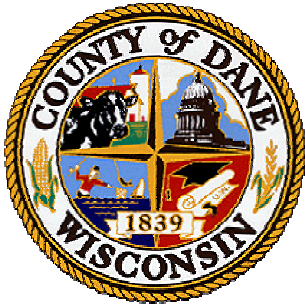


**RFB NO. 108069**



## **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. 108069 VETERANS MEMORIAL COLISEUM ROOF REPLACEMENTS ALLIANT ENERGY CENTER 1919 ALLIANT ENERGY CENTER WAY MADISON, WISCONSIN**

Opening Date: **THURSDAY, JUNE 19, 2008**

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

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

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

Location: **PUBLIC WORKS OFFICE**

---

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

JOHN SCHRAUFNAGEL, PROJECT ENGINEER  
TELEPHONE NO.: 608/266-4798  
FAX NO.: 608/267-1533  
E-MAIL: SCHRAUFNAGEL@CO.DANE.WI.US

## **DOCUMENT INDEX FOR RFB NO. 108069**

### **PROCUREMENT AND CONTRACTING REQUIREMENTS**

Project Manual Cover Page  
Documents Index and Dane County Vendor Registration Program  
Invitation to Bid (Legal Notice)  
Instructions to Bidders  
Alliant Energy Center Scheduled Events  
Bid Form  
Fair Labor Practices Certification  
Best Value Contracting Application  
Sample Public Works Contract  
Sample Bid Bond  
Sample Performance Bond  
Sample Payment Bond  
General Conditions of Contract  
Supplementary Conditions  
Prevailing Wage Rate Determination Forms  
Qualification Questionnaire

### **DIVISION 1 - GENERAL REQUIREMENTS**

00600 - Sample Storage Agreement  
01000 - Basic Requirements  
01090 - References  
01091 - Definitions  
01300 - Submittals  
01400 - Quality Requirements  
01500 - Temporary Facilities and Controls  
01508 - Recycling

### **DIVISION 2 – SITE CONSTRUCTION**

02070 - Demolition

### **DIVISION 3 - CONCRETE**

NOT USED

### **DIVISION 4 - MASONRY**

NOT USED

### **DIVISION 5 - METALS**

NOT USED

### **DIVISION 6 - WOOD AND PLASTICS**

06010 - General Carpentry

### **DIVISION 7 – THERMAL AND MOISTURE PROTECTION**

07205 - Insulation  
07542 - Thermoplastic Membrane Roofing – Mechanically Attached  
07620 – Sheet metal flashing, Trim and Wall Panels

### **DIVISION 8 – DOORS AND WINDOWS**

NOT USED

### **DIVISION 9 - FINISHES**

NOT USED

**DIVISION 10 - SPECIALTIES**

NOT USED

**DIVISION 11 - EQUIPMENT**

NOT USED

**DIVISION 12 - FURNISHINGS**

NOT USED

**DIVISION 13 – SPECIAL CONSTRUCTION**

NOT USED

**DIVISION 14 – CONVEYING SYSTEMS**

NOT USED

**DIVISION 15 - MECHANICAL**

NOT USED

**DIVISION 16 - ELECTRICAL**

NOT USED

**DRAWINGS**

Dome and Attached Roofs – Roof Plan and Details (1 of 4)

Dome and Attached Roofs – Details (2 of 4)

Dome and Attached Roofs – Details (3 of 4)

Dome and Attached Roofs – Details (4 of 4)

Service Building – Roof Plan and Details (1 of 2)

Service Building – Details (2 of 2)

**DANE COUNTY VENDOR REGISTRATION PROGRAM**

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

**LEGAL NOTICE**

**INVITATION TO BID**

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

**2:00 P.M., THURSDAY, JUNE 19, 2008**

**REQUEST FOR BIDS NO. 108069  
VETERANS MEMORIAL COLISEUM ROOF REPLACEMENTS  
ALLIANT ENERGY CENTER  
1919 ALLIANT ENERGY CENTER WAY  
MADISON, WISCONSIN**

Dane County is inviting Bids for construction services. The project requires re-roofing the Veterans Memorial Coliseum main dome roof, hat brim roofs, porch roofs, and the adjacent service building at the Alliant Energy Center at 1919 Alliant Energy Center Way.

Mandatory pre-bid meeting will be held on Thursday, June 12, 2008 at 10:00 A.M. at the Dane County Public Works, Highway and Transportation office at 1919 Alliant Energy Center Way.

Request for Bids package may be obtained on **Thursday, May 29, 2008** at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608/266-4018, or downloading it from [www.countyofdane.com/pwht/bid/logon.aspx](http://www.countyofdane.com/pwht/bid/logon.aspx). Please call John Schraufnagel, Project Engineer, at 608/266-4798, for any questions or additional information.

All Bidders wishing to submit Bids should be registered vendor with Dane County Purchasing & prequalified as Best Value Contractor before bid opening & must be registered & prequalified before award of contract. Complete Vendor Registration Form at [www.danepurchasing.com](http://www.danepurchasing.com) or obtain one by calling 608/266-4131

**PUBLISH: THURSDAY, MAY 29 & JUNE 5, 2008 - WISCONSIN STATE JOURNAL  
MONDAY, JUNE 2 & 9, 2008 - WESTERN BUILDER**

## **INSTRUCTIONS TO BIDDERS**

### **TABLE OF CONTENTS**

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

#### **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. Mandatory pre-bid meeting is scheduled on Thursday, June 12, 2008 at 10:00 AM at the Dane County Public Works, Highway & Transportation office at 1919 Alliant Energy Center Way. Other subcontractors to bidders are encouraged to attend.
- D. Failure to visit site or failure to examine any and all Construction Documents will in no way relieve successful Bidder from necessity of furnishing any necessary materials or equipment, or performing any work, that may be required to complete the Work in accordance with Drawings and Specifications. Neglect of above requirements will not be accepted as reason for delay in the Work or additional compensation.

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

- A. Drawings and Specifications that form part of this Contract, as stated in Article 1 of General Conditions of Contract are enumerated in Document Index of these Construction Documents.
- B. Complete sets of Drawings and Specifications for all trades will be 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 Opening. Bidders shall bring inadequacies, omissions or conflicts to County or Architect / Engineer's attention at least ten (10) days before Bid Opening. 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. County Engineer will not be responsible for verbal instructions.

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

- A. Before award of Contract can be approved, County 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 County 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. County reserves right to reject Bid if evidence submitted by, or investigation of, bidder fails to satisfy County 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 Opening.
- 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 lowest qualified, responsible bidders, will be returned to their makers within three (3) days after Bid Opening. 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 Opening, 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 Opening 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 County within seventy-two (72) hours of Bid Opening.

## **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 \$7,500.00 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 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 twenty-four (24) hours after Bid Opening 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 twenty-four (24) hours after Bid Opening. Bidder who fails to submit Emerging Small Business Report shall be deemed not responsive.
- D. **ESB Goal.** Ten percent (10%) ESB participation is goal of this project. 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 Opening 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 Opening.

- 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. County 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 Statue 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 will be rejected if receipt of any particular addendum applicable to award of Contract has not been acknowledged on Bid Form.
- F. All bidders are encouraged to submit their bids in special printed bid envelope available at Dane County Public Works, Highway & Transportation Department - Public Works Engineering Division. Bids submitted in any other type of envelope run risk of not being identified as bid and County shall not be liable therefore in any respect. Bids shall be signed, sealed and delivered at place and before time of closing designated in Invitation to Bid, and identified with project name, bid number, location, category of work being bid upon, Bid Opening date, name and address of bidder.
- G. Bidder shall be responsible for sealed Bid being delivered to place designated for Bid Opening 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.

### **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. Bidder shall state amount that is included in Base Bid for all equipment, materials and labor required to complete the Work described. Informational bids are amounts requested for accounting purposes and for allocation of funds only. It is not intended to omit any of the Work described or related items from this project.
- B. Description of requested Informational Bids, if any, is as set forth in Construction Documents.

## **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. County 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 COUNTY**

- 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 24 hours after Bid Opening.

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

\_\_\_\_\_

BID NO.: \_\_\_\_\_ BID OPENING 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

**Alliant Energy Center  
M-F Scheduled Events for the Coliseum as of 4/14/08**

The following is a list of scheduled events as of 4/14/08. This listing includes some tentative events that may not happen. Events will be continually added and cancelled throughout the course of the construction project, so the contractor must be flexible regarding work schedules. Most events take place on evenings and weekends. Contractor must work with the Alliant Energy Center staff to coordinate work dates and times. Work could continue during events occurring in daytime periods if noise is tolerable. The Alliant Energy Center and the Public Works Project Engineer will have a meeting with the contractor to determine which days the coliseum can be used for work during various events.

06/05/08 – Rock Concert  
07/11/08 – Horse Instruction  
07/21/08 – Religious Teaching  
07/22/08 – Religious Teaching  
07/23/08 – Religious Teaching  
07/24/08 – Religious Teaching  
07/25/08 – Religious Teaching  
09/17/08 – Horse Show  
09/18/08 – Horse Show  
09/19/08 – Horse Show  
09/29/08 – World Dairy Expo  
09/30/08 – World Dairy Expo  
10/01/08 – World Dairy Expo  
10/02/08 – World Dairy Expo  
10/03/08 – World Dairy Expo  
10/17/08 – Religious Rally  
10/31/08 – Family Show  
Mid November to Mid March not recorded for winter  
03/11/09 – WIAA Girls Basketball  
03/12/09 – WIAA Girls Basketball  
03/13/09 – WIAA Girls Basketball  
03/27/09 – WI Folkstyle Wrestling  
04/15/09 – Midwest Horse Fair  
04/16/09 – Midwest Horse Fair  
04/17/09 – Midwest Horse Fair  
05/21/09 – Horse Show  
05/22/09 – Horse Show  
06/27/09 – 07/04/09 – Much of this time the Coliseum will be used by the Airstream Convention.  
08/03/09 – 08/07/09 – Tentative Horse Show  
08/14/09 – Car Show  
09/16/09 – Horse Show  
09/17/09 – Horse Show  
09/18/09 – Horse Show  
09/28/09 – World Dairy Expo  
09/29/09 – World Dairy Expo  
09/30/09 – World Dairy Expo  
10/01/09 – World Dairy Expo  
10/02/09 – World Dairy Expo

**BID FORM**

**BID NO. 108069**

**PROJECT: VETERANS MEMORIAL COLISEUM ROOF REPLACEMENTS  
ALLIANT ENERGY CENTER**

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

**BASE BID - LUMP SUM:**

The project requires re-roofing the Veterans Memorial Coliseum main dome roof, hat brim roofs, porch roofs, and the adjacent service building. The undersigned, having examined the site where the Work is to be executed and having become familiar with local conditions affecting the cost of the Work and having carefully examined the Drawings and Specifications, all other Construction Documents and Addenda thereto prepared by Dane County Department of Public Works, Highway & Transportation hereby agrees to provide all labor, materials, equipment and services necessary for the complete and satisfactory execution of the entire Work, as specified in the Construction Documents, for the Base Bid stipulated sum of:

\_\_\_\_\_ and \_\_\_\_\_ /100 Dollars  
Written Price

\$ \_\_\_\_\_  
Numeric Price

Roof System to be installed \_\_\_\_\_

**Alternate # 1** Provide and install a new Isocyanurate insulation layer on top of the existing 2” thick existing insulation on the entire main dome roof area. New insulation to be 1-1/2” in thickness. The undersigned hereby offers to perform the Work and things provided in and according to the provisions of the Construction Documents for the stipulated sum of:

\_\_\_\_\_ and \_\_\_\_\_ /100 Dollars  
Written Price

\$ \_\_\_\_\_  
Numeric Price

The undersigned hereby submits the following Unit Prices for extra or additional Work and for the deletion of Work. The Unit Prices include all charges for performance of the applicable Work as prescribed in the Construction Documents. It is understood that the Unit Prices shall be used wherever applicable as prescribed in the Construction Contract.

Replacing existing cast iron roof drains or components:

- |                      |                  |
|----------------------|------------------|
| 1. Bodies            | \$_____ per unit |
| 2. Clamping Collars  | \$_____ per unit |
| 3. Domes             | \$_____ per unit |
| 4. Entire Assemblies | \$_____ per unit |

Replacing deteriorated wood nailers where required:

- |                    |                         |
|--------------------|-------------------------|
| 1. 2 X 4           | \$_____ per lineal foot |
| 2. 2 X 6           | \$_____ per lineal foot |
| 3. 2 X 8           | \$_____ per lineal foot |
| 4. 2 X 10          | \$_____ per lineal foot |
| 5. 2 X 12          | \$_____ per lineal foot |
| 6. 4 X 4 (cant)    | \$_____ per lineal foot |
| 7. Other (specify) | \$_____ per lineal foot |

Replace damaged or deteriorated metal decking on lower roofs with new to match existing as deemed necessary by the Consulting Engineer.

\$\_\_\_\_\_ per square foot

Repair damaged or deteriorated metal decking on the dome roof with 18 gauge flat stock as deemed necessary by the Consulting Engineer.

\$\_\_\_\_\_ per square foot

Replace damaged or deteriorated cementitious wood fiber decking on the service building roof with new cementitious wood fiber decking as deemed necessary by the Consulting Engineer.

\$\_\_\_\_\_ per square foot

Remove and replace wet or deteriorated insulation on the dome roof portion with new 2 inch thick isocyanurate insulation as deemed necessary by the Consulting Engineer. Base Bid includes 5800 square feet of replacement. The unit price below will be used as an add or deduct number.

\$\_\_\_\_\_ per square foot

Remove and replace wet or deteriorated insulation on the porch roof areas with new ½" wood fiber insulation to match existing thickness as deemed necessary by the Consulting Engineer. Base Bid includes 800 square feet of replacement. The unit price below will be used as an add or deduct number.

\$\_\_\_\_\_ per square foot

Remove and replace wet or deteriorated insulation on the entrance roof areas with new 2” isocyanurate insulation to match existing thickness as deemed necessary by the Consulting Engineer. Base Bid includes 2800 square feet of replacement. The unit price below will be used as an add or deduct number.

\$\_\_\_\_\_ per square foot

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

Addendum No(s). \_\_\_\_\_ through \_\_\_\_\_

Dated \_\_\_\_\_

The Alliant Energy Center must have all aspects of this project completed by August 1, 2009. Assuming this Work can be started by July 22, 2008, what dates can you commence and complete this job?

Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
(final, not substantial)

Name of Bidder: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
(Bid is invalid without signature)

<p><b>BID CHECK LIST:</b> These items <b>must</b> be included with Bid or completed <b>before</b> bidding</p> <p><input type="checkbox"/> Bid Form                      <input type="checkbox"/> Bid Bond                      <input type="checkbox"/> Fair Labor Practices Certification</p> <p><input type="checkbox"/> Best Value Qualified Contractor   <input type="checkbox"/> Qualification Questionnaire                      <input type="checkbox"/> Vendor Registration</p>
---

## FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

**NOTE:** You can find information regarding the violations described above at: [www.nlr.gov](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.**



# DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive  
Kathleen M. Falk

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

Commissioner / Director  
Gerald J. Mandli

## BEST VALUE CONTRACTING APPLICATION

### CONTRACTORS / LICENSURE APPLICANTS

The Dane County Department of Public Works requires all bidders to be prequalified with the County prior to bid opening. In addition, the County reviews potential contractors and sub-contractors who wish to work on County contracts. This document shall be completed, properly executed, along with the necessary attachments regarding information relating to financial ability, equipment, experience in the work prescribed in the public contract, and other matters that the County requires for the protection and welfare of the public in the performance of a County contract.

The Contractor shall notify the County within 15 days of any information regarding any material changes to its business or operations that are relevant to the prequalification application. Failure to do so could result in suspension, revocation of the contractor's prequalification, debarment from County contracts for up to three years or other sanctions available under the law.

Contractors or subcontractors of any tier who attain prequalification status will retain that status for a period of two years from the date of qualification. Subcontractors must become prequalified ten days prior to commencing work under any Dane County Public Works Contract. Potential subcontractors are urged to become prequalified as early as possible.

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 [www.wisconsinapprenticeship.org](http://www.wisconsinapprenticeship.org).

### EXEMPTIONS

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

SEC.	PROOF OF RESPONSIBILITY	CHECK IF APPLICABLE
1	Does your firm possess all technical qualifications and resources, including equipment, personnel and financial resources, necessary to perform the work required for the project or obtain the same through the use of responsible, prequalified subcontractors?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2	Does 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	Does your firm meet all bonding requirements as required by applicable law or contract specifications?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
4	Does 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	Does 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	Does 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 prequalified with the City of Madison?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
16	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"/>
17	Is your firm exempt from being prequalified with Dane County?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach reason for exemption.
18	Does your firm acknowledge that in doing work under any County Public Works Contract, it will be required to use as subcontractors only those contractors that are also prequalified with the County or become so ten days prior to commencing work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>



## SIGNATURE SECTION

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

## REMEMBER!

Return all to forms and attachments, or questions to:

**JOHN SCHRAUFNAGEL**  
**EMAIL: SCHRAUFNAGEL@CO.DANE.WI.US**  
**OFFICE: (608) 266-4798, CELL: (608) 575-3374, 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  
Environmental Systems Technician / HVAC Service Technician / HVAC Install / Service  
Glazier  
Heavy Equipment Operator / Operating Engineer  
Insulation Worker (Heat & Frost)  
Iron Worker (Assembler, Metal Buildings)  
Painter / Decorator  
Plasterer  
Plumber  
Roofer / Waterproofer  
Sheet Metal Worker  
Sprinkler Fitter  
Steamfitter (Service & Refrigeration)  
Taper & Finisher  
Telecommunications (Voice, Data & Video) Installer / Technician  
Tile Setter

**COUNTY OF DANE**

**PUBLIC WORKS CONTRACT**

Contract No. \_\_\_\_\_ Bid No. 108059

Authority: Res. \_\_\_\_\_, 2007-08

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

**WITNESSETH:**

**WHEREAS**, COUNTY, whose address is c/o Associate Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR perform work as specified in the Contract Documents; 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, Conditions of Contract], the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by \_\_\_\_\_ (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Document Index, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the [General Conditions of Contract, 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 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.

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

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

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

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

\* \* \* \* \*

**FOR CONTRACTOR:**

\_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Signature Date

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

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

\* \* \* \* \*

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

**FOR COUNTY:**

\_\_\_\_\_  
Kathleen M. Falk, County Executive Date

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

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:

# GENERAL CONDITIONS OF CONTRACT

## TABLE OF CONTENTS

1. CONSTRUCTION DOCUMENTS .....	2
2. DEFINITIONS .....	2
3. ADDITIONAL INSTRUCTIONS AND DRAWINGS.....	2
4. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES .....	2
5. CUTTING AND PATCHING.....	3
6. CLEANING UP .....	4
7. USE OF SITE .....	4
8. MATERIALS AND WORKMANSHIP .....	5
9. CONTRACTOR'S TITLE TO MATERIALS .....	5
10. "OR EQUAL" CLAUSE.....	5
11. PATENTS AND ROYALTIES.....	6
12. SURVEYS, PERMITS, REGULATIONS AND TAXES .....	6
13. CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE.....	7
14. WEATHER CONDITIONS.....	8
15. PROTECTION OF WORK AND PROPERTY .....	8
16. INSPECTION AND TESTING OF MATERIALS.....	8
17. REPORTS, RECORDS AND DATA .....	9
18. CHANGES IN THE WORK.....	9
19. EXTRAS.....	10
20. TIME FOR COMPLETION.....	10
21. CORRECTION OF WORK.....	10
22. SUBSURFACE CONDITIONS FOUND DIFFERENT .....	10
23. RIGHT OF THE DEPARTMENT TO TERMINATE CONTRACT.....	11
24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES.....	11
25. PAYMENTS TO CONTRACTOR .....	12
26. WITHHOLDING OF PAYMENTS.....	13
27. ACCEPTANCE OF FINAL PAYMENT AS RELEASE .....	14
28. PAYMENTS BY CONTRACTOR.....	14
29. CONTRACT SECURITY.....	14
30. ASSIGNMENTS.....	14
31. MUTUAL RESPONSIBILITY OF CONTRACTORS .....	15
32. SEPARATE CONTRACTS.....	15
33. SUBCONTRACTS .....	15
34. PUBLIC WORKS PROJECT ENGINEER'S AUTHORITY .....	16
35. ARCHITECT / ENGINEER'S AUTHORITY .....	16
36. STATED ALLOWANCES .....	16
37. ESTIMATES OF QUANTITIES .....	17
38. LANDS AND RIGHTS-OF-WAY .....	17
39. GENERAL GUARANTEE.....	17
40. CONFLICTING CONDITIONS .....	17
41. NOTICE AND SERVICE THEREOF.....	18
42. PROTECTION OF LIVES AND HEALTH .....	18
43. AFFIRMATIVE ACTION PROVISION AND MINORITY / WOMEN / DISADVANTAGED BUSINESS ENTERPRISES.....	18
44. USE AND OCCUPANCY PRIOR TO ACCEPTANCE .....	19
45. MINIMUM WAGES .....	20
46. CLAIMS .....	20
47. ANTITRUST AGREEMENT .....	20
48. INSURANCE.....	21
49. WISCONSIN LAW CONTROLLING .....	22

## **1. CONSTRUCTION DOCUMENTS**

- A. Construction Documents, listed in Table of Contents of this Specification volume shall form a 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 Engineer 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 Engineer is appointed by and responsible to Department. Public Works Project Engineer 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 Engineer 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 a 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 omission 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, an 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 a 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 a 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 a 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 a 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 a 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 a 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 a standard; 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 a 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 an 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 Engineer.
- 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 a 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 Engineer 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 be caused directly by errors contained in Contract, or by County, or County's duly authorized representative.
- B. Contractor may act in a diligent manner, without previous instructions from Architect / Engineer and / or Department, in an 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 an 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 Engineer's instructions require any work to be specially tested or approved, Contractor shall give Architect / Engineer and Public Works Project Engineer 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 Engineer 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. An 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 a 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 a 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 a 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 Engineer 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 Engineer 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 Engineer'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, an 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 Engineer 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 THE 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 a Construction Schedule. Contractor and all subcontractors associated with the Work shall furnish following information from each Division of Specifications:
  - 1. A 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 Engineer.
- 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 a monthly basis. Revisions to Schedule shall be by Contractor and made in same detail as original Schedule and accompanied by an 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 a 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 manpower 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 Engineer.
- 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 Engineer.

## **25. PAYMENTS TO CONTRACTOR**

- A. Contractor shall provide:
1. Detailed estimate giving a 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 Engineer. Costs employed in making up any of these schedules are for determining basis of partial payments and not considered as fixing a 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 Engineer 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 a bonded warehouse with adequate coverage. If there is any error in a 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 Engineer find that progress of the Work corresponds with Construction Schedule. If Architect / Engineer and Public Works Project Engineer 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 a 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.
- 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 a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged; 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 a 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, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in performance of this Contract.
- 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 a 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 a 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 a Performance and Payment Bonds in an 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 a 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 ENGINEER’S AUTHORITY**

- A. Public Works Project Engineer 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 a 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 Engineer.

#### **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 a part of cash allowance.

- B. Department will solicit at least two (2) bids on materials or equipment for which an 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 an 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 a waiver by County of any breach of covenants of Contract or a 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 a 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 a 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 Engineer.
- 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 a recipient of services (actual or potential), an employee, or an 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 a statement to effect Contractor is an "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. A 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 a 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."

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

- A. Contractor agrees to use and occupancy of a 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 Engineer, 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.

#### **45. MINIMUM WAGES**

- A. Contractor shall post, at appropriate conspicuous point on site of project, a 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 a 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, workman 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.

#### **46. CLAIMS**

- A. No claim may be made until Department's Associate 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 Associate Public Works Director, 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.

#### **47. 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.

#### **48. 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 an amount not less than \$4,000,000 bodily injury, including accidental death, to any one person, and subject to same limit for each person, in an amount not less than \$4,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$4,000,000 or a combined single limit of at least \$6,000,000 with excess coverage over and above general liability in an amount not less than \$5,000,000. Contractor shall add "Dane County" as an 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 a 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 an 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 an 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. Owner shall provide Builder's Risk policy when project is new construction or roofing project.
- 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 a 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.


#### **49. 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 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 CERTIFICATES FOR PAYMENT (Line 6 Less prior Certificates) \$ \_\_\_\_\_

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

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 7 Less Line 8) \$ \_\_\_\_\_

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

CONTRACTOR: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

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

**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.

AIA Document G702™ – 1992 Copyright © 1952, 1963, 1965, 1971, 1975, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

**AIA** Document G703™ – 1992

**Continuation Sheet**

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

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

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

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.  
 AIA Document G703™ – 1992. Copyright © 1993, 1995, 1996, 1997, 1970, 1976, 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. For reprint/copyright violations of AIA Contract Documents, e-mail The American Institute of Architects, legal counsel, copyright@aia.org.

**2. ADDITIONS TO THE GENERAL CONDITIONS OF CONTRACT**

The “General Conditions of the Contract for Construction” as prepared by Dane County, hereinafter referred to as the “General Conditions” are hereby made part of the Contract Documents. These Supplementary Conditions supplement the “General Conditions of the Contract for Construction” as prepared by Dane County.

**ARTICLE 2 - DEFENITIONS**

Add the following Basic Definitions:

**8. PROVIDE**

As used in connection with labor, materials, and equipment shall mean to furnish and install complete, including connections to utilities or service, complete anchorage and suspension, fastening or anchor devices, trim, finish and other related work, unless specifically specified otherwise.

**9. APPROVED, SATISFACTORY, EQUAL TO, PROPER, AS DIRECTED AND SIMILAR TERMS**

These shall mean the decision rests with the Owner/Project Engineer, whose decision shall be final and binding upon the Contractor and Subcontractor.

## **ARTICLE 12 – SURVEYS, PERMITS, REGULATIONS AND TAXES**

Add the following Paragraphs:

**H.** Terminology used in this Subsection shall be as defined in Federal Register 40 CFR Part 763, Subpart E - Asbestos-Containing Materials.

**I.** Use of asbestos-containing materials as part of the Work is expressly prohibited. The Contractor shall notify the Engineer, in writing, as to conflicts with this subparagraph and the Specifications so that substitute materials can be investigated and a directive can be issued per Article 7 of the General Conditions. In case of conflict, this subparagraph shall govern.

**J.** The Contractor shall submit Material Safety Data Sheets (MSDS) per Paragraph 3.19 for all suspect products utilized as part of the Work.

## **ARTICLE 21 - CORRECTION OF WORK**

Add the following paragraph:

**C.** Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by the Law.

## **ARTICLE 42 - PROTECTION OF LIVES AND HEALTH**

### **10.1 - SAFETY PRECAUTIONS AND PROGRAMS**

Add the following:

**C.** Terminology used in this Subsection shall be as defined in Federal Register 40 CFR Part 763, Subpart E - Asbestos-Containing Materials.

**D.** Contractor shall contact the Owner and Engineer if asbestos containing building materials (ACBM) or suspected ACBM are uncovered or encountered during the performance of the Work. The Contractor shall not disturb ACBM or suspect ACBM and Work in the area shall be suspended, if necessary to prevent release of asbestos fibers. The Owner shall authorize the Work to proceed following removal of ACBM or bulk sampling to confirm suspected ACBM does not contain asbestos.

**E.** Asbestos management plans are available with the Dane County Asbestos Coordinator at (608)266-4798. The Contractor, his Subcontractors, and agents shall not disturb friable ACBM nor make non-friable ACBM friable in the course of the Work unless specified herein. Unless it is otherwise expressly provided in the Contract Documents:

**1.** The Owner shall arrange and pay for all costs associated with the bulk sampling of ACBM and suspect ACBM.

2. The Owner shall arrange and pay for all costs associated with removal of ACBM and air monitoring.
3. The Contractor shall be required to review the site with the Owner prior to start of Work for ACBM or suspect ACBM as it relates to the Work.
4. The Contractor shall indemnify and hold harmless the Owner and its Consultants against claims, damages, losses and expenses resulting from the willful or negligent damage of asbestos-containing material during the performance of the Work.

### **3. 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 45, "Minimum Wages", paragraph B. Following Prevailing Wage Rate Determination No. 200800715 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. Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-5724)
  2. Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-10584)
  3. Disclosure of Ownership (ERD-7777)
  4. Request To Employ Subjourney person (ERD-10880)

# Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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



**List of Agents and Subcontractors**

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

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

## Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

State Of            )    )SS  County Of            )	Project Name		
	Project Number		Determination Number
	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) 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 all of the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship or Business					
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) 266-0028**

## Disclosure of Ownership

**Notice required under Section 15.04(1)(m), Wisconsin Statutes.** The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(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.

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit 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), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must **ONLY** be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**
  - (A) The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
    - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for 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

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

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

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address or P O Box

City

State

Zip Code

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

## Request To Employ Subjourneyperson

Personal information you provide may be used for secondary purposes. [See Section 15.04(1)(m), Wisconsin Statutes for details.] The use of this form is mandatory. The authority for the use of this form is prescribed in Section DWD 290.025, Wisconsin Administrative Code. The penalty for failing to complete this form is prescribed in Section 103.005(12), 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 utilize a subjourneyperson(s) on the following public works project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

<b>1. Name of Public Works Project</b>	
<b>County</b>	<b>City, Village or Township</b>
<b>Determination Number</b>	<b>Project Number</b>

2. Name of Employee (Last, First and Initial)	P.O. Box or Street Address	City	State	Zip Code	Date of Birth	Journey Classification

<b>3. Name of Employer (Print)</b>	<b>Name of Person Making Request (Print)</b>		
<b>P O Box or Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Telephone Number</b> ( ) -	<b>Title of Requestor</b>		

**READ CAREFULLY:** I fully understand that this request is ONLY applicable to the project and employee(s) listed above and that such employee(s) will ONLY work under the direction of and directly assist a skilled trades employee by frequently using the tools of a skilled trades employee and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the employee(s) indicated above regularly perform(s) the work of a different trade or occupation, he/she will be compensated for such work at the applicable journeypersons prevailing wage rate. I agree not to employ any employee as a subjourneyperson on this project until I receive written confirmation from the DWD. After such confirmation is received, I will compensate the employee(s) indicated above in strict accordance with the directions received from the DWD.

