architects, Engineers, Consultants, and Department; and
  - 4. Check and inspect material, equipment and installation procedures of all trades for proper workmanship and for compliance with Drawings, Specifications and Shop Drawings, permit no material on project site that is not satisfactory and reject work not in compliance with Construction Documents.

### **35. ARCHITECT / ENGINEER'S AUTHORITY**

- A. Architect / Engineer is retained by, and is responsible to Department acting for County.
- B. Architect / Engineer shall determine amount, quality, acceptability, and fitness of several kinds of work and materials that are provided under this Contract and shall decide all questions that may arise in relation to said work and construction thereof.

- C. Architect / Engineer shall decide meaning and intent of any portion of Specifications and of any Drawings where they may be found obscure or be in dispute.
- D. Architect / Engineer shall provide responsible observation of construction. Architect / Engineer has authority to stop the Work whenever such stoppage may be necessary to insure proper execution of Construction Documents.
- E. Architect / Engineer shall be interpreter of conditions of Construction Documents and judge of its performance.
- F. Within reasonable time, Architect / Engineer shall make decisions on all matters relating to progress of the Work or interpretation of Construction Documents.
- G. Architect / Engineer's decisions are subject to review by Public Works Project Manager.

### **36. STATED ALLOWANCES**

- A. Stated allowances enumerated in Instructions to Bidders shall cover net cost of materials or equipment, and all applicable taxes. Contractor's cost of delivery and unloading at site, handling costs on site, labor, installation costs, overhead, profit and any other incidental costs shall be included in Contractor's bid, but not as part of cash allowance.
- B. Department will solicit at least two (2) bids on materials or equipment for which allowance is stated and select on basis of lowest qualified responsible bid. Contractor will then be instructed to purchase "Allowed Materials". If actual price for purchasing "Allowed Materials", including taxes, is more or less than "Cash Allowance", Contract price shall be adjusted accordingly. Adjustment in Contract price shall not contain any cost items excluded from cash allowance.

### **37. ESTIMATES OF QUANTITIES**

- A. Whenever estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of Construction Documents, they are given for use in comparing bids and right is especially reserved to increase or diminish them as they may be deemed reasonably necessary or desirable by Department to complete the Work included in this Contract, and cost for such increase or diminution shall be adjusted in manner provided for in General Conditions of Contract Article 18 entitled "Changes in the Work".

### **38. LANDS AND RIGHTS-OF-WAY**

- A. Prior to start of construction, County shall furnish all land and rights-of-way necessary for carrying out and completion of the Work to be performed under this Contract.

### **39. GENERAL GUARANTEE**

- A. Neither final certificate of payment nor any provision in Construction Documents nor partial or entire occupancy of premises by County shall constitute acceptance of work not done in accordance with Construction Documents or relieve Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

1. In no event shall making of any payment required by Contract constitute or be construed as waiver by County of any breach of covenants of Contract or waiver of any default of Contractor and making of any such payment by County while any such default or breach shall exist shall in no way impair or prejudice right of County with respect to recovery of damages or other remedy as result of such breach or default.
- B. Contractor shall remedy and make good all defective workmanship and materials and pay for any damage to other work resulting there from, which appear within period of one (1) year from date of substantial completion, providing such defects are not clearly due to abuse or misuse by County. Department will give notice of observed defects with reasonable promptness.
- C. Guarantee on work executed after certified date of substantial completion will begin on date when such work is inspected and approved by Architect / Engineer and Public Works Project Manager.
- D. Where guarantees or warranties are required in sections of Specifications for periods in excess of one (1) year, such longer terms shall apply; however, Contractor's Performance and Payment Bonds shall not apply to any guarantee or warranty period in excess of one (1) year.

#### **40. CONFLICTING CONDITIONS**

- A. Any provision in any of Construction Documents which may be in conflict or inconsistent with any Articles in these General Conditions of Contract or Supplementary Conditions shall be void to extent of such conflict or inconsistency.
- B. In case of ambiguity or conflict between Drawings and Specifications, Specifications shall govern.
- C. Printed dimensions shall be followed in preference to measurements by scale. Large-scale drawings take precedence over small-scale drawings. Dimensions on Drawings and details are subject to field measurements of adjacent work.

#### **41. NOTICE AND SERVICE THEREOF**

- A. Any notice to Contractor from Department relative to any part of this Contract shall be in writing and considered delivered and service thereof completed, when said notice is posted, by certified or registered mail, to Contractor at Contractor's last given address, or delivered in person to said Contractor, or Contractor's authorized representative on the Work.

#### **42. PROTECTION OF LIVES AND HEALTH**

- A. In order to protect lives and health of Contractor's employees under Contract, Contractor shall comply with all pertinent provisions of Wisconsin Administrative Code, Rules of Department of Commerce, relating to Safety and Health.
- B. Contractor alone shall be responsible for safety, efficiency and adequacy of Contractor's tools, equipment and methods, and for any damage that may result from their failure or their improper construction, maintenance or operation.



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

##### **A. Affirmative Action Provisions.**

1. During term of their Contract, Contractor agrees not to discriminate on basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee, or applicant for employment. Such equal opportunity shall include but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, these affirmative action standards so as to be visible to all employees, service recipients and applicants for this paragraph. Listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to extent allowable in state or federal law.
2. Contractor is subject to this Article 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 and Affirmative Action Plan with Dane County Contract Compliance Officer in accord with Chapter 19 of Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of effective date of this Contract and failure to do so by said date shall constitute ground for immediate termination of Contract by County. Contractor shall also, during term of this Contract, provide copies of all announcements of employment opportunities to County's Contract Compliance Office, and shall report annually number of persons, by race, sex and handicap status, who apply for employment, and, similarly classified, number hired and number rejected.
3. Contact 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.
4. In all solicitations for employment placed on Contractor's behalf during term of this Contract, Contractor shall include statement to affect Contractor is "Equal Opportunity Employer". Contractor agrees to furnish all information and reports required by County's Contract Compliance Officer as same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and provision of this Contract.

##### **B. Minority / Women / Disadvantaged / Emerging Small Business Enterprises.**

1. Chapter 19.508 of Dane County Code of Ordinances is official policy of Dane County regarding utilization of, to fullest extent of, Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs) Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs).
2. Contractor may utilize MBEs / WBEs / DBEs / ESBEs as subcontractors or suppliers. List of subcontractors will be required of low bidder as stated in this Contract. List shall indicate which are MBEs / WBEs / DBEs / ESBEs and percentage of subcontract awarded, shown as percentage of total dollar amount of bid.

#### **44. 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."

#### **45. 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.

#### **46. USE AND OCCUPANCY PRIOR TO ACCEPTANCE**

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

#### **47. MINIMUM WAGES**

- A. Contractor shall post, at appropriate conspicuous point on site of project, schedule showing all determined minimum wage rates for various classes of laborers and mechanics to be engaged in the Work under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by laborers and mechanics so engaged.
- B. Supplementary Conditions section in Construction Documents lists wage determinations required by State Law.
- C. If, after award of Contract, it becomes necessary to employ any person in trade or occupation not classified in wage determinations, such person shall be paid at not less than such rate as

shall be determined by Wisconsin Department of Workforce Development. Such approved minimum rate shall be retroactive to time of initial employment of such person in such trade or occupation. Contractor shall notify Department of Contractor's intention to employ persons in trades or occupations not so classified in sufficient time for Department to obtain approved rates for such trades or occupations.

- D. Specified wage rates are minimum rates only, and Department will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of applicable rate contained in this Contract. Contractor shall adjust any disputes in regard to payment of wages in excess of those specified in this Contract.
- E. Submit required affidavit(s) to Department of Public Works, Highway & Transportation, as requested and with final application for payment for work under said contract. Affidavit(s) shall clearly indicate name, trade or occupation, and paid wages of every laborer, worker or mechanic employed by Contractor and all subcontractors during billing period including accurate record of number of hours worked by each employee and actual wages paid as stipulated in Wisconsin Statute 66.0903. 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.

#### **48. CLAIMS**

- A. No claim may be made until Department's Assistant Public Works Director has reviewed Architect / Engineer's decision as provided for in Article 35 of General Conditions of Contract. If any claim remains unresolved after such review by Department's Assistant Public Works Director the claim may be filed under Wisconsin Statute 893.80. Work shall progress during period of any dispute or claim. Unless specifically agreed between parties, venue will be in Dane County, Wisconsin.

#### **49. ANTITRUST AGREEMENT**

- A. Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by County. Therefore, Contractor hereby assigns to County any and all claims for such overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from antitrust violations commencing after price is established under this Contract and any change order thereto.

#### **50. INSURANCE**

- A. Contractor Carried Insurance:
  - 1. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this Article and has provided evidence of such insurance to Risk Manager, 425 City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703. Contractor shall not allow any subcontractor to commence work until insurance required of subcontractor has been so obtained and approved. Company providing insurance must be licensed to do business in Wisconsin.

2. Worker's Compensation Insurance:
  - a) Contractor shall procure and shall maintain during life of this Contract, Worker's Compensation Insurance as required by statute for all of Contractor's employees engaged in work at site of project under this Contract and, in case of any such work sublet, Contractor shall require subcontractor similarly to provide Worker's Compensation Insurance for all of latter's employees to be engaged in such work unless such employees are covered by protection afforded by Contractor's Worker's Compensation Insurance.
  - b) If any claim of employees engaged in hazardous work on project under this Contract is not protected under Worker's Compensation Statute, Contractor shall provide and shall cause each subcontractor to provide adequate Employer's Liability Insurance for protection of such of Contractor's employees as are not otherwise protected.
3. Contractor's Public Liability and Property Damage Insurance:
  - a) Contractor shall procure and maintain during life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in amount not less than \$1,000,000 bodily injury, including accidental death, to any one person, and subject to same limit for each person, in amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in amount not less than \$1,000,000 or combined single limit of at least \$1,000,000 with excess coverage over and above general liability in amount not less than \$5,000,000. Contractor shall add "Dane County" as additional insured for each project.
  - b) Contractor's Public Liability and Property Damage Insurance shall include Products, Completed Operation, and Contractual Liability under Insurance Contract. "Contractor shall in all instances save, defend, indemnify and hold harmless County and Architect / Engineer against all claims, demands, liabilities, damages or any other costs which may accrue in prosecution of the Work and that Contractor will save, defend, indemnify and hold harmless County and Architect / Engineer from all damages caused by or as result of Contractor's operations" and each shall be listed as additional insured on Contractor's and sub-contractors' insurance policies.
  - c) Obligations of Contractor under Article 48.A.2)b) shall not extend to liability of Architect / Engineer, agents or employees thereof, arising out of:
    - 1) Preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
    - 2) giving of or failure to give directions or instructions by Architect / Engineer, agents or employees thereof provided such giving or failure to give is primary cause of injury or damage.
  - d) Contractor shall procure and shall maintain during life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000 each accident single limit, bodily injury and property damage combined with excess coverage over and above general liability in amount not less than \$5,000,000.
  - e) Contractor shall either:
    - 1) Require each subcontractor 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 activities of subcontractors in Contractor's own policy.
4. Scope of Insurance and Special Hazards: Insurance required under Article 48.A.2 hereof shall provide adequate protection for Contractor and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by insured or by anyone directly or indirectly employed by insured and also

against any of special hazards which may be encountered in performance of this Contract as enumerated in Supplementary Conditions.

5. Proof of Carriage of Insurance: Contractor shall furnish Risk Manager with certificates showing type, amount, class of operations covered, effective dates, dates of expiration of policies and "Dane County" listed as additional insured. Such certificates shall also contain (substantially) following statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by Risk Manager."

**B. Builder's Risk:**

1. 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.

**C. Indemnification / Hold Harmless:**

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


**51. WISCONSIN LAW CONTROLLING**

- A. It is expressly understood and agreed to by parties hereto that in event of any disagreement or controversy between parties, Wisconsin law shall be controlling.

## SUPPLEMENTARY CONDITIONS

### 1. APPLICATION & CERTIFICATE FOR PAYMENT

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


**AIA Document G702™ – 1992**

**Application and Certificate for Payment**

<b>TO OWNER:</b>	<b>PROJECT:</b>	<b>APPLICATION NO.:</b>	<b>Distribution to:</b>
		<b>PERIOD TO:</b>	OWNER <input type="checkbox"/>
		<b>CONTRACT FOR:</b>	ARCHITECT <input type="checkbox"/>
<b>FROM CONTRACTOR:</b>	<b>VIA ARCHITECT:</b>	<b>CONTRACT DATE:</b>	CONTRACTOR <input type="checkbox"/>
		<b>PROJECT NOS.:</b>	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 CERTIFICATE FOR PAYMENT (Line 6 from prior Certificate) \$ \_\_\_\_\_

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

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 8 into 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.

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	\$	\$
<b>TOTALS</b>	<b>\$</b>	<b>\$</b>
<b>NET CHANGES by Change Order</b>	<b>\$</b>	<b>\$</b>

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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 retainage 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 (SEE-EN (D-OR E))	G TOTAL COMPLETED AND STORED TO DATE (D+A-F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (BY VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.  
AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1976, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce 100 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](mailto:copyright@aia.org).

**2. PREVAILING WAGE RATE DETERMINATION**

- A. These supplements shall modify, delete, and / or add to General Conditions of Contract. Where any article, paragraph, or subparagraph in General 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 General 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. General Conditions of Contract Article 47, “Minimum Wages”, paragraph B. Following Prevailing Wage Rate Determination No. 201402089 is added to General 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. Disclosure of Ownership (ERD-7777)
  - 2. Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-5724)
  - 3. List of Agents and Subcontractors (Page 2 - ERD-5724)
  - 4. Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-10584)
  - 5. List of Agents and Subcontractors (Page 2 - ERD-10584)
  - 6. Request To Employ Subjourneyperson (ERD-10880)

- C. At a minimum, these wage rates must be displayed in a place where all workers can access them, but not inside the job trailer. If this isn't easily done based on job conditions, the State requires they be displayed at a library or other public building.



State of Wisconsin Department of Workforce Development Equal Rights Division	<b>DEPARTMENTAL ORDER</b>
<b>ISSUE DATE:</b> 7/21/2014	
<b>PROJECT:</b>	
CAPITOL SQUARE SOUTH RAMP-2014 RESTORATION MADISON CITY, DANE COUNTY, WI Determination No. 201402089 [Owner Project No. 314018]	
<b>PROJECT OWNER:</b>	<b>REQUESTER:</b>
SCOTT CARLSON, PROJECT ENGINEER DANE COUNTY PUBLIC WORKS 1919 ALLIANT ENERGY CENTER WAY MADISON, WI 53713	SCOTT CARLSON, PROJECT ENGINEER DANE COUNTY PUBLIC WORKS 1919 ALLIANT ENERGY CENTER WAY MADISON, WI 53713
<b>ADDITIONAL CONTACT:</b>	<b>NOTE:</b> The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.
<p>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.</p> <p>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), Stats., or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.</p> <p>Enclosures</p>	
<p>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 <b>FINAL ORDER</b> of the department unless a timely request for an administrative review is filed with the department.</p> <p>ISSUED BY:</p> <p style="text-align: center;">         Equal Rights Division          Labor Standards Bureau          Construction Wage Standards Section          P.O. Box 8928, Madison, WI 53708-8928          (608)266-6861       </p> <p style="text-align: center;">         Web Site: <a href="http://dwd.wisconsin.gov/er/">http://dwd.wisconsin.gov/er/</a> </p>	

**PREVAILING WAGE RATE DETERMINATION**

Issued by the State of Wisconsin  
Department of Workforce Development  
Pursuant to s. 66.0903, Wis. Stats.  
Issued On: 7/21/2014

**DETERMINATION NUMBER:** 201402089

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded or Negotiated On Or Before 1/17/2015. If NOT, You MUST Reapply.

**PROJECT NAME:** CAPITOL SQUARE SOUTH RAMP-2014 RESTORATION  
PROJECT NO: 314018

**PROJECT LOCATION:** MADISON CITY, DANE COUNTY, WI

**CONTRACTING AGENCY:** DANE COUNTY PUBLIC WORKS

<b>CLASSIFICATION:</b>	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: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm">dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm</a> .
<b>OVERTIME:</b>	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none"><li>- over 10 hours per day on prevailing wage projects</li><li>- over 40 hours per calendar week</li><li>- Saturday and Sunday</li><li>- 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;</li><li>- The day before if January 1, July 4 or December 25 falls on a Saturday;</li><li>- The day following if January 1, July 4 or December 25 falls on a Sunday.</li></ul> Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.  A DOT Premium (discussed below) may supersede this time and one-half requirement.
<b>FUTURE INCREASE:</b>	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.
<b>PREMIUM PAY:</b>	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.
<b>DOT PREMIUM:</b>	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
<b>APPRENTICES:</b>	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.
<b>SUBJOURNEY:</b>	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.

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.

<b>BUILDING OR HEAVY CONSTRUCTION</b>
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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.