Signature of Requestor \_\_\_\_\_ Date Signed \_\_\_\_\_

**MAIL COMPLETED REQUEST TO** Equal Rights Division, Labor Standards Bureau, P. O. Box 8928 Madison WI 53708.  
 You may call (608) 266-6860 if you need assistance in completing your request

Apr. 30, 2008 4:41PM

N. 2500 E. 27

**Jim Doyle**  
Governor

**Roberta Gaseman**  
Secretary

**Jennifer A. Ortiz**  
Division Administrator



**EQUAL RIGHTS DIVISION**  
201 East Washington Avenue, Room A300  
P.O. Box 8928  
Madison, WI 53708  
Telephone: (608) 266-6860  
Fax: (608) 267-4592  
TTY: (608) 264-8752  
<http://www.dwd.state.wi.us/>

**State of Wisconsin  
Department of Workforce Development**

**DEPARTMENTAL ORDER**

John Schraufnagel, Assistant Director  
DANE COUNTY PUBLIC WORKS  
1919 Alliant Energy Center  
Madison, WI 53713

RE: VETERANS MEM. COLISEUM ROOF REPLACEMENTS  
CITY OF MADISON, DANE COUNTY, WI  
Determination No. 200800715 Project No. TBA

The application which you filed or was filed on your behalf, by the person copied below, for a prevailing wage rate determination applicable to the above-referenced project has been received.

A survey was conducted to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The findings of the survey are set forth in the enclosed determination.

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town in which the project is located, you have the right to request the department to conduct an administrative review regarding such wage rate.

Your request must be made, in writing, within 30 days from the date indicated below and at least 10 days before the date a construction contract(s) is to be awarded or negotiated. Your request must also include wage rate information on at least three (3) similar projects located in the city, village or town where the proposed project is located on which some work was performed by the contested trade(s) or occupation(s) during the current survey period and which was previously considered by the department in issuing the enclosed determination. See s. DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903 (3)(br) or s. 103.49 (3)(c), Stats. for a complete explanation of the administrative review process.

Now, therefore, it is hereby ORDERED that the prevailing wage rates set forth in the enclosed determination shall only be applicable to the above referenced project. This ORDER shall be deemed a FINAL ORDER of this department unless a timely request for an administrative review is filed with the department or a construction contract(s) is not awarded or negotiated before the determination's expiration date.

DATED

4/30/2008

Enclosures

FOR THE DEPARTMENT

Rita Ruona, Investigator  
Labor Standards Bureau  
Construction Wage Standards Section  
(608) 266-1898

**PREVAILING WAGE RATE DETERMINATION**

Issued by the State of Wisconsin  
 Department of Workforce Development  
 Pursuant to s. 66.0903, Stats.  
 Issued On: 4/30/2008

**DETERMINATION NUMBER:** 200800715

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded Or Negotiated On Or Before 12/31/2008. If NOT, You MUST Reapply.

**DESCRIPTION OF PROJECT:** VETERANS MEM. COLISEUM ROOF REPLACEMENTS  
 PROJECT NO: TBA

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

**CONTRACTING AGENCY:** DANE COUNTY PUBLIC WORKS

**CLASSIFICATION:** Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

**OVERTIME:** Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

**FUTURE INCREASE:** If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

**PREMIUM PAY:** If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

**SUBJOURNEY:** Wage rates may be available for some of the classifications indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer that desires to use any subjourney classification on this project MUST request the applicable wage rate from this department PRIOR to the date such classification is used on this project. Form ERD-10880 is available for this purpose.

**BUILDING OR HEAVY CONSTRUCTION**

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Acoustic Ceiling Tile Installer	25.51	12.11	37.62
Bollermaker	29.44	16.37	45.81
Bricklayer, Blocklayer or Stonemason	29.46	13.41	42.87
Cabinet Installer	48.00	0.00	48.00
Carpenter	26.11	12.86	38.97
Carpet Layer or Soft Floor Coverer	25.51	12.11	37.62
Cement Finisher	28.43	12.94	41.37
Drywall Taper or Finisher	24.30	11.60	35.90
Future Increase(s): Add \$1.55/hr on 6/1/08; Add \$1.60/hr on 6/1/09			

**Fringe Benefits Must Be Paid On All Hours Worked**

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Electrician	30.00	16.05	46.05
Elevator Constructor	40.94	18.34	59.28
Fence Erector	21.50	3.00	24.50
Fire Sprinkler Fitter	35.69	13.35	49.04
Glazier	33.68	6.47	40.15
Heat or Frost Insulator	30.63	16.60	47.23
Insulator (Batt or Blown)	21.97	10.65	32.62
Ironworker	29.30	14.71	44.01
Lather	25.51	12.11	37.62
Line Constructor (Electrical)	31.99	13.94	45.93
Marble Finisher	24.60	13.00	37.60
Marble Mason	30.75	13.00	43.75
Metal Building Erector	19.23	1.61	20.84
Millwright	27.11	12.07	39.18
Overhead Door Installer	24.60	11.99	36.59
Painter	24.00	11.60	35.60
Future Increase(s): Add \$1.55 on 6/1/08; Add \$1.60 on 6/1/09			
Premium Pay: Add \$.25/hr. sandblasting; Add \$.40/hr. paperhanging; Add \$1.00/hr. spray/structural steel.			
Pavement Marking Operator	23.46	9.45	32.91
Piledriver	26.61	12.86	39.47
Pipeline Fuser or Welder (Gas or Utility)	27.11	12.19	39.30
Plasterer	25.28	12.95	38.23
Plumber	33.50	11.84	45.34
Future Increase(s): Add \$2.20/hr on 6/1/08			
Refrigeration Mechanic	33.11	14.84	47.95
Future Increase(s): Add \$2.60 6/2/2008; Add \$2.85 6/1/2009			
Roofer or Waterproofer	26.70	3.62	30.32
Sheet Metal Worker	30.96	16.34	47.30
Future Increase(s): Add \$2.50 6/1/2008			
Steamfitter	35.25	12.11	47.36
Future Increase(s): Add \$2.60 6/02/2008; Add \$2.85 6/01/2009			
Teledata Technician or Installer	20.69	10.23	30.92
Future Increase(s): Add \$.85 on 6/1/08; Add \$.90 on 6/1/09			
Temperature Control Installer	34.10	10.89	44.99
Terrazzo Finisher	26.62	10.63	37.25
Terrazzo Mechanic	26.62	10.63	37.25
Tile Finisher	14.00	1.35	15.35
Tile Setter	26.62	10.63	37.25
Tuckpointer, Caulker or Cleaner	20.96	6.02	27.00
Underwater Diver (Except on Great Lakes)	31.90	11.44	43.34
Well Driller or Pump Installer	22.52	7.14	29.66
Siding Installer	28.56	15.24	43.80
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	24.06	15.52	39.58
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.12	15.40	43.52



**Fringe Benefits Must Be Paid On All Hours Worked**

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	16.00	8.00	24.00
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	20.58	10.71	31.29
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21

**TRUCK DRIVERS**

Single Axle or Two Axle	24.55	16.08	40.63
Three or More Axle	16.40	11.17	27.57
Articulated, Euclid, Dumptor, Off Road Material Hauler	27.87	15.40	43.27
Pavement Marking Vehicle	20.85	11.10	31.95
Truck Mechanic	12.50	0.00	12.50

**LABORERS**

General Laborer	21.69	11.15	32.84
Premium Pay: Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender			
Asbestos Abatement Worker	21.06	11.13	32.19
Landscaper	12.36	14.53	26.89
Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	18.25	3.33	21.58
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	40.00	1.81	41.81
Railroad Track Laborer	12.00	0.00	12.00

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

Crane; Backhoe (Track Type); Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self Propelled or Tractor Drawn) 5cu yards or more capacity; Power Subgrader; Asphalt Milling Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Trencher; Post Hole Digger or Driver; Tug or Launch (not performing work on the Great Lakes)	28.12	15.73	43.85
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Broom or Sweeper; Environmental Burner	28.59	16.00	44.59
Crusher, Screening or Wash Plant; Air Compressor (400 CFM or Over); Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	27.59	14.88	42.47

**HEAVY EQUIPMENT OPERATORS  
EXCLUDING SITE PREPARATION, UTILITY, PAVING AND LANDSCAPING WORK**

Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Feet or Over	30.62	16.00	46.62
Premium Pay: Add \$.50/hr for cranes with lifting capacity over 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton.			
Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting	29.62	16.00	45.62

**Fringe Benefits Must Be Paid On All Hours Worked**

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Capacity of 100 Tons or Under; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 175 Feet or Under; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Traveling Crane (Bridge Type); Caisson Rig; Pile Driver; Dredge (Not Performing Work on the Great Lakes) Future Increase(s): Premium Pay: Add \$.25/hr for cranes with lifting capacity of 45 ton or over			
Crane (Go-Devil Type) or Truck Mounted Hydraulic Crane (10 Tons or Under); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self Propelled or Tractor Drawn) 5 cu yards or more capacity; Concrete Pump, Grout Pump or Concrete Conveyor (Rotec or Bidwell Type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Spreader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Silpform Placer; Curb and Gutter Machine; Roller (Over 5 Ton); Shouldering Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Forklift (Machinery Moving or Steel Erection); Manhoist or Elevator; Material or Stack Hoist; Trencher; Sideboom; Hydro-Blaster (10,000 PSI or Over); Post Hole Digger or Driver; Railroad Track Rail Levelling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment Future Increase(s):	29.12	16.00	45.12
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Roller (5 Tons or Under); Broom or Sweeper; Holst (Tugger); Environmental Burner	22.98	6.02	29.00
Crusher, Screening or Wash Plant; Air, Electric or Hydraulic Jacking System; Air Compressor (400 CFM or Over); Generator (150 KW or Over); Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (With or Without Attachments); Robotic Tool Carrier (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	28.87	14.90	43.77
Oiler; Forklift	25.89	16.00	41.89
Gas or Utility Pipeline, Except Sewer and Water (Primary Equipment)	31.57	17.23	48.80
Gas or Utility Pipeline, Except Sewer and Water (Secondary Equipment)	28.12	15.40	43.52
Fiber Optic Cable Equipment	25.33	12.35	37.68

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 most 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) 266-1898.

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

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

Any contractor, subcontractor or agent thereof, 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 determined under sub.(3), shall be liable to any affected employe in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional equal amount as liquidated damages. An action to recover the liability may be maintained in any court of competent jurisdiction by any employe for and in behalf of that employe and other employes similarly situated. No employe may be a party plaintiff to any such action unless the employe consents in writing to become such 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.

## **QUALIFICATION QUESTIONNAIRE**

Due: with sealed bid

### **DANE COUNTY COLISEUM REROOFING PROGRAM**

**Owner:** Alliant Energy Center of Dane County  
1919 Alliant Energy Center Way  
Madison, WI 53713

**Engineer:** SRI Consultants, Inc.  
3207 Laura Lane  
Middleton, WI 53562

### **SCOPE OF PROJECT**

The Dane County Public Works Department is planning to re-roof the Veterans Memorial Coliseum main dome roof, hat brim roofs, porch roofs, and the adjacent service building at the Alliant Energy Center in Madison, Wisconsin. The coliseum main roof is a steel framed dome structure with 32 radial folded plates. The total area of the dome approximates 110,000 square feet. "Hat Brim Roofs" and Entrance canopies exist along the perimeter at lower levels, consisting of poured concrete and metal framed decks; these areas approximate 32,000 square feet. The maintenance building is approximately 1,000 square feet and contains a metal roof deck.

The re-roofing project calls for the installation of a mechanically fastened white reinforced thermoplastic membrane. The existing membrane will be removed and additional insulation may be added.

### **REQUIREMENTS FOR QUALIFICATION**

Dane County wishes to take bids from only those contractors who have sufficient manpower, equipment, roofing expertise, safety record, financial strength and experience for a project of this nature. In addition, the contractor must have a minimum of ten (10) years of experience with thermoplastic single-ply membranes to be pre-qualified .

Contractors must include all the information requested. The information provided will be considered confidential. If the Owner is

not satisfied with the sufficiency of the answers to the questionnaire and/or financial statement, he may require additional information, or reject the contractor's request for prequalification.

## **STATEMENT OF CONTRACTOR'S QUALIFICATIONS**

(If Joint Venture, each party must submit separate statements)

### **CORPORATE BACKGROUND**

1. Name, address, e-mail, fax and telephone of contractor:
2. When organized:
3. How many years have you been engaged in the contracting business under the present firm name?
4. Officer or Corporation information:

When incorporated:

In what State:

President/Partner:

Vice President/Partner:

Secretary:

Treasurer:

5. Have you ever failed to complete any work awarded to you?  
If yes; attach statement showing where and why.
6. Have you ever defaulted on a contract?  
If yes; attach statement showing where and why.

**PROVIDE INFORMATION FOR QUESTIONS 7 THROUGH 10 AND 12 THROUGH 15 ON SEPARATE SHEETS.**

7. Furnish CURRENT written evidence from banks as to lines of credit available and presently extended; this document must be signed by an officer of the bank.

8. List bonding company and agent, address and telephone number. bonding limit and bonding work under contract. Have them provide letter stating that a performance, labor and materials bond for 100% of the contract price will be available for this job.
9. List name of insurance company, agent, address and telephone number. Have them provide written evidence of Experience Modification Rates for the last 3 years. Have them Provide letter stating that Comprehensive General Liability Insurance amounts of 6,000,000.00 aggregate and 4,000,000.00 each occurrence will be provided.

10. Financial Statement:

Attach to this form a copy of the latest dated financial statement of your firm. The following items must be a part of that statement:

**Assets:**

- A. Cash
- B. Accounts Receivable
- C. Real Estate Equity
- D. Materials in Stock
- E. Equipment, Book Value
- F. Furniture and Fixtures, Book Value
- G. Other Assets

**Liabilities:**

- A. Accounts, Notes and Interest Payable
- B. Accrued Payroll Taxes
- C. Other Liabilities

Total Assets

Total Liabilities

Net Worth (must be in excess of \$2,000,000.00)

## **EXPERIENCE BACKGROUND**

11. List building names, locations, manufacturer and size of single-ply used, along with the name and telephone number of each owner for at least five (5) single ply roofs your company has installed that are similar in size and scope to the Coliseum project. List the date of installation for each. The name of the Superintendent, Safety Director and Foremen for each.

List the information asked for above for at least ten (10) PVC single-ply roofing projects that are a MINIMUM of ten (10) years old; five (5) of which are in Northern climates. Note: Any or all of the projects listed may be checked by the Engineer; denial of access will be considered as non-responsive.

12. List the information asked for above for the five (5) largest PVC single-ply contracts completed by your company within the past five (5) years. Include the approximate cost of each contract.

Note: A single project may satisfy more than one category.

13. List contracts on hand, including a schedule and the estimated completion date and gross amount of each contract.
14. Additional information may be submitted if desired.

Dated at:  
(City) (State)

this day of May , 2008.

Name of organization:

By (signed):

Title:

State of:  
County of:

(Name)

hereby declares that he is (title) of (Company Name) and that the answers to the foregoing questions and all statements contained herein are true and correct.

NOTARY PUBLIC

SUBSCRIBED to before me this day of: , 2008

Notary Public:

(Seal) County and State:

My commission expires:



SECTION 00600

SAMPLE STORAGE AGREEMENT

**SPECIAL PROCEDURE FOR OBTAINING PAYMENT FOR MATERIALS  
NOT STORED AT THE SITE OF THE WORK**

This Agreement applies only to: Veterans Memorial Coliseum

Project: #108069 Coliseum Roof Replacement

Project No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Due to the limited amount of space available for the storage of materials at the site, the Owner/Project Engineer, under the following conditions, approves partial payments for certain materials stored off the premises.

1. **Prior Approval:** The Contractor shall obtain the approval of the Owner/Project Engineer before making any arrangements to obtain a Certificate for Payment for materials stored off the site. Materials must be suitable for storage and must be properly packaged if this is necessary.
2. **Storage Site:** The Contractor shall furnish and maintain a suitable storage site and proper storage conditions which must be approved in advance by the Consulting Engineer assigned to the Project. The site must be within the State of Wisconsin.
3. **Storage Conditions:** The material covered by the request for certification for partial payment must be stored above grade and must be properly protected at all times against weather, heat, cold, moisture, and other hazards as the material may require. The Consulting Engineer must approve the storage conditions. All protection must be provided by the Contractor at his own expense and must be maintained throughout the storage period.

Material must not be co-mingled with other similar material, but must be stored by itself and must be plainly labeled "Property of Dane County".

It must be stored so that it can be readily inspected, measured, and counted at all times by the Consulting Engineer.

4. **Bill of Sale:** Request for certification for partial payment for materials stored under the above conditions must be accompanied by a Bill of Sale, properly identifying the material and transferring ownership of the materials to the Owner/Project Engineer. The Bill of Sale must be accompanied by an inventory of the stored material together with a description of the storage site by street number and city, or by legal description of the premises.
5. **Insurance:** The Owner/Project Engineer shall be notified to cause the builders risk, fire, and extended coverage insurance policy covering this Project to include the materials, stored off site, in the amount and under the same conditions as that provided for material stored on site of the Project. The signing of "Storage Conditions Approved" shall be confirmation that insurance coverage has been provided. Unless specifically exempted by the Owner/Project Engineer, the Contractor shall furnish insurance against loss by theft or vandalism, and the Owner/Project Engineer shall be named the beneficiary under the policy, as trustee for all concerned. A Certificate of Insurance must be provided to the Consulting Engineer prior to his approval of this Agreement.

6. **Responsibility:** The Contractor agrees that in accepting partial payments for the stored materials he is in no way relieved of responsibility for the safe storage of the material and its safe transportation and installation in the Work, or for furnishing and installing the material in strict accordance with the Drawings and Specifications.

The Contractor also agrees that acceptance by the Owner/Project Engineer of a Bill of Sale for the material does not imply acceptance of the material, which shall be subject to final acceptance or rejection up to the time the Contractor's work is completed and finally accepted.

The Contractor also agrees that the usual guarantee covering his work under the Drawings, Specifications and Contract, are in no way impaired as a result of the partial payment and the acceptance of the Bill of Sale.

The Owner/Project Engineer accepts no responsibility in connection with the material.

7. **Acceptance:** The Contractor shall indicate his acceptance of the above conditions by signing and returning one copy of this Storage Agreement.

ACCEPTED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

STORAGE CONDITIONS APPROVED:

SRI Consultants, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consulting Engineer

Material Stored: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Storage Site: \_\_\_\_\_

\_\_\_\_\_

- END OF SECTION -

## SECTION 01000

### BASIC REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 SECTION SUMMARY

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

## 1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to provide ....
- B. Work by Owner: Not applicable.
- C. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work and facility occupancy.

## 1.3 CONTRACTOR USE OF PREMISES

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

## 1.4 APPLICATIONS FOR PAYMENT

- A. Submit two (2) copies of each application on AIA G702™ and G703™ forms or approved contractors invoice form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly

## 1.5 ALTERNATES

- A. Alternates quoted on Bid Form shall be reviewed and accepted or rejected at the Owner's option.
- B. Coordinate related work and modify surrounding work as required.

## 1.6 COORDINATION

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

## 1.7 CUTTING AND PATCHING

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

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

#### 1.8 CONFERENCES

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

#### 1.9 PROGRESS MEETINGS

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

#### 1.10 SUBMITTAL PROCEDURES

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

#### 1.11 PROPOSED PRODUCTS LIST

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

1.12 SHOP DRAWINGS

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

1.13 PRODUCT DATA

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

1.14 SAMPLES

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

1.15 MANUFACTURERS' INSTRUCTIONS

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

1.16 MANUFACTURERS' CERTIFICATES

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

1.17 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

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

1.18 REFERENCES

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

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

#### 1.19 INTERIOR ENCLOSURES

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

#### 1.20 PROTECTION OF INSTALLED WORK

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

#### 1.21 PARKING

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

#### 1.22 PROGRESS CLEANING

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

#### 1.23 PRODUCTS

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

#### 1.24 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

#### 1.25 PRODUCT OPTIONS

- A. Where definite material is specified, it is not intention to discriminate against "equal" product made by another manufacturer. Intention is to set definite standard of material quality. Should bidder choose to bid materials other than those specified, bidder shall submit said materials specifications to Department Public Works, Highway & Transportation for approval at least seven (7) days prior to Bid Opening.
- B. Products and materials that are not specified, but have been approved for use by Owner/Project Engineer shall be identified in addenda to all bidding contractors.

- C. Requests for material or product substitutions submitted after Bid Opening shall be considered. Dane County reserves right to approve or reject substitutions based on Specification requirements and intended use.

#### 1.26 SUBSTITUTIONS

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

#### 1.27 STARTING SYSTEMS

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

#### 1.28 DEMONSTRATION AND INSTRUCTIONS

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

#### 1.29 CONTRACT CLOSEOUT PROCEDURES

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



1.30 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view.
- C. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.31 ADJUSTING

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

1.32 OPERATION AND MAINTENANCE DATA

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

1.33 SPARE PARTS AND MAINTENANCE MATERIALS

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

1.34 AS-BUILT DRAWINGS AND SPECIFICATIONS

- A. Contractor-produced Drawings and Specifications shall remain property of Contractor whether Project for which they are made is executed or not. Contractor shall furnish Owner/Project Engineer with original tracings of drawings and prints of specifications in reproducible format, one set of Drawings and Specifications and one set of as-builts drawings in AutoCAD 2007 (or lower) format and entire specification in Word 2000 (or lower) format on CD.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01090

### REFERENCES

#### PART 1 -- GENERAL

##### 1.01 References

- A. The standards and Manufacturers' association requirements issued by the following agencies are considered a part of these Specifications. Should conflict occur between Project Specifications and references, Project Specifications shall govern. Referenced material and modifications to each are indicated in each section they apply to. The following is a list of these organizations, Abbreviations and Names. The following acronyms or abbreviations as referenced in the Contract Documents are defined to mean the associated names. Both names and address are subject to change and are believed to be, but are not assured to be, accurate and up-to-date as the date of the Contract Documents.

AA	Aluminum Association 818 Connecticut Avenue, NW Washington, DC 10006 (202) 862-5100
AAMA	Architectural Aluminum Manufacturers Association 35 E. Wacker Drive Chicago, IL 60601 (312) 782-8256
ACI	American Concrete Institute Box 19150 Redford Station Detroit, MI 48219 (313) 532-2600
ACIL	American Council of Independent Laboratories 1725 K Street NW Washington, D.C. 20006 (202) 659-3766
AIA	American Institute of Architects 1735 New York Avenue, NW Washington, D.C. 20006 (202) 626-7474
AITC	American Institute of Timber Construction 33 W. Hampden Avenue Englewood, CO 80110 (303) 761-3212

ANSI American National Standards Institute  
1430 Broadway  
New York, NY 10018  
(212) 354-3300

APA American Plywood Association  
7011 South 19<sup>th</sup>  
Tacoma, WA 98466  
(253)-565-6600

ASHRAE American Society of Heating, Refrigeration and Air  
Conditioning Engineers  
1791 Tullie Circle NE  
Atlanta, GA 30329  
(404) 636-7722

ASME American Society of Mechanical Engineers  
345 East 47th Street  
New York, NY 10017  
(212) 644-7722

ASPE American Society of Plumbing Engineers  
15233 Ventura Boulevard  
Sherman Oaks, CA 91403  
(213) 783-4845

ASTM American Society for Testing and Materials  
100 Bar Harbor Drive  
West Conshohocken, PA 19428-2959  
(610) 832-9555

AWI Architectural Woodwork Institute  
2310 S. Walter Reed Drive  
Arlington, VA 22206  
(703) 671-9100

AWS American Welding Society  
550 LeJune Road  
Miami, FL 33135  
(305) 642-7090

BHMA Builders' Hardware Manufacturers Association  
(c/o TGAM)  
60 East 42nd Street, Room 1807  
New York, NY 10017  
(212) 682-8142

FM	Factory Mutual Engineering Corporation 1151 Boston-Providence Turnpike Norwood, MA 02062 (617) 762-4300
FS	Federal Specification (General Services Admin.) Building 179 Washington Navy Yard, SE Washington, D.C. 10407
MCAA	Mechanical Contractors Association of America 5530 Wisconsin Avenue Washington, D.C. 20015 (202) 654-7960
MIL	Military Standardization Documents (U.S. Dept. of Defense) Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
MRCA	Midwest Roofing Contractors Association 4840 West 15th Street, Suite 1000 Lawrence, KS 66049 (913) 843-4888
NAAMM	The National Association of Architectural Metal Manufacturers 21 N. LaSalle Street Chicago, IL 60601 (312) 346-1600
NCMA	National Concrete Masonry Association P. O. Box 781 Herndon, VA 22070 (703) 435-4900
NECA	National Electrical Contractors Association 7315 Wisconsin Avenue Washington, D.C. 20014 (301) 657-3110
NEMA	National Electrical Manufacturers Association 2102 L Street NW Washington, D.C. 20037
NFPA	National Fire Protection Association 470 Atlantic Avenue Boston, MA 02210 (617) 482-8755

NRCA National Roofing Contractors Association  
O'Hare International Center  
10255 West Higgins Road, Suite 600  
Rosemont, IL 60018-5607  
(708)-299-9070

OSHA Occupational Safety and Health Administration  
(U.S. Department of Labor)  
Government Printing Office  
Washington, D.C. 20402

PDI Plumbing and Drainage Institute  
5342 Boulevard Pl.  
Indianapolis, IN 46208  
(317) 251-5298

SDI Steel Deck Institute  
P. O. Box 25  
Fox River Grove, IL 60021  
(847)-458-4647

SJI Steel Joist Institute  
1703 Parham Road  
Richmond, VA 23229  
(804) 288-3071

SMACNA Sheet Metal and Air Conditioning Contractors' National Association  
8224 Old Courthouse Road  
Vienna, VA 22180  
(703) 790-9890

TIMA Thermal Insulation Manufacturers Association  
7 Kirby Plaza  
Mt. Kisco, NY 10549  
(914) 241-2284

UL Underwriters Laboratories  
333 Pfingsten Road  
Northbrook, IL 60062  
(312) 272-8800

-- END OF SECTION ---

## SECTION 01091

### DEFINITIONS

#### PART 1 -- GENERAL

##### 1.01 DEFINITIONS

- A. "Provide" -- Supply materials, products and services as well as furnish labor for installation and completion of items of work mentioned.
- B. "Furnish" -- Design, fabricate, purchase and deliver to the job site or other destination (all at Contractor's expense) as directed by Specification, Owner/Project Engineer or Consulting Engineer.
- C. "Or Approved Equal" clause -- Where use of "or approved equal" clause appears in reference to a given product, material or item of work, no other product, system, material or item of work will be considered for use in the Work or used as a basis for bidding except when submitted and approved in writing by Owner/Project Engineer as required.
- D. "Or Equal" clause -- Where use of "or equal" clause appears in reference to a given product, materials or items or work, no other products, system, material or item of work shall be used that is not equal in performance, quality, construction and finish to product system, material or item of work specified.
- E. "Debris" -- Rubbish, garbage, empty containers and wrapping and materials that cannot be used in the Work and not to be retained by the Owner.
- F. "Owner" --Dane County .
- G. "Work" -- Consisting of all labor and operations, transportation, hoisting, materials, tools, equipment, services, inspections, investigations, coordination and supervision required and/or reasonably necessary to produce the construction required by the Contract Documents.
- H. Where "as directed", "as required", "ordered", "prescribed", "approved", "acceptance" or words of similar nature are used, it shall be understood that such words refer to actions to be taken, in writing, by the Contractor unless otherwise stated. The words, "necessary", "suitable", "equal" or words of like import shall mean necessary or equal in the opinion of the Owner/Project Engineer and Consulting Engineer.
- I. "Install or Installation" -- The act of physically placing, applying, setting, erecting, anchoring, securing, etc. construction materials, equipment, furnishings, appliances and similar items specified and furnished at the job site. Installation of specified items shall be complete in all respects and at the Contractor's expense.
- J. "Asbestos" -- The asbestiform varieties of chrysotile (serpentine); crocidolite (riebeckite); amosite (cummington itegrunerite); anthophyllite; tremolite; and actinolite.
- K. "Asbestos-Containing Material (ACM)" -- When referring to buildings means any material or product which contains more than one percent asbestos.

- L. “Asbestos-Containing Building Material (ACBM)” -- Surfacing asbestos-containing materials (ACM), thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- M. “Asbestos-Containing Roofing Material (ACRM)” -- Roof material composed of asbestos of any type and in an amount greater than 1% by weight, either alone or mixed with other fibrous or nonfibrous materials.

The Contractor is advised to consult the “Glossary” included in the most recent edition of “NRCA Roofing and Waterproofing Manual”.

--- END OF SECTION ---

## SECTION 01300

### SUBMITTALS

#### **PART 1 – GENERAL**

##### 1.01 PROCEDURES

- A. Deliver submittals to Consulting Engineer at the office of SRI Consultants, Inc. (SRI), 3207 Laura Lane, Middleton, Wisconsin 53562
- B. Identify submittals with Contractor's name, Project name and date of submittal.
- C. Make any corrections to the submittals required by Consulting Engineer and resubmit until approved. Direct specific attention in writing to revisions on resubmittals other than the corrections requested by the Consulting Engineer.

##### 1.02 SUBMITTAL SCHEDULE

- A. Schedule and make all submittals in an orderly sequence so as to cause no delay in the Work or in the work of other Contractors.
- B. Ensure submittals are made far enough in advance of the related Work activity to provide time required for reviews, revisions, resubmittals, approvals, placing orders and securing materials and equipment.
- C. A total of three (3) copies of each submittal are required.
- D. In scheduling, allow at least ten (10) days for review following receipt of a submittal by the Consulting Engineer. Allow five (5) days for review of a resubmittal.

##### 1.03 CONSTRUCTION SCHEDULE

- A. Submit work schedule in graph or tabular form for the various phases of the Work including delivery of materials to site, set-up, start-up, tear off (if applicable), recover, phased work (with area designation and key plan), detail reconstructions (if applicable), metal work, etc.
- B. Should any activity critical to the full completion date be, in the judgment of the Consulting Engineer, behind schedule by seven (7) or more days, the Consulting Engineer may direct the Contractor to expedite the Work to regain compliance with the schedule. If so directed, the Contractor shall promptly expedite the Work by whatever means required including but not limited to, increasing the work force, adding additional shifts and working overtime. Such expediting shall be at no additional cost to the Owner. Failure of the Consulting Engineer to so direct shall not relieve the Contractor of his responsibility to comply with the construction schedule.
- C. Submit documents to claim conflicts with the work schedule due to weather, labor, etc. within ten (10) working days of said incident(s) for proper evaluation and action by the Consulting Engineer.



#### 1.04 SHOP DRAWINGS AND SAMPLES

- A. Submit all drawings, diagrams, illustrations, schedules, performance charts, instructions, specifications and other product data illustrating portions of the Work as required by the Specification sections. Such submittals, whether or not referred to as shop drawings, shall comply with the requirements for shop drawings herein prescribed. Unless otherwise noted in the Specification sections, submit a minimum of three (3) sets of shop drawings to the Consulting Engineer.
- B. Submit all samples of materials, equipment and workmanship as required by the Specification sections.
- C. Unless the precise color and pattern is specifically specified in the Specification sections, and whenever a color or pattern is available in a specified product, submit accurate color and pattern charts and samples for review and selection.
- D. Review, stamp with approval and submit all shop drawings and samples required by the Specification sections. Shop drawings or samples submitted without the Contractor's approval stamp will be returned without review.
- E. By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he has checked and coordinated each shop drawing and sample with the requirements of the Work and of the Contract Documents.
- F. Shop drawings and samples will be reviewed and approved by the Owner/Project Engineer and/or Consulting Engineer to determine in general if they are in compliance with the Contract Documents. Such approval shall not relieve the Contractor of responsibility for any deviations from the requirements of the Contract Documents or from the responsibility for errors or omissions in the shop drawings or samples.
- G. Do not commence any portion of the Work requiring a shop drawings or sample submittal until the submittal has been approved as prescribed herein. All such portions of the Work shall be in accordance with approved shop drawings or samples.

#### 1.05 MATERIAL SAFETY DATA SHEETS

- A. Submit "Material Safety Data Sheets" per Supplementary Conditions, Section 3.19.1.

#### 1.06 CERTIFICATES OF COMPLIANCE

- A. Submit in duplicate, certificates of compliance for each product specified, prior to installation of applicable product.
- B. Certificates of compliance shall include certified laboratory test reports, manufacturer's certificates or other evidence sufficient to verify compliance with the products specified.
- C. Submit all warranties, guarantees, manuals, etc. as described more fully in subsequent sections.

1.07 WAIVER OF LIEN

- A. Submit for approval, duplicate sample of executed Waiver of Lien to be used with each invoice. Lien Waivers are to include employees, materials, and subcontractors.
- B. Submit letter listing persons approved to sign Waiver of Lien.

--- END OF SECTION ---

## SECTION 01400

### QUALITY REQUIREMENTS

#### **PART 1 -- GENERAL**

##### 1.01 QUALITY OF WORK

- A. Perform all Work in the most workmanlike manner and according to the best standard practices. All Work shall be free from faults and defects in workmanship.
- B. Contractor shall be solely responsible for quality control of the Work and shall maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- C. Required testing and inspection are intended to assist in determination of probable compliances of the Work with the Contract Documents, but do not relieve the Contractor of responsibility for those compliances. Specified testing and inspection are not intended to limit the Contractor's quality control program.

##### 1.02 TESTING AND INSPECTION

- A. Testing and inspection, where required by the Specification sections, shall comply with the specific requirements of the applicable Specification section and general requirements contained herein.
- B. All testing and inspection whether required by the Specification sections or by laws, ordinances, rules, regulations, codes or orders of any public authority having jurisdiction or whether performed by the Contractor for quality control shall be at the Contractor's expense unless otherwise indicated in the Contract Documents.
- C. Fully cooperate and coordinate with the personnel of any testing agency whether performing testing or inspection as required by the Contract Documents or any public authority having jurisdiction or the Owner/Project Engineer and Consulting Engineer. Testing agency personnel shall have access to the Work at all time for the performance of such testing and inspection and the Contractor shall provide facilities for access in order that the testing agency may properly perform its function.
- D. In addition to testing and inspection required by the Contract Documents, the Owner/Project Engineer and Consulting Engineer may require special testing and inspection as provided in the General Conditions. The Owner/Project Engineer and Consulting Engineer may instruct the Contractor to arrange for such special testing and inspection or may arrange for the special testing and inspection directly.
- E. If at any time the work is found not to be in compliance, the contractor shall be back charged for all additional Engineering services incurred by the Owner to resolve the problem or remediate the roof. This will include all engineering work incurred with contract extensions.

##### 1.03 TESTING LABORATORY SERVICES

- A. Where the Specification sections require testing or inspection by a testing laboratory, engage a reputable, independent testing laboratory specializing in the required services unless the testing or

inspection is indicated as furnished by the Owner. The Owner/Project Engineer shall approve testing laboratory.

- B. The contractor or testing laboratory shall take specimens and samples for testing or inspection as approved by the Owner/Project Engineer and Consulting Engineer.
- C. Submit written reports of results of such testing or inspection, in duplicate, to the Consulting Engineer within three (3) days after completion of the testing or inspection. Reports shall clearly indicate compliance or non-compliance with specified standards and with the Contract Documents.
- D. Secure required certificates of testing, inspection or approval and promptly deliver to the Consulting Engineer.
- E. Give the Consulting Engineer timely notice of the Work ready to be tested or inspected.
  - 1. Unless the testing or inspection is indicated as furnished by the Owner/Project Engineer, give the Consulting Engineer timely notice of the date and time arranged so the Consulting Engineer may observe the testing or inspection.
  - 2. If the testing or inspection is indicated as furnished by the Owner/Project Engineer, the Consulting Engineer will arrange for a testing laboratory to perform the required services.
- F. If testing or inspection is indicated as furnished by the Owner/Project Engineer, the Owner/Project Engineer will engage an independent testing laboratory to perform the required services at the Owner's expense. Any testing or inspection furnished by the Owner/Project Engineer shall not constitute acceptance of the Work tested or inspected and shall not relieve the Contractor of his responsibility to comply with the Contract Documents. Written reports of results of testing or inspections furnished by the Owner/Project Engineer will be made available to the Contractor upon written request.
- G. If by negligence or failure of the Contractor to perform the work as specified, undue contract extension is required, the Contractor shall pay associated costs incurred due to contract extension. Additional consulting fees incurred will be charged back to the Contractor.

--- END OF SECTION ---

## SECTION 01500

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Temporary Utilities:
  - 1. Temporary electricity.
  - 2. Temporary heating.
  - 3. Temporary cooling.
  - 4. Telephone service.
  - 5. Temporary water service.
  - 6. Temporary sanitary facilities.
  
- B. Construction Facilities:
  - 1. Field offices and sheds.
  - 2. Vehicular access.
  - 3. Parking.
  - 4. Progress cleaning and waste removal.
  - 5. Project identification.
  
- C. Temporary Controls:
  - 1. Barriers.
  - 2. Enclosures and fencing.
  - 3. Security.
  - 4. Water control.
  - 5. Dust control.
  - 6. Noise control.
  - 7. Pollution control.
  
- D. Removal of utilities, facilities, and controls.

##### 1.2 TEMPORARY ELECTRICITY

- A. Owner will pay cost of non-heat electrical power that is needed. Exercise measures to conserve energy. Utilize Owner's existing power service.
  
- B. Provide temporary electric feeder from existing building electrical service at location as directed by Owner. Do not disrupt Owner's use of service.
  
- C. Complement existing power service capacity and characteristics as required for construction operations.
  
- D. Provide power outlets, with branch wiring and distribution boxes located as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment.

1.3 TEMPORARY HEATING

- A. Existing facilities shall not be used.

1.4 TEMPORARY COOLING

- A. Existing facilities shall not be used.

1.5 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service to field office at time of project mobilization, or have cell phone available at all times for site contact calls.

1.6 TEMPORARY WATER SERVICE

- A. Owner will pay cost of temporary water. Exercise measures to conserve energy. Utilize Owner's existing water system, extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.

1.7 TEMPORARY SANITARY FACILITIES

- A. Existing facilities may be used during construction operations. Maintain daily in clean and sanitary condition.
- B. At end of construction, return existing facilities used for construction operations to same or better condition as original condition.

1.8 FIELD OFFICES AND SHEDS

- A. Designated existing spaces may be used for storage.
- B. Locate sheds minimum distance of 30 feet from existing structures.
- C. Removal: At completion of Work remove buildings, unused materials, utility services, and debris. Restore areas to original condition.

1.9 VEHICULAR ACCESS

- A. Maintain unimpeded access for emergency vehicles. Maintain 20 feet wide driveways with turning space between and around combustible materials.
- B. Maintain access to fire hydrants and control valves free of obstructions.
- C. Use existing on-site roads for construction traffic.

1.10 PARKING

- A. Maintenance:

1. Maintain traffic and parking areas in sound condition free of construction equipment, products, mud, snow, and ice.
2. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

B. Repair:

1. Repair existing facilities damaged by use, to original condition.

1.11 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Remove debris and rubbish from closed or remote spaces, prior to enclosing spaces.
- C. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- E. All adjacent windows are to be cleaned as section is completed, and all windows are to be professionally cleaned at substantial completion.

1.12 PROJECT IDENTIFICATION

- A. No other signs are allowed without Owner permission except those required by law.
- B. Design sign and structure to withstand 60 miles/hr wind velocity.
- C. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.
- D. Maintenance: Maintain signs and supports clean, repair deterioration and damage.
- E. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.13 BARRIERS

- A. Provide barriers to protect existing facilities and adjacent properties from damage from construction operations and demolition.

- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- 1.14 ENCLOSURES AND FENCING
- A. Construction: Contractor's option.
- 1.15 SECURITY
- A. Security Program:
    - 1. Protect Work from theft, vandalism, and unauthorized entry.
    - 2. Initiate program in coordination with Owner's existing security system at project mobilization.
- 1.16 WATER CONTROL – BRICK CLEANING
- A. Maintain drainage away from existing facility. Provide, operate, and maintain pumping equipment as necessary.
  - B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
  - C. Do not use concentrated acids that will damage the building.
- 1.17 DUST CONTROL – BRICK GRINDING AND HAMMERING
- A. Execute Work by methods to minimize raising dust from construction operations.
  - B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
  - C. Grinding will be permitted during working hours, between 7:45 am and 4:30 pm, if wetting and dust control measures are used.
- 1.18 NOISE CONTROL
- A. Provide methods, means, and facilities to minimize noise produced by construction operations.
  - B. Hammering will not be permitted during working hours, between 7:45 am and 4:30 pm.
- 1.19 POLLUTION CONTROL
- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
  - B. Comply with pollution and environmental control requirements of authorities having jurisdiction.



1.20 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing and permanent facilities used during construction to original condition.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01508

### RECYCLING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Waste Management Goals
  - 2. Waste Management Plan
  - 3. Reuse
  - 4. Recycling
  - 5. Materials Sorting and Storage On Site
  - 6. Lists of Recycling Facilities Processors and Haulers
  - 7. Waste Management Plan Form
  
- B. Related Sections:
  - 1. Section 01000 - Basic Requirements
  - 2. Section 01500 - Temporary Facilities and Controls: Progress cleaning and waste removal
  - 3. Section 02221 - Building Demolition
  - 4. Section 02225 - Minor Demolition for Remodeling

##### 1.2 WASTE MANAGEMENT GOALS

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

##### 1.3 WASTE MANAGEMENT PLAN

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

- e. On-site storage and separation requirements (on site containers);
- f. Transportation methods; and
- g. Destinations.

#### 1.4 REUSE

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

#### 1.5 RECYCLING

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

#### 1.6 MATERIALS SORTING AND STORAGE ON SITE

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

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

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

1.8 WASTE MANAGEMENT PLAN FORM

A. Contractor Information:

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

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

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

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

Solvents	_____ gallons	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 02070

### DEMOLITION

#### **PART 1 -- GENERAL**

##### 1.01 CONDITIONS OF THE CONTRACT

- A. The conditions of the Contract (General, Supplementary, and Other Conditions) and the requirements of Division 1, are hereby made a part of this Section. Applicable provisions of Division 1 shall govern Work under this Section.

##### 1.02 WORK INCLUDED

- A. Provide all labor, materials, services and incidentals necessary to perform the following work as shown on the drawings:
  - 1. Remove and dispose of existing roofing system.
  - 2. Remove and dispose of existing metal work associated with the roof system.
  - 3. Remove and dispose of all contingent materials as required and specified.
  - 4. Disconnection and reconnection of all HVAC units as required.

##### 1.03 RELATED SECTIONS

- A. Section 07205 - Insulation.
- B. Section 07542 – Thermoplastic Membrane Roofing.
- C. Section 06010 – General Carpentry
- D. Section 07620 - Sheet Metal Flashing and Trim.
- E. Section 07900 - Sealants.

##### 1.04 REGULATORY REQUIREMENTS

- A. The following regulatory agencies' requirements shall be enforced:
  - 1. Occupational Safety and Health Administration (OSHA).
  - 2. Wisconsin Administrative Code.
  - 3. United States Department of Transportation (US DOT).
  - 4. Environmental Protection Agency (EPA).
  - 5. National Emission Standards for Hazardous Air Pollutants (NESHAP).

6. In Wisconsin:
  - a. Department of Natural Resources (DNR).
  - b. Department of Health and Social Services (DHSS).
- B. The Contractor shall perform all Work in accordance with State of Wisconsin Department of Health and Social Services, HSS 159.
- C. The Owner/Project Engineer and Consulting Engineer on this Project are not advisors of non-roofing material related asbestos issues. The Contractor shall consult the Owner's Asbestos Consultant for clarifications.

#### 1.05 PROTECTION

- A. When Work involves removal of roofing materials, the following minimum requirements shall be enforced:
  1. The Contractor shall exercise extreme caution and take all necessary precautions to limit exposing his workmen or bystanders to any dangerous conditions.
  2. Protect all existing utilities against damage. Maintain existing utilities during demolition operations.
  3. Protect passageways and maintain all exit ways to ensure the safe passage of persons around the area of demolition.
  4. Conduct operations in a manner that will prevent damage by falling debris, or other causes.
  5. Provide interior and exterior shoring, bracing, or support required to prevent movement, settlement, or collapse of adjacent facilities indicated to remain.
  6. Protect all remaining portions of the building and property not scheduled for demolition. These areas shall be completely protected during demolition and removal of debris. Any resulting damage shall be repaired or replaced to like-new condition by the Contractor responsible under the direction and approval of the Owner/Project Engineer or Consulting Engineer.
  7. Protect all landscaping from damage and replace or repair any landscaping to like-new condition by the Contractor responsible. Grass areas damaged shall be replaced with sod and sufficiently watered for two weeks by the Contractor.
  8. When the Work involves removal of non-roofing materials containing asbestos, notify the Owner's Asbestos Consultant immediately for proper removal procedural information.

#### 1.06 OCCUPANCY

- A. The Owner shall occupy the building during demolition and construction and the facility shall remain operational. The event schedule has been provided with the Bid Documents. Events may be added or deleted from the schedule provided. The Contractor will be required to coordinate work schedule and operations to allow the Owner to conduct business at the facility.
- B. Coordinate all Work in advance with the Owner.

#### 1.07 DUST CONTROL

- A. The following **minimum** requirements will be enforced:
  - 1. It is imperative that dust be kept to a minimum during removal of the roofing system.
  - 2. Debris shall be transported on covered trucks.
  - 3. Debris shall be removed as it accumulates.
  - 4. As it pertains to interior conditions, no excessive disturbance of the structure which causes airborne debris will be tolerated. During events no operations producing noise that would disrupt the event will be allowed.

### **PART 2 -- EXECUTION**

#### 2.01 DEMOLITION IN STRUCTURES AND CONSTRUCTION TO REMAIN

- A. Remove existing construction and equipment including roofing membrane, insulation, flashings, sheet metal and blocking as required to complete the installation of new roofing Work as shown on the drawings or specified.
- B. Coordinate all HVAC disconnect and reconnect work with a service technician approved by the HVAC unit Manufacturer.
- C. Do not start tear off of existing materials when inclement weather is expected.
- D. Refer to Subsection 1.05 PROTECTION for requirements relating to protection of existing structure and property.
- E. Provide protective devices, enclosures, rails and similar items necessary to provide for normal public passage and to prevent bodily injury to occupants of the building.
- F. Use of the building, or any of its mechanical or electrical systems, shall not be curtailed without prior agreement with the building Owner.
- G. Conduct demolition operations and the removal of debris to ensure minimum interference with roads, walks and other adjacent occupied or used facilities.
- H. If during the course of the demolition work portions of the existing structure are opened to the weather, it shall be the Contractor's responsibility to close such openings as required in a weather tight manner at the end of each work day.



## 2.02 DISPOSAL OF MATERIALS

- A. All demolition material not scheduled for re-use shall be removed from the Owner's site and recycled or reused by the Contractor.
  - 1. Accumulated debris shall be cleaned up on a daily basis.
  - 2. Remove all salvaged items from the site as demolition progresses. Storage or sale of removed items on the site will not be allowed.
  - 3. The Contractor is responsible for the proper location and method of disposal for each individual component of the roofing system.
  - 4. The site is to be broom clean at the end of each working day.
- B. No burning on site will be permitted.

--- END OF SECTION ---

SECTION 06010  
GENERAL CARPENTRY

**PART 1 -- GENERAL**

1.01 CONDITIONS OF THE CONTRACT

- A. The conditions of the Contract (General, Supplementary, and Other Conditions) and the requirements of Division 1 are hereby made a part of this Section. Applicable provisions of Division 1 shall govern Work under this Section.

1.02 WORK INCLUDED

- A. This Section includes all labor, material, equipment, and related services necessary to perform the following Work:
  - 1. Furnish and install wood framing, bracing, blocking and curbing as required and as shown on the Drawings.

1.03 RELATED SECTIONS

- A. Section 07205 - Insulation.
- B. Section 07542 - Thermoplastic Membrane Roofing.
- C. Section 07620 - Sheet Metal Flashing and Trim.
- D. Section 07900 - Sealants.

1.04 QUALITY ASSURANCE

- A. Existing wood members, intended for re-use that are found not to be in satisfactory condition, are to be replaced with equivalent products. Replacement Work shall be by Change Order based on unit prices in the Bid Form.
- B. Existing construction may not be as shown on the Drawings and some modification of details may be required to accomplish the intent of the Contract Documents. All modifications or adjustments are to be approved in advance by the Owner/Project Engineer.
- C. No Work of this Section is to be installed unless it can be completely protected from exposure to the weather by the specified flashing the same day Work is installed.
- D. Any grouting, shimming, patching or filling of existing construction required to properly install wood members is the responsibility of the Contractor.
- E. There shall be no deviation made from this Specification or the approved shop drawing without prior written approval by the Owner/Project Engineer.

- F. Shop drawings of proposed alternate details shall be submitted to the Owner/Project Engineer and Consulting Engineer for approval prior to the start of construction.
- G. Proposed alternate details and installation procedures shall comply with the Specifications and Drawings.

#### 1.05 REGULATORY REQUIREMENTS

- A. Materials and construction shall meet the following:
  - 1. Underwriters Laboratories, Inc. (UL): Standards UL 723 and Subject 1040 Conformance.
  - 2. Factory Mutual Engineering Corporation (FM): FM Data Sheets 1-0, 1-1, 1-21, and 1-23; Fire Classification, Class 1 (FM Approval Standards).
  - 3. International Conference of Building Officials, Uniform Building Code (UBC).
  - 4. Regional, State, and Local Building Codes and/or Ordinances.

#### 1.06 SPECIAL CONTRACTOR REQUIREMENTS

- A. The Contractor shall provide a Project Foreman with a minimum of five (5) years documented experience in the supervision of general carpentry and shall be knowledgeable in the type of construction specified herein.
- B. The Contractor's Foreman shall be present on the job site for the entirety of the Work and shall be accessible at all times to ensure good project coordination and communication.
- C. All Work that requires saw cutting, vacuuming, and other similar functions that create substantial noise and/or vibration shall be coordinated well in advance of the Work with the Owner/Project Engineer and the Consulting Engineer.
- D. Take all necessary precautions to protect the Owner's property as well as adjacent property, including trees, shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, etc., from any and all damage which may result due to Work on this Project.

#### 1.07 SUBMITTALS

- A. Submit shop drawings as required. Drawings shall show all other details required for proper lumber installation that are not shown in or that differ from the Specifications and Drawings.
- B. Submit a list of materials (as outlined in 2.02 Materials) for use in the Work.
- C. A total of five (5) copies of each submittal is required.

#### 1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Delivery and Storage of Materials.
  - 1. Deliver all materials in their original unopened containers with all markings intact.

2. Store all materials in a dry place or otherwise protect from water or extreme humidities. Cover with a breathable covering, such as canvas. Covering shall extend to base of stack on all sides.
3. Store cements and adhesives in the manner and temperature range recommended by the individual Manufacturers.

**B. Handling Materials**

1. Handle materials to avoid bending, breaking or otherwise damaging them during transportation and installation.
2. Do not store materials on the roof in a manner that may exceed the live load capacity of the deck system or the structure. The Consulting Engineer, during routine observations, may make recommendations as to loading.
3. Do not transport materials over or store materials on a roof section without prior approval of the Consulting Engineer.

**1.09 GUARANTEES, WARRANTIES, CERTIFICATES**

- A. Materials and/or workmanship shall be guaranteed against all defects for a period of five (5) years from the date of Substantial Completion.

**PART 2 -- PRODUCTS**

The Contractor is responsible for furnishing the following materials in the amount required for completion of the entire Project specified herein.

**2.01 ACCEPTABLE MANUFACTURERS**

- A. Provide products by Manufacturers specified herein which meet or exceed standards as set forth in this Section. No materials specified or approved shall contain asbestos.
- B. All materials shall be new unless noted otherwise.

**2.02 MATERIALS**

- A. Lumber, Nailers and Blocking: Kiln-dried, grade marked, mill tradesmarked according to the National Lumber Manufacturer's Association; Douglas Fir #2 grade or better of Hemlock or White Fir construction grade or better. Lumber stress grade shall be 1,150 psi minimum (E = 1,150 psi). 2 X 4 (minimum) studs required. Moisture content shall be less than 19 percent at the time of installation.
- B. Sheathing: 3/4" American Plywood Association (APA) exterior rated 4-ply CDX fir, non-preserved treated meeting U.S. Products Standard PS1 or Performance Standard PRP-108 for soft plywood construction. Moisture content shall be less than 19 percent at the time of installation.
- C. Fasteners: Space fasteners as shown on the Drawings or as specified herein:

1. Nails used to secure lumber to other wood members shall have galvanized metal consistency, and shall be long enough to penetrate 1-1/4". Two rows are required, staggered when feasible. Spacing in any one row shall not exceed 24". Spacing shall not exceed 12", 8' each way from outside corners. Withdrawal resistance shall be 100 pounds per nail minimum. (Lag screws of equivalent strength may be used if desired.)
  2. Fasteners used to secure lumber to masonry or concrete shall be 1/2" minimum diameter metal expansion stud anchors in pre-drilled holes such as Kwik-Bolt Stud Expansion Anchor by Hilti, Inc. or approved equal. Space fasteners at 12" o.c. (maximum).
  3. Fasteners used to secure lumber to metal deck shall be:
    - a. Self-drilling, self-tapping, organic fluoropolymer coated screws (minimum 30 Kesternich Cycles) with a minimum 0.201" shank diameter such as Type 14-10 Heavy Duty All Purpose Screw manufactured by Olympic Fasteners (2-1/4" length required for 2x nailer or blocking or approved equal.) **AND/OR** nut, bolt and washer assemblies, 1/2" minimum diameter, galvanized metal or stainless steel. Stagger if lumber is 6" or wider. At outside corners fasteners shall be spaced 12" o.c., 8' each way from the corner. Space fasteners at 12" o.c. (maximum). Minimum withdrawal resistance shall be 800 pounds per fastener.
  4. Fasteners used to secure metal to metal shall be hardened, self-tapping, sheet metal gimlet point type, with hex/washer head, and be of compatible material. Space fasteners at 12" o.c. (maximum).
  5. Other fasteners not specifically described shall be as selected by the Contractor subject to approval by the Owner/Project Engineer.
- D. Other Materials: All other materials, not specifically described but required for a complete and proper installation of the Work in this Section, shall be as selected by the Contractor subject to approval by the Owner/Project Engineer.

### **PART 3 -- EXECUTION**

#### **3.01 EXAMINATION**

- A. The Contractor shall have the sole responsibility for the accuracy of all measurements and for the estimate of material quantities required and necessary to satisfy the requirements of these Specifications.

#### **3.02 SEQUENCING/SCHEDULING**

- A. Remove only as much exterior protection as can be restored to a weathertight condition each day or before showers commence.
- B. All contingent flashings shall be completed each day on the worked section.

#### **3.03 SUBSTRATE PREPARATION**

- A. Remove existing materials as required to complete the Work.

- B. Scrape, broom and/or repair existing surfaces to insure that the substrate is smooth, clean, dry, and free from any sharp projections and depressions prior to the start of installation of the Work.

#### 3.04 OTHER REPAIRS AND CONSTRUCTION

- A. Furnish new wooden nailers and blocking for installation areas and applicable details.
- B. Only as directed and reviewed by the Consulting Engineer, install new lumber in place of existing rotted or otherwise deteriorated lumber not originally scheduled for replacement. Repairs shall be by Change Order based on unit prices in Bid Form.
- C. Assure all existing structural material is sound and secured properly prior to construction. Notify Consulting Engineer of any inconsistencies.

#### 3.05 ROUGH CARPENTRY - INSTALLATION

- A. Install new wood members accurately, rigidly framed, closely fitted, plumb and true and securely anchored.
- B. Shim and brace Work properly to insure solid bearings and true alignment.
- C. Install all miscellaneous items required to complete installation.
- D. Provide rough openings as required.
- E. Provide wood nailers and/or blocking wherever shown on the Drawings and where required for attachment of other Work. Form to shapes as shown and cut as required for true line and level of Work to be attached. Set true to line, level and plumb with intersections true to required angle, if applicable. Coordinate location with other Work involved.
- F. Attach all Work to substrates securely with fasteners per this Section as required to support applied loading. Countersink fasteners flush with surfaces, unless otherwise shown.

--- END OF SECTION ---

DIVISION 7 - THERMAL AND MOISTURE PROTECTION  
SECTION 07205 - INSULATION

**PART 1 -- GENERAL**

1.01 CONDITIONS OF THE CONTRACT

- A. The conditions of the Contract (General, Supplementary, and Other Conditions) and the requirements of Division 1, are hereby made a part of this Section. Applicable provisions of Division 1 shall govern the Work under this Section.

1.02 WORK INCLUDED

- A. This Section includes all labor, material, equipment and related services necessary to perform the following Work:
  - 1. Repair and/or replace existing roof deck or pertinent substrate as required to receive new insulation.
  - 2. Where required, furnish and install new rigid board insulation system.
  - 3. Install new cover board system.
  - 4. Furnish and install new wood blocking incidental to the insulation Work.

1.03 RELATED SECTIONS

- A. Section 02070 - Demolition.
- B. Section 07542- Thermoplastic Sheet Roofing – Mechanically Attached.
- C. Section 07620 - Sheet Metal Flashing and Trim.
- D. Section 07900 - Sealants.

1.04 QUALITY ASSURANCE

- A. The Insulation Manufacturer shall have a minimum ten (10) years experience specializing in roof insulations.
- B. The Contractor shall have a minimum ten (10) years documented experience specializing in installing insulation systems.
- C. The insulation system must be applied by a Roofing Contractor authorized by the Insulation System Manufacturer.
- D. All components used in the insulation system shall be approved by the Insulation Manufacturer.
- E. There shall be no deviation made from this Specification or the approved shop drawings without prior written approval by the Manufacturer and Owner/Project Engineer.
- F. Shop drawings of proposed alternate details shall be submitted to the Owner/Project Engineer and Consulting Engineer for approval prior to the start of construction.

DIVISION 7 - THERMAL AND MOISTURE PROTECTION  
SECTION 07205 - INSULATION

- G. Proposed alternate details and application procedures shall comply with the Specifications, Drawings, and Manufacturer's recommendations.
- H. The Contractor shall keep a copy of the Insulation Manufacturer's installation instructions and these Specifications on site at all times.

1.05 REGULATORY REQUIREMENTS

- A. Materials and construction shall meet the following:
  - 1. International Conference of Building Officials, Uniform Building Code (UBC).
  - 2. Regional, State, and Local Building Codes and/or Ordinances.

1.06 REFERENCES

- A. References shall refer to the most recent standard.
  - 1. American Society for Testing and Materials (ASTM).
  - 2. Federal Specifications (FS).
  - 3. Factory Mutual Engineering Corporation (FM).

1.07 SPECIAL ROOFING CONTRACTOR REQUIREMENTS

- A. The Contractor shall provide a Project Foreman with a minimum of ten (10) years documented experience in the supervision of insulation system installation and shall be knowledgeable in the type of insulation system specified herein.
- B. The Contractor shall not change Foreman or crew without prior approval of the Consulting Engineer.
- C. The Contractor's Foreman shall be present on the job site during the majority of work hours and shall be accessible at all times to ensure good Project coordination and communication.
- D. During the workday, should the weather conditions appear to be changing adversely, the Foreman shall take preventative measures to allow the roof to be closed to a watertight condition to avoid exposure of buildings, equipment and materials.
- E. All Work that requires saw cutting, vacuuming and other similar functions that create substantial noise and/or vibration shall be coordinated well in advance of the Work with the Owner/Project Engineer and the Consulting Engineer.
- F. Prior to the start of the Project, and daily after the start, the Contractor shall review the type of space below the roof being worked on to ensure that all special requirements because of occupancy type are complied with prior to the start of the Work.
- G. Take all necessary precautions to protect the Owner's property as well as adjacent property, including trees, shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, etc., from any and all damage which may result due to Work on this Project.



DIVISION 7 - THERMAL AND MOISTURE PROTECTION  
SECTION 07205 - INSULATION

- H. Repair any Work, damaged by failure to provide proper and adequate protection, to its original state to the satisfaction of the Owner/Project Engineer or remove and replace with new Work at the Contractor's expense.
- I. Gas powered equipment will not be allowed on finished roof surfaces. Gas and gas powered equipment shall be removed from unfinished roof surfaces on a daily basis.
- J. The Contractor is responsible for furnishing and installing any and all temporary or permanent fall protection tie-offs required to safely complete their roofing operations, this includes but is not limited to meeting current OSHA requirements, modifying existing structure to receive tie-off hardware and provide stamped engineering calculations.
- K. If the Contractor intends to use the existing fall protection tie-off points, the Contractor is responsible for providing independent verification that existing fall protection tie-off points meet current OSHA requirements.