<b>SKILLED TRADES</b>
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<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	30.48	15.90	46.38
102	Boilermaker Future Increase(s): Add \$1.50/hr on 1/01/2015; Add \$1.50/hr. on 01/01/2016	32.05	28.04	60.09
103	Bricklayer, Blocklayer or Stonemason Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.01	17.35	49.36
104	Cabinet Installer	30.48	15.90	46.38
105	Carpenter	30.48	15.90	46.38
106	Carpet Layer or Soft Floor Coverer	30.48	15.90	46.38
107	Cement Finisher	31.58	16.13	47.71
108	Drywall Taper or Finisher	24.80	16.60	41.40
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	34.07	19.25	53.32
110	Elevator Constructor	42.86	23.84	66.70
111	Fence Erector	24.72	0.00	24.72
112	Fire Sprinkler Fitter	36.07	18.73	54.80
113	Glazier	38.03	13.42	51.45
114	Heat or Frost Insulator	33.68	24.31	57.99
115	Insulator (Batt or Blown)	15.00	9.50	24.50
116	Ironworker	31.25	19.46	50.71
117	Lather	30.48	15.90	46.38

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
118	Line Constructor (Electrical)	38.25	17.31	55.56
119	Marble Finisher	26.89	19.18	46.07
120	Marble Mason	32.01	17.35	49.36
121	Metal Building Erector	22.00	10.00	32.00
122	Millwright	32.11	15.95	48.06
123	Overhead Door Installer	20.95	4.94	25.89
124	Painter	24.50	16.60	41.10
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.98	15.90	46.88
127	Pipeline Fuser or Welder (Gas or Utility)	30.79	19.74	50.53
129	Plasterer	31.03	17.71	48.74
130	Plumber Future Increase(s): Add \$1/hr on 6/1/2014.	36.42	16.87	53.29
132	Refrigeration Mechanic	41.60	16.71	58.31
133	Roofer or Waterproofer	29.40	6.25	35.65
134	Sheet Metal Worker	34.45	22.57	57.02
135	Steamfitter Future Increase(s): Add \$1.70/hr on 6/1/2014.	42.95	17.81	60.76
137	Teledata Technician or Installer Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.25	12.24	34.49
138	Temperature Control Installer	32.94	18.80	51.74
139	Terrazzo Finisher	26.89	19.18	46.07
140	Terrazzo Mechanic	30.20	18.42	48.62
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter	29.81	17.18	46.99
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	25.92	18.04	43.96

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

**TRUCK DRIVERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	32.39	18.46	50.85
203	Three or More Axle	18.00	22.88	40.88
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	18.00	22.88	40.88
207	Truck Mechanic	18.00	22.88	40.88

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.21	14.63	38.84
302	Asbestos Abatement Worker	24.36	14.44	38.80
303	Landscaper	21.01	9.37	30.38
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	21.01	13.63	34.64
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	18.33	13.65	31.98
314	Railroad Track Laborer	23.46	3.30	26.76
315	Final Construction Clean-Up Worker	16.00	0.00	16.00

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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).	33.42	18.96	52.38
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).	32.89	18.96	51.85
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.	30.82	18.96	49.78
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
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).	41.65	21.71	63.36
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.	37.10	21.57	58.67

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.	34.50	20.04	54.54
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**HEAVY EQUIPMENT OPERATORS  
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		
		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
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 for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50/hr at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.62	18.96	54.58
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).	36.35	6.95	43.30
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).	33.42	18.96	52.38
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).	32.89	18.96	51.85



<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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; 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.	30.82	18.96	49.78
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; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	24.19	17.89	42.08
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	36.34	21.14	57.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015.	32.32	18.55	50.87
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 02/01/2014.	27.89	17.20	45.09

<b>SEWER, WATER OR TUNNEL CONSTRUCTION</b>
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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).

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**SKILLED TRADES**

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<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.10	18.40	53.50
105	Carpenter Future Increase(s): Add \$1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.68	19.81	53.49
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	33.51	16.13	49.64
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.82	22.61	55.43
111	Fence Erector	24.72	0.00	24.72
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	17.31	55.56
125	Pavement Marking Operator	16.00	7.35	23.35
126	Piledriver	30.98	15.90	46.88
130	Plumber	33.75	14.07	47.82
135	Steamfitter	42.45	16.71	59.16
137	Teledata Technician or Installer	21.89	11.85	33.74

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	38.80	20.17	58.97
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

### TRUCK DRIVERS

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	30.00	15.00	45.00
203	Three or More Axle	16.00	7.35	23.35
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	16.00	7.35	23.35
207	Truck Mechanic	16.00	7.35	23.35

### LABORERS

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer 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.	25.60	14.62	40.22
303	Landscaper	25.28	11.46	36.74
304	Flagperson or Traffic Control Person	24.70	10.72	35.42
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
314	Railroad Track Laborer	23.46	3.30	26.76

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
521	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. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes	34.62	18.96	53.58
522	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).	33.42	18.96	52.38
523	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).	32.89	18.96	51.85

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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. Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	35.11	19.45	54.56
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.	30.19	20.94	51.13
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	24.19	17.89	42.08
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
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.	38.80	20.17	58.97
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.	34.50	20.04	54.54
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.	34.50	20.04	54.54

<b>LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION</b>
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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).

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**SKILLED TRADES**

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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	32.01	17.35	49.36
105	Carpenter	32.93	19.93	52.86
107	Cement Finisher	31.48	15.68	47.16
109	Electrician	31.27	22.81	54.08
111	Fence Erector	24.72	0.00	24.72
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	17.31	55.56
124	Painter	24.50	16.60	41.10
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.98	15.90	46.88
133	Rofer or Waterproofer	29.40	6.25	35.65
137	Teledata Technician or Installer	21.89	11.85	33.74
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	38.80	20.17	58.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

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**TRUCK DRIVERS**

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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	30.00	15.00	45.00

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
203	Three or More Axle	17.00	0.00	17.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	17.00	0.00	17.00
206	Shadow or Pilot Vehicle	30.00	15.00	45.00
207	Truck Mechanic	17.00	0.00	17.00

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer	28.07	13.25	41.32
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) 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).	29.04	14.63	43.67
304	Flagperson or Traffic Control Person	24.70	10.72	35.42
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
314	Railroad Track Laborer	23.46	3.30	26.76

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	36.72	20.40	57.12
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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	36.22	20.40	56.62



<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
543	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/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. &amp; 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 &amp; Gutter Machine; Concrete Spreader &amp; 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 &amp; A-Frames.</p> <p>Future Increase(s):            Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015);            Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s):            DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.50/hr night work premium.            See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a>.</p>	35.72	20.40	56.12
544	<p>Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver &amp; 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.</p>	33.96	19.79	53.75
545	<p>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor &amp; Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&amp;/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>	30.32	18.46	48.78
546	Fiber Optic Cable Equipment.	26.69	16.65	43.34

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
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.	38.80	20.17	58.97
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.	34.50	20.04	54.54
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.	34.50	20.04	54.54

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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.	35.12	18.46	53.58
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. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	36.22	20.40	56.62

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
553	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.	32.89	18.96	51.85
554	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.	33.67	19.48	53.15
555	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. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	35.17	20.40	55.57
556	Fiber Optic Cable Equipment.	26.69	16.65	43.34

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

The documents following the Prevailing Wage Rate Determination consist of seventeen pages (including this one) 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
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
16056	Post the White Sheet	Contracting agency	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	2
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	2
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
	Additional General Prevailing Wage Law Information	General information for public entity or any other interested party	3

02/19/2014

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## PREVAILING WAGE – Public Entity Project Owners

Any public works project that has a total estimated project cost that equals or exceeds single-trade or multiple-trade project thresholds 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 most of these exclusions. The prevailing wage law that applies to local governmental units is §66.0903, 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.

### Thresholds

- A “single-trade project of public works” means a project in which a single trade accounts for 85% or more of the total labor cost of the project. The single trade threshold is \$48,000.
- A “multiple-trade project of public works” means a project in which no single trade accounts for 85% or more of the total labor cost of the project.
- (a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).
  - (b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for •a city or village with a population less than 2500 or •a town.

A local governmental unit or state agency that has a public works project that equals or exceeds the prevailing wage thresholds 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](http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm)  
To avoid waiting for a project determination use the on-line application system that permits the user to generate a determination immediately and save all documents in PDF form to the user’s computer. Use this project determination on line application at the following address:

- 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.”
- Notify contractors that they are required to have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the prevailing wage project.
- 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 exceeds the prevailing wage thresholds, 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 (except for some residential subdivisions).

For more information, visit the prevailing wage website: [http://dwd.wisconsin.gov/er/prevaling\\_wage\\_rate/default.htm](http://dwd.wisconsin.gov/er/prevaling_wage_rate/default.htm). For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

## **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.



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

February 19, 2014

This list has been prepared in accordance with the provisions of §§66.0903(12) and 103.49(7), Wis. 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, local governmental unit or owner or developer 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>
Abel, Mike	See, Abel Electric, Inc					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/15	1	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, WI 54603	3/1/14	2/28/17	1 and 2	2011	None
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violations</u>	<u>Limitations/ Deviations</u>
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008- 2010	None
Galstad, Michael E (aka Michael Earl Galstad)	See, Cargill Heating and Air Conditioning Company, Inc					
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/12	5/31/15	1, 2 and 4	2007 & 2008	None
Jinkins, Richard	See, Castlerock Commercial Construction, Inc					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006- 2008	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008	None
Thull, Gerald T	See, JT Roofing, Inc					

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

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## PREVAILING WAGE – Contractors

Any public works project that has a total estimated project cost that equals or exceeds prevailing wage project thresholds 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 most of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors are §§66.0903 and 103.503, Wis. Stats. The prevailing wage laws that apply to state agencies and their contractors are §§103.49 and 103.503, 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.

Any contractor or subcontractor working on a local governmental unit or state agency's public works project that equals or exceeds current prevailing wage project thresholds must do all of the following:

- 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."
- Have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the project.

- Notify 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.
- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.
- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

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

## 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; or
    - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

### Other Construction Business

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

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

## Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(c), 66.0904(7)(c) and 103.49(4r)(c) 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].

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

State Of )	Project Name	
	DWD Determination Number	Project Number (if applicable)
)SS	Date Determination Issued	Date of Contract
County Of )	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), 66.0904(7)(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 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, Business, State Agency or Local Governmental Unit				
Street Address	City	State	Zip Code	Telephone Number
Print Name of Authorized Officer			Date Signed	
Signature of Authorized Officer				

## List of Agents and Subcontractors

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

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

## 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 (     )		
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**

# 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	State	Zip Code
Telephone Number ( )	Requester Title		
Email address (if you prefer to receive your response via email)	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) 267-4592 / **DO NOT e-mail your request.**  
 Call (608) 266-6861 for assistance in completing this form.

## ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION

(This document updated February 2014)

For prevailing wage laws and frequently asked questions, refer to the prevailing wage website at:  
[http://dwd.wisconsin.gov/er/prevailing\\_wage\\_rate/default.htm](http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm)

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability	All public entities	Prevailing wage rates do not apply to minor service or maintenance work, warranty work, or work under a supply and installation contract.
Non-applicability: Minor service or maintenance work	Local governmental units & Contractors	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> <li>• minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years or that is performed for a TOWN and is not funded under §86.31, regardless of projected life span;</li> <li>• the depositing of gravel on an existing gravel road applied solely to maintain the road;</li> <li>• road shoulder maintenance;</li> <li>• cleaning of drainage or sewer ditches or structures; or</li> <li>• any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.</li> </ul>
Non-applicability: Minor service or maintenance work	State agencies	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> <li>• minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years;</li> <li>• cleaning of drainage or sewer ditches or structures; or</li> <li>• any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.</li> </ul>
Non-applicability: Supply & installation contract	All public entities	Supply and installation contract means a contract under which the material is installed by means of simple fasteners or connectors such as screws or nuts and bolts and no other work is performed on the site of the project of public works, and the total labor cost to install the material does not exceed 20 percent of the total cost of the contract.
Non-applicability: Work which a contractor or individual donates to a public entity	All public entities	Prevailing wage laws §§66.0903 & 103.49, Stats., do not apply to work performed on a project of public works for which the local governmental unit or the state or the state agency contracting for the project is not required to compensate any contractor, subcontractor, contractor's or subcontractor's agent, or individual for performing the work.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability: Residential	All public entities	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
Non-applicability: Residential subdivision infrastructure	All public entities	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
Electronic certified payroll record	Contractors	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website was discontinued effective July 1, 2011. Contractors are still required to maintain payroll records and provide them upon request from DWD &/or the project owner.
Payroll record inspection request by any person	Contractors & Complainants	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
Statewide uniformity	Local governmental units	A local governmental unit may not enact & administer a prevailing wage ordinance/provision for public works or publicly funded private construction projects. Any extant laws to that effect are void.
Substance Abuse Testing	Contractors & Workers	Before commencing work on a prevailing wage project, a contractor must have a written substance abuse testing program in place that complies with §103.503, Wis. Stats. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug or under the influence of alcohol while performing work on a prevailing wage project.

Topic	Who's affected	Brief description of requirement under §66.0903 or §103.49
Covered employees	Truck drivers & Other workers & Contractors	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <ol style="list-style-type: none"> <li>1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle.</li> <li>2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.</li> </ol>

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SECTION 01 00 00  
BASIC REQUIREMENTS

**SECTION TO BE ISSUED VIA ADDENDUM**

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SECTION 01 15 10

UNIT PRICES

PART 1 GENERAL

1.1 PAYMENT

- A. Work is to be paid for on a Unit Price basis and bid on estimated quantities. These work items are to be installed and completed per specifications and as shown on the drawings.

1.2 MEASUREMENT OF QUANTITIES

- A. Work to be performed on a unit price basis shall be measured according to the quantities described above. Payment will be made for work actually performed, based on quantities recorded by the Contractor and approved by the Engineer. Unless stated otherwise, records described below shall consist of both plan view drawings and tables cross-referenced to the drawings with the required measured quantities. Unless otherwise stated, the Engineer will verify the accuracy of the record by visual examination of the work performed and measuring the quantities with a measuring wheel.
- B. The Contractor shall notify the Owner and the Engineer at once in writing of any unit price work that deviates materially from the prescribed basis for bidding and for which an adjustment in Unit Price is desired. The Contractor shall measure and quantify all such deviations, subject to the Engineer's verification, prior to any repair work which might make verification impossible. No adjustments in Unit Prices will be considered unless supporting field measurements are provided, and subject to the Owner's prior approval. Adjustments will only be considered if all repairs of a given type have been measured and all deviations, both plus and minus have been included in the determination of the average deviation from the Unit Price basis.

Item	Type of Work	Unit Price
1	<u>Topside slab Hydro-demolition concrete removal and replacement</u> including removal of concrete surface to a depth of 2.5" and placing "ready-mix" concrete fill (pre-packaged concrete at Contractor's option). Refer to Specification Sections 02 41 17, 03 30 00, and 03 31 45. Payment based on area of concrete placed at top surface of slab.	\$/Sq. Ft.
2	<u>Replace reinforcing steel in removal depth</u> including fabrication, supply, detailing, storing, and placing replacement and top reinforcing steel. Refer to Specification Section 03 21 13. Payment based on nominal rebar weights per installed length.	\$/Tons
3	<u>Additional top of slab removal concrete replacement</u> including chipping removal of concrete underneath top layer of steel not removed by hydro-demolition, sandblasting of the newly exposed concrete surface and reinforcing steel, and placing "ready-mix" concrete fill (pre-packaged concrete at Contractor's option). Refer to Specification Sections 02 41 17, 03 30 00, and 03 31 45. Payment based on area of concrete placed at top surface of slab.	\$/Sq. Ft.

4	<u>Full depth slab replacement</u> including removal of concrete, sandblasting of the newly exposed concrete slab at the opening perimeter and reinforcing steel, and placing “ready-mix” concrete fill (pre-packaged concrete at Contractor’s option). Also included is the support of all formwork for the full depth patches. Refer to Specification Sections 02 41 17, 03 30 00, and 03 31 45. Payment based on area of concrete placed at top surface of slab.	\$/Sq. Ft.
5	<u>Concrete repair at bottom of slab and beams</u> including removal of concrete, sandblasting of the newly exposed concrete surface and reinforcing steel, and placing pre-packaged or shotcrete/gunite concrete fill. Refer to Specification Sections 02 41 17, 03 31 45, 03 37 12 and 03 37 13. Payment based on exposed area of concrete placed.	\$/Sq. Ft.
6	<u>Concrete repair at vertical surfaces</u> including removal of concrete, sandblasting of the newly exposed concrete surface and reinforcing steel, and placing pre-packaged concrete fill. Refer to Specification Sections 02 41 17 and 03 31 45. Payment based on exposed surface area of concrete placed.	\$/Sq. Ft.
7	<u>Removal and replacement of expansion joint</u> including removal of concrete around joint, sandblasting the newly exposed concrete surface and reinforcing steel, and placing “ready-mix” concrete fill (pre-packaged concrete at Contractor’s option). Refer to Specification Section 07 95 10. Payment is based on length of expansion joint installed at top of surface.	\$/Lin. Ft.
8	<u>Removal and replacement of trench drain</u> including removal of concrete surrounding existing drain to allow for removal, sandblasting of the newly exposed concrete surface and reinforcing steel, and placing pre-packaged concrete fill. Refer to Specification Sections 03 31 45. Payment is based on length of trench drain installed at top of surface.	\$/Lin. Ft.

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 Manager and Architect / Engineer, Waste Management Plan (WMP) for this project. Outlined in RECYCLING section of this specification are examples of materials that can be recycled or reused as well as recommendations for waste sorting methods.

##### 1.3 WASTE MANAGEMENT PLAN

- A. Contractor shall complete WMP and include cost of recycling / reuse in Bid. WMP will be submitted to Public Works Project Manager 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. Asphalt & Concrete.
  5. Bricks & Masonry
  6. Corrugated Cardboard.
  7. Metal.
  8. Barrels & Drums.
  9. 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/pwht/recycle/categories.aspx](http://www.countyofdane.com/pwht/recycle/categories.aspx) lists current information for Dane County Recycling Markets. Contractors can also contact Dane County's Special Projects & Materials Manager at 608/266-4990, or local city, village, town recycling staff listed at site [www.countyofdane.com/pwht/recycle/contacts.aspx](http://www.countyofdane.com/pwht/recycle/contacts.aspx). Statewide listings of recycling / reuse markets are available from UW Extension at [www4.uwm.edu/shwec/wrmd/search.cfm](http://www4.uwm.edu/shwec/wrmd/search.cfm).

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	
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	
Corrugated Cardboard	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Metals	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Barrels & Drums	_____ units	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Solvents	_____ gallons	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Other	_____	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Other	_____	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 02 41 17

### REMOVAL OF EXISTING CONCRETE AND SURFACE PREPARATION

#### PART 1 GENERAL

##### 1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.
- B. Related work specified elsewhere:
  - 1. Section 03 11 15 - Shoring
  - 2. Section 03 21 13 - Reinforcing Steel
  - 3. Section 03 30 00 - Cast-in-Place Concrete
  - 4. Section 03 31 45 - Repair of Structural Concrete
  - 5. Section 03 37 12 - Guniting
  - 6. Section 03 37 13 - Shotcrete

##### 1.2 SUMMARY

- A. Include materials, labor, services and incidentals necessary for completion of this Section of Work.
- B. Include the removal of unsound concrete, examination of exposed reinforcing, sandblasting of acceptable reinforcing, replacement of unacceptable reinforcing with new, and cleaning of the newly exposed underlying sound concrete prior to casting new fill concrete.
- C. Sandblasting of exposed reinforcing steel and concrete surfaces is not required with Hydro-demolition concrete removal option. Concrete and steel surfaces shall be thoroughly cleaned of all slurry and residues following removal, prior to application of rebar coating and bonding agent.
- D. The removal work shall be carried out in a manner so as to create a minimum disturbance with the continued use of the parking structure.