1.08 SUBMITTALS

- A. Submit shop drawings as required. Drawings shall show details required for proper insulation system installation that are now shown in or that differ from the Specifications and Drawings.
- B. Submit a list of materials for use in the Work.
- C. Submit product data for the insulation system(s).
- D. Submit Insulation Manufacturer's installation instructions.
- E. A total of three (3) copies of each submittal is required.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials in Manufacturer's original, unopened containers with Manufacturer's labels intact and legible.
- B. Stack insulation at least 4" above the ground on pallets and cover with a breathable covering, such as canvas. The covering shall extend to grade on all sides. Protect foam insulations from direct exposure to sunlight. Translucent plastic wrap as provided by the Manufacturer for shipping will not constitute adequate protection.
- C. Materials shall be stored so as to protect them completely from damage by the elements and temperatures. Storage of materials on ground and/or rooftop shall be protected with waterproof canvas covering and stored on raised platforms. The use of pallets or similar type equipment will be acceptable.
  - 1. Waterproof canvas covering shall be applied in a watertight manner and securely tied at the end of each work day or work period.
  - 2. Use of the Manufacturer's product protection wrapping is not acceptable for worksite type protection. Wrapping shall be side-punctured or end-punctured or slashed before covering with

DIVISION 7 - THERMAL AND MOISTURE PROTECTION  
SECTION 07205 - INSULATION

canvas.

3. No tears in the waterproof canvas covering will be allowed.

D. Material storage in warehouse, storage trailer, or tent is recommended.

E. Keep lids tightly sealed on all emulsions, solvent based adhesives, and cements to keep volatiles from escaping.

F. Handling Materials

1. Do not store or transport insulation materials on the roof in a manner that may exceed the live load capacity of the deck system or the structure. The Consulting Engineer, during routine observations, may make recommendation as to loading.

2. Do not transport insulation materials over or store materials on a finished section, without prior approval from the Consulting Engineer.

1.10 ENVIRONMENTAL REQUIREMENTS

A. Do not apply insulation during inclement weather or when air temperature is below (or is expected to be below) 40°F (5°C).

1.11 GUARANTEES, WARRANTIES, CERTIFICATES

A. Furnish two copies of the following to the Owner/Project Engineer:

1. Contractor's Warranty: The Contractor shall warrant, in writing, all insulation materials for a period of five (5) years following completion and that the insulation system has been installed according to material Manufacturer's current specifications. The warranty shall cover labor and materials. The MRCA printed guarantee shall be used as a standard.

**PART 2 -- PRODUCTS**

The Contractor is responsible for furnishing the following materials in the amount required for completion of the entire Project specified herein.

2.01 ACCEPTABLE MANUFACTURERS

A. Provide products by Manufacturers specified herein which meet or exceed standards as set forth in this Section. **No materials specified or approved shall contain asbestos.**

B. All materials shall be new unless otherwise noted.

2.02 MATERIALS

A. Insulation

1. **Flat Stock:**

DIVISION 7 - THERMAL AND MOISTURE PROTECTION  
SECTION 07205 - INSULATION

- a. Polyisocyanurate: (Thickness as shown on the Drawings) Shall be HCFC-blown foam conforming to ASTM D1621, D1622, and D2126. Rigid board insulation shall be "ENRGY 3" by Johns Manville; Denver Co. or "Sarnatherm" as manufactured by Sika Sarnafil Inc. Canton, Ohio. Fiberglass reinforced facers are required. 4' X 4' maximum board size.

2. **Tapered:**

- b. Polyisocyanurate: 1/4" designated per foot slope (except as noted on the Drawings) shall be HCFC-blown foam conforming to ASTM D1621, D1622, and D2126, with polyisocyanurate board fill (not to exceed 1-1/2" thickness) shall be "ENRGY 3" by Johns Manville; Denver Co. or "Sarnatherm" as manufactured by Sika Sarnafil Inc. Canton, Ohio. Fiberglass reinforced facers are required. 4' X 4' maximum board size.
- c. Saddles and Crickets: 1/2" per foot finished slope (except as noted on the Drawings) shall be HCFC-blown foam conforming to ASTM D1621, D1622, and D2126, tapered polyisocyanurate board fill (not to exceed 1-1/2" thickness) Shall be "ENRGY 3" by Johns Manville; Denver Co. "Sarnatherm" as manufactured by Sika Sarnafil Inc. Canton, Ohio. Fiberglass reinforced facers are required. 4' X 4' maximum board size. Conform to FS HH-1972/2 Class 1.

B. Cover Board:

- a. Cover board: Shall be 1/4 inch thick siliconized gypsum hardboard with glass-mat facers, pre-primed on one side or high-density polyisocyanurate with mineral surfaced, fiberglass reinforced facers. Cover board shall be DensDeck Prime as manufactured by Georgia Pacific, Atlanta Ga. or Invinsa Roof Board as manufactured by Johns Manville, Denver Co. Maximum board size 4' x 4'.

C. Cover Board/Insulation Fasteners:

- a. Fasteners shall be a combination 3 inch round, 26 gauge stamped SAE 1010 steel plate with an AZ 55 Galvalume coated #12 fastener. Fastener shank shall be 0.168 inch and the thread diameter shall be 0.214 inch, long enough to penetrate roof deck 3/4 inch. Fasteners shall be UltraFast pre-assembled fasteners as manufactured by Johns Manville Denver, Co. or Sarnaplate pre-assembled as Manufactured by Sika Sarnafil Inc. Canton, MA.

D. Cover Board Adhesive:

- a. Adhesive shall be two part low rise polyurethane foam conforming to ASTM D-1621-23. Adhesive shall be JM 2 Part Urethane Insulation Adhesive as Manufactured by Johns Manville Denver, Co. or Sarnacol 2163 2 Part Urethane Insulation Adhesive as Manufactured by Sika Sarnafil Inc. Canton, Ohio.

D. Roofing Asphalt:

- a. Type III (steep) roofing asphalt shall conform to ASTM D312 and have a softening point of 185°F minimum to 205°F maximum; flash point of 475°F minimum; penetrations - 6 minimum at 32°F, 15 minimum to 35 maximum at 77°F, 90 maximum at 115°F; solubility - 99 percent minimum; except ductility at 77°F shall be 2.5 minimum to 10 maximum.

DIVISION 7 - THERMAL AND MOISTURE PROTECTION  
SECTION 07205 - INSULATION

E. Fasteners (Miscellaneous):

1. Nails used to secure wood such as fascias, cant strips, blocking and nailers to other wood members shall be galvanized and long enough to penetrate 1-1/4". Two rows are required, staggered when feasible. Spacing in any one row shall not exceed 24". Spacing shall not exceed 12", 8' each way from outside corners. Withdrawal resistance shall be 100 pounds per nail minimum. (Lag screws of equivalent strength may be used if desired.)
2. Fasteners used to secure lumber to masonry or concrete shall be 1/2" minimum diameter metal expansion stud anchors in pre-drilled holes such as "Kwik-Bolt II Stud Expansion Anchor" by Hilti, Inc. or approved equal. Space fasteners at 12" o.c. (maximum).
3. Fasteners used to secure lumber to metal deck shall be:
  - a. Self-drilling, self-tapping, organic fluoropolymer coated screws (minimum 30 Kesternich Cycles) with a minimum 0.201" shank diameter such as "Type 14-10 Heavy Duty All Purpose Screw" by Olympic Fasteners or approved equal (2-1/4" length required for 2x nailer or blocking). Space fasteners at 12" o.c. (maximum). **AND/OR** nut, bolt and washer assemblies, 1/2" minimum diameter, spaced 4' o.c. and have galvanized metal or stainless steel consistency. Stagger if lumber if 6" or wider. At outside corners fasteners shall be spaced 2' o.c., 8' each way from the corner. Minimum withdrawal resistance shall be 800 pounds per fastener.
4. Other fasteners not specifically described shall be as selected by the Contractor subject to approval by the Consulting Engineer. All fasteners shall meet the requirements set forth in FM Data Sheet 1-28 and 1-49 as appropriate.

F. Base Sheet: GAFGLAS #75 Base Sheet as manufactured by GAF Corp.

F. Lumber, Nailers and Blocking: #2 grade wood (lumber) or better.

G. Plywood: APA exterior rated 4-ply CDX.

H. Batt Insulation: ASTM C665, FS HH-I-521, Type I, nominal 4" thick fiberglass blanket.

I. Other Materials: All other materials, not specifically described but required for a complete and proper installation of the Work in this Section, shall be as selected by the Contractor subject to approval by the Consulting Engineer.

### **PART 3 -- EXECUTION**

#### 3.01 DEFINITIONS

- A. The term "phased construction" or "phased application" shall mean the insulation system construction or application process in which all parts of cross-section of a roofing system, including the vapor retarder, roof insulation, cover board and roof membrane are not completed for a particular roof area during one day or work period.

#### 3.02 EXAMINATION

DIVISION 7 - THERMAL AND MOISTURE PROTECTION  
SECTION 07205 - INSULATION

- A. The Contractor shall have the sole responsibility for the accuracy of all measurements and for the estimate of material quantities required and necessary to satisfy the requirements of these Specifications.

3.03 SUBSTRATE PREPARATION

- A. Remove the existing membrane leaving insulation.
- B. Scrape, broom, repair and/or replace existing insulation and deck to insure that the substrate is smooth, clean, dry and free from any sharp projections and depressions prior to the start of installation of the new insulation system.
- C. Insulation and Deck Repairs (Note: Insulation and Deck repairs, if needed, shall be as directed by the Owner/Project Engineer, shall be by change order and shall be based on the square foot line item price on the Bid Form.

3.04 WORKMANSHIP

- A. All insulation Work shall be accomplished with non-working Foreman overseeing the work of workers who are thoroughly skilled in the application of specified materials. All workmanship to be of the very best, and shall be done in such a manner as to fulfill the requirements of the Drawings and Specifications.
- B. Weather Condition Limitations: Proceed with insulation Work only when existing and forecasted weather conditions will permit Work to be performed in accordance with the requirements of this Specification.
- C. After starting the Work, the Contractor shall be responsible for complete moisture integrity of the insulation system. Therefore, the Contractor shall:
  - 1. Establish and follow application procedures to insure that adequate quantities of materials are used.
  - 2. Maintain competent Foreman continuously supervising the Work, with authority to discard unsuitable materials and remove unsatisfactory workmen from the Project.
  - 3. Observe all fire precautions involving the storage and handling of insulation materials. Provide adequate quantity of fire extinguishers at the worksite, especially at the kettles, torches, or open flames.
  - 4. Comply with current insulation safety standards at all times.
  - 5. Supervise installation of and be responsible for seeing that roof mechanical and electrical equipment, roof drains, etc. are properly set without damage to the roof. Make roof and flashing repairs as necessary and advise the Consulting Engineer in writing of all potential leaks as may be caused by other trades not under the Contractor's control.
  - 6. Under no conditions shall any insulation materials be applied before sunrise, or at anytime when there are indications of moisture present (rain, mist, dew, frost, and snow).

DIVISION 7 - THERMAL AND MOISTURE PROTECTION  
SECTION 07205 - INSULATION

7. Install only as much insulation material as can be completed and covered in accordance with the requirements of this Specification in any one day or work period.
8. Insure that all wheeled equipment on the roof be equipped with pneumatic tires.
9. Permit no traffic over, and do not stack roofing equipment or materials on completed new roof surfaces without adequate protection. Protection shall consist of 1 inch extruded polystyrene covered with 1/2" plywood.
10. The Contractor shall install flashings at openings, projections and walls adjoining new Work every day or work period. If circumstances do not allow this, these areas shall be made watertight at the end of each day or work period.
11. At the end of each day's Work, install temporary water cut-offs at all points where the roof membrane does not abut a wall, wood edge member or expansion joint. The water cut-off shall be removed completely before continuing the roof installation. If breaks occur in the water cut-offs or any other part of the roof membrane and water damages the roof insulation, all damaged roof insulation, and roof membrane over the damaged insulation shall be removed and replaced with new materials.
12. Comply with other workmanship requirements as outlined in other Sections of this specification.

D. Follow the manufacturers cold weather (below 40°F) precautions when applying roofing materials.

3.05 OTHER REPAIRS AND CONSTRUCTION

- A. Furnish new wood nailers and blocking for roof installation areas and details applicable.
- B. Install new lumber in place of existing rotted or otherwise deteriorated lumber not originally scheduled for replacement. Repairs shall be by Change Order, based on the line item square foot price in the Bid Form.
- C. Install new wood nailers to match height of total insulation thickness at applicable areas.
- D. Assure all existing structural material is sound and secured properly prior to construction. Notify the Consulting Engineer of any inconsistencies.

3.07 ROOF INSULATION/COVER BOARD - INSTALLATION

- A. On the dome and hat brim roof areas, mechanically attach new layer of insulation and cover board with fasteners specified. 8 fasteners per 4' x 4' board shall be used.. The fastener shall be driven flush with the surface of the insulation board to insure that the insulation is in complete contact with the substrate.
- B. On the entrance roof areas, install replacement roof insulation in uniform coatings of hot asphalt. All asphalt used in this procedure shall be Type III (steep) roofing asphalt applied at the rate of 33 pounds per square per layer. Fully adhere cover board over new insulation with low rise foam adhesive and mechanically attach with 4 fasteners per board.

DIVISION 7 - THERMAL AND MOISTURE PROTECTION  
SECTION 07205 - INSULATION

- C. On the service building, mechanically attach new base sheet in accordance with FM 1-90. Install new roof insulation in uniform coatings of hot asphalt. All asphalt used in this procedure shall be Type III (steep) roofing asphalt applied at the rate of 33 pounds per square per layer. Fully adhere cover board over new insulation.
- D. Ensure close fit and alignment of all insulation boards limiting any gaps to 1/8" maximum. Stagger all board joints within the field of the roof. Offset the end and side joints a minimum of 6" from the joints of the preceding layer.
- E. Ensure consistent height of insulation boards and wood blocking. Limit elevation differences to 1/8" maximum.
- F. Cover all installed insulation and cover board with roof membrane by the end of each working day and before rain showers commence.

--- END OF SECTION ---

## SECTION 07542

### THERMOPLASTIC MEMBRANE ROOFING – MECHANICALLY ATTACHED

#### **PART 1 -- GENERAL**

##### 1.01 CONDITIONS OF THE CONTRACT

- A. The conditions of the Contract (General, Supplementary and Other Conditions) and the requirements of Division 1, are hereby made a part of this Section. Applicable provisions of Division 1 shall govern Work under this Section.

##### 1.02 WORK INCLUDED

- A. This Section includes all labor, material, equipment and related services necessary to perform the following Work:
  - 1. Furnish and install new mechanically attached thermoplastic roof membrane.
  - 2. Furnish and install new mechanically attached thermoplastic roof flashing.
  - 3. Furnish and install new flashings at all drains and vent details.
  - 4. Coordinate the installation of new metal Work incidental to the roofing Work.
  - 5. Repair or replace adjacent roof areas that are damaged by the roofing Contractor.

##### 1.03 RELATED SECTIONS

- A. Section 02070 - Demolition.
- B. Section 07205 - Insulation.
- C. Section 07620 - Sheet Metal Flashing and Trim.
- D. Section 07900 - Sealants.

##### 1.04 QUALITY ASSURANCE

- A. The membrane Manufacturer shall have a minimum ten (10) years experience specializing in thermoplastic sheet roof membranes.
- B. The Contractor shall have a minimum ten (10) years documented experience specializing in thermoplastic sheet roof membranes.
- C. The roof system must be applied by a roofing Contractor authorized by the roof system Manufacturer.
- D. All components used in the roof system shall be approved by the membrane Manufacturer.
- E. At the start of new membrane installation, Manufacturer's Representative shall visit the job site to ensure that the installation begins correctly with all installation procedures and guidelines being followed and notify the Consulting Engineer of his findings. Failure to notify hereby constitutes acceptance of the Work of his licensed applicator (the Contractor) by the



Manufacturer.

- F. Upon 50 percent completion of the Project, the roof membrane Manufacturer's Representative shall inspect the installation for adherence to installation procedures and guidelines. The installation shall be inspected more frequently if deemed necessary by the Manufacturer, Consulting Engineer, Owner/Project Engineer or Contractor.
- G. Upon completion of the installation, an inspection shall be made by a representative of the roof membrane Manufacturer to ascertain that the roof system has been installed according to the applicable roof membrane Manufacturer's specifications.
- H. All the above indicated job visits shall be documented in writing by the roof membrane Manufacturer's Representative indicating all problems, concerns, recommendations and directives given to the roofing Contractor regarding roof system installation. Copies shall be provided to Consulting Engineer within ten (10) days of the inspection date.
- I. It is the roofing Contractor's responsibility to arrange the Manufacturer's inspections.
- J. There shall be no deviation made from this Specification or the approved shop drawing without prior written approval by the Manufacturer and Owner/Project Engineer.
- K. Shop drawings of proposed alternate details shall be submitted to the Owner/Project Engineer and Consulting Engineer for approval prior to the start of construction.
- L. Proposed alternate detail and application procedures shall comply with Specification, Drawings and Manufacturer's recommendations.
- M. The Contractor shall keep a copy of the membrane Manufacturer's installation instructions and these Specifications on site at all times.

#### 1.05 REGULATORY REQUIREMENTS

- A. Materials and construction shall meet the following:
  - 1. International Conference of Building Officials, Uniform Building Code (UBC).
  - 2. Regional, State, and Local Building Codes and/or Ordinances.

#### 1.06 REFERENCES

- A. References shall refer to the most recent standard.
  - 1. American Society for Testing and Materials (ASTM).
  - 2. Federal Specifications (FS).
  - 3. Factory Mutual Corporation (FM).

#### 1.07 SPECIAL ROOF CONTRACTOR REQUIREMENTS

- A. The Contractor shall provide a Project Foreman with a minimum of five (10) years documented experience in the supervision of roof system installation and shall be knowledgeable in the type of roof system specified herein.

- B. The Contractor shall not change the Foreman or crew without prior approval of the Consulting Engineer.
- C. The Contractor's Foreman shall be present on the job site during all of the work hours and shall be accessible at all times to ensure good project coordination and communication.
- D. During the workday should the weather conditions appear to be changing adversely, the Foreman shall take preventative measures to allow the roof to be closed to a watertight condition to avoid exposure of buildings, equipment and materials.
- E. All Work that requires saw cutting, vacuuming and other similar functions that create substantial noise and/or vibration shall be coordinated well in advance of the work with the Owner/Project Engineer and Consulting Engineer.
- F. Prior to the start of any roof project, and daily after the start, the Contractor shall review the type of space below the roof being worked on to ensure that all special requirements because of occupancy type are complied with prior to the start of the Work.
- G. Take all necessary precautions to protect the Owner's property as well as adjacent property, including trees, shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, etc., from any and all damage which may result due to work on this Project.
- H. Repair any Work, damaged by failure to provide proper and adequate protection, to its original state to the satisfaction of the Owner or remove and replace with new Work at the Contractor's expense.
- I. Gas powered engines will not be allowed on finished roof surfaces. Gas and gas powered equipment shall be removed from roof surfaces on a daily basis.
- J. The Contractor is responsible for furnishing and installing any and all temporary or permanent fall protection tie-offs required to safely complete their roofing operations, this includes but is not limited to meeting current OSHA requirements, modifying existing structure to receive tie-off hardware and provide stamped engineering calculations.
- K. If the Contractor intends to use the existing fall protection tie-off points, the Contractor is responsible for providing independent verification that existing fall protection tie-off points meet current OSHA requirements. The Contractor is responsible for furnishing and installing any and all temporary or permanent fall protection tie-offs required to safely complete their roofing operations.

#### 1.08 SUBMITTALS

- A. Submit shop drawings as required. Drawings shall show roof edge condition details, roof penetration flashing details, standard roof section and all other details required for proper roof system installation that are not shown in or that differ from the Specification and Drawings.
- B. Submit a list of materials for use in the Work.
- C. Submit product data for membrane and base flashing with temperature range for application of membrane.

- D. Submit membrane Manufacturer's installation instructions.
- E. A total of three (3) copies of each submittal is required.

#### 1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials in Manufacturer's original, unopened containers with Manufacturer's labels intact and legible.
- B. Materials shall be stored so as to protect them completely from damage by the elements and temperatures. Storage of materials on ground and/or rooftop shall be protected with waterproof (canvas) covering and stored on raised platforms. The use of pallets or similar type equipment will be acceptable.
  - 1. Store cements, primers and Sealants between 40°F and 80°F. Should they be exposed to low temperatures, return to room temperature for several days prior to use.
  - 2. Waterproof (canvas) covering shall be applied in a watertight manner and securely tied at the end of each work day or work period.
  - 3. Use of Manufacturer's product protection wrapping is not acceptable for worksite type protection. The wrapping shall be side-punctured or end-punctured or slashed before covering with canvas.
  - 4. No tears in the waterproof (canvas) covering will be allowed.
- C. Material storage in warehouse, storage trailer or tent is recommended.
- D. Keep lids tightly sealed on all emulsions, solvent based adhesives, and cements to keep volatiles from escaping.
- E. Stir adhesives thoroughly before using. Use mechanical methods of stirring; hand stirring with a paddle will not be acceptable.
- F. Single ply adhesives have a limited shelf life. The shelf life of the unused portion of material remaining in a previously opened container might be as low as overnight for some products. Remove all materials from the job site that are older than six months from the date of production.
- G. Altering the formulation of any adhesive by adding solvents is strictly prohibited. Any roofing installed using field altered adhesives will be removed.

#### 1.10 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply adhesives to roof membrane, or base flashings during inclement weather or when air temperature is below (or is expected to be below) 40°F (5°C).
- B. Do not start tear off of existing materials when inclement weather is expected.

#### 1.11 GUARANTEES, WARRANTIES, CERTIFICATES

- A. Furnish two copies of the following to the Owner/Project Engineer:
  - 1. Contractor's Warranty: The Contractor shall warrant, in writing, that the roof system shall  
07542- 4 Thermoplastic Membrane Roofing – Mechanically  
Attached

remain leak free for a period of five (5) years following completion and that the roof system has been installed according to material Manufacturer's current specifications. The warranty shall cover labor and materials. The MRCA printed guarantee shall be used as a standard.

2. Membrane Manufacturer's Warranty: The roof system Manufacturer shall furnish a No Dollar Limit (NDL) guarantee for a period of twenty (20) years from the date of completion, as a result of workmanship or deterioration of the membrane system or base flashing. The guarantee shall cover both labor and materials.
3. Membrane Manufacturer's Owner Service Manual: Provide for the Owner an informational manual to include Manufacturer's approved emergency repair procedures and materials, maintenance procedures and customer service information.

## **PART 2 -- PRODUCTS**

The Contractor is responsible for furnishing the following materials in the amount required for completion of the entire Project specified herein.

### 2.01 ACCEPTABLE MANUFACTURERS

- A. Provide products by Manufacturers specified herein which meet or exceed standards as set forth in this Section. No materials specified or approved shall contain asbestos.
- B. All materials shall be new unless noted otherwise.

### 2.02 MATERIALS

- A. Surface Membrane and Flashing: Membrane shall be UL rated and shall conform to ASTM D4434-96 Standard for Polyvinyl Chloride Sheet Roofing; Type III; Membrane shall be polyester reinforced, minimum 0.080 inch plus or minus 0.003 inch thickness, with a minimum 0.035 inch plus or minus 0.003 inches in thickness above the scrim. Membrane Sheets shall be a maximum 5 feet in width. Membrane and Flashing material shall be JM PVC-80 as manufactured by Johns Manville Denver, Co. or S 327 polyester reinforced membrane as Manufactured by Sika Sarnafil Inc. Canton, MA.
- B. Bonding Adhesive: For adhering membrane to horizontal and vertical substrates, bonding adhesive shall be solvent based JM PVC Membrane Adhesive as manufactured by Johns Manville Denver, Co. or Sanacol 2170 Adhesive as Manufactured by Sika Sarnafil Inc. Canton, Ohio.
- C. Membrane Fasteners: For attaching membrane to metal decking substrate, fastener shall be coated carbon steel screw conforming to Factory Mutual 4470 criteria for corrosion resistance. Fastener shall have 0.21 inch shank diameter and 0.26 inch thread diameter and shall penetrate through metal decking a minimum of 3/4 inch. Fastener shall be High Load Fasteners as manufactured by Johns Manville Denver, Co. or Sarnafastener XP as manufactured by Sika Sarnafil Inc. Canton, Ohio.
- D. Membrane Fastener Plates: Shall be used in conjunction with fasteners. Membrane plates shall be a minimum 20 gauge AZ 55 Galvalume coated steel plate conforming to Factory Mutual 4470 criteria for corrosion resistance. Plates shall be High Load Plates as manufactured by Johns Manville Denver, Co. or Sarnadisc XPN as manufactured by Sika Sarnafil Inc. Canton, Ohio.

E. Fasteners (Miscellaneous):

1. Fasteners such as nails, screws, bolts, etc. shall be compatible with the roof membrane and flashing system. They shall be of type and size as shown on the Drawings, recommended by the roof membrane Manufacturer or specified herein.
2. Screws used to secure metal to blocking shall be No. 8 minimum, galvanized penetrating wood blocking a minimum 1-1/2" and shall have watertight neoprene washers under head. The installed withdrawal resistance shall be a minimum of 150 pounds per screw.
3. Nails used to secure wood such as fascias, cant strips, blocking and nailers to other wood members shall be galvanized and long enough to penetrate 1-1/4". Two rows are required, staggered when feasible. Spacing in any one row shall not exceed 24". Spacing shall not exceed 12", 8' each way from outside corners. Withdrawal resistance shall be 100 pounds per nail minimum. (Lag screws of equivalent strength may be used if desired.)
4. Fasteners used to secure lumber to masonry or concrete shall be 1/2" minimum diameter metal expansion stud anchors in pre-drilled holes such as Kwik-Bolt II Stud Expansion Anchor by Hilti, Inc. or approved equal. Space fasteners at 12" o.c. (maximum).
5. Fasteners used to secure lumber to metal deck shall be:
  - a. Self-drilling, self-tapping, organic fluoropolymer coated screws (minimum 30 Kesternich Cycles) with a minimum 0.201" shank diameter such as Type 14-10 Heavy Duty All Purpose screw manufactured by Olympic Fasteners (2-1/4" length required for 2x nailer or blocking). Space fasteners at 12" o.c. (maximum). **AND/OR** nut, bolt and washer assemblies, 1/2" minimum diameter, spaced 4' o.c. and have galvanized metal or stainless steel consistency. Stagger if lumber is 6" or wider. At outside corners fasteners shall be spaced 2' o.c., 8' each way from the corner. Minimum withdrawal resistance shall be 800 pounds per fastener.
6. Fasteners used to secure metal to metal shall be hardened, self-tapping, sheet metal gimlet point type, with hex/washer head and be of compatible material.
7. Other fasteners not specifically described shall be as selected by the Contractor subject to approval by the Consulting Engineer. All fasteners shall meet the requirements set forth in FM Data Sheets 1-28 and 1-49 as appropriate.

F. Lumber, Nailers and Blocking: #2 grade wood (lumber) or better.

G. Plywood: 3/4" APA exterior rated 4-ply CDX.

H. Concrete Pavers: 2 inch thick precast concrete units 2 feet by 2 feet square, conforming to ASTM C140. Minimum 8000 psi compressive strength, water absorption less than 6%, minimum 800 psi flexural strength. Pavers shall be concrete roof pavers as manufactured by Wausau Tile, Inc. Wausau, Wisconsin.

I. Separation Sheet: Shall be non-woven polypropylene geotextile fabric or needle-punch polyester fabric lapped a minimum of 4 inches. Separation sheet shall be Sarnafelt NWP-HD as manufactured by Sika Sarnafil, Inc. Canton, Ohio or JM Polyester Mat Protection Slipsheet as manufactured by Johns Manville Denver, Co.

J. Other Materials: All other materials, not specifically described but required for a complete and  
07542- 6 Thermoplastic Membrane Roofing – Mechanically  
Attached

proper installation of the work in this Section shall be as selected by the Contractor subject to approval by the Owner/Project Engineer.

### **PART 3 -- EXECUTION**

#### **3.01 DEFINITIONS**

- A. Bond: The adhesive and cohesive forces holding two roofing components in intimate contact.
- B. The term “phased construction” or “phased application” shall mean the roofing system construction or application process in which all parts of cross-section of a roofing system including vapor retarder, roof insulation, roof membrane and surfacing are not completed for a particular roof area during one day or work period.

#### **3.02 EXAMINATION**

- A. The Contractor shall have the sole responsibility for the accuracy of all measurements and for the estimate of material quantities required and necessary to satisfy the requirements of these Specifications.

#### **3.03 WORKMANSHIP**

- A. All roofing work shall be accomplished with a non-working Foreman overseeing the work of the entire crew who are thoroughly skilled in the application of specified materials. All workmanship to be of the very best and shall be done in such a manner as to fulfill the requirements of the Drawings and Specifications.
- B. Weather Condition Limitations: Proceed with roofing work only when existing and forecasted weather conditions will permit work to be performed in accordance with the requirements of this Specification.
- C. After starting the Work, the Contractor shall be responsible for complete moisture integrity of the roofing and flashing membrane and for providing a properly applied roof. Therefore, the Contractor shall:
  - 1. Establish and follow application procedures to insure that adequate quantities of materials are used.
  - 2. Maintain competent Foreman continuously supervising the Work, with authority to discard unsuitable materials and remove unsatisfactory workmen from the Project.
  - 3. Observe all fire precautions involving the storage and handling of roofing materials. Provide adequate quantity of fire extinguishers at worksite, especially at the kettles, torches or open flames.
  - 4. Comply with current roofing safety standards at all times.
  - 5. Supervise installation of and be responsible for seeing that roof mechanical and electrical equipment, roof drains, etc. are properly set without damage to the roof. Make roof and flashing repairs as necessary and advise the Consulting Engineer in writing of all potential leaks as may be caused by other trades not under the Contractor’s control.
  - 6. Under no conditions shall any roofing materials be applied before sunrise, or at anytime

when there are indications of moisture present (rain, mist, dew, frost, and snow).

7. Install only as much roofing material as can be completed and covered in accordance with the requirements of this Specification in any one day or work period.
  8. All seams shall be a minimum 3” wide for machine welding. Seams shall be a minimum of 4” for hand welding. Closely follow the Manufacturers recommendation for welding.
  9. Apply roof membrane in a “strapped” fashion so that the direction of the laps is verticle.
  10. Membrane shall be fully adhered and mechanically attached from the roof edge to a distance of 60 inches.
  11. Insure that all wheeled equipment on the roof be equipped with pneumatic tires.
  12. Permit no traffic over, and do not stack roofing equipment or materials on completed new roof surfaces without adequate protection. Protection shall consist of 1 inch extruded polystyrene covered with 1/2” plywood.
  13. The Contractor shall install flashing at openings, projections and walls adjoining new roofing every day or work period. If circumstances do not allow this, these areas shall be made watertight at the end of each day or work period.
  14. On the main entrance roof, where pavers are called for, the Contractor shall remove and discard existing pavers. An additional layer of 50 mil membrane and new separate sheet shall be loose laid over the roof membrane. New pavers shall be installed on top of the separate sheet. Separate sheet and additional membrane shall be trimmed to within 1 inch of the outer edge of the paved area.
  15. On the hat brim roof areas, where pavers are called for, the Contractor shall remove and reuse existing pavers. Damaged pavers shall be removed and replaced. An additional layer of 50 mil membrane and new separate sheet shall be loose laid over the roof membrane. New pavers shall be installed on top of the separate sheet. Separate sheet and additional membrane shall be trimmed to within 1 inch of the outer edge of the paved area.
  16. At the end of each day’s Work, install temporary water cut-offs at all points where the roof membrane does not abut a wall, wood edge member or expansion joint. The water cut-off shall be removed completely before continuing the roof installation. If breaks occur in the water cut-offs or any other part of the roof membrane and water damages the roof insulation, all damaged roof insulation, vapor retarder and roof membrane over the damaged insulation shall be removed and replaced with new materials.
  17. Comply with other workmanship requirements as outlined in other Sections of this Specification.
- D. Follow the manufacturers cold weather (below 40°F) precautions when applying roofing materials.

### 3.03 HEALTH AND SAFETY PRECAUTIONS

- A. Ensure that vapors are not allowed to enter the building at air intake vents or other points of access. Absolutely no smoking is allowed on the entire roof for the duration of the Project.

### 3.04 ROOF MEMBRANE INSTALLATION

- A. Substrate shall be inspected prior to membrane installation. Substrate shall be clean, dry, free from debris and smooth.
- B. Membrane sheets shall be rolled out and allowed to relax for 15 minutes if temperature is above 60 degrees and for 30 minutes if temperature is below 60 degrees.

#### Fully Adhered Areas

- A. Over properly installed substrate, adhesive shall be applied according to the Manufacturers specifications for coverage rates and techniques. Insure complete coverage of required surfaces with no gaps, globs, puddles, or other inconsistencies. Membrane sheet shall be positioned and adhesive applied to the underside as specified by Manufacturer.
- B. Once adhesives are sufficiently dry, the membrane sheet shall be rolled onto the substrate and pressed firmly into place with a water filled, foam covered lawn roller. Rolling shall be done frequently in two directions to eliminate wrinkles and trapped air.
- C. All seams shall be hot air welded. Where ever possible, machine-welding shall be used to accomplish seaming. Overlaps shall be 3 inches. Machine-welded seams are to be achieved using Manufacturers approved welding equipment and techniques.
- D. Hand-welded seams shall be installed where necessary. Manufacturers approved equipment and techniques shall be followed at all times. Overlaps of hand-welded seams shall be 4 inches.
- E. Check all seams with a probe. Ensure that roof sheets are fully bonded.

#### Mechanically Attached Areas

- A. Over properly installed and prepared substrate surface, membrane rolls are to be installed parallel to steel deck flutes. Fasteners and discs are installed along the edge of the membrane on the fastening line at 12 inch on center spacing. The adjacent roll is then positioned to overlap the fastener edge in accordance with the overlap lines to allow for proper heat welding of the seam.
- B. All seams shall be hot air welded. Whereever possible, machine-welding shall be used to accomplish seaming. Overlaps shall be 3 inches. Machine-welded seams are to be achieved using Manufacturers approved welding equipment and techniques.
- C. Hand-welded seams shall be installed where necessary. Manufacturers approved equipment and techniques shall be followed at all times. Overlaps of hand-welded seams shall be 4 inches.
- D. Check all seams with a probe. Ensure that roof sheets are fully bonded.

### 3.05 FLASHING INSTALLATION

- A. Install new wood blocking and metal where required and as specified in other sections of this Specification.
- B. Install base flashing according to the Drawings and roof membrane Manufacturer's requirements.



- C. Extend plumbing vents as necessary to assure a minimum of 8” of flashing height as measured from surface membrane to top of vent stack. Furnish and install PVC piping with thermoplastic couplers as required.
- D. All flashing on section being re-roofed shall be completed or made watertight by the end of the working day.

### 3.06 MISCELLANEOUS DETAILS

#### A. Roof Drains

1. Disassemble and remove new drain assemblies. Clean and examine surrounding roof deck area to receive new drain assembly.
2. Install and seal roof membrane and flashings at new drains according to the Drawings.
3. All roof drain systems shall be installed to allow positive water flow into the roof drain from the roof surface.
4. Install strainers in drains at the end of the working day.

--- END OF SECTION ---

SECTION 07620

SHEET METAL FLASHING, TRIM AND WALL PANELS

**PART 1 -- GENERAL**

1.01 CONDITIONS OF THE CONTRACT

- A. The Conditions of the Contract (General, Supplementary and Other Conditions) and the requirements of Division 1 are hereby made a part of this Section. Applicable provisions of Division 1 shall govern Work under this Section.

1.02 WORK INCLUDED

- A. This Section includes all labor, material, equipment and related services necessary to furnish and install the following Work.
  - 1. Sheet metal gravel stop, fascia and edge.
  - 2. Sheet metal coping.
  - 3. Sheet metal trim.
  - 4. Sheet metal counterflashing and receivers.
  - 5. Sheet metal scupper inserts.
  - 6. Sheet metal conductor heads, gutters and downspouts.
  - 7. Sheet metal expansion joint cover assembly.
  - 8. Stainless Steel Waterspouts
  - 9. Miscellaneous sheet metal and accessories associated with roofing.

1.03 RELATED SECTIONS

- A. Section 02070 - Demolition.
- B. Section 07205 - Insulation.
- C. Section 07542 - Thermoplastic Membrane Roofing.
- D. Section 07900 - Sealants.

1.04 QUALITY ASSURANCE

- A. Perform flashing and sheet metal work in coordination with installer performing roofing.
- B. There shall be no deviation made from this Specification or the approved shop drawing without prior written approval by the Manufacturer and Owner/Project Engineer.

- C. Shop drawings of proposed alternate details shall be submitted to Owner/Project Engineer and Consulting Engineer for approval prior to start of construction.
- D. Proposed alternate details and application procedures shall comply with the Specifications, Drawings and Manufacturer's recommendations.

#### 1.05 REFERENCES

- A. References shall refer to the most recent standard.
  - 1. American Society for Testing and Materials (ASTM).
  - 2. Federal Specification (FS).
  - 3. Sheet Metal and Air Conditioning Contractor's National Association (SMACNA).

#### 1.06 SPECIAL CONTRACTOR REQUIREMENTS

- A. The Contractor shall provide a Project Foreman with a minimum of five (5) years documented experience in the supervision of sheet metal installation and shall be knowledgeable in the type of work specified herein.
- B. The Contractor shall not change Foreman or crew without prior approval of the Consulting Engineer.
- C. The Contractor's Foreman shall be present on the job site during the majority of the Work hours and shall be accessible at all times to ensure good Project coordination and communication.
- D. All Work that requires saw cutting, vacuuming and other similar functions that create substantial noise and/or vibration shall be coordinated well in advance of the Work with the Owner/Project Engineer and Consulting Engineer.
- E. Prior to the start of any project and daily after the start, the Contractor shall review the type of space below the roof being worked on to ensure that all special requirements because of occupancy type are complied with prior to the start of the Work.
- F. Take all necessary precautions to protect the Owner's property as well as adjacent property, including trees, shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, etc. from any and all damage which may result due to Work on this Project.
- G. Repair any Work, damaged by failure to provide proper and adequate protection, to its original state to the satisfaction of the Owner or remove and replace with new Work at the Contractor's expense.

#### 1.07 SUBMITTALS

- A. Submit shop drawings as required. Drawings shall show all details required for proper roof system installation that are not shown in or that differ from the Specifications and Drawings. Submit shop drawings clearly detailing shaping, joining, length of sections, fastening and installation details.

- B. Submit a list of materials for use in the Work.
- C. Submit standard color samples for approval.
- D. Submit shop drawing and sample of gravel stop, fascia and edge.
- E. Submit shop drawing and sample of coping.
- F. Submit shop drawing and sample of gutter and downspout.
- G. Submit shop drawing and sample of counterflashing and receiver.
- H. Submit shop drawing of sheet metal expansion joint cover assembly.
- I. A total of three (3) copies of each submittal drawing are required.

#### 1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

##### A. Delivery and Storage of Materials

1. Deliver all materials in their original unopened containers with all markings intact.
2. Store all materials in a dry place or otherwise protect from water or extreme humidity.
3. Stack metal at least 4" above the ground on pallets and cover with a breathable covering, such as canvas. Covering shall extend to grade on all sides.
4. Store cements, adhesives and sealants in the manner and temperature range recommended by the individual Manufacturers.
5. Remove damaged materials from the site and replace with new.

##### B. Handling Materials

1. Handle metal sections to avoid bending, breaking or otherwise damaging them during transportation and installation.
2. Do not store or transport materials on the roof in a manner that may exceed the live load capacity of the deck system or the structure. The Consulting Engineer, during routine inspections, may make recommendations as to loading.
3. Do not transport materials over or store materials on a finished section without prior approval of the Consulting Engineer.

#### 1.09 GUARANTEES, WARRANTIES, CERTIFICATES

##### A. Furnish two copies of the following to the Owner/Project Engineer:

1. Contractor's Warranty: The Contractor shall warrant, in writing the workmanship for a period of three (3) years following completion and that the Work has been installed according to material

Manufacturer's current specifications. The warranty shall cover labor and materials.

2. Manufacturer's Warranty: Provide Manufacturer's standard warranty guaranteeing color, fade, chalking and film integrity for a period of 20 years when tested against the Weatherometer Method 6152, acceptable per FED TEST METHOD 141 for prefinished metals with resin coating.

## **PART 2 -- PRODUCTS**

The Contractor is responsible for furnishing the following materials in the amount required for completion of the entire Project specified herein.

### 2.01 ACCEPTABLE MANUFACTURERS AND MATERIALS

- A. Provide products by Manufacturers specified herein which meet or exceed standards as set forth in this Section. **No materials specified or approved shall contain asbestos.**
- B. All materials shall be new unless noted otherwise.

### 2.02 MATERIALS

- A. Edge, Coping, and Counterflashing: 24-gage factory painted galvanized steel with "Kynar 500" resin coating. Submit color to Owner/Project Engineer and Consulting Engineer for approval.
- B. Gravel Stop, Fascia: 24 guage factory laminated galvanized steel, clad with membrane manufacturer membrane material.
- C. Miscellaneous Sheet Metal: Galvanized steel, ASTM A525 Class G-90 zinc coating, 24 gage with minimum 1.25 oz. per square foot galvanized coating.
- D. Continuous Cleat: 20 gage galvanized steel with minimum 1.25 oz. per square foot galvanized coating.
- E. Waterspout Surface: 20 guage Stainless Steel, Type 302
- F. Waterspout Flashing: 24 guage Stainless Steel, Type 302
- G. Fasteners (Miscellaneous)
  1. Fasteners such as nails, screws, etc. shall be of same material as metal flashing on which they are used. They shall be of type and size as shown on the Drawings or specified herein.
  2. Screws used to secure metal to blocking shall be #8 minimum, penetrate wood blocking minimum 1-1/2" and shall have metal washers and watertight neoprene washers under hex head. The installed withdrawal resistance shall be a minimum of 150 pounds per screw.
  3. Fasteners used to secure metal to metal shall be hardened, self-tapping, sheet metal gimlet point type, with hex/washer head and be of compatible material.
  4. Fasteners used to secure sheet metal to masonry or stone shall be 1/4" minimum diameter metal

expansion stud anchors in pre-drilled holes such as “Kwik-Bolt II Stud Expansion Anchor” by Hilti, Inc. or approved equal. Space fasteners at 24” o.c. maximum spacing.

5. Fasteners used to secure gutter spacers to hemmed edge shall be 3/8” diameter cadmium plated nut, bolt and washer assemblies.
- I. Solder: FS QQ-S-571 or ASTM B32. Use 50/50 for all applicable work unless otherwise specified.
- J. Soldering Flux: FS O-F-506, type best suited for specific material.
- K. Other Materials: All other materials not specifically described but required for a complete and proper installation of the Work in this Section, shall be as selected by the Contractor subject to the approval by the Owner/Project Engineer.
- L. Precoated Sheet Metal For Shop Fabrication:
  1. Precoated sheet metal shall be minimum 24 gage commercial quality (Armco Zinc grip) steel with a hot-dipped galvanized, primed with a 0.8 mil minimum 70 percent fluoropolymer type finish equal to "ColorKlad" as manufactured by Vincent Metals, Minneapolis, Minnesota or OWNER approved equal. OWNER will determine color.
    - a. Exposed surfaces shall have a smooth type finish with color as selected by OWNER from manufacturer's standard.
    - b. All exposed surfaces shall be protected with a strippable plastic type film, to be removed only after installation of fabricated metal.
    - c. Reverse face shall have minimum 0.3-mil wash coat.
    - d. Exposed fasteners shall have precoated heads with matching color, complete with neoprene gaskets. Provide touch-up paint for exposed edges and for abraded areas.
    - e. Provide OWNER with a 20-year material warranty.
    - f. Unless otherwise indicated, pre-coated sheet metal need not be soldered.
    - g. Sheet metal underlayment: 50 mil PVC membrane material.

## 2.03 FABRICATION

- A. Form sections square, true and accurate to size, free from distortion and other defects detrimental to appearance or performance.
- B. Provide cross-break to top surface of coping metal and at all exposed surfaces of all metals which exceed 8” in cross dimension.

## **PART 3 -- EXECUTION**

### **3.01 EXAMINATION**

- A. Examine supporting members and substrate for layout, alignment and soundness.
- B. Verify that surfaces are free from debris and unnecessary protrusions.

### **3.02 INSTALLATION**

#### **A. Edging, Coping, Counterflashing**

- 1. Fit flashing tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- 6. The counterflashing shall be notched and lapped at inside corners and joints and seamed at outside corners.
- 7. Maintain lines of constant elevation around entire perimeter unless noted otherwise on the Drawings.
- 8. Apply continuous bead of sealant to masonry/metal intersection at top of reglet. Tool to smooth finish.
- 9. Where existing structural expansion joint intersects sheet metal work, provide "slip joint" in sheet metal work to accommodate movement of the structure.

#### **B. Gravel Stop, Fascia**

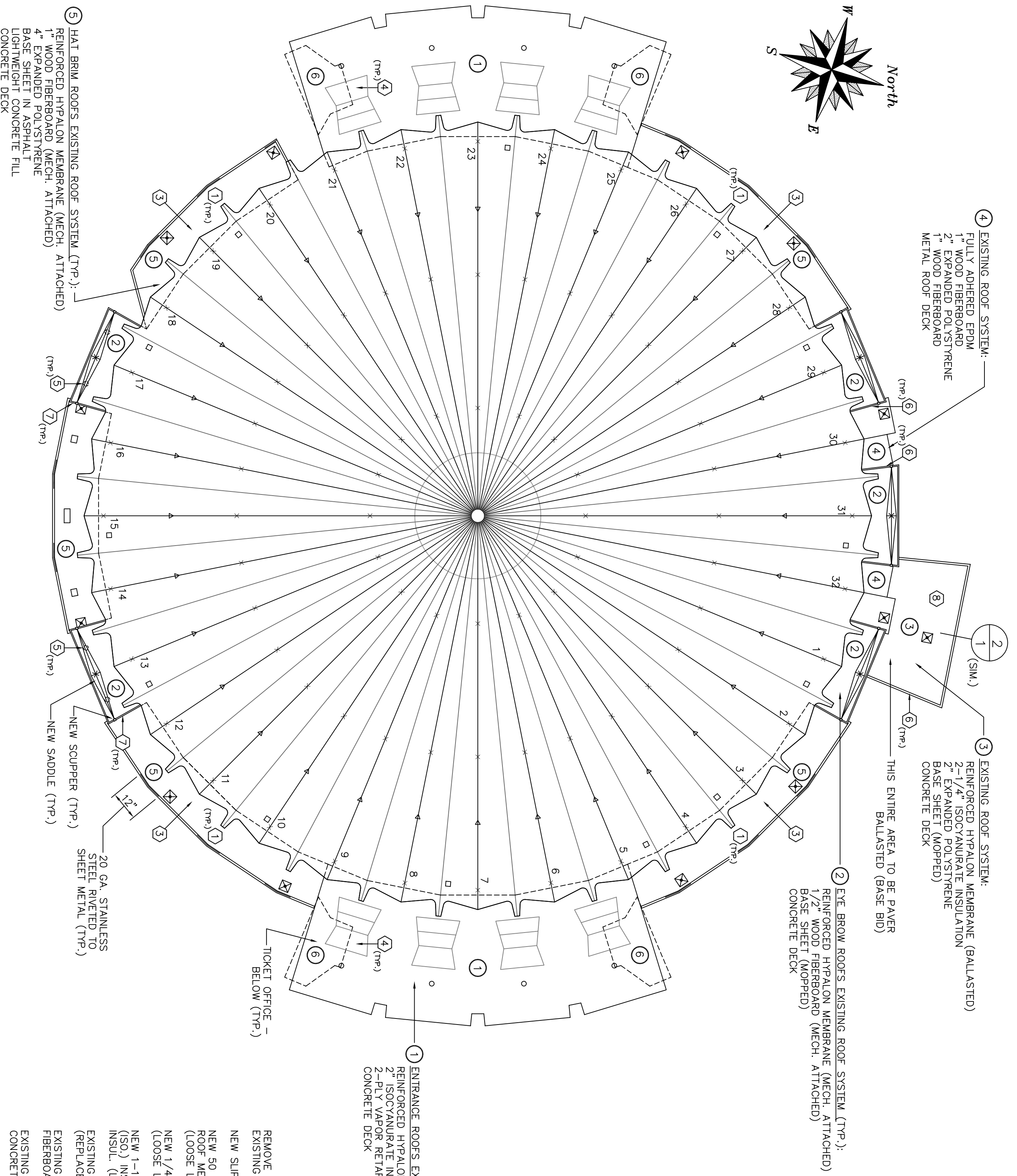
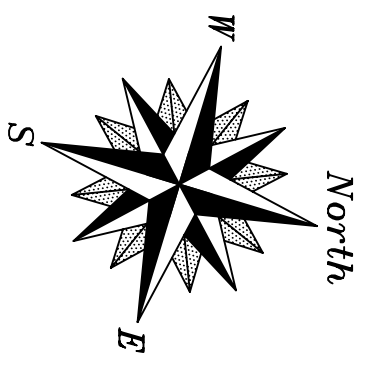
- 1. Install Work with laps of 1-1/2" minimum dimension.
- 2. Install continuous cleat at location(s) as shown on the Drawings.
- 3. Secure in place using specified type fasteners as shown on the Drawings.
- 4. Section lengths shall be contained to 10' lengths or less. Permit movement of metal by allowing 1" between section lengths and securing each length twice at its mid-point through the top surface into the substrate beneath.
- 5. The flashing shall be notched and lapped at inside corners and joints and seamed at outside corners.
- 6. Fit flashing tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- 7. Maintain lines of constant elevation around entire perimeter.
- 8. Weld membrane and flashing material to clad metal according to manufacturers specifications

C. Waterspout

1. Fit flashing tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.

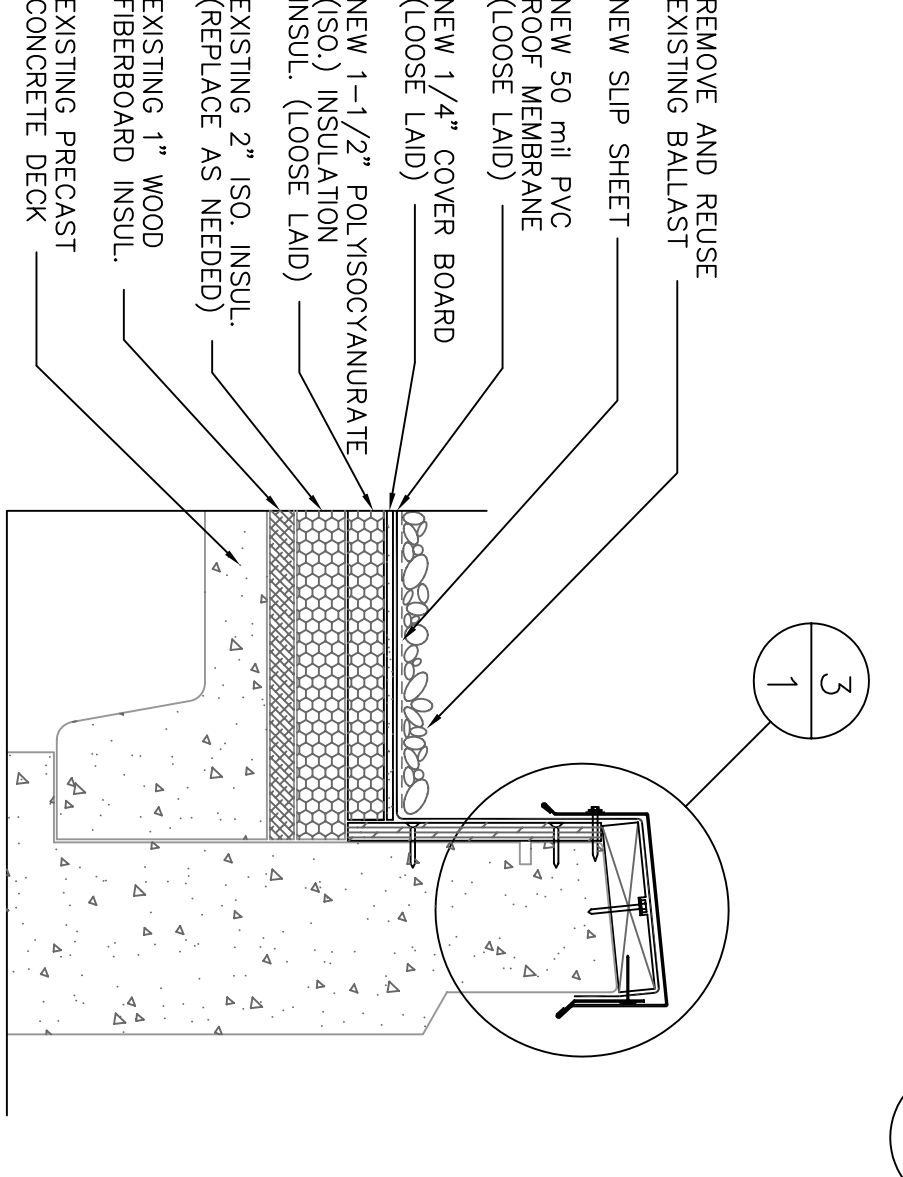
--- END OF SECTION ---



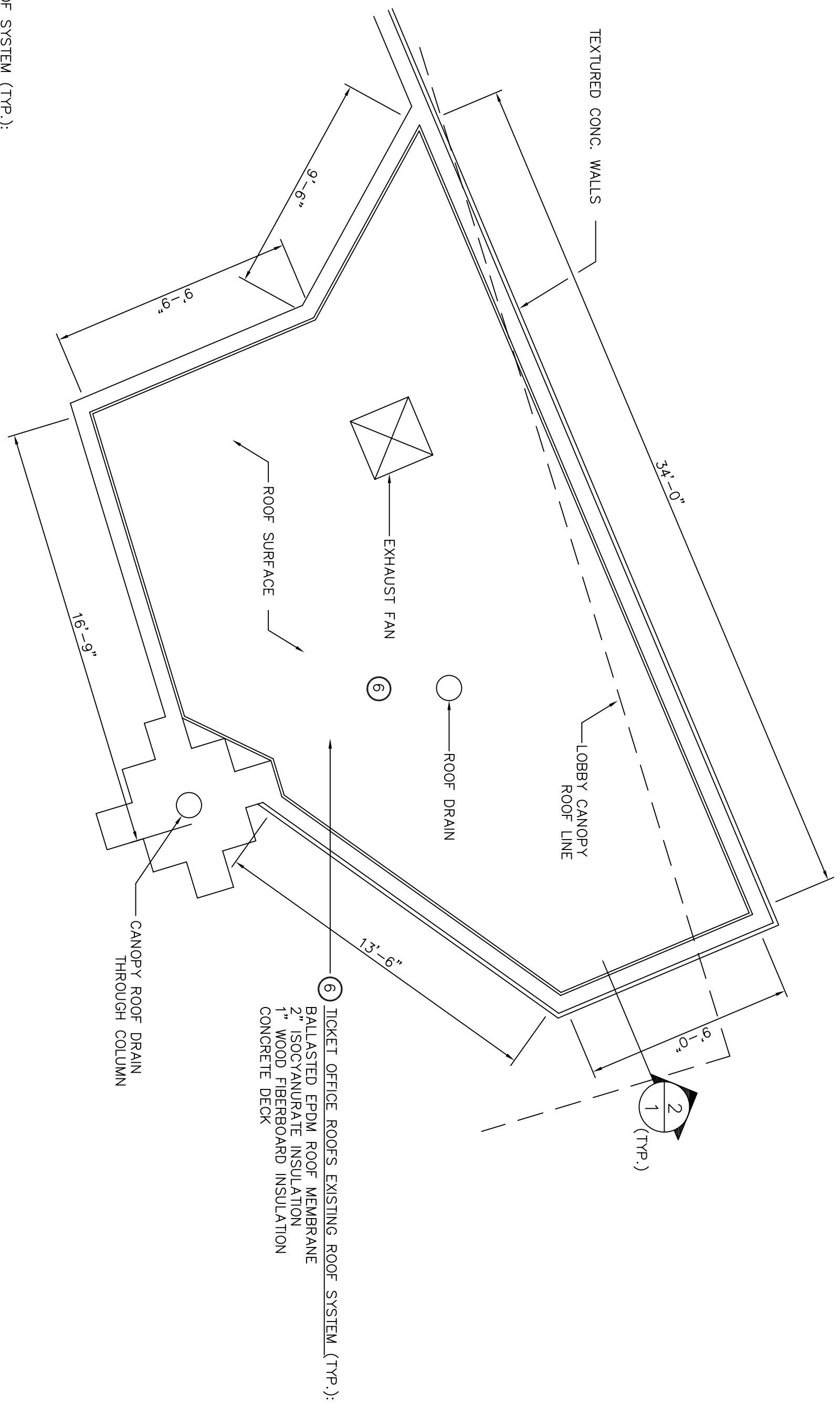


DOME ROOF PLAN  
SCALE: 1"=30"

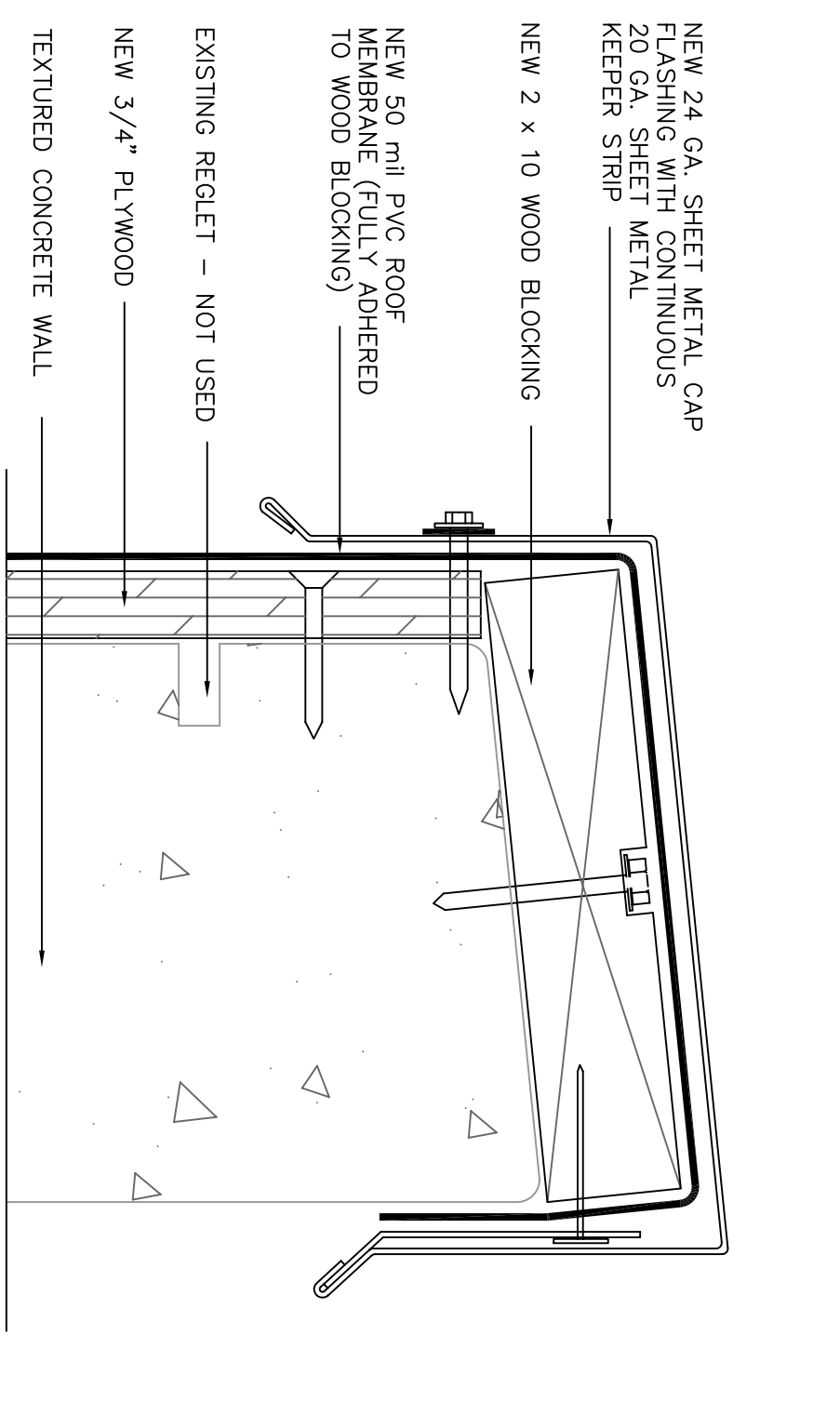
2 SECTION THROUGH PARAPET WALL  
SCALE: 1-1/2"=1'-0"