#### PART 2 PRODUCTS

##### 2.1 EQUIPMENT

- A. CHIPPING HAMMERS: Use chipping hammers with a total weight not to exceed:
  - 1. 60 pounds and equipped with flat chisel-type points with a cutting edge not less than ¾" or greater than 2½" in width may be used for initial removal to the level of the top layer of reinforcing steel
  - 2. 30 pounds to remove concrete to the elevation of the second, lower elevation of reinforcing provided the removal is one layer of reinforcing.
  - 3. Chipping hammers with a total weight not to exceed 15 pounds must be used once the reinforcing is exposed.

4. If, in the opinion of the Engineer, it appears that the 30 pound hammer is having detrimental effects on the existing concrete slab and encased reinforcing steel, its use shall be discontinued and nothing heavier than a 15 pound hammer will be allowed.
  5. Use chipping hammers of nominal 15 pound class or less for removal of concrete from beneath reinforcing.
    - a. 15 pounds and equipped with flat chisel-type points with a cutting edge not less than 3/4" or greater than 2 1/2" in width.
- B. HYDRO-DEMOLITION: At Contractor's Option, hydro-demolition shall be used for concrete removal.
1. Sandblasting of reinforcing steel and exposed concrete surfaces will not be required with this concrete removal option.
  2. Water shall be collected and filtered and not allowed to run uncontrolled to the City sewer system.
  3. See Section 1.14 (D.) Temporary Utilities for additional related requirements.
- C. SANDBLASTING EQUIPMENT: Sandblasting equipment shall be capable of removing rust from the exposed reinforcement and laitance from newly exposed concrete surfaces.
- D. COMPRESSED AIR EQUIPMENT: Compressed air equipment shall be capable of removal of dust and dirt from concrete repair areas.

## PART 3 EXECUTION

### 3.1 CONCRETE REMOVAL

- A. Prior to removal, the Contractor shall submit the Contractor's plan for confining dust and water run-off, collecting and disposal of broken concrete, steel reinforcement and other waste material as a result of the Contractor's removal operations. This plan shall be submitted to the Engineer and the Owner prior to start of construction. Dumpster location shall be coordinated with the Engineer and the Owner. Stockpiling of removal debris within parking garage is not allowed unless authorized and coordinated with the Engineer.
- B. Shore the structure as required. Shoring design, supply, and installation is the responsibility of the Contractor.
- C. Contractor responsible for removing and reinstalling or protection in place of mechanical, electrical, and plumbing utilities including electrical lighting and conduits as required for repair work.
- D. At slab areas with a membrane place plywood protection on the topside of slab for overhead concrete removal above to prevent damage to the membrane floor coating.
- E. Delaminated areas which require removal of unsound concrete will be identified and marked by the Engineer. The unsound concrete shall be removed by chipping to sound concrete. The marking by the Engineer in the field does not guarantee that unsound concrete is not present in areas beyond those marked. Additional concrete removal may



be required after the Contractor's initial removal. The Engineer will review the removal areas prior to concrete replacement.

- F. Where possible, the areas removed shall be rectangular in shape in plan view. Do not feather edges, but chip edges square or slightly undercut.
- G. During the chipping process in deteriorated concrete areas, care shall be exercised to avoid cracking of the underlying sound concrete.
- H. During removal of unsound concrete, if more than half of the reinforcing bar diameter is exposed or if the bar is not firmly bonded to the surrounding concrete, or if the bar is corroded, then the remaining concrete around the bar shall be removed. The clearance between the bar and the concrete shall be a minimum of  $\frac{3}{4}$ ". Support bars for the main reinforcing steel shall not be exposed provided there is no corrosion on these bars.
- I. The newly exposed sound concrete shall be cleaned by blowing away loose material with a deep sandblast, with chipping hammer removal option, followed by cleaning with a compressed air jet. Sandblasting is not required with the hydro-demolition removal option.
- J. The Engineer shall be allowed 24 hours for the inspection of properly prepared concrete surfaces and reinforcement, before the scheduled concrete placement.

### 3.2 REINFORCEMENT CLEANING AND REPLACEMENT

- A. Exposed reinforcing shall be thoroughly cleaned by sandblasting, to remove rust and unsound concrete with chipping hammer removal option. Sandblasting is not required with the hydro-demolition removal option.
- B. Bars that are damaged or that have lost more than 10 percent of their original area at any point along the length shall be considered unacceptable and shall be removed and replaced with an equivalent new bar of equal length at the Engineer's direction. No. 8 bars and smaller that have lost between 5 percent and 10 percent of their original area at any point can be blast-cleaned and reused as long as a new full-length #4 bar is used as supplemental steel next to the old cleaned bar at the Engineer's direction.
- C. Exposed or supplemental reinforcing bars shall be no closer than  $\frac{3}{4}$ " measured radially from existing concrete. The elevation of exposed or supplemental reinforcing shall be maintained at the original height.
- D. Where portions of reinforcing bars are exposed, the Engineer will determine if the embedded portion of the bar is soundly bonded to the remaining concrete. If, in the Engineer's judgment, the bar is not soundly bonded, the Contractor shall remove concrete around and under the bar for a length as determined by the Engineer.
- E. Install additional reinforcing bars as detailed.
- F. Drill and epoxy in dowels as detailed.

- G. Cleaned reinforcing shall be coated with protective rebar primer prior to casting new concrete.

3.3 CLEAN UP

- A. Contractor shall remove loose concrete from the site and leave the area broom clean.
- B. Debris shall not be flushed down the existing floor drains.

END OF SECTION

## SECTION 03 11 15

### SHORING

#### PART 1 GENERAL

##### 1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.
- B. Related work specified elsewhere:
  - 1. Section 03 11 15 - Shoring
  - 2. Section 03 21 13 - Reinforcing Steel
  - 3. Section 03 30 00 - Cast-in-Place Concrete
  - 4. Section 03 31 45 - Repair of Structural Concrete
  - 5. Section 03 37 12 - Guniting
  - 6. Section 03 37 13 - Shotcrete

##### 1.2 SUMMARY

- A. Include materials, labor, services and incidentals necessary for completion of this Section of Work.
- B. Include materials related to shoring as described below.
- C. Shoring shall be designed by Contractor to temporarily support members whose support is to be removed by partial demolition and concrete removal.

##### 1.3 SUBMITTALS

- A. The Contractor shall submit to Engineer, a record of reference elevations of shored members at various stages as described below.

##### 1.4 QUALITY ASSURANCE

- A. Contractor shall obtain reference elevations of members supported by shoring prior to concrete removal, during concrete removal, after concrete removal, during and after concrete replacement, and after shoring removal.
- B. When reference elevations indicate unanticipated movements, shoring shall be adjusted to minimize adverse effects of that movement.

## PART 2 PRODUCTS

### 2.1 VERTICAL LOAD SHORES

- A. Shores supporting vertical loads shall be adjustable through positive means, such as by adjustable screw jacks, in order to compensate for elastic shortening of shores during loading and other effects. Ellis Shore clamps shall not be used.
- B. Shores shall be effectively cross braced to prevent buckling failure of individual members and overall shoring stability failure.
- C. Shores shall be provided to carry full weight of floor system for entire bay in which work is being performed. Shores shall be in place prior to removal of unsound slab concrete and shall be supported on 1 structural level or to grade.

## PART 3 EXECUTION

### 3.1 INSTALLATION

- A. Shores shall be installed snug, plumb and square.
- B. Shores shall be adjusted as required during progress of work as indicated by movements measured during relative elevation surveys of shored members.

### 3.2 REMOVAL

- A. Shores shall only be removed when compressive strength results of replacement concrete reaches 75 percent of its specified 28 day strength. If Contractor chooses to have supplemental strength tests, it shall be the responsibility of the Contractor to make and pay for costs of these tests. Supplemental cylinders shall be stored on the structure in vicinity of the area they represent and shall be cured in the same manner as that portion of the structure.
- B. Shores that have been removed shall not be stored in such a manner that they interfere with Owner's continued use of the structure. If shoring is not to be used within the structure it shall be removed from the structure or stored in the area in which Contractor is working.

END OF SECTION

## SECTION 03 12 00

### CONCRETE FORMWORK

#### PART 1 GENERAL

##### 1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.

##### 1.2 WORK INCLUDED

- A. Include materials, labor, services and incidentals necessary for completion of this Section of Work.
- B. Include formwork for cast in place concrete as required by Concrete Contractor.
- C. Notify trades in ample time for each to install own work required in conjunction with formwork.
- D. Inserts, sleeves and other miscellaneous embedded items required by mechanical, electrical or plumbing trades shall be supplied and installed by those respective trades.
- E. Provide and install inserts, sleeves and other miscellaneous embedded items other than those required by mechanical, electrical or plumbing trades.
- F. Supply, install and maintain shoring and re-shoring related to concrete formwork.

##### 1.3 QUALITY ASSURANCE

- A. Industry Standards, Specifications and Codes:
  - 1. General:
    - a. Comply with provisions of the following codes and standards except as modified herein.
    - b. Referenced codes and standards including revisions and commentaries shall be the most currently adopted as of the date of these Contract Documents.
  - 2. American Concrete Institute (ACI)
    - a. ACI 301 Specifications for Structural Concrete for Buildings
    - b. ACI 318 Building Code Requirements for Structural Concrete
    - c. ACI 347 Guide to Formwork for Concrete
  - 3. National Forest Products Association (NFPA)
    - a. NDS National Design Specification for Wood Construction including Design Values for Wood Construction
  - 4. The Engineered Wood Association (APA)
    - a. Plywood Design Specification

## 1.4 DESIGN CRITERIA

- A. Design forms, shores and bracing. Include factors pertaining to safety of formwork structure such as live load, dead load, weight of equipment on formwork, concrete mix, height of concrete drop, vibration reactions and similar factors.
- B. Design formwork to be readily removable without impact, shock or damage to cast in place concrete surfaces and adjacent materials.

## 1.5 ALLOWABLE TOLERANCES

- A. Flatwork true to plane: 1/4 inch in 10 feet
- B. Vertical surfaces true to plane: 1/4 inch floor to floor
- C. Formwork displacement: Maximum 1/4 inch
- D. Deviation of building dimensions indicated on drawings and position of columns, walls and partitions: 1/4 inch
- E. Deviation in cross sectional dimensions of columns, piers or beams or in thickness of slabs and walls: plus/minus 1/4 inch

## PART 2 PRODUCTS

### 2.1 FORM MATERIALS

- A. General: Plywood, metal framed plywood faced or other acceptable panel type materials to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practical sizes to minimize number of joints. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.
- B. Surfaces Exposed To View: New plywood complying with U.S. Standard PS 1 Plyform Class I, B B Concrete Form Plywood, B-Matte MDO Plywood by Simpson, 5/8 inch or 3/4 inch thick without defects, mill oiled and edge sealed or wood forms lined with 3/16 inch tempered pressed wood or 1/4 inch thick plywood B B conforming to EXT DFPA as large a size as possible to minimize joints.
- C. Formed Surfaces Concealed From View: Clean straight lumber dressed on face and edges, nominal 1 inch thickness or plywood 5/8 inch or 3/4 inch thick conforming to EXT DFPA or metal forms smooth and as large a size as possible.
- D. Reveals and Chamfers: Wood or purpose-made plastic or high density plastic foam to achieve sharp, true lines.

### 2.2 FORMWORK ACCESSORIES

- A. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sizes as required of sufficient strength and character to maintain formwork in place while placing concrete.

- B. Form Ties:
  - 1. For Unexposed Concrete: Adjustable length removable or snap off type which will leave holes no larger than 1 inch in diameter in face of concrete and when forms are removed no metal will be within 1 inch of finished concrete surface.
  - 2. For Exposed Concrete: Ties shall be snap-off type (break point 1 inch or more from surface) with plastic cones added to form a 1-1/4 inch diameter, 1-1/2 inch deep recess around tie, which shall be grouted flush to match adjacent concrete surface.
  - 3. No wire ties or site fabricated ties permitted.

## 2.3 FORM COATINGS

- A. Form coatings for exposed concrete shall consist of an approved non-staining form oil, lacquer or plastic. Plywood approved for reuse shall be recoated as directed by Engineer. When oil is used, excess shall be wiped off with rags. When lacquer is used, a light coating of form oil over lacquer will be permitted provided excess is wiped off. When factory applied plastic coatings are used, follow manufacturer's instructions. Contact surface of forms shall be free of foreign matter, including dust. Form oil shall be applied to forms before reinforcing is erected. Form oil shall be of type which will not affect bonding of specified exterior finish.

## 2.4 CONSTRUCTION JOINT MATERIALS

- A. Solid Wood Lumber: Spruce-Pine-Fur (SPF) #2 or equivalent.

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Verify lines, levels and centers before proceeding with formwork. Ensure dimensions agree with Drawings.

### 3.2 COORDINATION

- A. Coordinate work of other sections and cooperate with trades involved in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors and other inserts. Do not perform work unless specifically indicated on Drawings or reviewed prior to installation.

### 3.3 FORMWORK ERECTION

- A. Erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.
- B. Construct forms to sizes, shapes, lines and dimensions shown on Drawings and to obtain accurate alignment, location and grades. Level and plumb work. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use

selected materials to obtain required finishes. Solidly butt joints and provide back up at joints to prevent leakage of cement paste.

- C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses and like to prevent swelling and for easy removal.
- D. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.
- E. At all exposed corners of concrete walls, beams, columns, slab edges and miscellaneous items not specified or indicated, provide 3/4 inch, 45 degree chamfer.
- F. Install ties so portion remaining within concrete after removal is at least 1 inch inside concrete. Remove so surrounding concrete is not disfigured and cleanout hole remains to be patched.
- G. Coat contact surfaces of forms with form coating compound before reinforcement is placed.
- H. Thin form coating compounds only with thinning agent of type and in amount and under conditions of form coating compound manufacturer's directions. Do not allow excess form coating material to accumulate in forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

### 3.4 INSERTS, EMBEDDED PARTS AND OPENINGS

- A. Plumbing, Heating and Electrical Items:
  - 1. Premanufactured items including inserts, sleeves and other embedded items required by mechanical, electrical and plumbing trades shall be supplied, accurately located, and installed by respective trades.
  - 2. Site fabricated box outs for chases, sleeves and other miscellaneous openings for mechanical, electrical and plumbing trades shall be supplied and installed by Formwork Contractor.
  - 3. Location of mechanical, electrical and plumbing inserts, embedded parts, openings and recesses shall be coordinated with respective trades by General Contractor.
- B. Other Items:
  - 1. Other inserts, embedded parts, box outs for openings, chases, reveals and recesses except those specifically mentioned above by mechanical, electrical or plumbing trades, shall be installed by Formwork Contractor. Special inserts, embedded parts or other special requirements needed by specific trades shall be supplied by that respective trade to Formwork Contractor for installation.



General Contractor shall have overall responsibility for coordinating location of inserts, embedded parts, openings and recesses.

2. Install concrete accessories in accordance with manufacturer's recommendations; straight, level and plumb. Ensure items are not disturbed during concrete placement.
3. Set and build into Work, anchorage devices and other embedded items required for other work attached to or supported by cast in place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of items to be attached.

### 3.5 JOINTS AND EDGE FORMS

- A. Locate construction joints as shown on Drawings or as approved by Engineer. Form with keyway. Place perpendicular to main reinforcement. Continue reinforcement through joint, except slabs-on-grade, and locate joint so as not to affect structural integrity or appearance of structure. Includes joint between wall and footing.
- B. Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units of sufficient strength to support types of screeds required. Align concrete surface to elevation of screed strips by use of strike off templates or accepted compacting type screeds.

### 3.6 CLEANING

- A. Clean forms as erection proceeds to remove foreign matter. Remove cuttings, shavings and debris from within forms. Flush with water or use compressed air to remove remaining foreign matter. Ensure water and debris drain to exterior through clean out ports. Retighten forms after concrete placement if required to eliminate mortar leaks.

### 3.7 FIELD QUALITY CONTROL

- A. Inspect and check completed formwork, shoring and bracing to ensure work is in accordance with formwork design and supports, fastenings, wedges, ties and parts are secured.
- B. Clean and repair surfaces of forms to be reused in Work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable. Apply new form coating compound material to concrete contact form surfaces as specified for new formwork.
- C. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joints to avoid offsets. Do not use "patched" forms for exposed concrete surfaces. Do not use metal cover plates for repairing defects in forms for exposed concrete work.
- D. Inform Engineer when formwork is complete and has been cleaned to allow for inspection. Obtain review prior to placing concrete.
- E. For exposed to view concrete surfaces do not reuse plywood formwork.
- F. Allow Engineer to inspect each section of plywood type formwork prior to reuse.

3.8 FORMWORK REMOVAL

- A. Notify Engineer and Owner's field representative prior to removing formwork, centering, shoring and reshoring.
- B. Remove forms in a manner to insure safety of structure at all times. Where entire structure is supported on shores; beam and girder sides, columns and similar vertical forms may be removed after 48 hours, providing concrete is sufficiently hard not to be injured thereby. In no case shall supporting forms or shoring be removed until members have acquired sufficient strength to support their weight and load safely. Coordinate removal with work of other trades.
- C. Remove forms according to ACI 347. However, the following schedule shall govern the minimum waiting period after placing concrete before bottom forms and shores of similar falsework supporting flexural members such as girders, beams, joists, slabs, etc. may be disturbed or stripped:

<u>Structural Members</u>	<u>Waiting Period</u>
Columns, walls and beam sides	2 days
Spans less than 12 foot - slabs and beam bottoms	7 days
Spans between 12 foot and 30 foot slabs and beam bottoms	14 days
Spans greater than 30 foot - slabs and beam bottoms	28 days

- D. The above schedule applies to daily curing temperatures above 50 degrees. For lower daily curing temperatures, increase waiting period. In addition to above requirements, do not remove forms until concrete has attained 80 percent of minimum design strength.
- E. Re shore removed area before removing additional adjacent formwork.
- F. Retain re shores in place for a minimum of 14 days and concrete has attained 100 percent of minimum design strength. Retain re shores in place until concrete construction above has attained sufficient strength to not require shoring below.