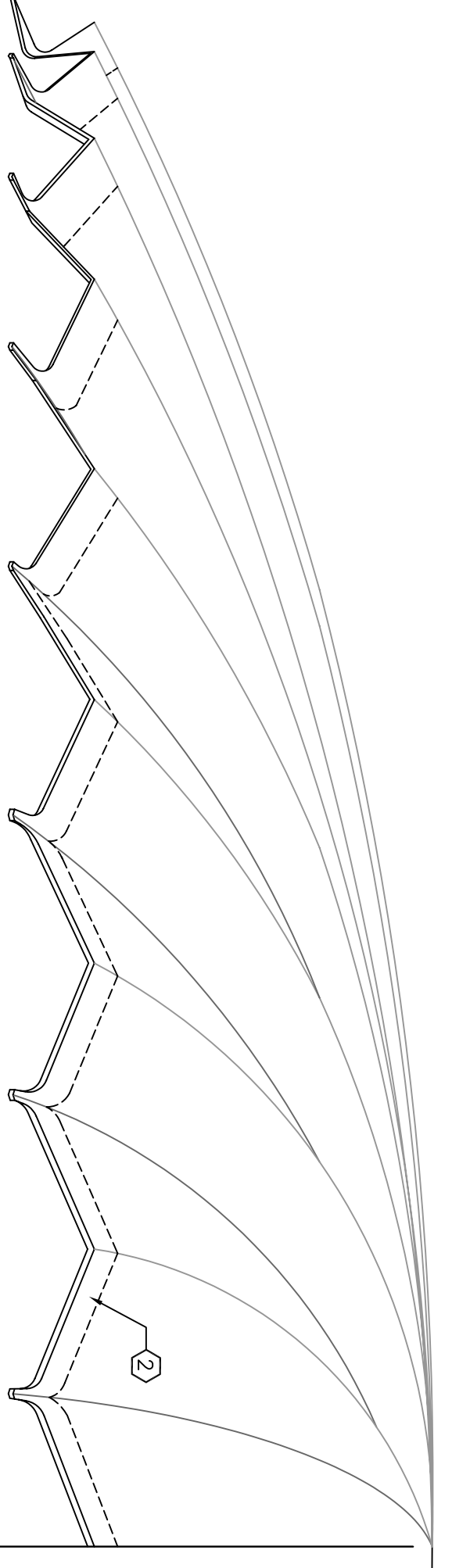
1 TICKET OFFICE ROOF PLAN  
SCALE: 1/4"=1'-0"



3 CAP FLASHING DETAIL  
SCALE: 6"=1'-0"



- GENERAL NOTES:**
1. CONTRACTOR SHOULD FIELD VERIFY ALL DIMENSIONS.
- DESIGN NOTES:**
1. ON HAT BRIM ROOFS, REUSE EXISTING PAVERS BELOW WATERPOUTS. PAVERS TO SIT ON SLIP SHEET ABOVE ADDITIONAL LAYER OF MEMBRANE. IF PAVERS ARE DAMAGED THEY SHALL BE REMOVED AND REPLACED WITH NEW PAVERS.
  2. MEMBRANE TO BE MECHANICALLY FASTENED AND FULLY ADHERED FIRST 60" FROM ROOF EDGE.
  3. ON ALL HAT BRIM ROOFS, PROVIDE AND INSTALL CONCRETE PAVERS FOR ELECTRICAL CONDUIT SUPPORTS AND LIGHTING. PAVERS TO SIT ON SLIP SHEET ABOVE ADDITIONAL LAYER OF 50 MIL MEMBRANE.
  4. NEW 2" PAVERS ABOVE EXISTING RESTRAINTS. PAVES LAYOUT TO MATCH EXISTING. PAVERS TO SIT ON SLIP SHEET ABOVE ADDITIONAL LAYER OF 50 MIL MEMBRANE.
  5. REMOVE EXISTING ROOF DRAINS AND LINES. REPAIR ROOF DECK WITH 18" AS START OF BASE BID.
  6. ALL VERTICAL RAILINGS TO BE REMOVED AND REINSTALLED OVER CAP FLASHING.
  7. RAILING TO BE CUT OFF FLUSH WITH CONCRETE. WELD NEW BASE PLATES AND REINSTALL OVER CAP FLASHING.
  8. REUSE EXISTING PAVERS.



PARTIAL DOME ELEVATION  
SCALE: 1/16"=1'-0"

19'-9 5/8"	21'-2 11/16"	21'-0 9/16"	20'-9 5/16"	20'-5"	19'-11 9/16"	19'-5 3/16"	18'-9 11/16"	8'-0"
ELEV. 91'-11 11/16"	ELEV. 91'-4 5/16"	ELEV. 89'-4 1/8"	ELEV. 85'-11"	ELEV. 81'-1 1/4"	ELEV. 74'-11 1/16"	ELEV. 67'-4 15/16"	ELEV. 58'-7 1/8"	ELEV. 48'-6"

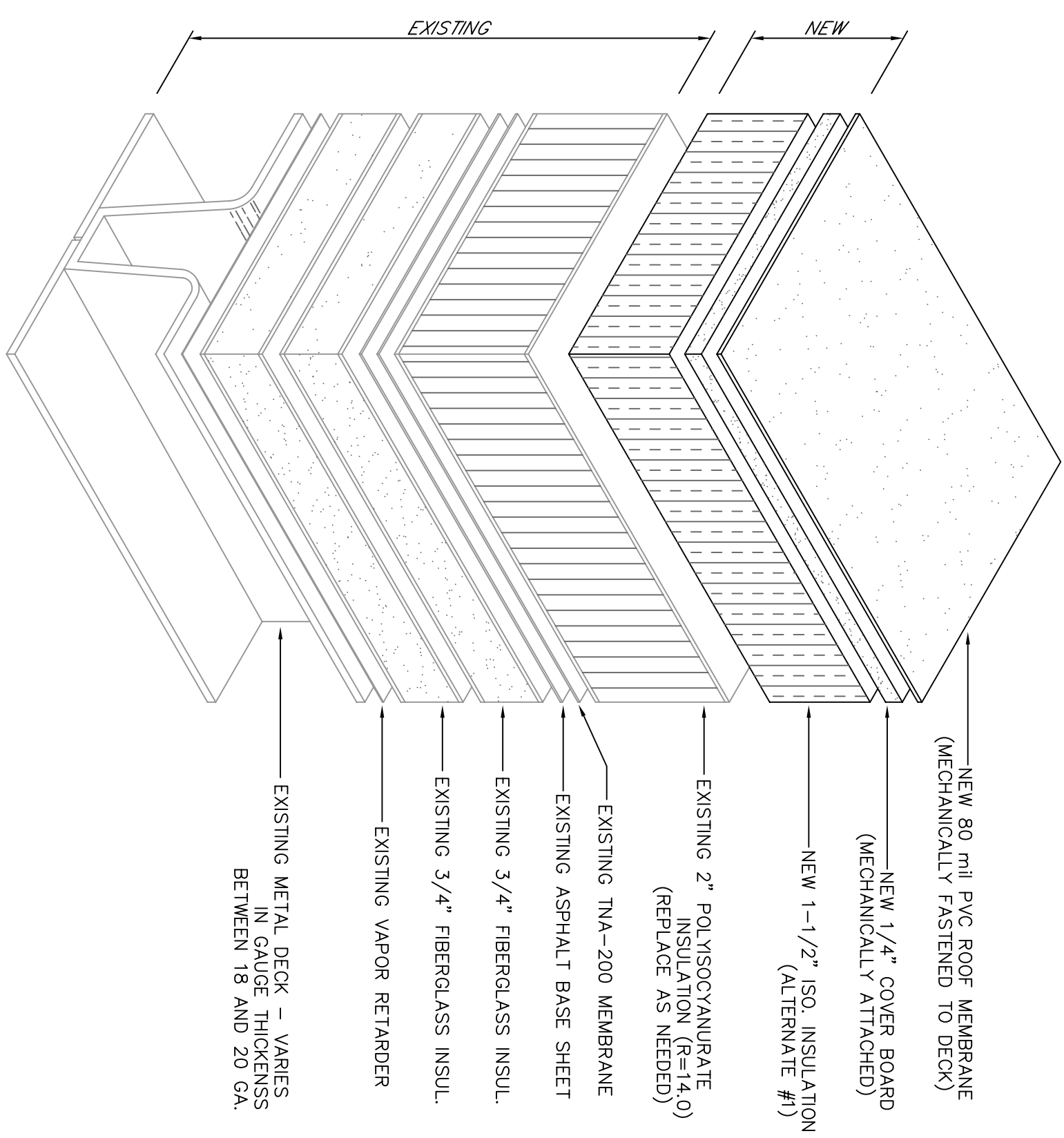
DOME AND ATTACHED ROOFS - ROOF PLAN AND DETAILS

FOR: DANE COUNTY VETERANS MEMORIAL COLISEUM MADISON, WISCONSIN 2008 ROOF REHABILITATION	DRAWN BY: SRI CONSULTANTS, INC. REVISED BY:	CHECKED BY: T. CULLITON	DATE: 05-28-08	FROM: 	PROJECT # 13501.00 SHEET: 1 of 4
--	---	----------------------------	-------------------	-----------	--

ROOF AND ATTACHED ROOFS - DETAILS

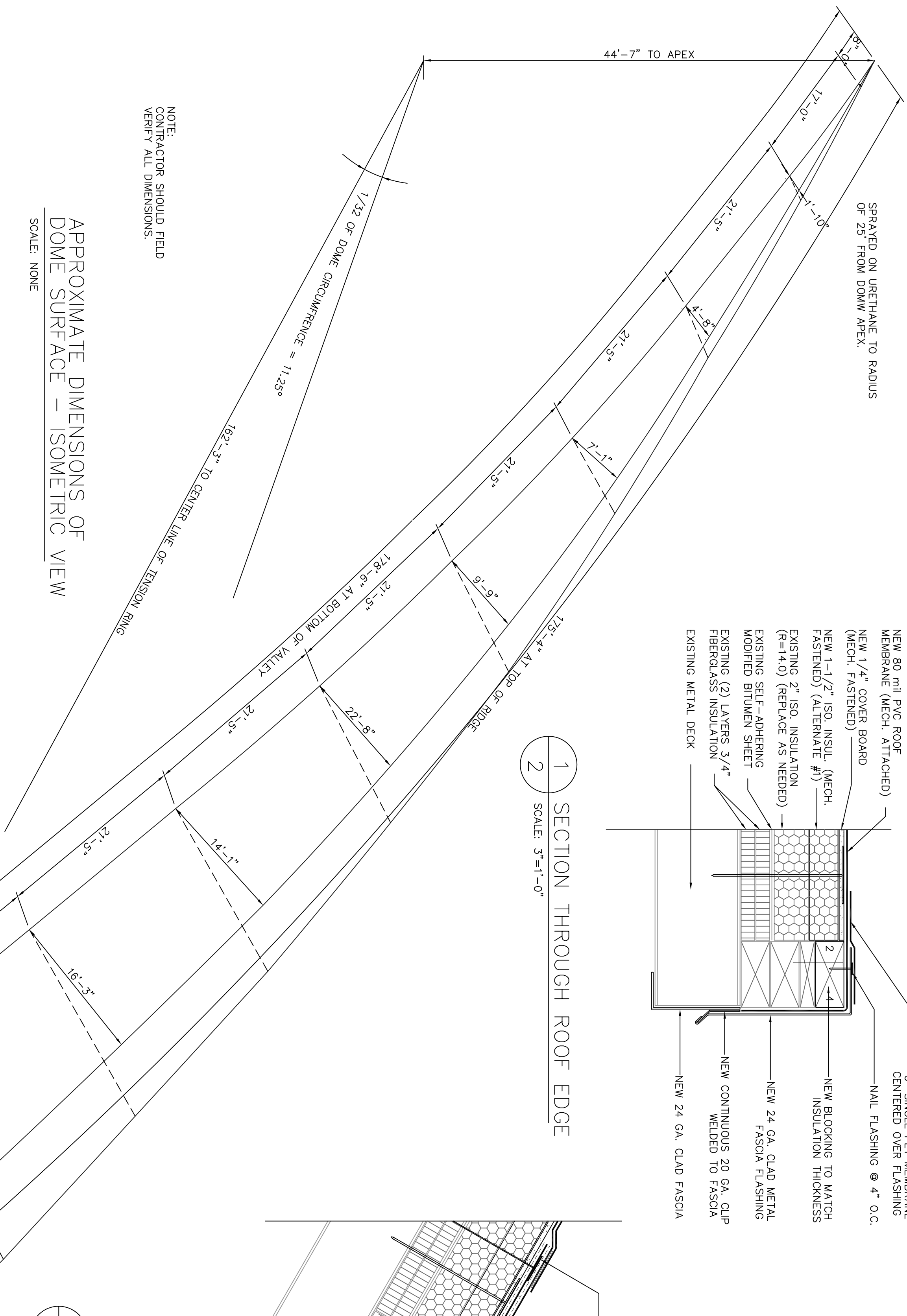
ROOF SYSTEM - EXPLODED VIEW

SCALE: NONE



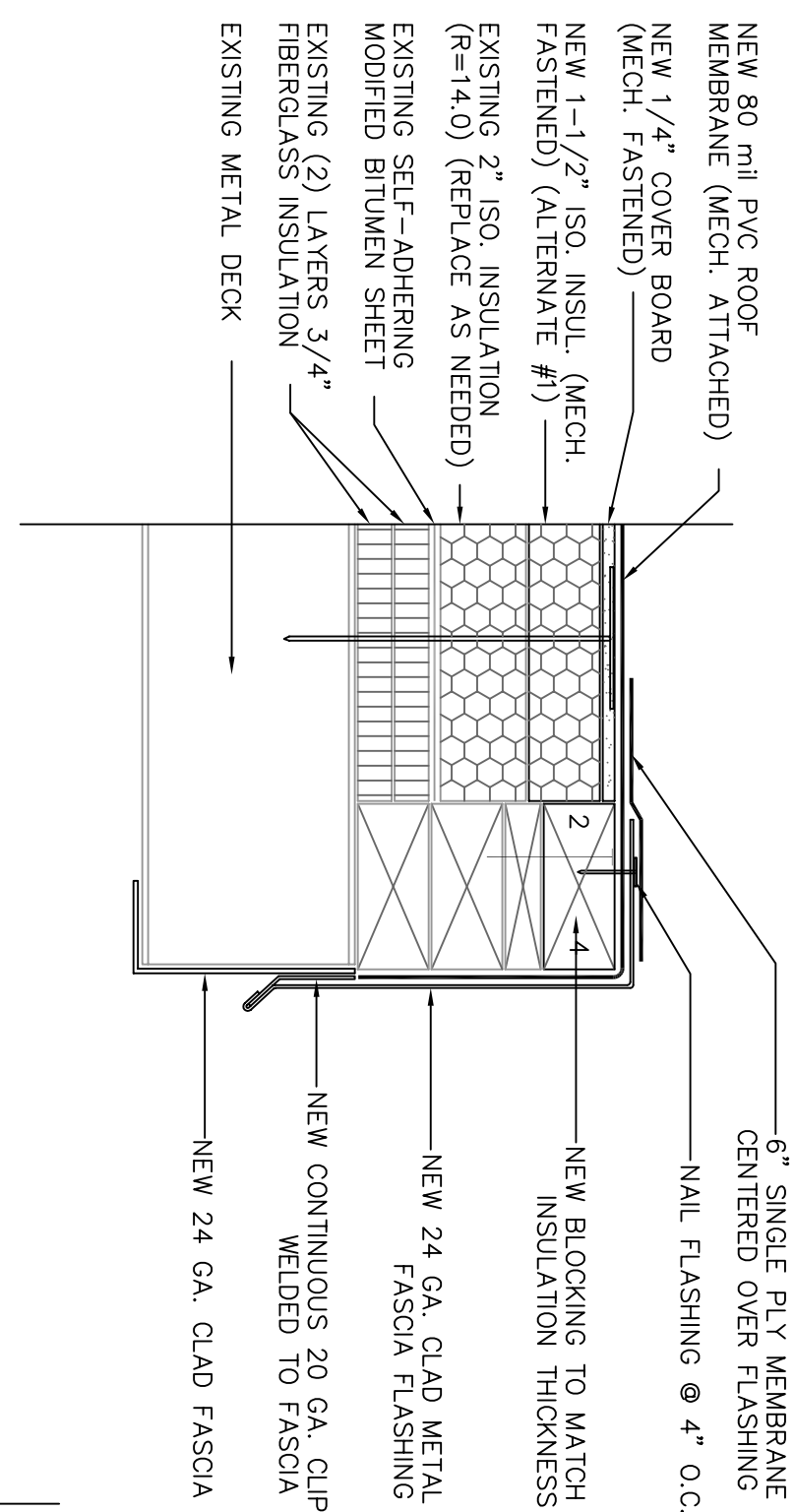
APPROXIMATE DIMENSIONS OF DOME SURFACE - ISOMETRIC VIEW

SCALE: NONE

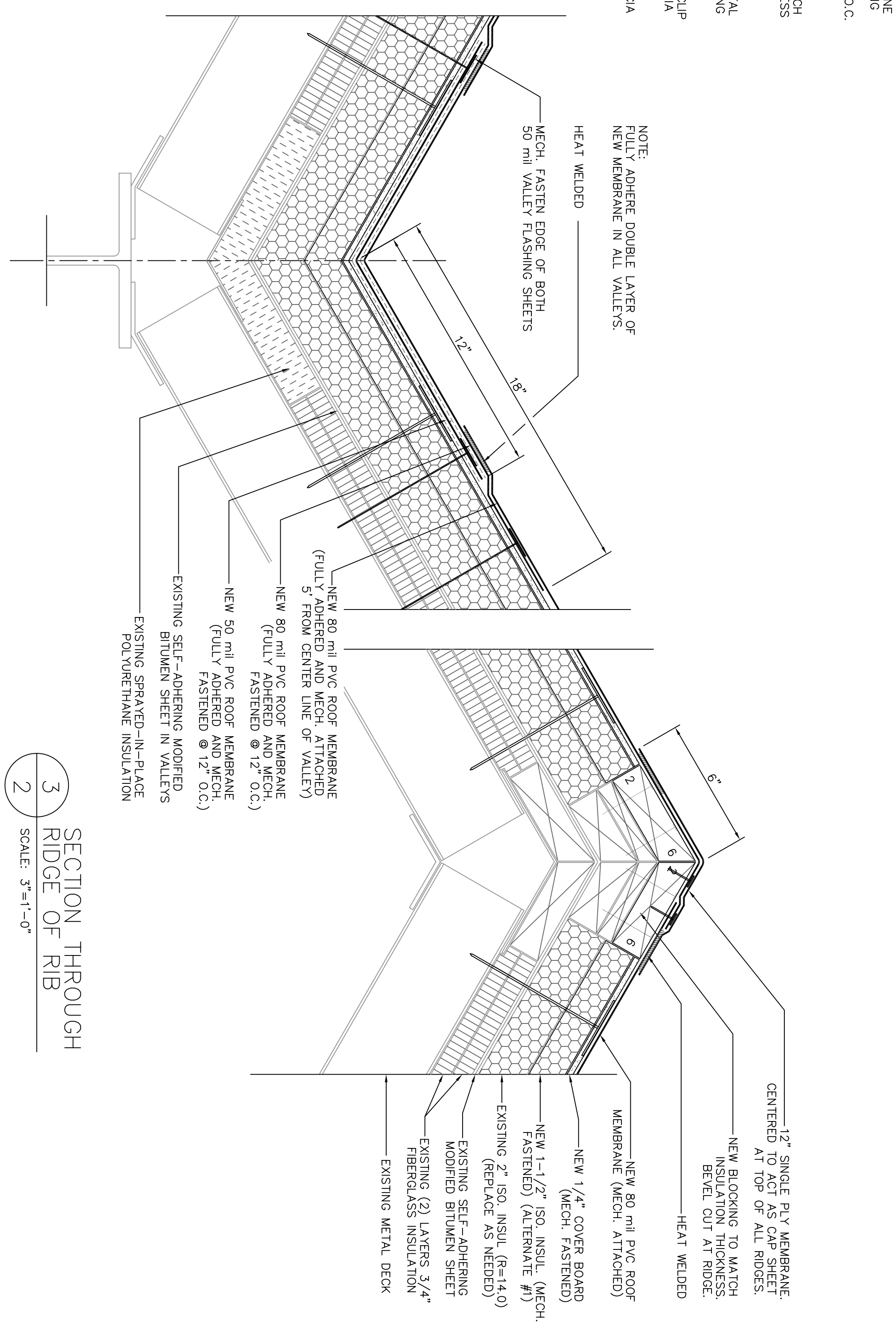


NOTE:  
CONTRACTOR SHOULD FIELD  
VERIFY ALL DIMENSIONS.

1 SECTION THROUGH ROOF EDGE  
SCALE: 3/8\"/>

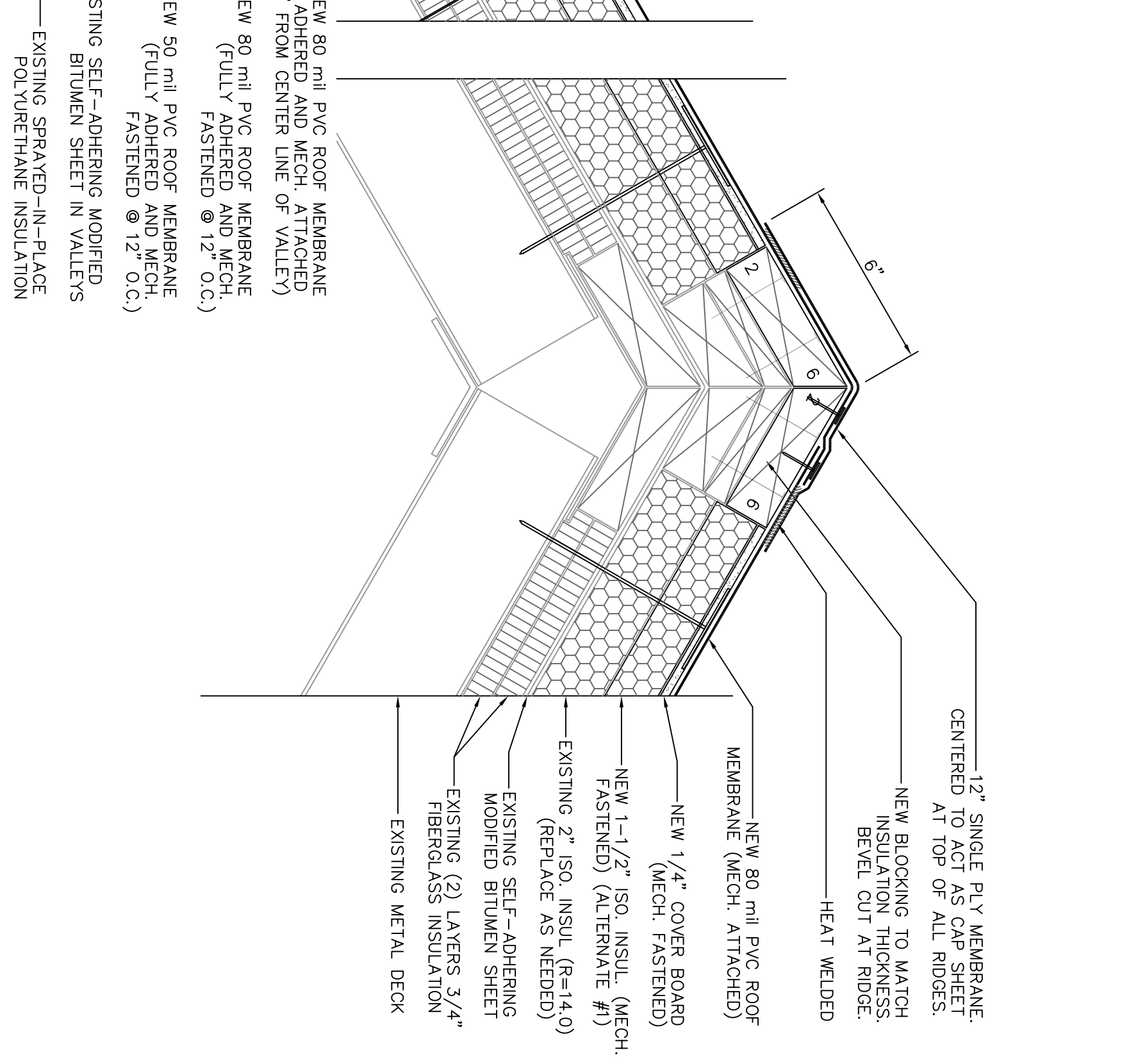


2 SECTION THROUGH VALLEY OF RIB  
SCALE: 3/8\"/>

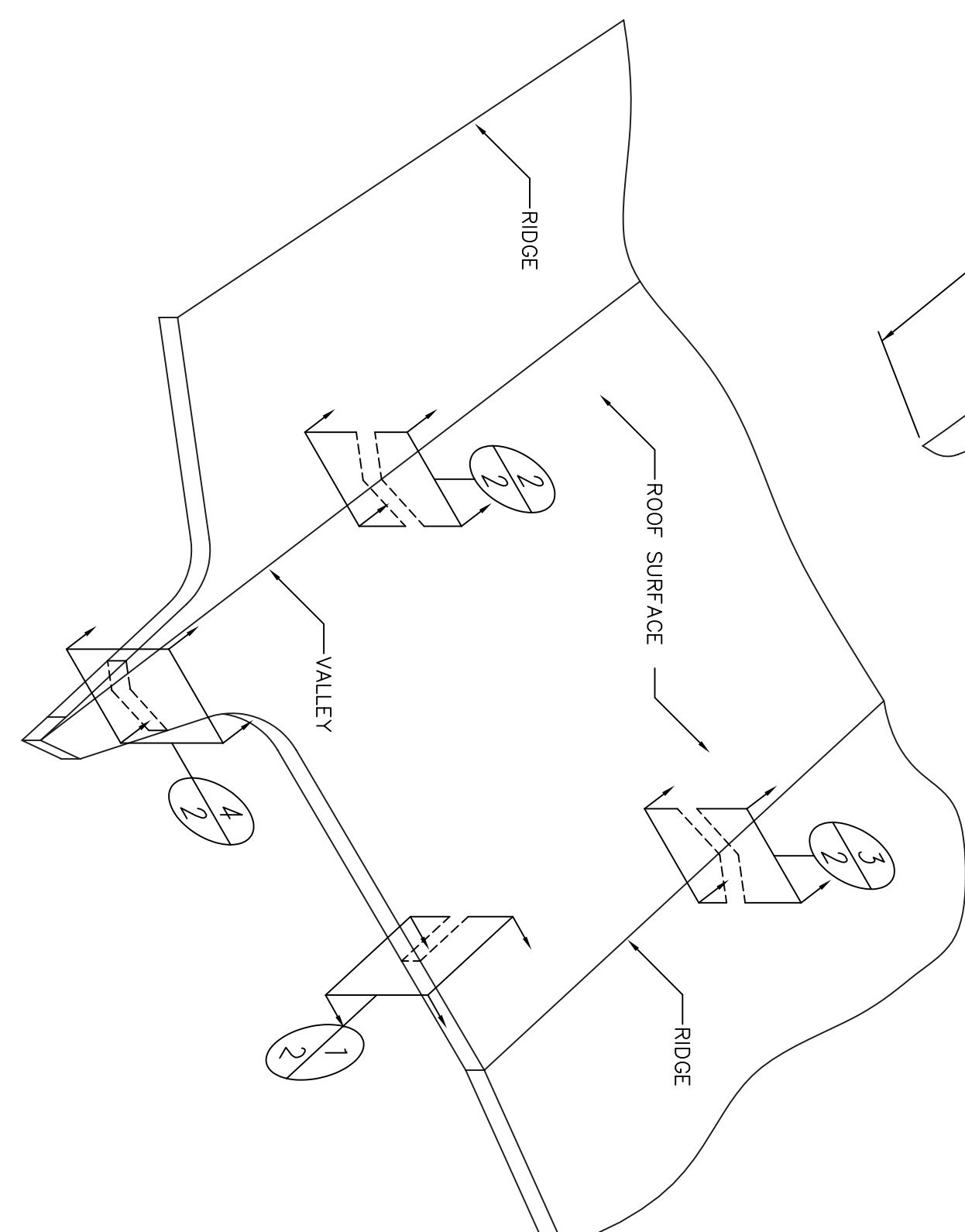


NOTE:  
FULLY ADHERE DOUBLE LAYER OF  
NEW MEMBRANE IN ALL VALLEYS.

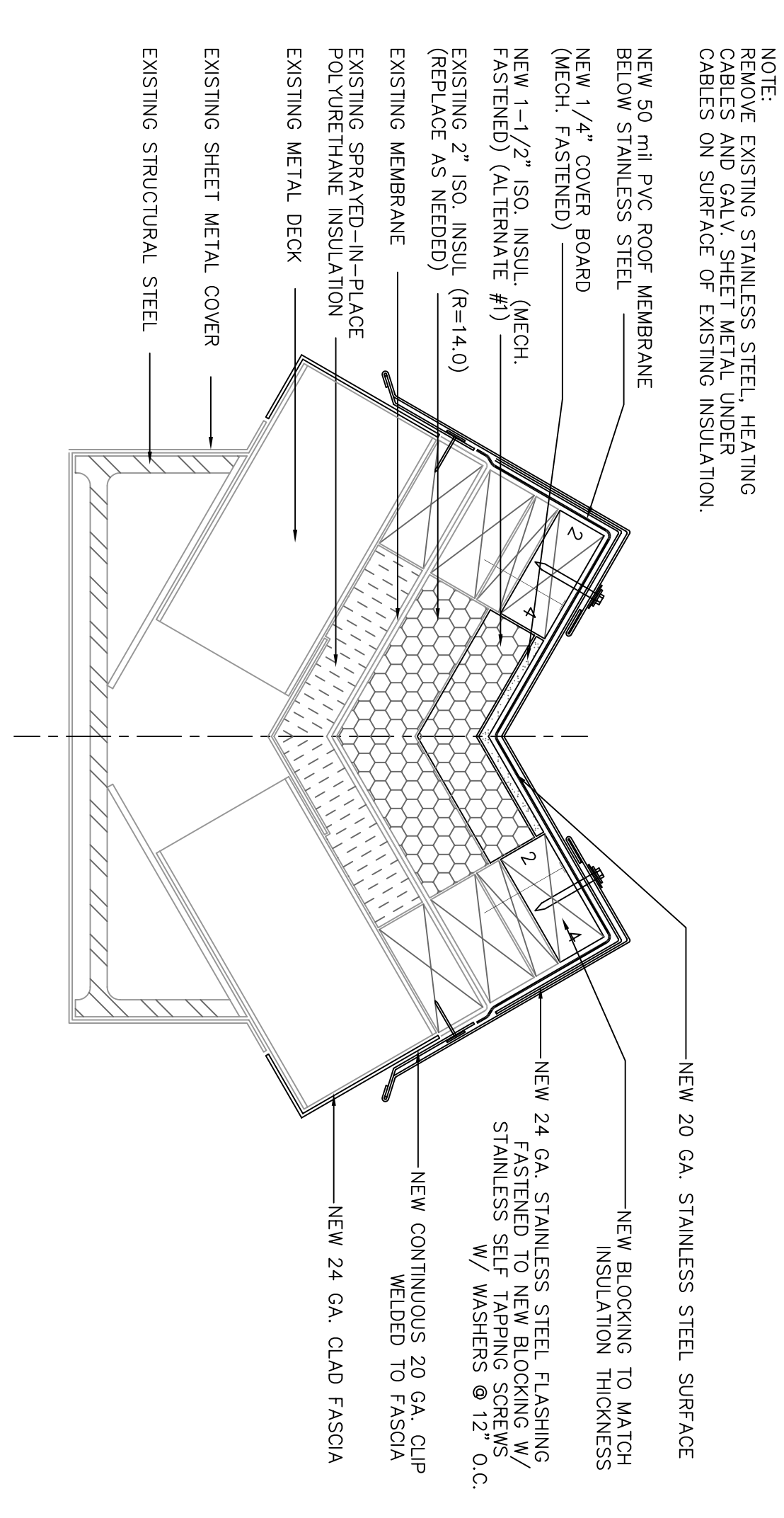
3 SECTION THROUGH RIDGE OF RIB  
SCALE: 3/8\"/>



SECTION LOCATIONS



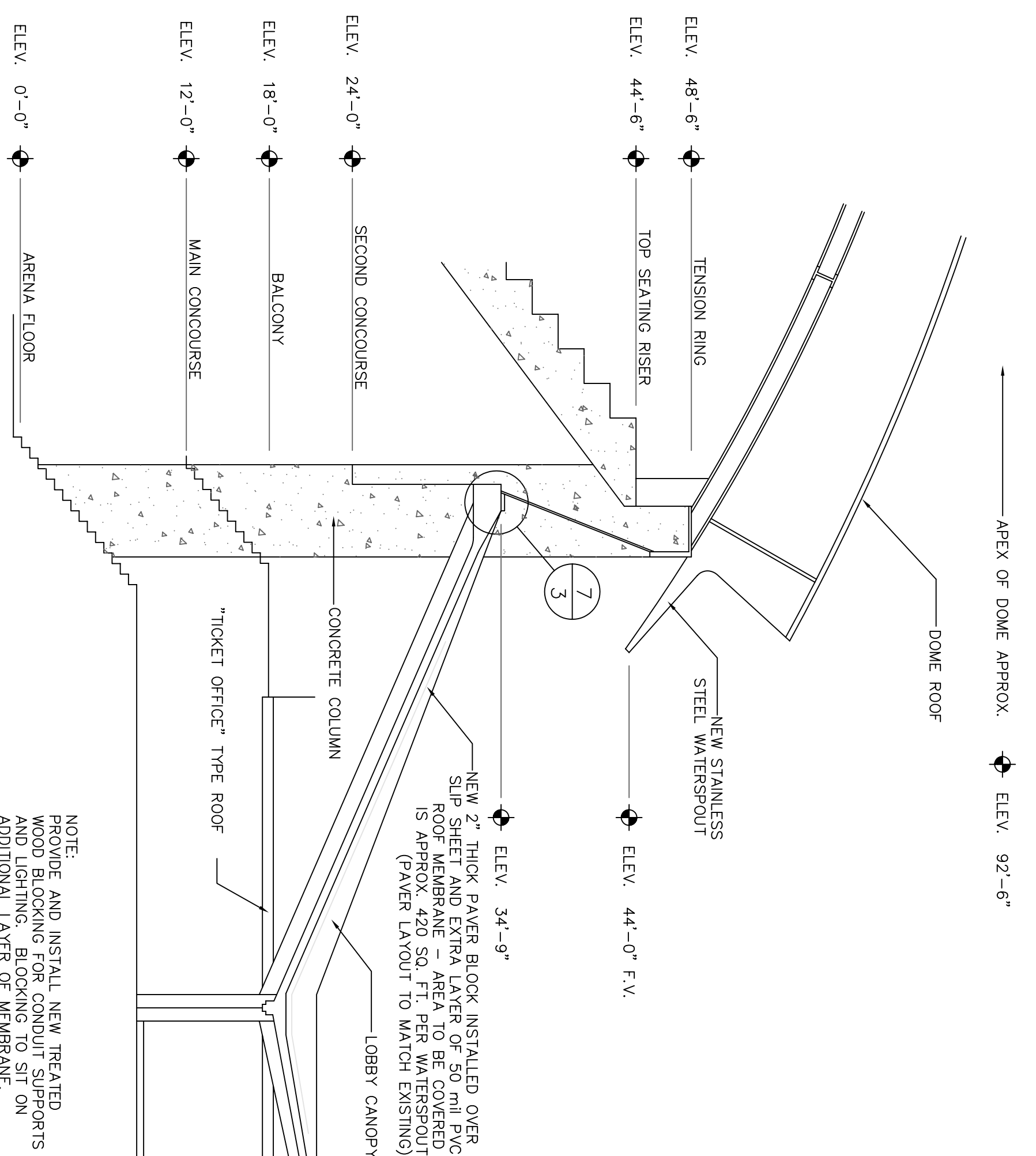
4 SECTION THROUGH WATERSPOUT  
SCALE: 3/8\"/>



NOTE:  
REMOVE EXISTING STAINLESS STEEL, HEATING  
CABLES AND GALV. SHEET METAL UNDER  
CABLES ON SURFACE OF EXISTING INSULATION.

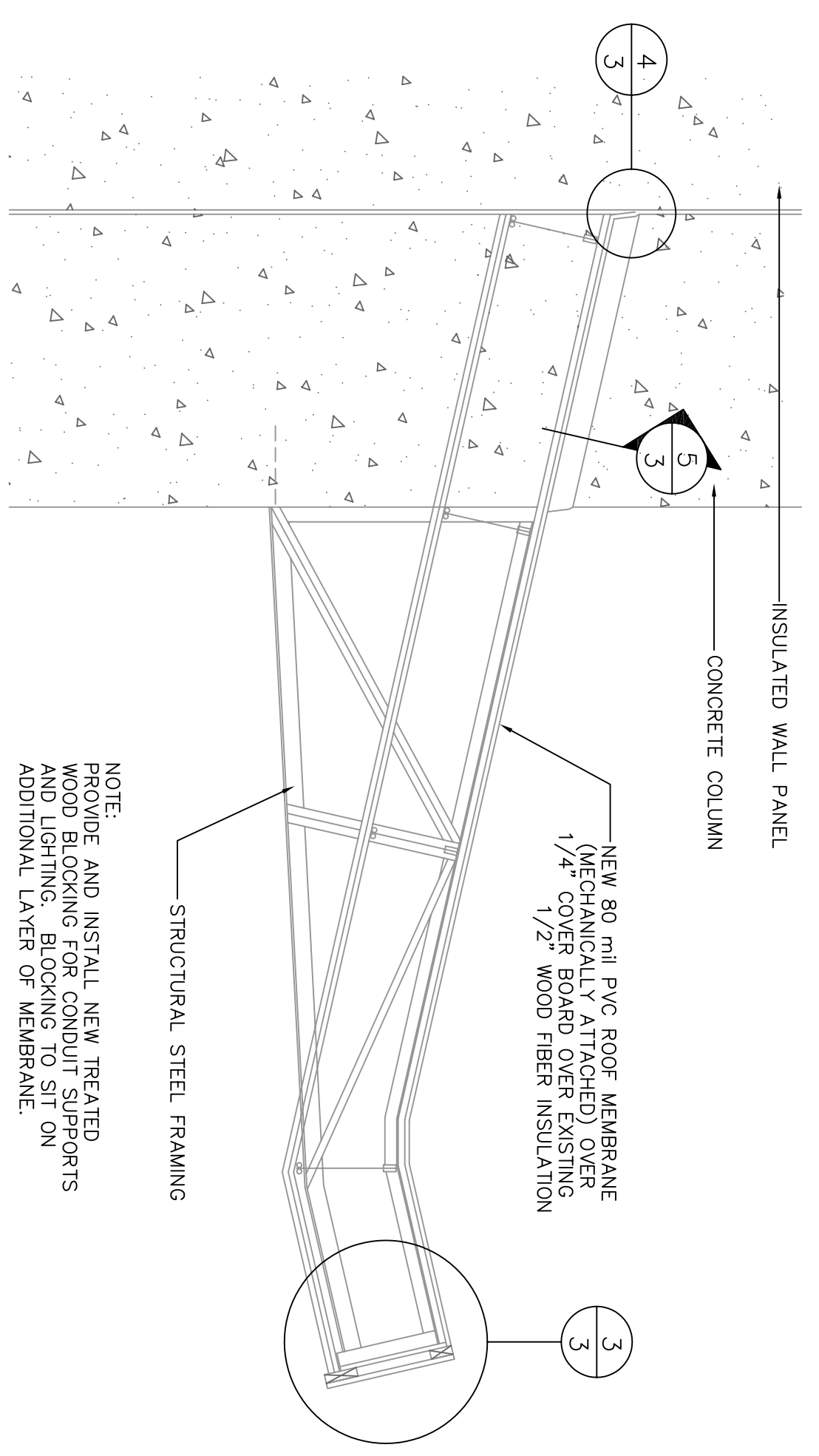
FOR: DANE COUNTY VETERANS MEMORIAL COLISEUM MADISON, WISCONSIN 2008 ROOF REHABILITATION	DRAWN BY: SRI CONSULTANTS, INC.	CHECKED BY: T. CULLITON	DATE: 05-28-08	FROM:	PROJECT # 13501.00 SHEET: 2 of 4
	REVISED BY:	SRI CONSULTANTS, Inc.	3207 Laura Lane Middleton, WI 53562 608-831-5333		

DOME AND ATTACHED ROOFS - DETAILS



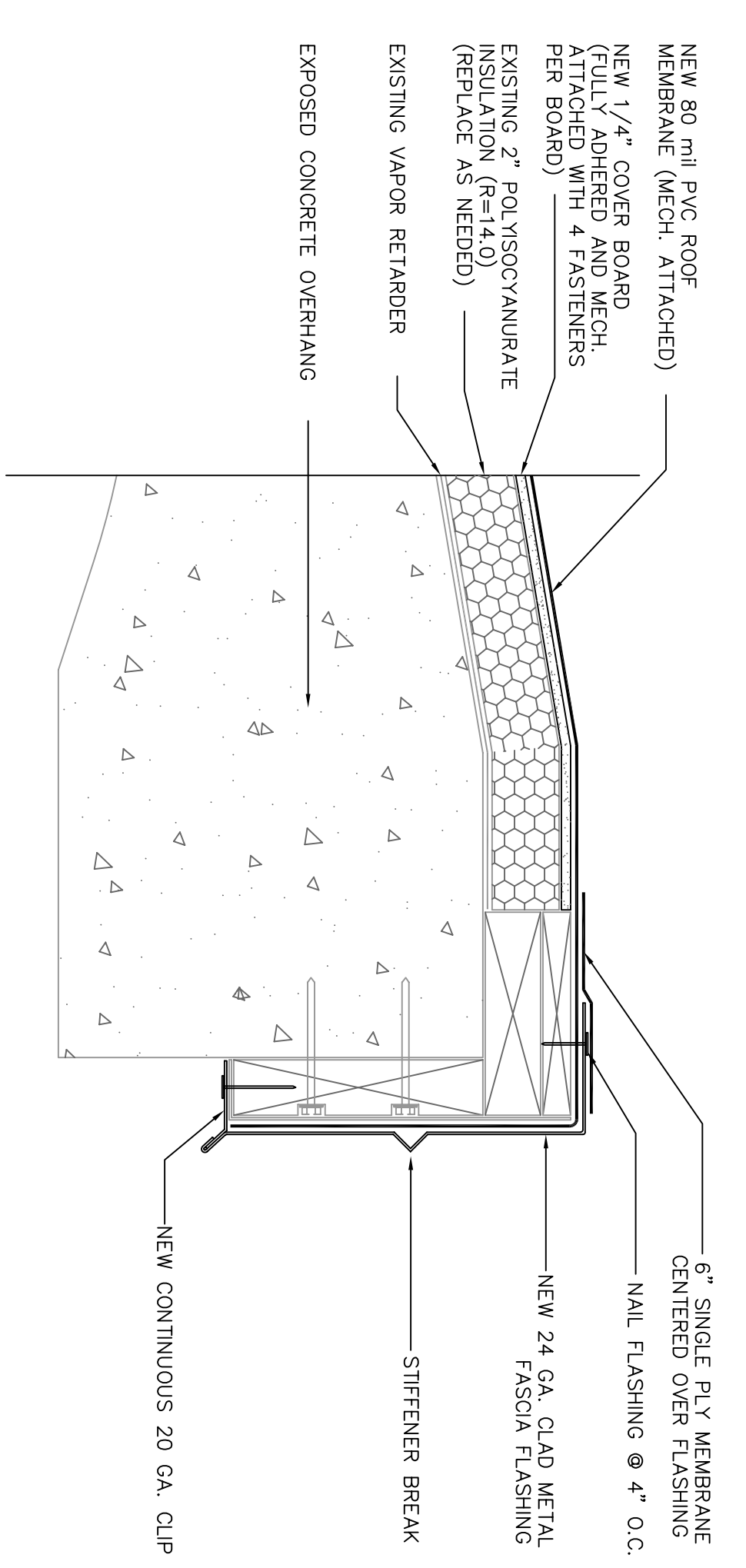
1 SECTION THROUGH LOBBY CANOPY  
SCALE: 1/8"=1'-0"

NOTE: PROVIDE AND INSTALL NEW TREATED WOOD BLOCKING FOR CONDUIT SUPPORTS AND LIGHTING. BLOCKING TO SIT ON ADDITIONAL LAYER OF MEMBRANE.

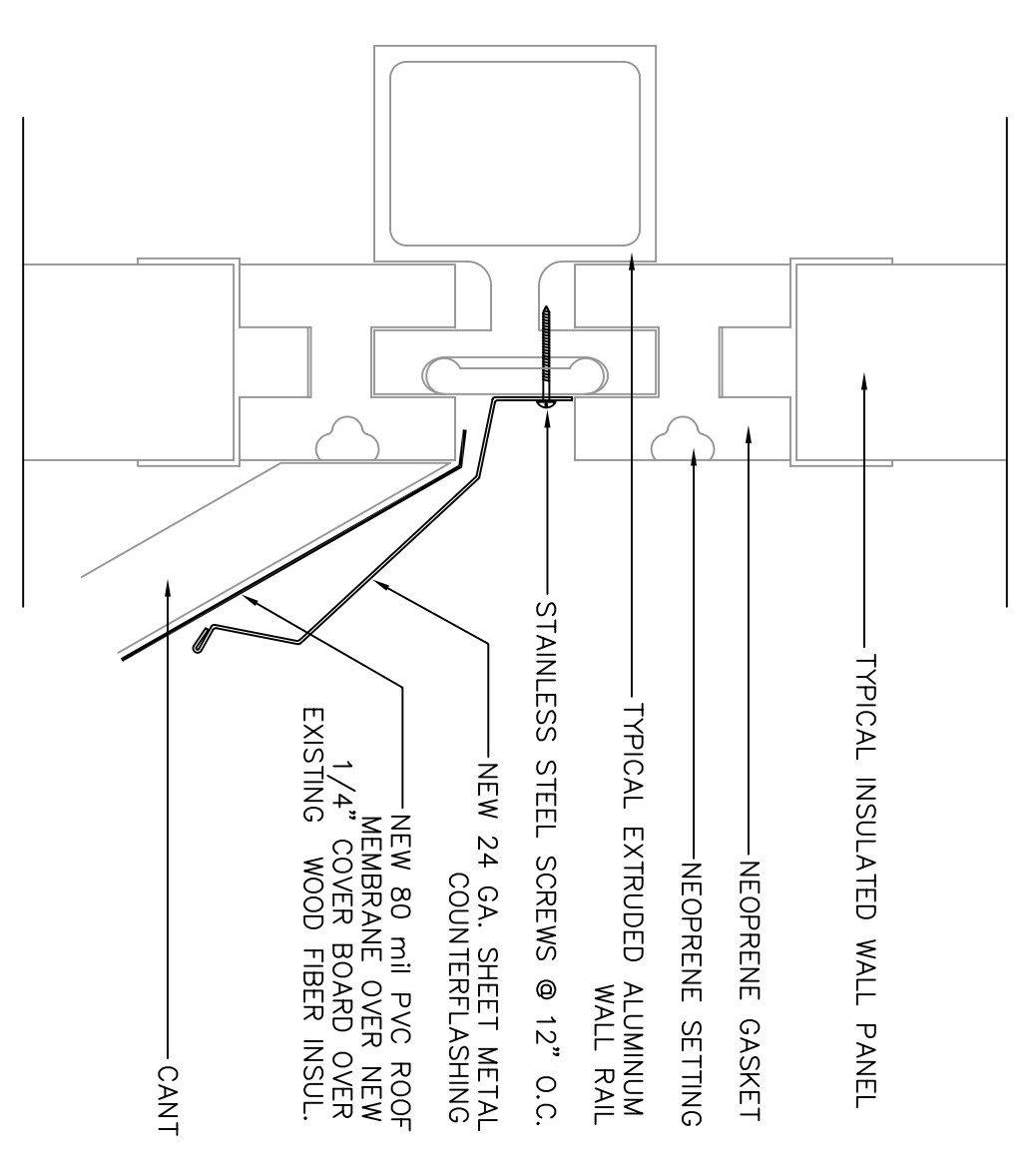


2 SECTION THROUGH CANOPY ROOF  
SCALE: 1/2"=1'-0"

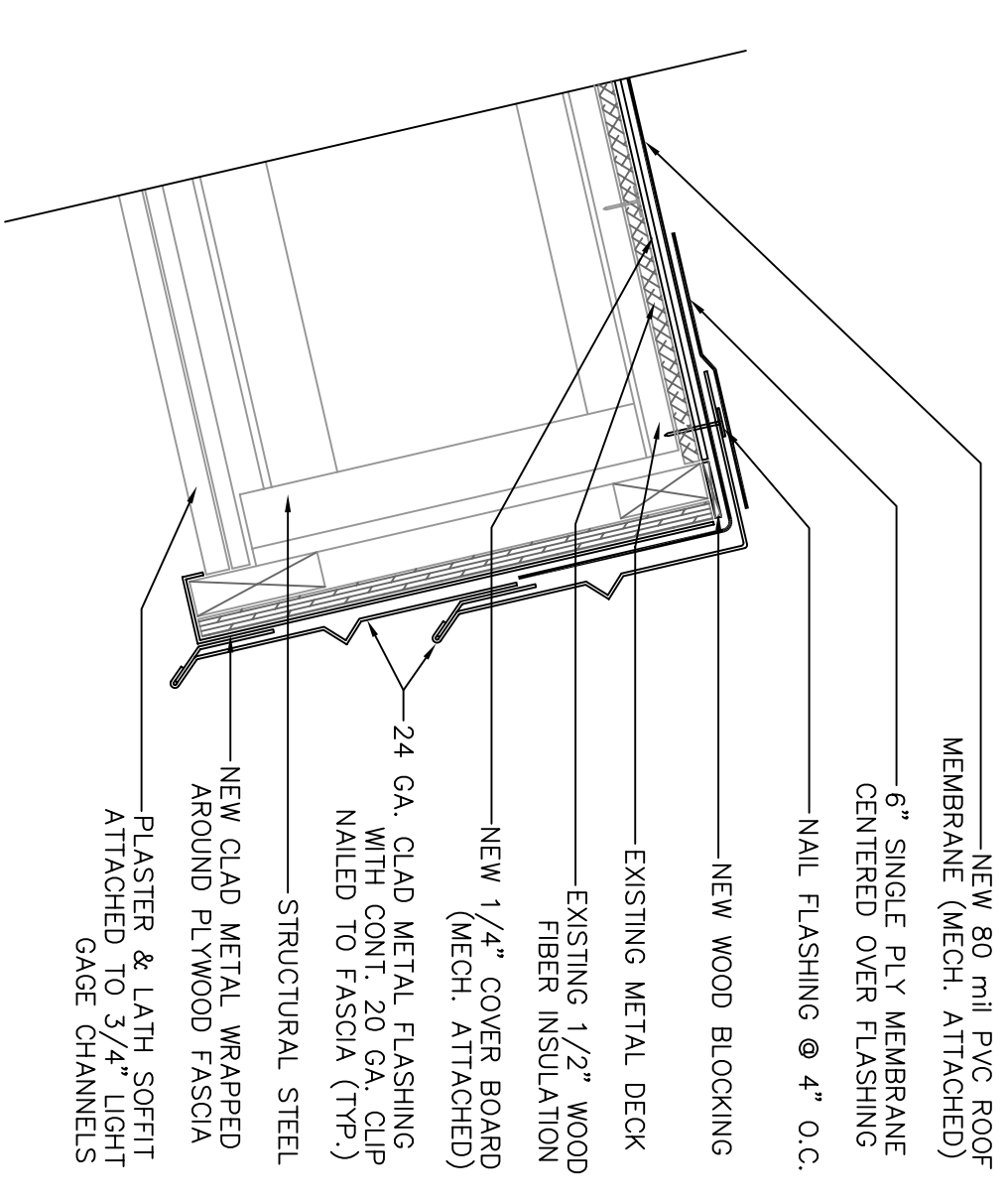
NOTE: PROVIDE AND INSTALL NEW TREATED WOOD BLOCKING FOR CONDUIT SUPPORTS AND LIGHTING. BLOCKING TO SIT ON ADDITIONAL LAYER OF MEMBRANE.



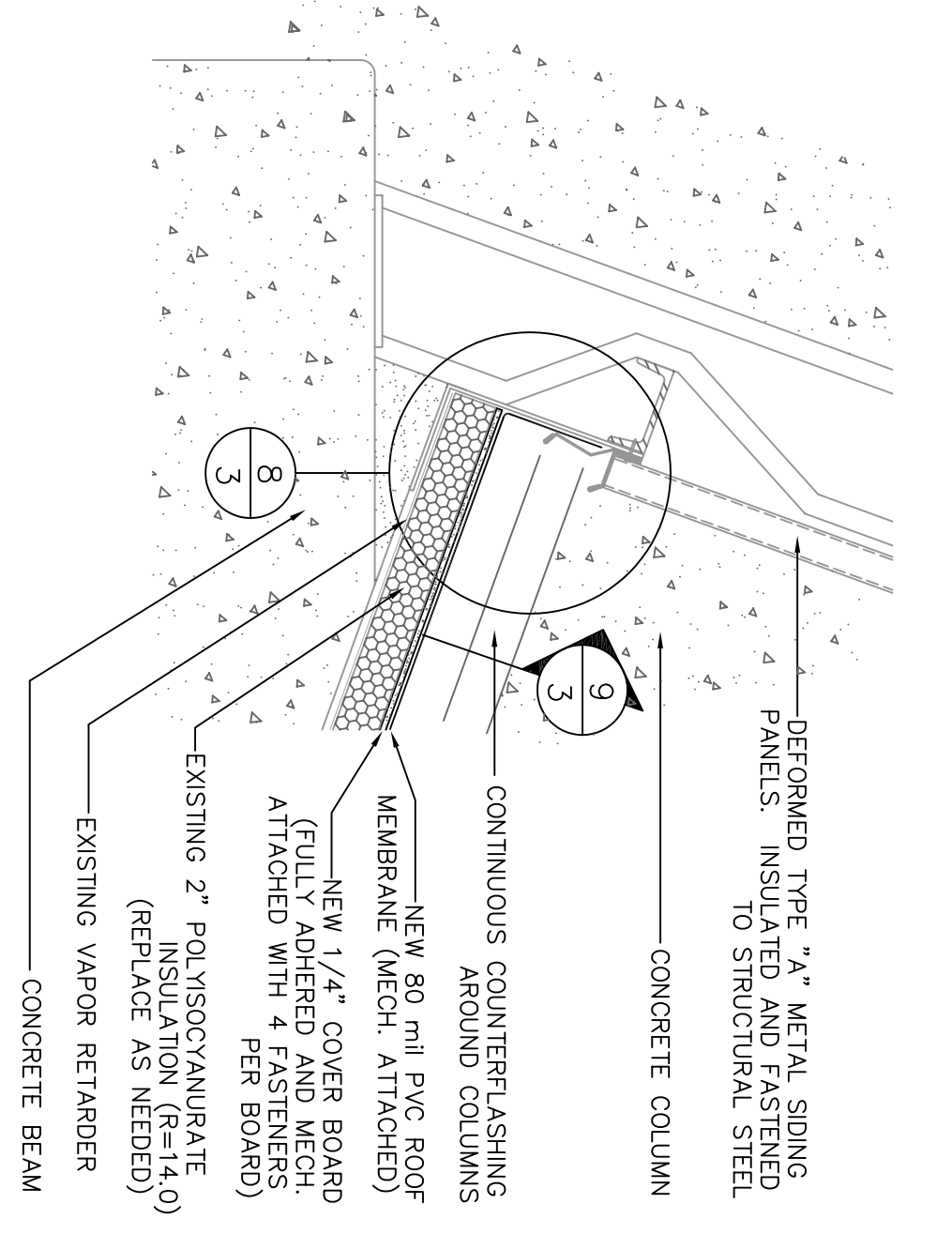
6 LOBBY CANOPY EDGE TYPICAL ON ALL SIDES  
SCALE: 3/4"=1'-0"



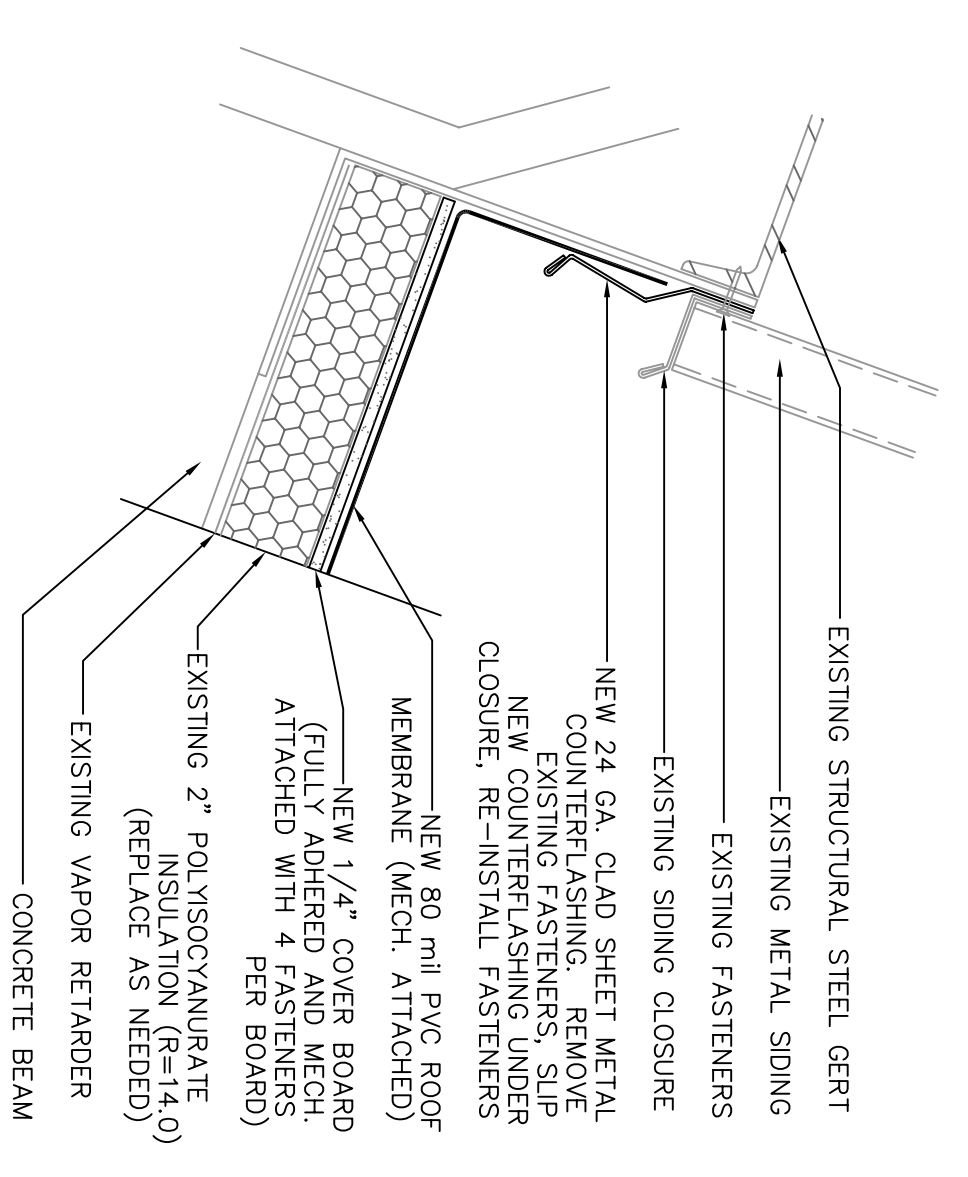
4 FLASHING AT INSULATED PANEL  
SCALE: FULL