END OF SECTION

## SECTION 03 21 13

### REINFORCING STEEL

#### PART 1 GENERAL

##### 1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.

##### 1.2 WORK INCLUDED

- A. Include materials, labor, services and incidentals necessary for completion of this Section of Work.
- B. Work includes fabrication and placement of reinforcement for cast in place concrete including bars, welded wire fabric, ties, dowels, stirrups, supports and accessories required.
- C. Work also includes the addition of supplemental reinforcing to replace bar cross section loss due to corrosion.

##### 1.3 QUALITY ASSURANCE

- A. Industry Standards, Specifications and Codes:
  - 1. General:
    - a. Comply with provisions of the following codes and standards except as modified herein.
    - b. Referenced codes and standards including revisions and commentaries shall be the most currently adopted as of the date of these contract documents.
  - 2. American Concrete Institute (ACI):
    - a. ACI 301 Specifications for Structural Concrete for Buildings
    - b. ACI 318 Building Code Requirements for Structural Concrete
    - c. ACI 315 Details and Detailing of Concrete Reinforcement
  - 3. Concrete Reinforcing Steel Institute (CRSI):
    - a. Manual of Standard Practice
    - b. Recommended Practice for Placing Reinforcing Bars
  - 4. American Society for Testing and Materials (ASTM):
    - a. Specific ASTM numbers are noted in later text.

##### 1.4 QUALIFICATIONS

- A. Acceptable Manufacturers:
  - 1. Shall be regularly engaged in the manufacture of steel bar, welded wire fabric reinforcing and mechanical splicing devices.
- B. Installer Qualifications:

1. Shall have 3 years' experience in installation of steel bar and welded wire fabric reinforcing.
- C. Source Quality Control:
1. Mill test certificates identifying chemical and physical analysis of each load of reinforcing steel delivered if requested.

## 1.5 SUBMITTALS

- A. Submit in accordance with Division 01 requirements.
- B. Steel Properties:
1. Submit certification of grade, chemical analysis and tensile properties of steel furnished if requested.

## PART 2 PRODUCTS

### 2.1 REINFORCING STEEL

- A. Reinforcing Bars:
1. Conform to ASTM A 615 "Standard Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement".
  2. Reinforcing bars shall be deformed, except that plain bars may be used for spirals.
  3. Main reinforcing bars and other bars not listed above shall be Grade 60, unless noted otherwise on Contract Documents.
- B. Welded Wire Fabric:
1. Conform to ASTM A 185 "Standard Specification for Welded Steel Wire Fabric, Plain for Concrete Reinforcement".
  2. Welded wire fabric shall be electrically welded and 65,000 psi yield strength.

### 2.2 ACCESSORIES

- A. Supports For Reinforcement:
1. Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.
  2. Use wire bar type supports complying with CRSI recommendations unless otherwise indicated. Do not use wood, brick and other unacceptable materials, e.g., mortar blocks, coarse aggregates.
  3. For exposed to view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are plastic protected. For sandblasted or bush hammered concrete provide stainless steel protected or special stainless bar supports.
  4. In areas of concrete removal, short lengths of reinforcing bar shall be used to provide support for bars on chipped or rough concrete surfaces using similar spacing of supports.

## 2.3 FABRICATION

- A. Shop fabricate reinforcing bars to conform to required shapes and dimensions. In case of fabricating errors, do not re bend or straighten reinforcement in a manner that will injure or weaken materials.
- B. Reinforcement shall be bent cold unless otherwise permitted by Engineer.
- C. Unacceptable Materials:
  - 1. Reinforcement with any of the following defects will not be permitted in Work:
    - a. Bar lengths, depths and bends exceeding specified fabrication tolerances.
    - b. Bends or kinks not indicated on Drawings or final Shop Drawings.
    - c. Bars with reduced cross section due to excessive rusting or other cause.

## 2.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. General:
  - 1. Deliver reinforcement to project site in bundles marked with metal tags indicating bar size, lengths and other information corresponding to markings shown on placement drawings.
  - 2. Handle and store materials to prevent dirt or excessive rust.

## PART 3 EXECUTION

### 3.1 INSPECTION

- A. Examine formwork and other conditions under which concrete reinforcement is to be placed and notify Formwork Contractor of unsatisfactory conditions. Do not proceed with work until unsatisfactory conditions have been corrected in a manner to your satisfaction.

### 3.2 PLACEMENT

- A. Comply with specified codes and standards and CRSI "Recommended Practice for Placing Reinforcing Bars" for details and methods of reinforcement placement and supports and as specified.
- B. Clean reinforcement to remove loose rust and mill scale, earth, ice and other materials which reduce or impair bond with concrete.
- C. Position, support and secure reinforcement against displacement by formwork, construction or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers as required.
- D. Place reinforcement to obtain coverage for concrete protection as indicated on Contract Documents. Arrange, space and securely tie bars and bar supports together with 16 gage wire to hold reinforcement accurately in position during concrete placement operations. Set wire ties so ends are directly away from exposed concrete surfaces.

- E. Exposed or additional reinforcing shall be no closer than 3/4 inch measured radially from existing concrete. Elevation of exposed or additional reinforcing shall be maintained at original height.
- F. At openings in structural slabs, provide two #4 bars top and bottom of slab at 45 degrees on all 4 corners, each bar 48 inch minimum length.
- G. At openings in concrete slabs additionally provide a minimum of two #5 bars around opening.
- H. Provide two #4 bars 3 inches apart on 4 sides of floor drains in slabs.
- I. Unless permitted by Engineer, reinforcing shall not be bent after being embedded in hardened concrete.
- J. Welded wire fabric shall lap one full mesh at side and end laps and must be wired together.
- K. Provide sufficient number of supports and sizes as required to carry reinforcement. Maximum spacing of chairs is 48 inches on center. Do not place reinforcing bars more than 2 inches beyond the last leg of any continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.

### 3.3 WELDING OF REINFORCEMENT

- A. Welding of reinforcement covered by this Section is prohibited.

### 3.4 FIELD QUALITY CONTROL

- A. Notify Engineer when reinforcing is in place so he or she may review reinforcing placement. Engineer shall have a minimum of 24 hour notice prior to placement of concrete.
- B. Tend to reinforcing at all times during concrete placement and make necessary adjustments to reinforcing which has been dislodged by concrete placement or workmen.
- C. Bar Placement Tolerances:
  - 1. 1/4 inch (plus/minus) between bars
  - 2. 1/4 inch (plus/minus) vertically for members 8 inches deep or less
  - 3. 1/2 inch (plus/minus) vertically for members over 8 inches deep and less than 2 foot deep
  - 4. 1 inch (plus/minus) vertically for members 2 foot or deeper

END OF SECTION

## SECTION 03 30 00

### CAST-IN-PLACE CONCRETE

#### PART 1 GENERAL

##### 1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.

##### 1.2 WORK INCLUDED

- A. Include materials, labor, services and incidentals necessary for completion of this Section of Work.
- B. Extent of cast in place concrete work is shown on Drawings.
- C. Notify other trades of the date for concrete placement in ample time for each to install their own work.
- D. Install anchor bolts, embedded plates, inserts and similar items furnished by other trades.

##### 1.3 NOTIFICATION

- A. Contractor shall notify the inspection/testing agency and Engineer at least 24 hours prior to major concrete pour.

##### 1.4 PROTECTION OF ADJACENT WORK

- A. Contractor shall be responsible to see that due care is exercised to avoid staining adjacent finished material during concrete work. Contractor, without expense, shall make such damage good to Owner.

##### 1.5 QUALITY ASSURANCES

- A. Industry Standards, Specifications and Codes
  - 1. General:
    - a. Comply with provisions of the following codes and standards except as modified herein.
    - b. Referenced codes and standards including revisions and commentaries shall be the most currently adopted as of the date of these Contract Documents.
  - 2. American Concrete Institute (ACI):
    - a. ACI 117 Standard Specifications for Tolerances for Concrete Construction and Materials
    - b. ACI 301 Specifications for Structural Concrete
    - c. Additional ACI sections are noted in later text.
  - 3. American Society For Testing And Materials (ASTM):

- a. Specific ASTM standards are noted in later text.

## 1.6 ALLOWABLE TOLERANCES

- A. Flatwork tolerance for random-traffic floors should be measured in accordance with ASTM E 1155.
- B. Floor tolerance measurements shall be made within 16 hours after completion of final troweling operation, and where applicable, before removal of supporting shores.
- C. Floor slabs shall conform to the following ACI F-number requirements:
  - 1. Slab-On-Grade and Level Suspended Slabs Shored Until After Testing:
    - a. Specified Overall Values - FF30/FL20
    - b. Minimum Local Values - FF15/FL10
  - 2. Unlevel Shored Suspended Slabs and Unshored Suspended Slabs:
    - a. Specified Overall Value - FF25
    - b. Minimum Local Value - FF15
- D. See ACI 117 for other tolerances not stated herein.

## 1.7 SUBMITTALS

- A. Submit in accordance with Division 01 requirements.
- B. Mix Designs:
  - 1. Prepare design mixtures for each class of concrete on the basis of laboratory trial mixtures or field test data, or both in accordance with ACI 301. Design mixtures shall meet the requirements listed in Table 33000-1. Submit material content per cubic yard of each class of concrete furnished including:
  - 2. Weight of cementitious materials.
  - 3. Saturated surface dried weights of fine and coarse aggregates.
  - 4. Quantities, type and name of admixtures.
  - 5. Weight of mixing water or water/cementitious material ratio.
- C. Submit to Engineer mix designs, certification that materials used in concrete mixtures meet ASTM and other applicable specifications, and documentation indicating proposed concrete proportions will produce an average compressive strength equal to or greater than the required compressive strength as specified in ACI 301. Obtain approval prior to placing concrete.
- D. Test Reports:
  - 1. Submit reports of concrete testing including, compressive strength, density (unit weight), air content, temperature and slump. Furnish copies to General Contractor, Consulting Engineer, Concrete Supplier and Owner Representative. Test results shall be reported in writing within 2 days that tests are made.



## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Hydraulic Cement:
  - 1. For normal concrete, hydraulic cement shall meet requirements of ASTM C 150, ASTM C 595, or ASTM C 1157.
  - 2. For air entrained concrete, cement shall meet requirements of ASTM C 150 cement specified for normal concrete used with an air entraining admixture conforming to ASTM C 260.
- B. Slag Cement:
  - 1. Slag cement shall meet requirements of ASTM C 989.
- C. Silica Fume Cement:
  - 1. Silica fume shall meet the requirements of ASTM C 1240.
- D. Fly ash:
  - 1. Fly ash shall meet the requirements of ASTM C 618.
- E. Aggregates:
  - 1. Normal weight aggregate shall comply with requirements of ASTM C 33. Lightweight aggregates shall comply with requirements of ASTM C 330.
- F. Water:
  - 1. Water used for batching concrete shall meet the requirements of ASTM C 1602.

### 2.2 ADMIXTURES

- A. No other admixtures will be allowed except those listed without Engineer's approval.
- B. Air Entraining:
  - 1. Shall Conform to ASTM C 260, certified by the manufacturer to be compatible with other required admixtures. The Entrained air content shall be controlled at 6½ percent for ¾" aggregate concrete and 5½ percent for 1½" aggregate concrete within limits of plus or minus 1½ percent each.
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. "Darex II" – W.R. Grace, [www.na.graceconstruction.com](http://www.na.graceconstruction.com)
    - b. "AEA 92S" – The Euclid Chemical Company, [www.euclidchemical.com](http://www.euclidchemical.com)
    - c. "Catexol AE 260" – Axim Concrete Technologies, [www.aximconcrete.com](http://www.aximconcrete.com)
    - d. "Micro-Air" – BASF Admixtures, Inc., [www.basfadmixture.com](http://www.basfadmixture.com)
    - e. "MB AE 90" – BASF Admixtures, Inc.
- C. Water Reducing:
  - 1. Shall conform to ASTM C 494, Type A
  - 2. Products: Subject to compliance with requirements, provide one of the following:

- a. "WRDA 82" – W.R. Grace
  - b. "Eucon WR-91" – The Euclid Chemical Company
  - c. "Catexol 1000N" – Axim Concrete Technologies
  - d. "Pozzolith 200N" – BASF Admixtures, Inc.
- D. Mid-Range Water Reducing:
- 1. Shall conform to ASTM C 494, Type A or Type F
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. "Daracem 65" – W.R. Grace
    - b. "Eucon MR" - The Euclid Chemical Company
    - c. "Catexol 3500N" – Axim Concrete Technologies
    - d. "Polyheed 997" - BASF Admixtures, Inc.
- E. High-Range Water Reducing (Super Plasticizer):
- 1. Shall conform to ASTM C 494, Type F or Type G.
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. "Daracem 19" - W.R. Grace & Co.
    - b. "ADVA 100" - W.R. Grace & Co.
    - c. "Eucon 37" - The Euclid Chemical Company
    - d. "Catexol 1000SP-MN" – Axim Concrete Technologies
    - e. "Rheobuild 1000" - BASF Admixtures, Inc.
- F. Water Reducing, Non-Chloride Accelerator:
- 1. Shall conform to ASTM C 494, Type C or Type E.
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. "Polarset" - W.R. Grace & Co.
    - b. "Accelguard 90" - The Euclid Chemical Company
    - c. "Catexol 2000RHE" – Axim Concrete Technologies
    - d. "Pozzutec 20" - BASF Admixtures, Inc.
- G. Water Reducing, Retarding:
- 1. Shall conform to ASTM C 494, Type D.
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. "Daratard 17" - W.R. Grace & Co.
    - b. "Eucon Retarder 100" - The Euclid Chemical Company
    - c. "Catexol 1000R" – Axim Concrete Technologies
    - d. "Pozzolith 100XR" - BASF Admixtures, Inc
  - 3. Grace or Rheocrete CNI by BASF Admixtures, Inc.
  - 4. Admixtures shall not contain calcium chloride as an intentionally added ingredient. Calcium chloride as an admixture is not permitted. Admixtures containing more than ½ of 1 percent (0.5 percent) chloride ions by weight of admixture are not permitted.

## 2.3 RELATED MATERIALS

- A. Evaporation Retardant and Finishing Aid: Shall be "Eucobar" by The Euclid Chemical Company or "Confilm" by BASF Admixtures, Inc.
- B. Slab-On-Grade Poly Fiber Reinforcement Systems:
1. Synthetic Structural Fiber Reinforcement: Provide synthetic structural fibers complying with the following requirements:
    - a. Synthetic structural fibers shall meet requirements of ASTM C 1116, Paragraph 4.1.3, Type III.
    - b. Synthetic structural fibers shall be monofilament, made of polypropylene or polypropylene/polyethylene blend.
    - c. Synthetic structural fibers shall have a minimum length of 1.38 inches (35 mm) and a maximum length of 2.00 inches (51 mm).
    - d. Specific gravity between 0.90 and 0.95
    - e. Synthetic structural fibers shall have an aspect ratio (length divided by equivalent diameter of fiber) between 60 and 100.
    - f. Dosage rate:
      - 1) 5.0 lbs/cubic yard or the addition rate to achieve the concrete required minimum equivalent flexural strength,  $f_{3}$  of 165 psi for a concrete with a compressive strength of 4,000 psi at 28 days. This shall be determined from the manufacturer's test data verifying fiber performance in concrete based on ASTM C1609-05, utilizing the beam size 6" x 6"x 20" ( $f_{3}$ ) calculated using JCI-SF4 method.
    - g. Synthetic structural fibers shall be:
      - 1) Grace STRUXÒ 90/40 synthetic fiber
      - 2) NovomeshÒ 950 synthetic fiber by Propex Concrete Systems
      - 3) Tuf-Strand SF by Euclid Chemical Company
- C. Absorptive Cover: Burlap cloth made from jute or Kenaf, weighing approximately 9 ounces per square yard, complying with AASHTO M182, Class 2.
- D. Moisture-Retaining Cover: One of the following, complying with ASTM C 171, Type 1 or 2:
1. Polyethylene Film
  2. Polyethylene Coated Burlap
- E. Liquid Membrane-Forming Curing Compound: Liquid type membrane-forming curing compound complying with ASTM C 1315 "Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete", Type I, Class A unless other type acceptable to Architect. Moisture loss not more than 0.040 gr./square cm. In 72 hours when applied at 300 sq. ft./gal. Material must be compatible with resilient flooring and carpeting adhesives. Concrete contractor shall verify compatibility before applying curing compound.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. "Diamond Clear" by The Euclid Chemical Company
    - b. "Kure-N-Seal 25" by BASF/Sonneborn

- c. "TK AS-1, 1315" by TK Products, Inc.
  - d. "Cure and Seal" - Symons Corp.
- F. Isolation Joint Filler: Shall be bituminous (1/2 inch and 1/4 inch thicknesses) conforming to ASTM D 994.
  - G. Control Joint Insert: Shall be hardboard or fiberboard.
  - H. Expansion Joint Filler: Shall be extruded polystyrene.
  - I. Rebar Coating
    - 1. "Emaco P24" by BASF
    - 2. "Sika Armatec 110 EpoCem" by Sika
    - 3. "Duralprep AC,
    - 4. The Euclid Chemical Company.
    - 5. Or approved equal

#### 2.4 READY MIXED CONCRETE

- A. Ready mixed concrete shall be measured, mixed and delivered according to ASTM C94, except as modified herein.
- B. Prepare design mixtures for each class of concrete on the basis of laboratory trial mixtures or field test data, or both in accordance with ACI 301. Design mixtures shall meet the requirements listed in Table 33000-1
- C. Addition of water is permitted for batches of material with insufficient slump at the job site but is limited to the lesser of; 1 gallon per cubic yard or the quantity of water indicated on the delivery ticket such that the mixing water content on approved mix design is not exceeded.
- D. Ready Mixed Concrete Delivery Tickets:
  - 1. Furnish 2 delivery tickets with each batch of concrete before unloading at site; 1 for Contractor and 1 for Engineer on which is printed, stamped or written the following information:
    - a. Name of ready mix batch plant
    - b. Serial number of ticket
    - c. Date and truck number
    - d. Name of Contractor
    - e. Job name and location
    - f. Specific class or designation of concrete
    - g. Amount of concrete (cubic yards)
    - h. Time loaded or of first mixing of cement and aggregates
    - i. Type, name and amount of admixture
    - j. Type, brand and amount of cement
    - k. Total water content by producer (or W/C ratio)
    - l. Maximum size of aggregate
    - m. Weights of fine and course aggregates

E. Mix Proportioning:

1. Minimum amount of cementitious material identified in the following mix proportions shall apply for mixes for which field experience or trial mixture information required is not provided.

Table 33000-1					
Class	Type of Construction	Specified Comp. Strength @28 Days Construction (PSI)	Max Agg. Size (In.)	Air Entrainment (+/-1%)	Notes
1	Slab Replacement	4000	0.75	6.0	(1)(2)(3)(4)
2	Grout				(5)

Notes:

- 1) Maximum water-cementitious ratio by weight shall be 0.45.
- 2) A maximum of 30 percent total replacement of Portland cement with GGBFS (Ground Granulated Blast-Furnace Slag) and fly ash at a 1:1 ratio; up to 350 pounds, with a maximum 25 percent fly ash. If fly ash is used alone, limit maximum replacement to 25 percent.
- 3) Corrosion inhibitor.
- 4) Slump shall be such that the finished surface follows that of the existing inclined ramps with no sagging or bulging due to gravity on the plastic mix.
- 5) Grout for bonding replacement concrete to existing concrete. Grout shall consist of equal parts by weight of cement and sand. It shall be mixed with sufficient water to form a stiff slurry. The consistency of this slurry shall be such that it can be applied with a stiff brush or broom to the old concrete in a thin, even coating that will not run or puddle in low spots. For use on vertical joints, this grout shall be thinned to paint consistency.

### PART 3 EXECUTION

#### 3.1 GENERAL

- A. Clean all mixing and transportation equipment. Wet forms and exposed concrete surfaces thoroughly. Remove all ice, excess water, mud and other debris from within forms and from restoration surfaces and reinforcement. Notify Engineer prior to placing in ample time for inspection of forms, exposed concrete surfaces and reinforcing.
- B. A pre-construction meeting shall take place prior to placing concrete. Topic of discussion shall include: concrete handling, placing, finishing and curing.

#### 3.2 PLACEMENT OF CONCRETE

- A. Pre Placement Inspection:

1. Before placing concrete, inspect and complete formwork installation, reinforcing steel and items to be embedded or cast in-place. Notify other Contractors to permit installation of their work; cooperate with other trades in setting such work as required. Thoroughly wet wood forms immediately before placing concrete as required where form coatings are not used. Notify inspection agency and Engineer 24 hours in advance of pouring.

B. Placing Concrete In Forms:

1. Deposit concrete in forms in horizontal layers not deeper than 18 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
2. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause formation of seams or planes of weakness within the section. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete as nearly as practicable to its final location to avoid segregation due to rehandling or flowing.
3. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand spading, rodding or tamping. Use vibrators designed to operate with vibratory element submerged in concrete, maintaining a speed of not less than 6000 impulses per minute. Alternate methods of consolidating concrete including the use of self-consolidating concrete may be submitted to the Engineer for approval.
4. Do not use vibrators to move concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

C. Placing Concrete Slabs:

1. Deposit and consolidate concrete slabs in a continuous operation until placing of a panel or section is completed.
2. Place suspended slabs in sections as large as practicable to complete finishing, within limits acceptable to Engineer.
3. Consult with Engineer with regard to limits of single placements prior to commencing work.
4. Consolidate concrete during placing operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
5. Bring slab surfaces to correct level with a straightedge and strikeoff. Use bull floats or darbies to smooth surface, leaving it free of humps or hollows. Do not sprinkle water on plastic concrete surface. Do not disturb slab surfaces prior to beginning finishing operations. "Wet Screed" placement of slabs is not allowed.
6. Maintain reinforcing in the proper position during concrete placement operations.

D. Cold Weather Placing:

1. Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions or low temperatures in compliance with ACI 301.
  2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  3. Do not use calcium chloride, salt or other materials containing anti freeze agents or chemical accelerators other than approved, non-chloride accelerating admixtures.
  4. Do not allow carbon dioxide from heating units to contact freshly placed concrete surfaces for 48 hours. Vent heaters outside of enclosure.
- E. Hot Weather Placing:
1. When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 301.
  2. Wet forms thoroughly before placing concrete.
  3. Do not use retarding admixtures without the written permission of the Engineer.

### 3.3 CONCRETE JOINTS

- A. Construction Joints:
1. Locate as directed by Engineer or as shown on Drawings. Form keyway. Place perpendicular to main reinforcement. Continue reinforcement through joint. Locate joint so as not to affect structural integrity or appearance of the structure. Includes joint between wall and footing.
- B. Isolation Joints:
1. Form with keyway with bituminous (preformed filler, 1/4 inch or 1/2 inch as called for) thick full depth of slab-on-grade. Reinforcement is non-continuous. Locate at points of contact between slab-on-grade and vertical structural concrete.
- C. Control Joints:
1. Locate on grid lines or on lines as shown on Drawings or as directed by Engineer. Joint size shall be 1/4 inch wide by 1/5 to 1/4 of slab depth. Continue reinforcement through joint. Contractor's option to tool or use inserts. Do not tool joints in slabs to receive a finished flooring material. Control joints should be made within first 24 hours of concrete pour.

### 3.4 FINISHING

- A. General:
1. Strike and level concrete. Allow to set before floating. Power float on disappearance of water sheen. Hand float areas inaccessible to power float. Applicable to flat work to obtain smooth, uniform, granular texture. Floors shall be flat and level within tolerances given in Part 1, except where drains occur or sloped floors are indicated, in which case tolerance applies to planes indicated.
- B. Troweled Finish:

1. Power trowel to smooth finish. Hand trowel areas inaccessible to power trowel. Applicable to flatwork to receive finished flooring material.
- C. Broom Finish:
1. Draw broom across surface after floating to form a regular, parallel pattern. Applicable to parking ramps, drives, ramps and stairs. Direction of brooming shall be perpendicular to traffic pattern.
- D. Formed Concrete:
1. Top of concrete: Strike concrete smooth then float and trowel surface to texture comparable to formed surface.
  2. Formed Surface: As cast finish, patch holes and defects after form removal. Remove fins.
  3. Rubbed Surface: Rub with rubbing stone to remove all projections and round corners. Wet surface and brush evenly with cement grout mixture. Provide rubbed concrete surfaces in finished areas to be left to view in stairwells, where concrete is exposed to view in a finished area and wherever else a rubbed surface is called for on architectural plans.
  4. Slope exterior steps down 1/8 inch.

### 3.5 CURING

- A. Comply with ACI 301.
- B. Class B Concrete Curing:
1. Concrete items listed below shall be sheet cured per ACI 308 2.3.1 Plastic Film or 2.3.2 Reinforced Paper only, for 7 days after placement. Curing system joints shall be sealed and moisture added daily to maintain concrete surface in a damp condition. Insulating blankets used during cold weather do not need sealed joints as long as concrete surface is damp.
- C. Formed Surfaces:
1. Cure formed concrete surfaces including walls, columns, underside of beams, supported slabs and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by membrane curing.
- D. Protection:
1. Protect concrete from damaging mechanical disturbances including load stresses, heavy shock, excessive vibration, and from damage caused by rain or flowing water. Protect finished concrete surfaces from damage by subsequent construction operations.

### 3.6 CONCRETE REPAIR PROCEDURES

- A. Concrete Surface Repairs:
1. Comply with ACI 301 "Specifications for Structural Concrete".
  2. Remove and replace, at no additional cost, concrete not formed as shown on Drawings, concrete out of alignment, surfaces beyond required tolerances or



defective surfaces which cannot be properly repaired or patched, including concrete failing to meet strength requirements as determined by testing laboratory.

3. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Architect. Cut out honeycomb, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1 inch. Make edges of cuts perpendicular to concrete surface. Thoroughly clean, dampen with water and brush coat area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.
4. For exposed to view surfaces, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.
5. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect. Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on surface and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar or precast cement cone plugs secured in place with bonding agent.
6. Repair concealed formed surfaces, where possible, that contain defects that affect durability of concrete. If defects cannot be repaired, remove and replace concrete.
7. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having required slope.
8. Repair finished unformed surfaces that contain defects that affect durability of concrete. Surface defects, include crazing, cracks in excess of 0.01 inch wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, popouts, honeycomb, rock pockets and other objectionable conditions.
9. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
10. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary leveling compounds may be used when acceptable to Architect.
11. Repair defective areas, except random cracks and single holes not exceeding 1 inch diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4 inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original

- concrete. Place, compact and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
12. Repair isolated random cracks and single holes not over 1 inch in diameter by dry-pack method. Groove top of cracks and cut out holes to sound concrete and clean of dust, dirt and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of 1 part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry-pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
  13. Do not use repair methods not specified above and do not perform structural repairs, except with prior written approval of Architect for method and procedure, using specified epoxy adhesive mortar.

### 3.7 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. General:
  1. Sample fresh concrete to conform to ASTM C 172.
- B. Aggregate Tests:
  1. Chloride content in aggregate shall be tested in accordance with ASTM D 1411. Tests shall be made and results must be approved by Engineer before the aggregate is used in concrete.
- C. Slump:
  1. In accordance with ASTM C 143. One slump test at point of discharge from ready mix truck for each set of test cylinders taken, unless noted otherwise, with additional tests when concrete consistency seems to have changed. Slump tests, when taken, shall be conducted after site addition of superplasticizer, however a visual estimate of slump shall be recorded prior to site addition of superplasticizer to a mix. Visual slump should only be used after correlation has been established with actual slump tests.
- D. Air Content:
  1. Only for air entrained concrete, in accordance with ASTM C 231 pressure method for normal weight concrete and ASTM C 173 for lightweight concrete. One air content test for each set of strength test cylinders made unless noted otherwise. If measured air content falls outside limits specified, a check test shall be made immediately on another portion of the same sample. In the event of a second failure, concrete will be considered to have failed to comply with Specifications. In compliance with ASTM C 94, site addition of additional air entrainment admixture is permissible until plant adjustments have been made. For site added superplasticizer, air should only be checked after the addition of superplasticizer.
- E. Concrete Temperature:
  1. In accordance with ASTM C 1064 each time a set of compression test specimen is made.

- F. Strength Tests:
1. Strength test for any class of concrete shall consist of 4 standard cylinders made from a composite sample secured from a single load of concrete in accordance with ASTM C 172, except when in the opinion of the Engineer, he may require additional specimens.
  2. All Concrete:
    - a. Make test cylinders in accordance with ASTM C 31. Each test shall consist of a minimum of 4 cylinders.
    - b. After 24 hours, 3 cylinders to be carefully transported to testing laboratory for moist curing.
    - c. 1 laboratory cured cylinder to be tested at 7 days and 2 laboratory cured cylinders to be tested at 28 days, the fourth cylinder shall be held.
  3. Test results at 28 days shall be the average strength of specimens determined in accordance with ASTM C 39.
  4. Strength test shall be made for each truck.
  5. Strength of each concrete class shall be deemed satisfactory when both of the following criteria are met:
    - a. The average of three consecutive compressive-strength tests equals or exceeds specified compressive strength.
    - b. Any individual compressive-strength test result does not fall below specified compressive strength by more than 500 psi.
  6. Testing shall be performed in compliance with Division 01 provisions by an approved testing laboratory at Owner's expense, which shall submit complete reports of tests to General Contractor, Concrete Supplier, Engineer and Owner's representative. Reports of compressive strength tests shall contain project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, weather at time of placement and compressive breaking strength and type of break. An individual having ACI Level 1 Technician certification shall complete testing, including test cylinder production. Site protection of test cylinders shall be made in compliance with ASTM C 31.
  7. If Engineer has reason to believe cylinder strength tests are not representative of strength of concrete in place, he shall require drilled cores to be cut and tested at Contractor's expense. Coring and testing shall be in accordance with ASTM C 42 "Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete". Acceptance or rejection of concrete shall be based on cylinders made from concrete sampled at point of discharge. Impact hammer, sonoscope or other nondestructive device may be permitted, but shall not be used as the sole basis for acceptance or rejection.
  8. Extent of Testing:
    - a. Class A: Trucks shall be tested for air content and slump at truck during discharge. After a consistent slump has been established, alternate slump tests may be a visual estimate. Test reports shall be sent to A/E immediately upon completion.

END OF SECTION

## SECTION 03 31 45

### REPAIR OF STRUCTURAL CONCRETE

#### PART 1 GENERAL

##### 1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.
- B. Related work specified elsewhere:
  - 1. Section 02 41 17 - Removal of Existing Concrete and Surface Preparation
  - 2. Section 03 30 00 - Cast-in-Place Concrete
  - 3. Section 03 37 12 - Guniting
  - 4. Section 03 37 13 - Shotcrete

##### 1.2 SUMMARY

- A. Include materials, labor, services and incidentals necessary for completion of this Section of Work.
- B. Work includes supplying, placing, finishing, and curing concrete over properly prepared existing concrete surfaces as indicated on Drawings and as specified.

##### 1.3 QUALITY ASSURANCE

- A. Pre-Construction Meeting
  - 1. A pre-construction meeting is required with Contractor in order to coordinate work schedule and inspection required by Engineer.
- B. Guarantee
  - 1. Contractor shall assume Total Responsibility Guarantee for Material and Labor.
- C. Installer Qualifications
  - 1. Concrete patching repair work shall be performed under the immediate control of a person experienced in this type of work. The system installer's superintendent assigned to this project shall have a minimum of 5 years experience on projects of similar magnitude and scope and shall be present during system installation.
- D. Inspection
  - 1. Installer must examine substrate and conditions under which work is to be performed and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with work until unsatisfactory conditions have been corrected.

##### 1.4 SUBMITTALS

- A. Manufacturers Data

1. Submit manufacturer's product data for concrete repair materials, indicating physical and chemical characteristics, technical specifications, limitations, installation instructions and general recommendations regarding each material.

## PART 2 PRODUCTS

### 2.1 ACCEPTABLE PRODUCTS

- A. Overhead and Vertical Repair Mortar
  1. "Emaco S88 CI" by BASF
  2. "SikaTop 123 Plus" by Sika
  3. "Duraltop Gel" by The Euclid Chemical Company
  4. Or approved equal with corrosion inhibitor.
- B. Horizontal Repair Mortar
  1. "Emaco S66 CI" by BASF
  2. "SikaTop 111 Plus" by Sika
  3. "Eucocrete Supreme" by The Euclid Chemical Company
  4. Or approved equal
- C. Rebar Coating
  1. "Emaco P24" by BASF
  2. "Sika Armatec 110 EpoCem" by Sika
  3. "Duralprep AC" by The Euclid Chemical Company
  4. Or approved equal.
- D. Consult with manufacturers for product limitations.

## PART 3 EXECUTION

### 3.1 PREPARATION OF SURFACES TO RECEIVE PATCHING CONCRETE

- A. Refer to Specification Section 02 41 17 "Removal of Existing Concrete and Surface Preparation" for requirements.
- B. Remove unsound material, dirt, oil, grease and other bond inhibiting materials.
- C. Remove rust and loose concrete on exposed reinforcing steel by sandblasting.
- D. Concrete substrate shall be saturated surface dry with no standing water prior to application and shall be saturated for a minimum of two hours prior to application.
- E. Conform to additional specific preparation requirements specified by manufacturer or ACI Standard for each patching product as applicable.
- F. Cavities will be examined prior to commencement of patching operations. Sounding the surface shall be part of the examination. Delamination noted during the sounding shall be removed as specified.

- G. Airblasting is required as a final step to remove sand and debris. Debris shall be removed from the site prior to the start of patching.
- H. Coat exposed reinforcing steel with rebar primer. Apply per manufacturer's instructions.

### 3.2 MIXING, APPLICATION, AND FINISHING

- A. Conform to manufacturer's specifications or ACI Standard for each patching product, as applicable.
- B. Install repair mortar over the patch area and work into the substrate with proper finishing tools.
- C. Finished surface shall be struck off flush with existing surfaces. Finish shall match existing or be lightly brushed.

### 3.3 CURING

- A. Concrete shall be maintained above 50°F and in a moist condition for at least the first 7 days after placing.
- B. Curing shall be accomplished by burlap covers kept continuously wet, continuous waterproof paper or 4 mil polyethylene sheeting conforming to ASTM C-171 with edges lapped and tightly sealed by sand, wood planks, pressure-sensitive tape, mastic or glue.
- C. For concrete surfaces receiving no overlay a spray applied curing compound may be used in accordance with ASTM C-309. Two applications shall be made; the second shall be within an hour of the first application.
- D. The concrete shall be sounded by the Contractor in the presence of the Engineer with a chain drag after the curing time. Hollowness shall be corrected by the Contractor by removing the concrete at these locations and recasting at no extra cost to the Owner.
- E. Adequate protection shall be provided for concrete during freezing or near freezing weather. Concrete materials, reinforcement, forms, filler and ground with which concrete is to come in contact shall be free of frost, ice and snow. Whenever air temperature is below 40°F, the minimum temperature of concrete when discharged shall be 65°F and concrete during the required curing period shall be maintained at a temperature not less than 50°F. Throughout heating period concrete shall be kept moist as specified. Placement and curing of concrete during cold weather shall conform to requirements of ACI 306R.
- F. Placement and curing of concrete during hot weather shall be in conformance with the requirements of ACI 305R.

END OF SECTION

## SECTION 03 37 12

### GUNITE

#### PART 1 GENERAL

##### 1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.
- B. The word "Gunite" used in this specification shall mean the dry mix process as described in ACI 506R.
- C. Specification Section 03 37 13 "Shotcrete" which refers to the wet mix process as described in ACI 506R.

##### 1.2 SUMMARY

- A. Include all material, labor, services and incidentals necessary for the completion of this section of the work.
- B. Furnish the necessary equipment and materials to apply gunite patches on the underside of the parking structure slab, columns or beams

##### 1.3 REFERENCES

- A. INDUSTRY STANDARDS, SPECIFICATIONS AND CODES
- B. GENERAL:
  - 1. Comply with all provisions of the following codes and standards except as modified herein.
  - 2. All referenced codes and standards including all revisions and commentaries shall be the most currently adopted as of the date of these contract documents.
- C. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
  - 1. ASTM C-33 Specification for Concrete Aggregate
  - 2. ASTM C-39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
  - 3. ASTM C-42 Standard Method of Obtaining and Testing Drilled Cored and Sawed Beams of Concrete
  - 4. ASTM C-150 Specification for Portland Cement
  - 5. ASTM C-309 Standard Specification for Liquid Membrane - Forming Compounds for Curing Concrete
  - 6. ASTM E-329 Specification for Inspection and Testing Agencies for Concrete, Steel and Bituminous materials as used in Construction
  - 7. Additional ASTM numbers are noted in later text.
- D. AMERICAN CONCRETE INSTITUTE (ACI)
  - 1. ACI 301 Specification for Structural Concrete in Buildings

2. ACI 305 Recommended Practice for Hot Weather Concreting
3. ACI 306 Recommended Practice for Cold Weather Concreting
4. ACI 318 Building Code Requirements for Reinforced Concrete
5. ACI 506 Guide to Shotcrete
6. ACI 506.2 Specification for Materials, Proportioning and Application of Shotcrete
7. Field guide to Concrete Repair Application Procedures:
8. RAP Bulletin # 12 Concrete Repair by Shotcrete Application

#### 1.4 SUBMITTALS

- A. The Contractor shall submit trial mix proportions with compressive strength results as described later in this section.
- B. The Contractor shall submit test results of gunite core tests after each day's gunning as described later in this section.

#### 1.5 APPLICATOR QUALIFICATIONS

- A. The Contractor shall have three years of experience in performing work similar to that shown in the drawings and specifications. The foreman of the gunite crew shall have a minimum of two years' experience as a gunite nozzleman, finisher and gunman. The nozzleman shall have certification or a minimum 3000 hours experience as a nozzleman and completed at least one similar application as a nozzleman.
- B. The Contractor shall submit a list of three projects in which similar work to that specified was successfully completed. This list shall contain the following for each of the three projects:
  1. Project Name
  2. Owner of project
  3. Owner's representative, address and phone number
  4. One-sentence description of work
  5. Cost of this gunite work
  6. Total restoration cost of project
  7. Date of completion
- C. The sum of the costs for gunite work of the five projects provided above shall be a minimum of \$100,000.

#### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Cement shall be stored in weathertight enclosures which shall provide protection from dampness and contamination. Aggregate stockpiles shall be arranged and used in a manner to avoid segregation or contamination with foreign matter or other aggregates. Reinforcement shall be stored so as to avoid contact with the ground.

#### PART 2 PRODUCTS

- A. Contractor's option to use batched material or use of pre-portioned bag mix.



2.2 PRE-PORTIONED BAG MIX

- A. MS-D1 Synthetic Fiber Shotcrete by King Packaged Materials Company, Ontario CA

2.3 CONCRETE TYPE, STRENGTHS AND USES

- A. The minimum compressive strength indicated, based on 3" diameter, 3" long core specimens shall be as follows:

<u>Concrete Type</u>	<u>Strength</u>	<u>Use</u>
Gunite	7 days - 3300 PSI 28 days - 4000 PSI	Beams and underside of slab repair

- B. Ends of the test specimens shall be properly prepared for testing as described in ASTM C-42 "Obtaining and Testing Drilled Cores and Sawed Beams of Concrete".

2.4 MATERIALS

A. CEMENT

1. Shall be Portland Cement conforming to ASTM C-150, Type 1.

B. ADMIXTURES

1. Admixtures shall be submitted to the Engineer for approval.  
2. The total chloride ion content of the mix shall not exceed 0.10% by weight of cement.  
3. Silica fume shall be used in the mix for exterior exposure or a silane sealer with 40% solids shall be applied over the gunite repair.

C. WATER

1. Mixing water shall be fresh, clean and potable.

D. REINFORCING

1. Corroded reinforcing shall be prepared per Section 02 41 17 "Removal of Existing Concrete and Surface Preparation".

E. AGGREGATES

1. Aggregates shall be clean, free of salt and organic impurities and conform to the requirements of ASTM C-33. The combined gradation shall conform to one of the gradations shown below:

GRADATION LIMITS FOR COMBINED AGGREGATE - GRADATION NO.1

<u>Sieve Size U.S. Standard Square Mesh</u>	<u>Percent by Weight Passing</u>
1/2"	-
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10

2.5 MIX PROPORTIONS AND PRECONSTRUCTION TESTING

- A. The required gunite mix shall be developed prior to the actual application of gunite to any surface forming a permanent part of the repair work. A trial mix shall be made with the same ingredients and tested in the same mixing and placing equipment that is proposed for use in the work. The mix design proposed for use, when tested as described below shall have a minimum compressive strength of 3300 PSI at 7 days and 4000 PSI at 28 days.
- B. A sand to cement ratio of 3½ to 4.0 is recommended, the actual mix proportions used will be at the discretion of the Contractor so long as the requirements for strength and proper steel encasement are met. The lowest water-cement ratio compatible with the above parameters is recommended.
- C. Mix designs of each separate mix shall be prepared and the following data shall be submitted to the Engineer for each mix design. The Contractor shall be responsible for costs relating to testing.
  - 1. Sieve analysis for fine and coarse aggregate
  - 2. Test for aggregate organic impurities
  - 3. Proportions of all materials
  - 4. Mixing method
  - 5. Mill certificates for cement
  - 6. Slump at the pump
  - 7. Air content at the pump
- D. Two test panels shall be made using the trial mix by one of the nozzle men expected to work on the job. The panel shall be at least 18" x 18" x 3"; they shall be gunned in an upside-down horizontal position simulating actual field conditions. At least 6 cubes or cores shall be cut from each of the test panels. These specimens shall be cut from the gunited test panels not earlier than 5 days after gunning. The specimens shall be examined by the Engineer for sand pockets or lamination. Three specimens shall be tested for compressive strength at 7 and 28 days. For cube specimens and core cylinders

with a length/diameter ratio less than 2, the minimum compressive strength shall be at least equal to the specified strength divided by 0.85. During storage, the specimens shall be kept continuously moist. Costs for cutting and testing shall be paid by the Owner.

- E. The proportions of materials determined on the basis of developed mix proportions and trial mix testing along with compressive strength data shall be submitted to the Engineer for approval. After approval by the Engineer, these proportions shall be used in the actual application of gunite and shall not be varied without further approval.

## PART 3 EXECUTION

### 3.1 PREPARATION OF CHIPPED-OUT SURFACES TO RECEIVE GUNITE

- A. The Engineer will locate and mark the areas to be repaired.
- B. Refer to section 02 41 17 "Removal of Existing Concrete and Surface Preparation".

### 3.2 EQUIPMENT

#### A. GENERAL

- 1. Placing equipment shall consist of spray nozzle for providing ejection of dry materials and water in the mixture; separate hoses deliver dry materials and water to the nozzle; a suitable machine to introduce the dry materials to the delivery hose under air pressure; and air and water supply systems. The entire system shall be so arranged that the nozzleman may use air and water in any combination to prepare the surfaces or to clean completely. In addition, a separate air hose and blow pipe shall be available to remove dust and rebound during gunite application. Equipment shall be provided to allow application of gunite to all surfaces at a minimum range of one foot from the nozzle.

#### B. WATER SYSTEM

- 1. The water system shall be capable of supplying sufficient quantity at 90 PSI minimum pressure through a regulating valve, easily and accurately controlled by the nozzleman.

#### C. AIR SUPPLY

- 1. The air supply shall be capable of supplying the delivery machine at the pressures and volumes recommended by the manufacturer of the machine. No air supply system shall be used that delivers air contaminated by oil.

#### D. DELIVERY MACHINE

- 1. The delivery machine shall be capable of introducing dry materials to the delivery hose at a uniform rate, with ejection from the nozzle at velocities that apply materials to the treated surface with minimum rebound and maximum adherence and density.

### 3.3 BATCHING AND MIXING

- A. Weight batching shall be used to control mix proportions. With the Engineer's permission, volume batching may be used during gunite operations provided that a minimum of one weight batching check is made every 8 hours for control purposes. Cement may be batched by integral bags.
- B. Aggregate and cement shall be thoroughly mixed in the surface dry state before being deposited in the placing equipment. The moisture content of the combined aggregate at the time of mixing shall meet the approval of the inspector and should be in the range of 3% to 6% of weight of the oven-dry (110°C) aggregate.
- C. The water content of the mix should be such as to produce the minimum slump that can be handled by the pump. A slump in the range of 1½" to 3" at the pump is normally suitable. The applied mix shall be dry enough to prevent sagging or sloughing from the repair surface.

### 3.4 PLACEMENT OF GUNITE

- A. The provisions of "Guide to Shotcrete" (ACI 506) and "Specification for Materials, Proportioning and Application of Shotcrete" (ACI 506.2) should be followed insofar as they apply to the work.
- B. The thickness of any given layer of gunite shall be such as to preclude sagging or falling away. If wind or air currents cause separation of the nozzle stream during placement, gunite shall be discontinued or suitable means shall be provided to screen the nozzle stream.
- C. The surface of freshly placed gunite shall be broomed or scraped to remove any loose material if additional layers of gunite are to be applied thereto after hardening. Such surfaces shall also be dampened before applying succeeding layers.
- D. No gunite shall be placed if drying or stiffening of mix takes place at any time prior to delivery to the nozzle. Under no circumstances shall any rebound or previously expended material be included in the work or used in the gunite mix.
- E. If during the placement of gunite there is any overspray on adjacent surfaces including replacement subsequently to be gunited, all such overspray or rebound shall be removed prior to final set and before placement of gunite on such surfaces.
- F. Gunite which lacks uniformity, exhibits segregation, honeycombing, or lamination, or which contains any dry patches, voids or sand pockets shall be removed and replaced.
- G. The nozzle shall be held at such a distance and angle so that material shall be fully placed behind reinforcement before any material is allowed to accumulate on its face.
- H. Provide alignment wires to establish thickness and plane surfaces. Install alignment wires at corners and offsets not established by form work. Ensure alignment wires are tight, true to line and placed to allow further tightening.

### 3.5 FINISHING

- A. Scraping with a featheredge or screed to remove high spots shall not be done until the gunite has become stiff enough to withstand the pull of the screeding device.
- B. The final surface finish shall be troweled for architectural appearance. The finished surface shall retain the original architectural form. Partial forming of edges and corners with multiple passes of gunite shall be provided as directed by the Engineer.

### 3.6 CURING

- A. Freshly applied gunite shall be protected from premature drying and temperatures below 40F and shall be maintained with minimal moisture loss at a relatively constant temperature.
- B. Gunite shall be kept continuously moist for at least 7 days. The following method shall be used:
  - 1. Apply a curing compound in accordance with ASTM C-309 "Specifications for Liquid Membrane – Forming Compounds for Curing Concrete". Two applications shall be made; the second shall be within an hour of the first application. Curing compounds shall not be used on any surface which additional shotcrete or other cementitious materials are to be bonded. Curing compounds shall be compatible with the surface sealer to be used.

### 3.7 LIMITATIONS OF OPERATIONS

- A. No traffic shall be permitted in the bay above during the gunite work for 48 hours thereafter.
- B. Traffic and pedestrian movement through the work area shall be limited to prevent damage or injury resulting from the work. Adjacent surfaces shall be protected, as much as possible, and shall be cleaned after the gunite work is completed.

### 3.8 FIELD QUALITY CONTROL

- A. Specimens for determining compressive strength shall be made by the Contractor for each 8-hour period that gunite is placed.
- B. A test panel with minimum dimensions of 18" x 18" x 3" shall be gunned in the same position as the work represented and field cured in the same manner as the work. The panels shall be gunned by the nozzleman doing most of the work.
- C. At least three 3" diameter cores or 3" cubes shall be cut from each panel for testing. Panels shall not be removed prior to 12 hours after shotcreting. Specimens shall not be cut until immediately prior to testing. All cutting and testing shall be performed by a qualified approved testing laboratory which meets the requirements of ASTM E-329 and their reports will be sent to the Engineer and the Contractor. Cost for fabrication of the test panel shall be paid for by the Contractor. Cost for cutting and testing shall be paid for by the Owner.

- D. Testing of cores and cubes shall be in accordance with ASTM C-42. Each test report shall contain the following information for each set:
1. Individual test specimen strength, type of failure
  2. Specimen number
  3. Portion of structure represented by the concrete tested
  4. Date cast
  5. Date tested
  6. Concrete properties specified
  7. Notice if tests indicate concrete is not in conformance with specifications.
- E. The specimens shall be tested at an age of 7 days. Strength of concrete shall be considered satisfactory if average of two 7-day tests in each set of cores or cubes equals or exceeds 3300 PSI and neither of the 7-day tests is 500 PSI or more below the specified 7-day strength.
- F. Should results of test not meet preceding requirements associated gunite work will either be rejected by the Engineer or additional testing will be performed at 28 days. If strength acceptance criteria are not met by core tests at 28 days, the Contractor shall remove and replace all questionable areas of concrete at the Contractor's expense. The costs of additional tests shall be paid for by the Contractor.
- G. Contractor may choose to have cores removed and tested from the work in place rather than the test panels at his expense.
- H. The Engineer may perform additional destructive and non-destructive testing to detect voids in the gunite repairs. If any voids are found, the costs of these initial tests as well as all subsequent tests shall be paid by the Contractor. The Contractor shall also remove and replace at no cost to the Owner, all gunite repairs found to contain voids. If no voids are found, the costs of all tests will be paid by the Owner.

END OF SECTION

## SECTION 03 37 13

### SHOTCRETE

#### PART 1 GENERAL

##### 1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.
- B. The word "Shotcrete" used in this specification shall mean the wet mix process as described in ACI 506R.
- C. Related work includes Specification Section 03 37 12 "Guniting" which refers to the dry mix process as described in ACI 506R and Section 02 41 17 "Removal of Existing Concrete and Surface Preparation".

##### 1.2 SUMMARY

- A. Include all materials, labor, services and incidentals necessary for the completion of this section of the work.
- B. Furnish the necessary equipment and materials to apply shotcrete patches on the underside of the parking structure slab, columns or beams.

##### 1.3 REFERENCES

- A. INDUSTRY STANDARDS, SPECIFICATIONS AND CODES
- B. GENERAL
  - 1. Comply with all provisions of the following codes and standards except as modified herein.
  - 2. All referenced codes and standards including all revisions and commentaries shall be the most currently adopted as of the date of these contract documents.
- C. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
  - 1. ASTM C-33 Specification for Concrete Aggregate
  - 2. ASTM C-39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
  - 3. ASTM C-42 Standard Method of Obtaining and Testing Drilled Cored and Sawed Beams of Concrete
  - 4. ASTM C-150 Specification for Portland Cement
  - 5. ASTM C-260 Standard Specification for Air Entrained Admixtures for Concrete
  - 6. ASTM C-309 Standard Specification for Liquid Membrane - Forming Compounds for Curing Concrete
  - 7. ASTM E-329 Specification for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as used in Construction
  - 8. Additional ASTM numbers are noted in later text.

- D. AMERICAN CONCRETE INSTITUTE (ACI)
  - 1. ACI 301 Specification for Structural Concrete in Buildings
  - 2. ACI 305 Recommended Practice for Hot Weather Concreting
  - 3. ACI 306 Recommended Practice for Cold Weather Concreting
  - 4. ACI 318 Building Code Requirements for Reinforced Concrete
  - 5. ACI 506 Guide to Shotcrete
  - 6. ACI 506.2 Specification for Materials, Proportioning and Application of Shotcrete
  - 7. Field Guide to Concrete Repair Application Procedures:
  - 8. RAP Bulletin # 12 Concrete Repair by Shotcrete Application

#### 1.4 SUBMITTALS

- A. The Contractor shall submit trial mix proportions with compressive strength results as described later in this section.
- B. The Contractor shall submit test results of shotcrete core tests after each day's gunning as described later in this section.

#### 1.5 APPLICATOR QUALIFICATIONS

- A. The Contractor shall have three years of experience in performing work similar to that shown in the drawings and specifications. The foreman of the shotcrete crew shall have a minimum of two years experience as a shotcrete nozzleman, finisher and gunman. The nozzleman shall have certification or a minimum 3000 hours experience as a nozzleman and completed at least on similar application as a nozzleman.
- B. The Contractor shall submit a list of three projects in which similar work to that specified was successfully completed. This list shall contain the following for each of the three projects:
  - 1. Project Name
  - 2. Owner of project
  - 3. Owner's representative, address and phone number
  - 4. One-sentence description of work
  - 5. Cost of this shotcrete work
  - 6. Total restoration cost of project
  - 7. Date of completion
  - 8. The sum of the costs for shotcrete work of the five projects provided above shall be a minimum of \$100,000.

#### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Cement shall be stored in weathertight enclosures which shall provide protection from dampness and contamination. Aggregate stockpiles shall be arranged and used in a manner to avoid segregation or contamination with foreign matter or other aggregates. Reinforcement shall be stored so as to avoid contact with the ground.



PART 2 PRODUCTS

- A. Contractor's option to use batched material or use of pre-portioned bag mix.

2.2 PRE-PORTIONED BAG MIX

- A. MS-W1 Synthetic Fiber Shotcrete by King Packaged Materials Company, Ontario CA

2.3 CONCRETE TYPE, STRENGTHS AND USES

- A. The minimum compressive strength indicated, based on 3" diameter, 3" long core specimens shall be as follows:

<u>Concrete Type</u>	<u>Strength</u>	<u>Use</u>
Shotcrete	7 days - 3300 PSI 28 days - 4000 PSI	Beams and underside of slab repair

- B. Ends of the test specimens shall be properly prepared for testing as described in ASTM C-42 "Obtaining and Testing Drilled Cores and Sawed Beams of Concrete".

2.4 MATERIALS

A. CEMENT

- 1. Shall be Portland Cement conforming to ASTM C-150, Type 1.

B. ADMIXTURES

- 1. Admixtures shall be submitted to the Engineer for approval.
- 2. The total chloride ion content of the mix shall not exceed 0.10% by weight of cement.

C. AIR ENTRAINING

- 1. Shall conform to ASTM C-260. The entrained air content shall be controlled in a range of 6% to 8% of total air at the pump.
- 2. Air entraining shall be required for all shotcrete used in exterior applications.

D. WATER

- 1. Mixing water shall be fresh, clean and potable.

E. REINFORCING

- 1. Corroded reinforcing shall be prepared per Section 02 41 17 "Removal of Existing Concrete and Surface Preparation".

F. AGGREGATES

- 1. Aggregates shall be clean, free of salt and organic impurities and conform to the requirements of ASTM C-33. The combined gradation shall conform to one of the gradations shown below:

GRADATION LIMITS FOR COMBINED AGGREGATE - GRADATION NO.1

<u>Sieve Size U.S. Standard Square Mesh</u>	<u>Percent by Weight Passing</u>
1/2"	-
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10

2.5 MIX PROPORTIONS AND PRECONSTRUCTION TESTING

- A. The required shotcrete mix shall be developed prior to the actual application of shotcrete to any surface forming a permanent part of the repair work. A trial mix shall be made with the same ingredients and tested in the same mixing and placing equipment that is proposed for use in the work. The mix design proposed for use, when tested as described below shall have a minimum compressive strength of 3300 PSI at 7 days and 4000 PSI at 28 days.
- B. A sand to cement ratio of 3½ to 4.0 is recommended, the actual mix proportions used will be at the discretion of the Contractor so long as the requirements for strength and proper steel encasement are met. The lowest water-cement ratio compatible with the above parameters is recommended.
- C. Mix designs of each separate mix shall be prepared and the following data shall be submitted to the Engineer for each mix design. The Contractor shall be responsible for costs relating to testing.
  - 1. Sieve analysis for fine and coarse aggregate
  - 2. Test for aggregate organic impurities
  - 3. Proportions of all materials
  - 4. Mixing method
  - 5. Mill certificates for cement
  - 6. Slump at the pump
  - 7. Air content at the pump
- D. Two test panels shall be made using the trial mix by one of the nozzlemen expected to work on the job. The panel shall be at least 18" x 18" x 3"; they shall be gunned in an upside-down horizontal position simulating actual field conditions. At least 6 cubes or cores shall be cut from each of the test panels. These specimens shall be cut from the shotcreted test panels not earlier than 5 days after shotcreting. The specimens shall be examined by the Engineer for sand pockets or lamination. Three specimens shall be

tested for compressive strength at 7 and 28 days. For cube specimens and core cylinders with a length/diameter ratio less than 2, the minimum compressive strength shall be at least equal to the specified strength divided by 0.85. During storage, the specimens shall be kept continuously moist. Costs for cutting and testing shall be paid by the Owner.

- E. The proportions of materials determined on the basis of developed mix proportions and trial mix testing along with compressive strength data shall be submitted to the Engineer for approval. After approval by the Engineer, these proportions shall be used in the actual application of shotcrete and shall not be varied without further approval.

## PART 3 EXECUTION

### 3.1 PREPARATION OF CHIPPED-OUT SURFACES TO RECEIVE SHOTCRETE

- A. The Engineer will locate and mark the areas to be repaired.
- B. Refer to section 02 41 17 "Removal of Existing Concrete and Surface Preparation".

### 3.2 BATCHING AND MIXING

- A. Weight batching shall be used to control mix proportions. With the Engineer's permission, volume batching may be used during shotcreting operations provided that a minimum of one weight batching check is made every 8 hours for control purposes. Cement may be batched by integral bags.
- B. Aggregate and cement shall be thoroughly mixed in the surface dry state before being deposited in the placing equipment. The moisture content of the combined aggregate at the time of mixing shall meet the approval of the inspector and should be in the range of 3% to 6% of weight of the oven-dry (110°C) aggregate.
- C. The water content of the mix should be such as to produce the minimum slump that can be handled by the pump. A slump in the range of 1½" to 3" at the pump is normally suitable. The applied mix shall be dry enough to prevent sagging or sloughing from the repair surface.

### 3.3 PLACEMENT OF SHOTCRETE

- A. The provisions of "Guide to Shotcrete" (ACI 506) and "Specification for Materials, Proportioning and Application of Shotcrete" (ACI 506.2) should be followed insofar as they apply to the work.
- B. The thickness of any given layer of shotcrete shall be such as to preclude sagging or falling away. If wind or air currents cause separation of the nozzle stream during placement, shotcreting shall be discontinued or suitable means shall be provided to screen the nozzle stream.
- C. The surface of freshly placed shotcrete shall be broomed or scraped to remove any loose material if additional layers of shotcrete are to be applied thereto after hardening. Such surfaces shall also be dampened before applying succeeding layers.

- D. No shotcrete shall be placed if drying or stiffening of mix takes place at any time prior to delivery to the nozzle. Under no circumstances shall any rebound or previously expended material be included in the work or used in the shotcrete mix.
- E. If during the placement of shotcrete there is any overspray on adjacent surfaces including replacement subsequently to be shotcreted, all such overspray or rebound shall be removed prior to final set and before placement of shotcrete on such surfaces.
- F. Shotcrete which lacks uniformity, exhibits segregation, honeycombing or lamination, or which contains any dry patches, voids or sand pockets shall be removed and replaced.
- G. The nozzle shall be held at such a distance and angle so that material shall be fully placed behind reinforcement before any material is allowed to accumulate on its face.
- H. Provide alignment wires to establish thickness and plane surfaces. Install alignment wires at corners and offsets not established by form work. Ensure alignment wires are tight, true to line and placed to allow further tightening.

### 3.4 FINISHING

- A. Scraping with a featheredge or screed to remove high spots shall not be done until the shotcrete has become stiff enough to withstand the pull of the screeding device.
- B. The final surface finish shall be troweled for architectural appearance. The finished surface shall retain the original architectural form. Partial forming of edges and corners with multiple passes of shotcrete shall be provided as directed by the Engineer.

### 3.5 CURING

- A. Freshly applied shotcrete shall be protected from premature drying and temperatures below 40°F and shall be maintained with minimal moisture loss at a relatively constant temperature.
- B. Shotcrete shall be kept continuously moist for at least 7 days. The following method shall be used:
  - 1. Applying a curing compound in accordance with ASTM C-309 "Specifications for Liquid Membrane – Forming Compounds for Curing Concrete". Two applications shall be made; the second shall be within an hour of the first application. Curing compounds shall not be used on any surface which additional shotcrete or other cementitious materials are to be bonded. Curing compounds shall be compatible with the surface sealer to be used.

### 3.6 LIMITATIONS OF OPERATIONS

- A. No traffic shall be permitted in the bay above during the shotcreting work for 48 hours thereafter.
- B. Traffic and pedestrian movement through the work area shall be limited to prevent damage or injury resulting from the work. Adjacent surfaces shall be protected as much as possible and shall be cleaned after the shotcrete work is completed.

### 3.7 FIELD QUALITY CONTROL

- A. Specimens for determining compressive strength shall be made by the Contractor for each 8-hour period that shotcrete is placed.
- B. A test panel with minimum dimensions of 18" x 18" x 3" shall be gunned in the same position as the work represented and field cured in the same manner as the work. The panels shall be gunned by the nozzleman doing most of the work.
- C. At least three 3" diameter cores or 3" cubes shall be cut from each panel for testing. Panels shall not be removed prior to 12 hours after shotcreting. Specimens shall not be cut until immediately prior to testing. All cutting and testing shall be performed by a qualified approved testing laboratory which meets the requirements of ASTM E-329 and their reports will be sent to the Engineer and the Contractor. Cost for fabrication of the test panel shall be paid for by the Contractor. Cost for cutting and testing shall be paid for by the Owner.
- D. Testing of cores and cubes shall be in accordance with ASTM C-42. Each test report shall contain the following information for each set:
  - 1. Individual test specimen strength, type of failure
  - 2. Specimen number
  - 3. Portion of structure represented by the concrete tested
  - 4. Date cast
  - 5. Date tested
  - 6. Concrete properties specified
  - 7. Notice if tests indicate concrete is not in conformance with specifications.
- E. The specimens shall be tested at an age of 7 days. Strength of concrete shall be considered satisfactory if average of two 7-day tests in each set of cores or cubes equals or exceeds 3300 PSI and neither of the 7-day tests is 500 PSI or more below the specified 7-day strength.
- F. Should results of test not meet preceding requirements, associated shotcrete work will either be rejected by the Engineer or additional testing will be performed at 28 days. If strength acceptance criteria are not met by core tests at 28 days, the Contractor shall remove and replace all questionable areas of concrete at the Contractor's expense. The costs of additional tests shall be paid for by the Contractor.
- G. Contractor may choose to have cores removed and tested from the work in place rather than the test panels at his expense.
- H. The Engineer may perform additional destructive and non-destructive testing to detect voids in the shotcrete repairs. If any voids are found, the costs of these initial tests as well as all subsequent tests shall be paid by the Contractor. The Contractor shall also remove and replace at no cost to the Owner, all shotcrete repairs found to contain voids. If no voids are found, the costs of all tests will be paid by the Owner.

END OF SECTION

SECTION 05 50 00

METAL FABRICATIONS

PART 1 GENERAL

1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.

1.2 WORK INCLUDED

- A. Include labor, materials, services and incidentals for completion of the Section of Work.
- B. Supply and install Vehicular Barrier railing including base plates and epoxied-in anchors.

1.3 1.03 PERFORMANCE REQUIREMENTS

- A. Thermal Movements: Provide exterior metal fabrications that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient material surfaces.

1.4 SUBMITTALS

- A. Product Data: For the following:
  - 1. Threaded Rod Anchors
  - 2. Epoxy Adhesive
- B. Shop Drawings: Show fabrication and installation details for metal fabrications.
- C. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
- D. Provide templates for anchors and bolts specified for installation under other Sections.
- E. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- F. Welding certificates.
- G. Qualification Data: For professional engineer.

1.5 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to the following:

1. AWS D1.1, "Structural Welding Code--Steel."
2. AWS D1.3, "Structural Welding Code--Sheet Steel."

## 1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of parapet walls and other construction contiguous with metal fabrications by field measurements before fabrication and indicate measurements on Shop Drawings.
1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating metal fabrications without field measurements. Coordinate existing parapet wall and other contiguous construction to ensure that actual dimensions correspond to established dimensions. Provide allowance for trimming and fitting at site.

## 1.7 COORDINATION

- A. Coordinate installation of anchorages for metal fabrications. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete. Deliver such items to Project site in time for installation.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
  2. Products: Subject to compliance with requirements, provide one of the products specified.
  3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
  4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

### 2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces, unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

### 2.3 FERROUS METALS

- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.

- C. Steel Pipe: ASTM A 53/A 53M, standard weight (Schedule 40), unless another weight is indicated or required by structural loads.

## 2.4 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
- B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with hex nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.
- C. Stainless-Steel Bolts and Nuts: Regular hexagon-head annealed stainless-steel bolts, nuts and, where indicated, flat washers; ASTM F 593 (ASTM F 738M) for bolts and ASTM F 594 (ASTM F 836M) for nuts, Alloy Group 1 (A1).
- D. Anchor Bolts: ASTM F 1554, Grade 36.
  - 1. Provide hot-dip or mechanically deposited, zinc-coated anchor bolts where item being fastened is indicated to be galvanized.
- E. Machine Screws: ASME B18.6.3 (ASME B18.6.7M).
- F. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- G. Plain Washers: Round, ASME B18.22.1 (ASME B18.22M).
- H. Lock Washers: Helical, spring type, ASME B18.21.1 (ASME B18.21.2M).
- I. Expansion Anchors: Anchor bolt and sleeve assembly with capability to sustain, without failure, a load equal to four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
  - 1. Material for Anchors in Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B 633, Class Fe/Zn 5.
  - 2. Material for Anchors in Exterior Locations: Alloy Group 1 (A1) stainless-steel bolts complying with ASTM F 593 (ASTM F 738M) and nuts complying with ASTM F 594 (ASTM F 836M).

## 2.5 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Shop Primers: Provide primers that comply with Division 09 painting Sections.
- C. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79.
  - 1. Use primer with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).



2. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- D. Zinc-Rich Primer: Complying with SSPC-Paint 20 or SSPC-Paint 29 and compatible with topcoat.
1. Use primer with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24). Products:
    - a. Benjamin Moore & Co.; Epoxy Zinc-Rich Primer CM18/19.
    - b. Carboline Company; Carbozinc 621.
    - c. ICI Devoe Coatings; Catha-Coat 313.
    - d. International Coatings Limited; Interzinc 315 Epoxy Zinc-Rich Primer.
    - e. PPG Architectural Finishes, Inc.; Aquapon Zinc-Rich Primer 97-670.
    - f. Sherwin-Williams Company (The); Corothane I GalvaPac Zinc Primer.
    - g. Tnemec Company, Inc.; Tneme-Zinc 90-97.
- E. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.
- F. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for exterior applications. Products:
1. Euclid, Dry Pack Grout
  2. Sika, Sika Grout 212
  3. Or approved equal
- G. Concrete Materials and Properties: Comply with requirements in Division 03 Section "Cast-in-Place Concrete" for normal-weight, air-entrained, ready-mix concrete with a minimum 28-day compressive strength of 4000 psi, unless otherwise indicated.

## 2.6 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm), unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work true to line and level with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  2. Obtain fusion without undercut or overlap.

3. Remove welding flux immediately.
  4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) screws or bolts, unless otherwise indicated. Locate joints where least conspicuous.
  - G. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
  - H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
  - I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

## 2.7 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction, unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction retained by framing and supports. Cut, drill, and tap units to receive hardware, hangers, and similar items.
- C. Galvanize miscellaneous framing and supports where indicated.
- D. Prime miscellaneous framing and supports with zinc-rich primer where indicated.

## 2.8 LOOSE BEARING AND LEVELING PLATES

- A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.
- B. Galvanize plates after fabrication.
- C. Prime plates with zinc-rich primer.

## 2.9 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Finish metal fabrications after assembly.

## 2.10 STEEL AND IRON FINISHES

- A. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed metal fabrications:
  - 1. Exteriors (SSPC Zone 1B) and Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
  - 2. Interiors (SSPC Zone 1A): SSPC-SP 3, "Power Tool Cleaning."
- B. Shop Priming: Apply shop primer to uncoated surfaces of metal fabrications, except those with galvanized finishes and those to be embedded in concrete, sprayed-on fireproofing, or masonry, unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

## PART 3 EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

### 3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

### 3.3 INSTALLING BEARING AND LEVELING PLATES

- A. Clean concrete bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.
- B. Set bearing plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with grout.
  - 1. Use nonshrink nonmetallic grout, in concealed locations where not exposed to moisture; use nonshrink, nonmetallic grout in exposed locations, unless otherwise indicated.
  - 2. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

### 3.4 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
  - 1. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.
- B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Division 09 painting Sections.
- C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION

## SECTION 07 92 00

### JOINT SEALANTS

#### PART 1 GENERAL

##### 1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.

##### 1.2 SUMMARY

- A. Include materials, labor, services and incidentals necessary for completion of this Section of Work.
- B. Sealants are required at, but are not necessarily limited to the following general locations:
  - 1. Routed random cracks, concrete control joints and construction joints.
  - 2. Masonry and concrete control joints exterior and interior.
  - 3. Isolation joints between structure and other elements.
  - 4. Joints at penetrations of walls, decks and floor by piping and other services and equipment.
  - 5. Joints between items of equipment and other construction.
  - 6. Around hollow metal windows.
  - 7. Joints associated with flashing and sheet metal.
  - 8. Specific drawing details requiring caulking. Wherever caulking is called for on Drawings it shall mean "sealant".

##### 1.3 QUALITY ASSURANCE

- A. Applicator Qualifications
  - 1. Contractor shall have a minimum of 3 years of experience in performing work similar to that shown in Drawings and Specifications.
- B. Guarantee
  - 1. The completed installation shall be guaranteed jointly and severally on a single document, by sealant manufacturer and installer agreeing to repair or replace sealants which fail to perform as airtight and watertight joints or fail in joint adhesion, cohesion, abrasion resistance, weather resistance, extrusion resistance, migration resistance, stain resistance or general durability or appear to deteriorate in other manner not clearly specified by submitted manufacturer's data as an inherent quality of material for exposure indicated.
  - 2. Guarantee period shall be 5 years.

##### 1.4 SUBMITTALS

- A. Manufacturer's Data
  - 1. Submit manufacturer's specifications, recommendations and installation instructions for each type of sealant, caulking compound and associated miscellaneous material required. Include manufacturer's published data, letter of

certification or certified test laboratory report indicating each material complies with requirements and is intended generally for applications shown. Show by transmittal that 1 copy of each recommendation and instruction has been distributed to installer.

- B. Guarantee
  - 1. Submit sample copy prior to start of work.
- C. Samples
  - 1. Submit samples of each color required for each type of sealant or caulking compound exposed to view. Compliance with other requirements is exclusive responsibility of Contractor.
- D. Applicator Qualifications
  - 1. Contractor shall submit a list of 5 projects in which similar work to that specified was successfully completed. List shall contain the following for each of the 5 projects:
    - a. Project name
    - b. Owner of project
    - c. Owner's representative, address and telephone number
    - d. One-sentence description of work
    - e. Cost of portion of work similar to that specified in this section
    - f. Total restoration cost of projects
    - g. Date of completion of work
  - 2. The sum of costs of the projects shall be a minimum of \$50,000.00.

## PART 2 PRODUCTS

### 2.1 SEALANT

- A. Traffic-bearing, 2 component, Type 1 self-leveling, as applicable, unmodified polyurethane sealant containing no asphalt, fillers or plasticizers. Follow manufacturer's previously submitted recommendations for type required at joints. Sealants shall conform to Federal Specification TT-S-00227E.
  - 1. Acceptable Productions and Manufacturers:
    - a. For slab cracks and joints subject to vehicular traffic:
      - 1) "Sikaflex-2C NS/SL" by Sika
      - 2) "Sonolastic NP2/SL2" by Sonneborn
      - 3) "THC-900/901 for self leveling by Tremco
      - 4) "Dymeric 240 FC for gun grade by Tremco
      - 5) or approved equal
    - b. For joints not subject to vehicular traffic including exterior façade sealants or where noted as such:
      - 1) "Sikaflex - 15 LM" by Sika
      - 2) "Sonolastic 150" by Sonneborn
      - 3) "dymonic FC by Tremco
    - c. Sealant color will be chosen at time of construction from manufacturer's standard color pallet.

## 2.2 JOINT CLEANER

- A. Provide type of joint cleaning compound recommended by sealant or caulking compound manufacturer for joint surfaces to be cleaned.

## 2.3 JOINT PRIMER/SEALER

- A. Provide type of joint primer/sealer recommended by the sealant manufacturer for joint surfaces to be primed or sealed.

## 2.4 BOND BREAKER TAPE

- A. Polyethylene tape or other plastic tape as recommended by sealant manufacturer shall be applied to sealant-contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape wherever applicable.

## 2.5 SEALANT BACKER ROD

- A. Compressible rod stock polyethylene foam, polyethylene jacketed polyurethane foam or other flexible, permanent, durable non-absorptive material as recommended for compatibility with sealant by sealant manufacturer which control joint depth for sealant placement, break bond of sealant at bottom of joint, form optimum shape of sealant bead on back side and provide a highly compressible backer to minimize possibility of sealant extrusion when joint is compressed. Backer rod shall be at least 1/4 inch larger than width of joint.

## PART 3 EXECUTION

### 3.1 PRE-INSTALLATION MEETING

- A. The installer, Engineer, sealant manufacturer's technical representative and other trades involved in coordination with sealant work shall meet with Contractor at Project Site to review procedures and time schedule proposed for installation of sealants and coordination with other work. Review each major sealant application required on the Project.

### 3.2 WEATHER CONDITIONS

- A. Do not proceed with installation of sealants under adverse weather conditions or when temperatures are below or above manufacturer's recommended limitations for installation. Proceed with work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength. Coordinate time schedule with Contractor to avoid delay of project.

### 3.3 JOINT SURFACE PREPARATION

- A. Removal of sealants by means of waterblasting is not permitted.
- B. Complete removal of existing sealant is required prior to installation of new sealants.

- C. At location of weld plate or flange connectors, sandblast exposed steel to near white metal condition and coat with zinc rich coating. Install bond breaker tape over horizontal steel surface prior to sealant installation.
- D. Clean joint surfaces immediately before installation of sealant or caulking compound. Grind or sandblast joint blackouts to remove dirt, coatings, existing sealant, moisture and other substances which interfere with bond of sealant or caulking compound.
- E. Installer must examine joint surfaces, backing and anchorage of units forming sealant rabbet and conditions under which sealant work is to be performed and notify Contractor in writing of conditions detrimental to proper and timely completion of work and performance of sealants. Do not proceed with sealant work until unsatisfactory conditions have been corrected in a manner acceptable to installer.

### 3.4 INSTALLATION

- A. Comply with sealant manufacturer's printed instructions except where more stringent requirements are shown or specified and except where manufacturer's specific recommendations directs otherwise.
- B. Contractor shall saw and grind surface of cracks and joints. Edges of cracks or joints to be sealed shall be of sound substrate. Prior to installing sealant, surfaces shall be cleaned of foreign debris and edges ground. Joint edges shall be slightly rounded. Rout out random cracks to a nominal depth of 3/8" and a width of 1/4"
- C. Prime or seal joint surfaces wherever shown or recommended by the sealant manufacturer. Do not allow primer or sealant to spill or migrate onto adjoining surfaces.
- D. Install backer rod for sealants except where specifically noted to be omitted or recommended to be omitted by sealant manufacturer for application shown.
- E. Install bond breaker tape wherever required by manufacturer's recommendations
- F. Employ only proven installation techniques so sealants will be deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface slightly below adjoining surfaces. Where horizontal joints are between a horizontal surface and a vertical surface, fill joint to form a slight cove so joint will not trap moisture and dirt.
- G. Install sealant to depths as recommended by sealant manufacturer.

### 3.5 CURE AND PROTECTION

- A. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability.



- B. Installer shall advise Contractor of procedures required for the curing and protection of sealants and caulking compounds during construction period to avoid deterioration or damage (other than normal wear and weathering) prior to time of Owner's acceptance.
- C. After completion of sealant work, Contractor shall water test structure and demonstrate to the satisfaction of Engineer that the structure is waterproofed.

END OF SECTION

## SECTION 07 95 10

### VEHICULAR EXPANSION JOINT

#### PART 1 GENERAL

##### 1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.
- B. Related work specified elsewhere:
  - 1. Section 03 30 00 - Cast-in-Place Concrete
  - 2. Section 05 50 00 - Metal Fabrication
  - 3. Section 07 92 00 - Joint Sealant

##### 1.2 SUMMARY

- A. The work shall consist of furnishing and installing expansion joints in accordance with the details shown on the plans and the requirements of the specifications.
- B. The joints are proprietary designs utilizing extruded elastomeric seals, heavy duty molded base members, polyurethane bedding compounds and polyurethane sealants.

##### 1.3 SUBMITTALS

- A. Template Drawings - Submit typical expansion joint cross-section(s) indicating pertinent dimensioning, general construction, component connections, and anchorage methods.

##### 1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver products in each manufacturer's original, intact, labeled containers and store under cover in a dry location until installed.
- B. Store off the ground, protect from weather and construction activities.

##### 1.5 ACCEPTABLE MANUFACTURER

- A. All joints shall be as designed and manufactured by Watson Bowman Acme, 95 Pineview Drive, Amherst, New York 14228.
- B. Alternate manufacturers and their products will be considered, provided they meet the design concept and are produced of materials that are equal to or superior to those called for in the base product specification.
- C. Any proposed alternate systems must be submitted and approved days prior to the bid. All post bid submittals will not be considered. This submission shall be in accordance with materials and substitutions
  - 1. Any manufacturer wishing to submit for prior approval must provide the following:

- a. A working 6" sample of the proposed system with a letter describing how system is considered superior to the specified system.
  - b. Letter from approved independent laboratory stating that the proposed product's physical properties and design meet the requirements of the project specification.
  - c. A project proposal drawing that illustrates the recommended alternate system installed in the concrete deck that is specific to the project. Typical catalog cut sections will not be considered.
  - d. Verifiable list of prior installations showing successful experience with the proposed systems.
  - e. Any substitution products not adhering to all specification requirements within, will not be considered.
- D. Bidders are presumed by the specifier to furnish the materials specified in lated sections unless the bidder clearly stipulates in their bid form their intent to use an alternate material.

The bidder must otherwise clearly submit with the bid, which of the specified products the bid is based upon. Upon award of the project, the bidder will be required to utilize the product that was stipulated in their bid.

As an alternate, bidders may elect to use an expansion control system other than the one specified, however, the bidder is required to submit all supporting information mentioned in Section 1.04C, including the manufacturers' joint and several performance warranty, at the scheduled bid opening. The specifier reserves the right to require any bidder to submit supplementary or additional information after bids are opened before approving alternatives. A bidder intending to use an alternative system shall not be eligible for award unless the supporting information has been submitted to the specifier at bid opening and approved prior to award.

## 1.6 QUALITY ASSURANCE

- A. Manufacturer: Shall be ISO-9001:2008, RC14001:2008 certified and shall provide written confirmation that a formal Quality Management System and Quality Processes have been adopted in the areas of, (but not limited to) engineering, manufacturing, quality control and customer service for all processes, products and their components. Alternate manufacturers will be considered provided they submit written proof that they are ISO 9001:2008, RC14001:2008 certified prior to the project bid date. Manufacturers in the process of obtaining certification will not be considered.
- B. Warranty: The expansion control system shall be warranted when installed by the manufacturer's factory trained installer. Installation shall be in strict accordance with manufacturer's technical specifications, details, installation instructions and general procedures in effect for normal intended usage and suitable applications under specific design movements and loading conditions.
- C. Manufacturer: Shall have a minimum ten (10) years experience specializing in the design and manufacture of expansion control systems.

- D. Application: The specified expansion control system(s) shall be installed by the manufacturer's factory trained installer.

## PART 2 PRODUCT

### 2.1 GENERAL

- A. Provide watertight Heavy Duty Expansion Control System that is capable of accommodating HS-20 loading requirements. Utilize steel reinforced premolded ethylene propylene diene monomer (EPDM) Anchor Blocks with integrated bolt hole cavities and tongue and groove end connections. Incorporate a continuous elastomeric membrane gland designed with integral side flanges to accommodate the required movement and watertightness. Gland shall comply with ADA guidelines to accept pedestrian traffic. Install all components utilizing manufacturer's polyurethane sealant for complete installation. Alternate systems utilizing anchor blocks without steel insert reinforcement or designs that incorporate metal slide plates will not be permitted.
- B. Furnish Wabo® ElastoFlex Expansion Control System designed for heavy duty interior traffic conditions as manufactured by Watson Bowman Acme and as indicated on drawings.

### 2.2 COMPONENTS AND MATERIALS

- A. Elastomeric Anchor Block - Provide 6'-0" standard panel designed with non-slip exposed surfaces, integrated bolt hole cavities and tongue and groove end connections. The panel shall be molded utilizing EPDM meeting the properties as called for in ASTM D2000 as the base compound with a preformed steel shape suspended in the elastomeric material to provide reinforcement. Anchor blocks extruded from thermoplastic compounds will not be permitted.
- B. Wabo®ElastoFlex Gland
  - 1. Model "EFJ" - Provide continuously extruded thermoplastic profile designed and offered in multiple nominal widths to accommodate various structural joint sizes and movement requirements. The profile shall be multi-cellular and designed to accept pedestrian traffic. When installed the top surface of the seal profile shall be non-slip and provide a suitable transition across the joint opening that complies with ADA guidelines. Material shall be Santoprene or manufacturer's alternate material exhibiting a shore A hardness of 67 +/- 3.
- C. Bolt Cavity Sealant - Utilize Wabo®Crete II
  - 1. Bolt hole cavities shall be filled using Wabo®Crete II ambient cure elastomeric material meeting manufacturers standard product requirements. Contractor to ensure that elastomeric anchor blocks are dry from moisture prior to placement of material.
- D. Edge Void Sealant - Utilize NP1 Sealant
  - 1. It is a one part polyurethane moisture cure sealant conforming to federal specification TT-S-00230C Type II. For interior applications Wabo®Crete II may be utilized as an optional edge void material by reducing the aggregate mix

by 50 percent. Contractor shall ensure that elastomeric anchor blocks are free from moisture prior to placement of material.

- E. Bedding Compound – Utilize NP1 Sealant
  - 1. Utilize NP1 Sealant and apply as a bedding material to the blockout base prior to placement of Wabo®ElastoFlex gland. It is a one part polyurethane moisture cure sealant conforming to federal specification TT-S-00230C Type II.

Physical Properties at 24°C ± 1°C (75°F ± 2°F)

Characteristic	Result	ASTM Test Method
Peel Adhesion	30 pli	C794
Tensile Yield	350 psi	D412
Elongation	800%	D412
Sag	None	C639
Service T Range	-40°F to 180°F	
Water Resistance	Passes	AAMA 800
Skin Time	30-45 min at 50% RH	
Cure Time	24-48 hours at 50% RH	

- F. Anchors - Provide 5/8” diameter x 4½” long manufacturer’s recommended injection adhesive anchor with assembly hardware at 12” o.c. maximum spacing. Threaded bolt shall conform to ASTM A36 and be free of oils. Install anchors in strict accordance with manufacturer’s instructions in sound concrete with 3 ¼ inch anchor embedment.
- G. Blockout Repair - Utilize a single component rapid strength repair mortar.
- H. Accessories - Provide necessary and related parts required for complete installation.
- I. Fire Barrier Assembly (if required) - Designed for indicated or required dynamic structural movement without material degradation or fatigue. Tested in maximum joint width conditions with a field splice as a component of the expansion joint cover in accordance with ASTM E-119 at full rated period by a nationally recognized testing and inspecting organization. Supply Wabo®FlameGuard II or Wabo®ThermoShield Fire Barrier as governed by joint opening and fire rating.

2.3 FABRICATION

- A. Premolded Anchor Blocks to be shipped in standard 6 ft. lengths and shall be cut to length on jobsite where required. Anchor blocks shall be miter cut in the field to conform to directional changes unless otherwise contracted with expansion joint manufacturer.
- B. Wabo®ElastoFlex Glands shall be shipped in the longest practical continuous length on manufacturer’s standard shipping pallet.
- C. Sealants, Bedding Compounds and Anchors shall be shipped in manufacturer’s standard cartridge or carton.

- D. Fire Barriers - Ship manufacturer's standard assembly and components for the required hourly rating.

#### 2.4 FINISHES (STANDARD)

- A. All components shall be supplied in standard color: Black.

### PART 3 EXECUTION

#### 3.1 INSTALLATION

- A. Install Expansion Control System utilizing manufacturer's blockout repair material.
- B. Protect all expansion joint component parts from damage during installation of adjacent materials and thereafter until completion of structure.
- C. Expansion Joint systems shall be installed in strict accordance with the manufacturer's typical details and instructions along with the advice of their qualified representative.
- D. Expansion joint systems shall be set to the proper width for the ambient temperature at the time of installation. This information is indicated in the contract plans.

#### 3.2 CLEAN AND PROTECT

- A. Protect system and its components during construction. After work is complete in adjacent areas clean exposed surfaces with a suitable cleaner that will not harm or attack the elastomeric material.

END OF SECTION

## SECTION 33 44 00

### STORM UTILITY WATER DRAINS (PRECST TRENCH DRAIN SYSTEMS)

#### PART 1 GENERAL

##### 1.1 RELATED WORK

- A. Applicable provisions of Division 01 shall govern work of this section.

##### 1.2 SUMMARY

- A. Section Includes: Surface drainage, including precast trench drain systems.

##### 1.3 REFERENCES

- A. Deutsches Institut für Normung e.V. (German Standards Institute) (DIN):
  - 1. DIN 19580 Dec 1988; Surface Water Drainage Channels for Traffic Areas; Classification, Design, Marking, Classes A15 to F900.
- B. American Society of Mechanical Engineers (ASME):
  - 1. ASME A112.21.1M Floor Drains.

##### 1.4 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide trench drain system which has been manufactured and installed to withstand dynamic wheel loads and to maintain performance criteria stated by manufacturer without defects, damage or failure.

##### 1.5 SUBMITTALS

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 01 Submittal Procedures Section.
- B. Product Data: Submit product data and installation instructions including manufacturer's SPEC-DATA product sheet, for specified products.
- C. Shop Drawings: Submit shop drawings showing layout, profiles and product components, including anchorage, accessories, finish colors, patterns and textures.
- D. Samples: Submit selection and verification samples for finishes, colors and textures.
- E. Quality Assurance Submittals: Submit the following:
  - 1. Test Reports: Certified test reports showing compliance with specified performance characteristics and physical properties.
  - 2. Certificates: Product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.
  - 3. Manufacturer's Field Reports: Manufacturer's field reports specified herein.

- F. Closeout Submittals: Submit the following:
  - 1. Warranty: Warranty documents specified herein.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project.
- B. Preinstallation Meetings: Conduct preinstallation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements. Comply with Division 01 Project Management and Coordination (Project Meetings) Section.

#### 1.7 DELIVERY, STORAGE & HANDLING

- A. General: Comply with Division 01 Product Requirements Sections.
- B. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- D. Storage and Protection: Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer.

#### 1.8 PROJECT CONDITIONS

- A. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.

#### 1.9 WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under Contract Documents.
  - 1. Warranty Period: 12 months commencing on Date of Substantial Completion or 24 months from date of purchase, whichever is sooner.

### PART 2 PRODUCTS

#### 2.1 PRECAST TRENCH DRAIN SYSTEMS

- A. Manufacturer: ACO Polymer Products, Inc.



1. Contact: PO Box 245, 12080 Ravenna Road, Chardon, OH 44024; Telephone: (800) 543-4764, (440) 285-7000; Fax: (440) 285-7005; E-mail: info@acousa.com; website: www.acousa.com.
- B. Proprietary Products/Systems. Precast Trench Drain Systems, including the following:
  1. ACO Drain K100S Polymer Concrete System:
    - a. Material: Polymer concrete.
    - b. Channels: 4 inches (100 mm) internal width
    - c. Length: 39.37 inches (1 m) neutral/sloped
    - d. Slope: 0.6% sloped
    - e. Metal Edge Rail: Galvanized steel
    - f. Grates: 435 galvanized steel, slotted
    - g. Grate Locking System: QuickLok
    - h. Grate Load Class: Class D400 - 89,920 lb/1859 psi (40,824 kg/12,809 kPa) in compliance with DIN 19580
    - i. Catch Basins: Type 900
    - j. Outlets: Channel bottom drill-out for [4 inches (100 mm)] [6 inches (150 mm)] schedule 40 pipe.
    - k. Accessories: [Inlet/Outlet/Closing end cap with 4 inches (100 mm) schedule 40 outlet] [Inlet/Outlet end caps with 6 inches (150 mm) schedule 40 outlet].

## 2.2 PRODUCT SUBSTITUTIONS

- A. Substitutions: No substitutions permitted.

## PART 3 EXECUTION

### 3.1 MANUFACTURER'S INSTRUCTIONS

- A. Comply with manufacturer's product data, including product technical bulletins, product catalog, installation instructions and installation section drawings.

### 3.2 EXAMINATION

- A. Site Verification of Conditions: Verify that conditions of substrates previously installed under other sections are acceptable for product installation in accordance with manufacturer's instructions.

### 3.3 PREPARATION

- A. Surface Preparation: Ensure ground conditions are suitable. Poor site conditions require engineering advice.

### 3.4 INSTALLATION

- A. Precast Trench Drain System Installation: Ensure channels are surrounded on all 3 sides by concrete of minimum 3000 psi (20,670 kPa) compressive strength. Check relevant installation section drawings for dimensions required.

- B. Related Products Installation: Refer to other sections in Related Sections paragraph herein for related products installation.

### 3.5 FIELD QUALITY CONTROL

- A. Inspection:
  - 1. Ensure grates are in correct position and captive.
  - 2. Ensure pipe and outlet connections are cleared and checked.
- B. Manufacturer's Field Services: Upon Owner's request, provide manufacturer's field service consisting of product use recommendations and periodic site visit for inspection of product installation in accordance with manufacturer's instructions.

### 3.6 CLEANING

- A. Cleaning: Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance. Remove construction debris from project site and legally dispose of debris.

### 3.7 PROTECTION

- A. Protection: Protect installed product and finish surfaces from damage during subsequent construction.

END OF SECTION