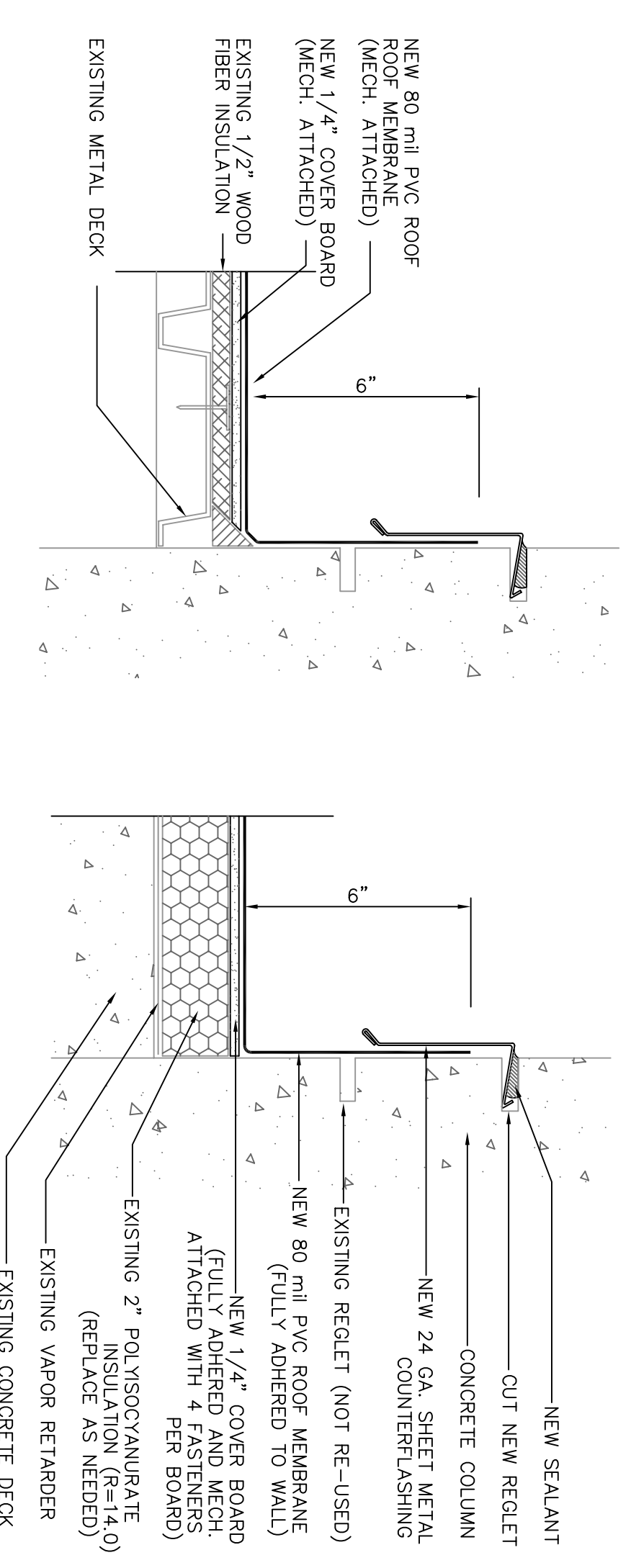
3 CANOPY EDGE  
SCALE: 1-1/2"=1'-0"



7 LOBBY CANOPY TIE-IN  
SCALE: 1-1/2"=1'-0"



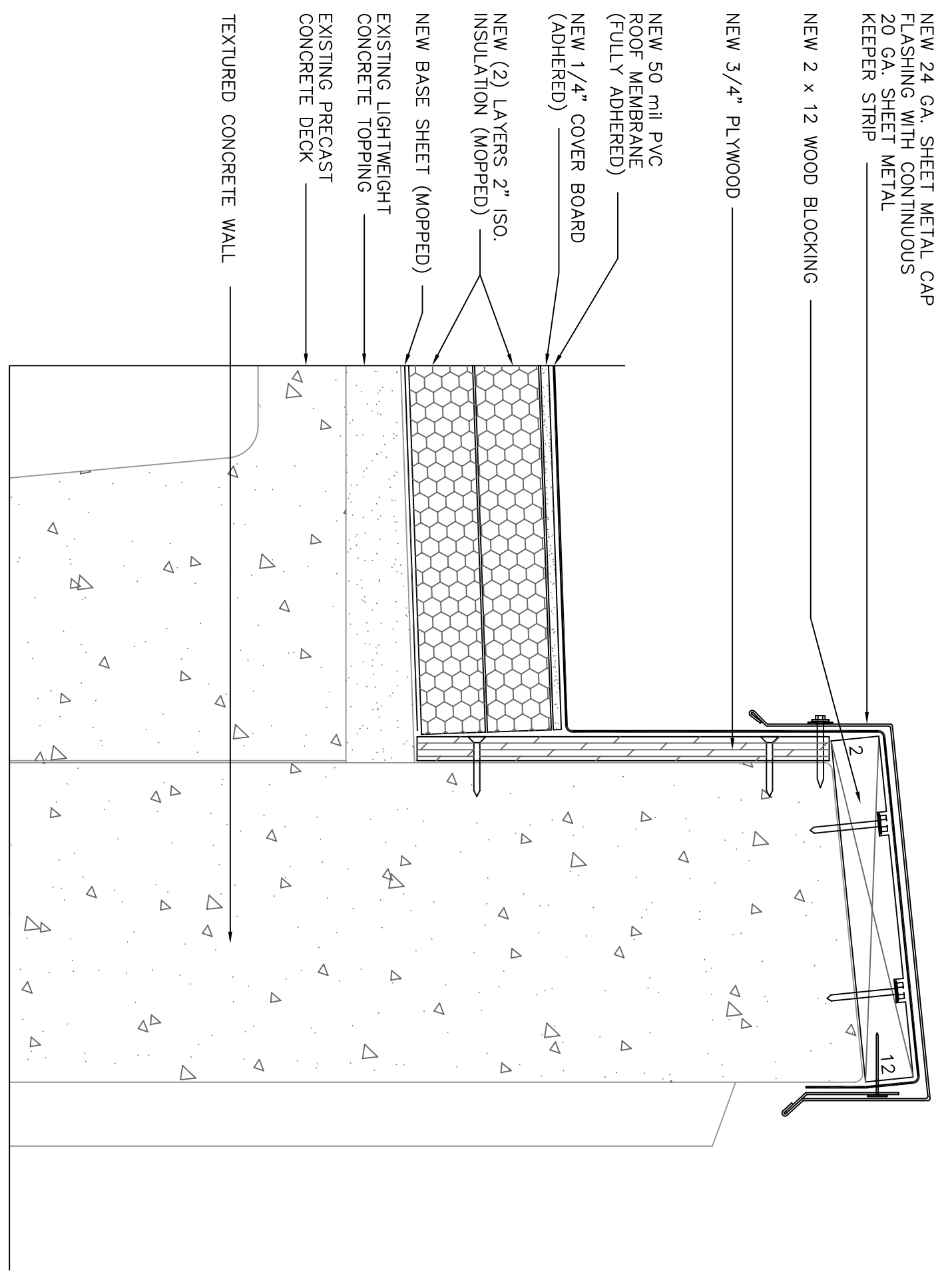
8 FLASHING DETAIL  
SCALE: 3/4"=1'-0"



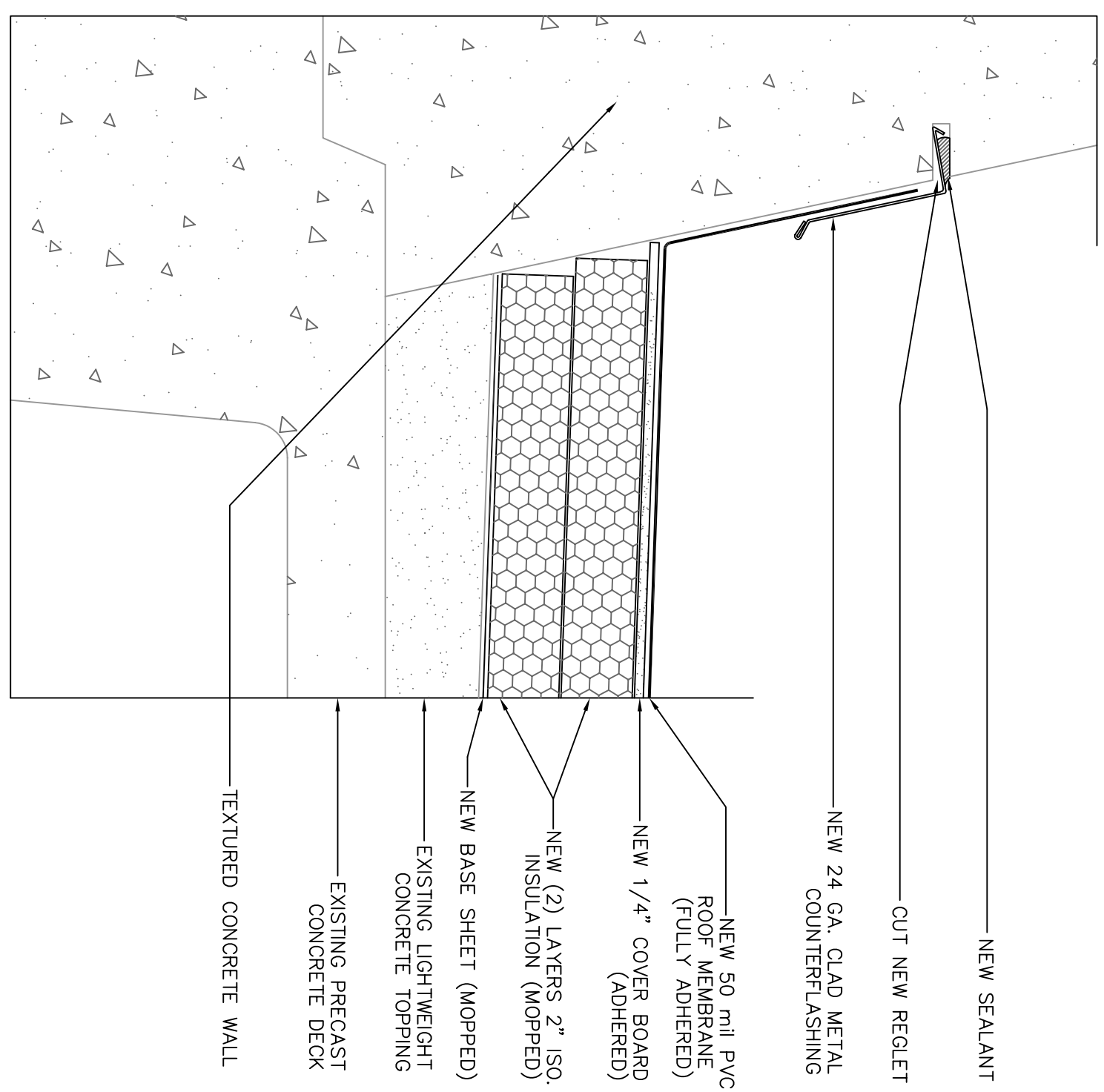
5 FLASHING DETAILS  
SCALE: 3/4"=1'-0"

FOR: DANE COUNTY VETERANS MEMORIAL COLISEUM MADISON, WISCONSIN 2008 ROOF REHABILITATION		DRAWN BY: SRI CONSULTANTS, INC. CHECKED BY: T. CULLITON DATE: 05-28-08 FROM:		PROJECT # 13501.00 SHEET: 3 of 4 3207 Laura Lane Middleton, WI 53562 608-831-5333
---	--	---	--	---

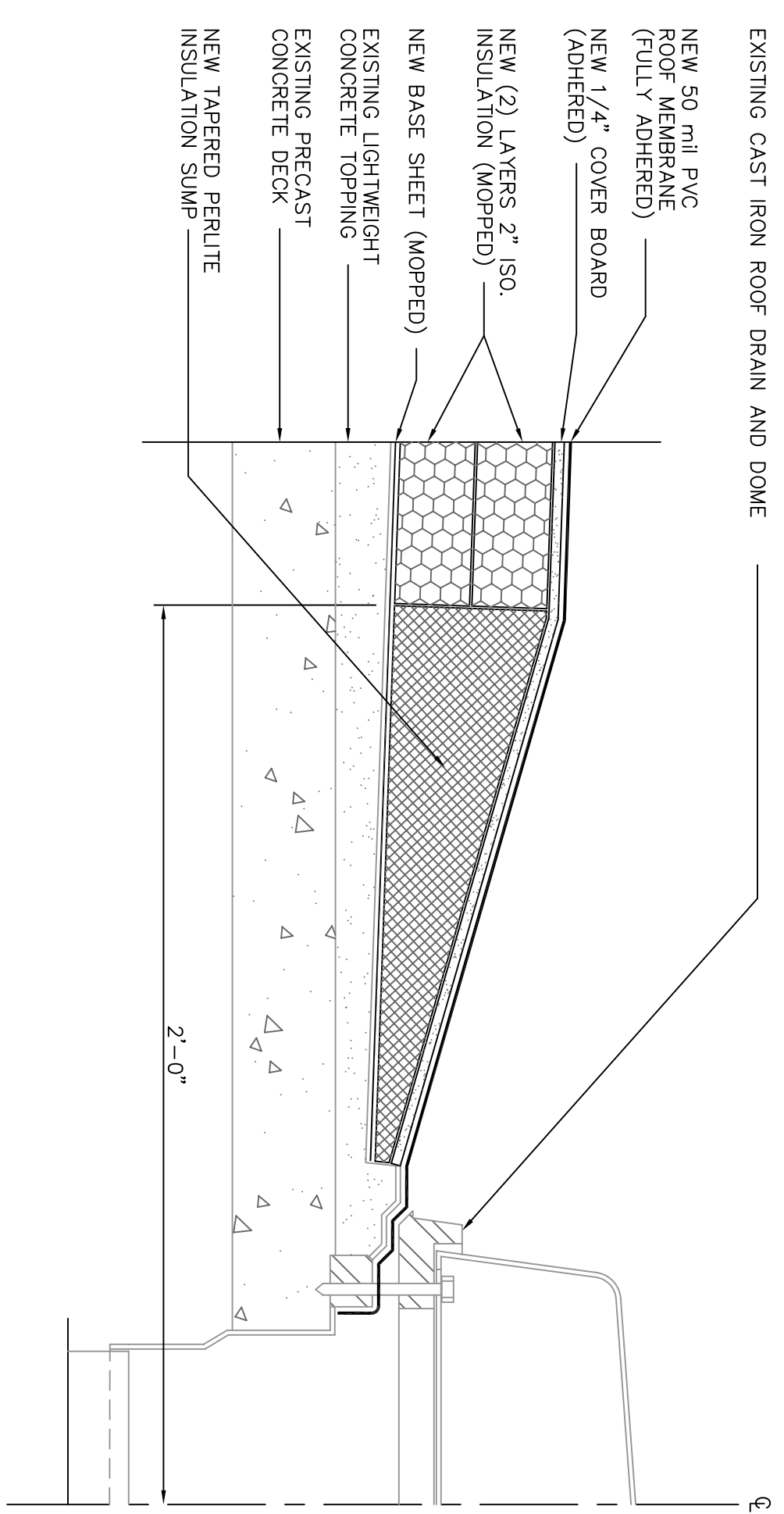
DOME AND ATTACHED ROOFS - DETAILS



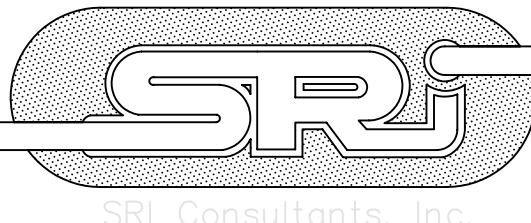
1 HAT BRIM PARAPET DETAIL  
SCALE: 3/8"=1'-0"



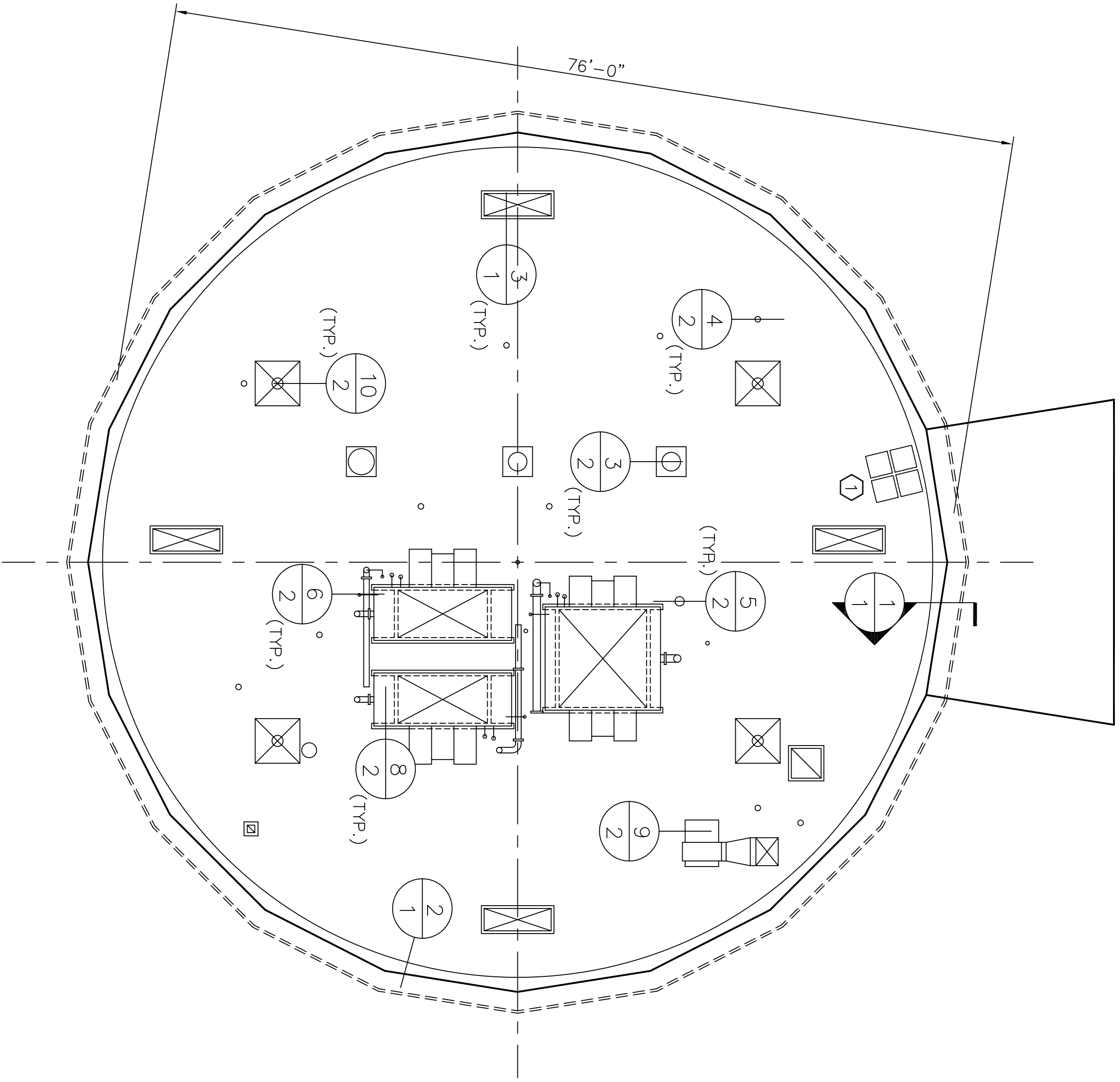
2 HAT BRIM WALL FLASHING DETAIL  
SCALE: 3/8"=1'-0"



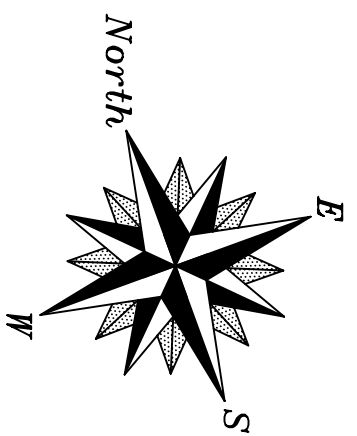
3 HAT BRIM ROOF DRAIN  
SCALE: 3/8"=1'-0"

FOR: DANE COUNTY VETERANS MEMORIAL COLISEUM MADISON, WISCONSIN 2008 ROOF REHABILITATION	DRAWN BY: SRI CONSULTANTS, INC.	CHECKED BY: T. CULLITON	DATE: 05-28-08	FROM:  SRI Consultants, Inc.	PROJECT # 13501.00 SHEET:
	REVISED BY:	REVISIONS:	REVISIONS:		REVISIONS:

SERVICE BUILDING - ROOF PLAN AND DETAILS



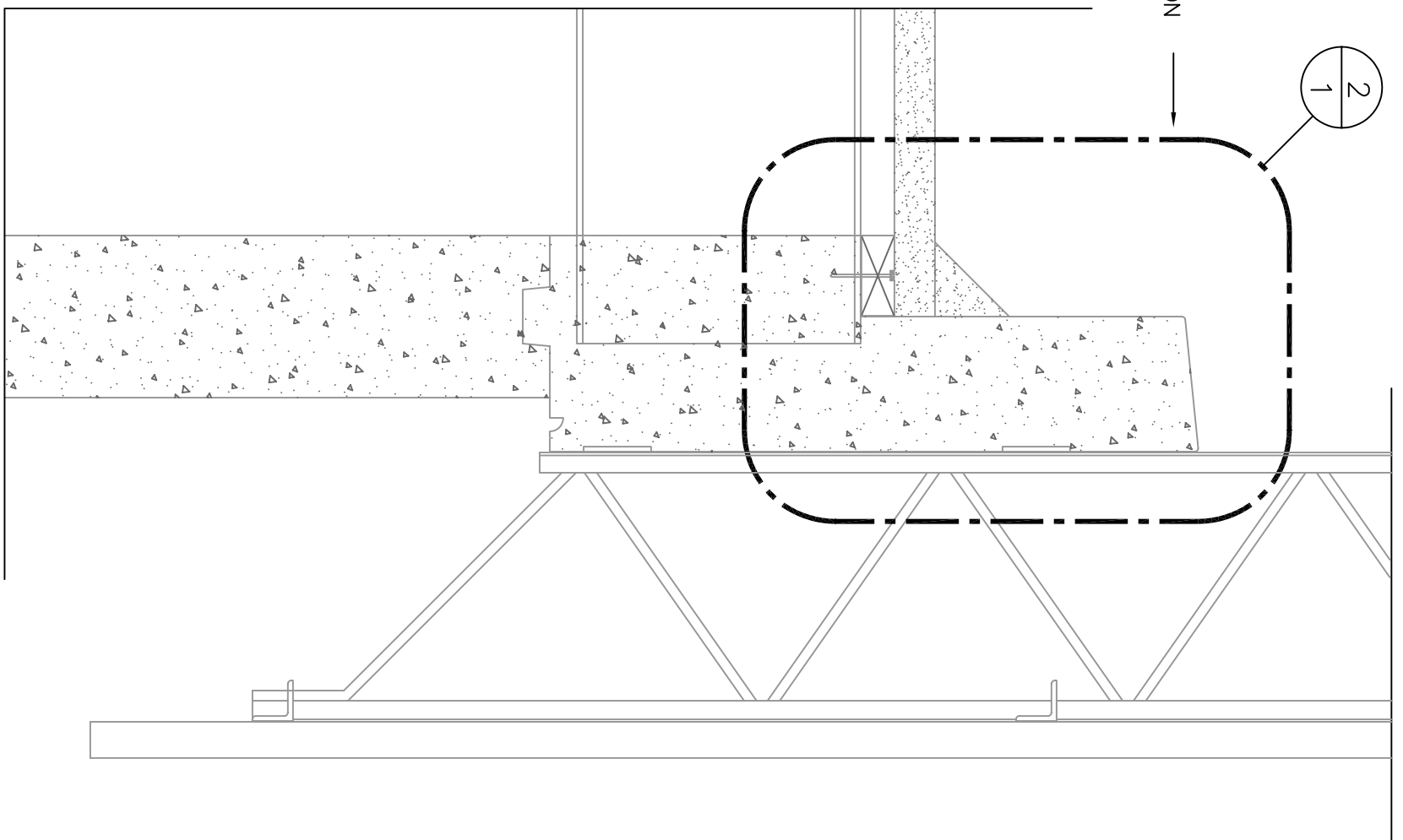
ROOF PLAN  
SCALE: 1/8"=1'-0"



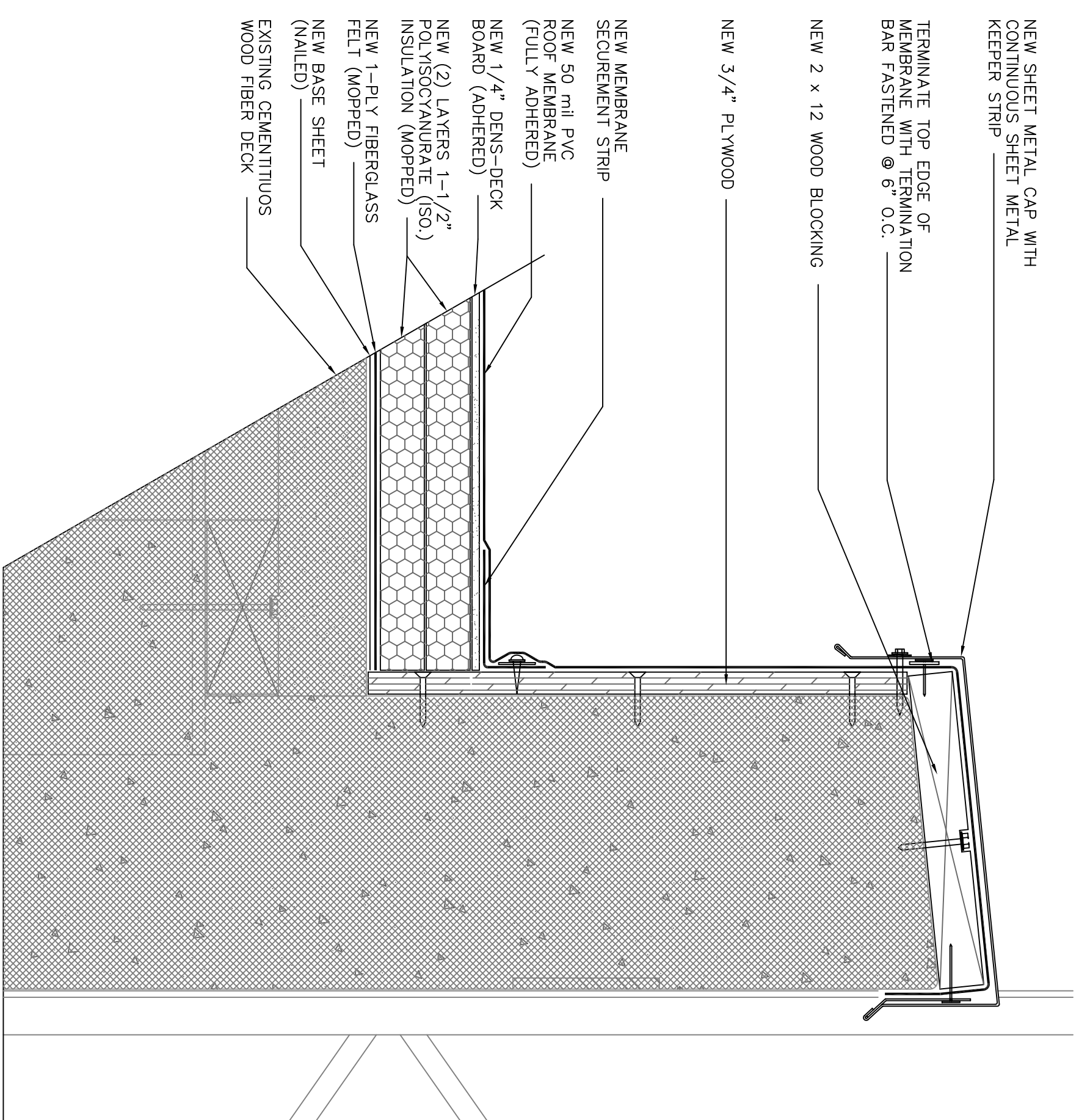
**LEGEND:**

- ROOF DRAIN W/ SUMP
- EQUIPMENT RAILS
- HVAC UNIT
- PLUMBING VENT
- VENTILATOR/BLOWER
- CHIMNEY
- PITCH LINE
- TAPERED INSULATION
- STRUCTURAL SLOPE
- DESIGN NOTE

- GENERAL NOTES:**
- CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION OF ALL DIMENSIONS AND EXISTING DETAILS AND CONDITIONS PRIOR TO SUBMITTING BID AND STARTING WORK.
  - DETAILS SHOWN REPRESENT EXISTING CONDITIONS TO THE EXTENT KNOWN, WITH THE NEW MATERIALS AND/OR PROCEDURES CALLED OUT.
  - CONTINUOUS 50 mil PVC MEMBRANE SHEETS, WHEREVER SPECIFIED, SHALL BE BONDED AT ALL LAPS.
  - ALL DAMAGED OR MISSING ROOF DRAIN ASSEMBLY COMPONENTS ARE TO BE REPLACED WITH NEW, PER UNIT PRICING.
- DESIGN NOTES:**
- INSTALL FOUR NEW PAVERS AT ENTRANCE.
  - EXISTING ROOF SYSTEM: FULLY ADHERED EPDM ROOF MEMBRANE, 1" URETHANE INSULATION (MECHANICALLY ATTACHED), CEMENTIOUS WOOD FIBER DECK.



1 PARAPET FLASHING DETAIL  
SCALE: 3/4"=1'-0"



2 PARAPET FLASHING DETAIL  
SCALE: 3/4"=1'-0"

FOR:  
DANE COUNTY VETERANS MEMORIAL COLISEUM  
MADISON, WISCONSIN  
2008 ROOF REHABILITATION

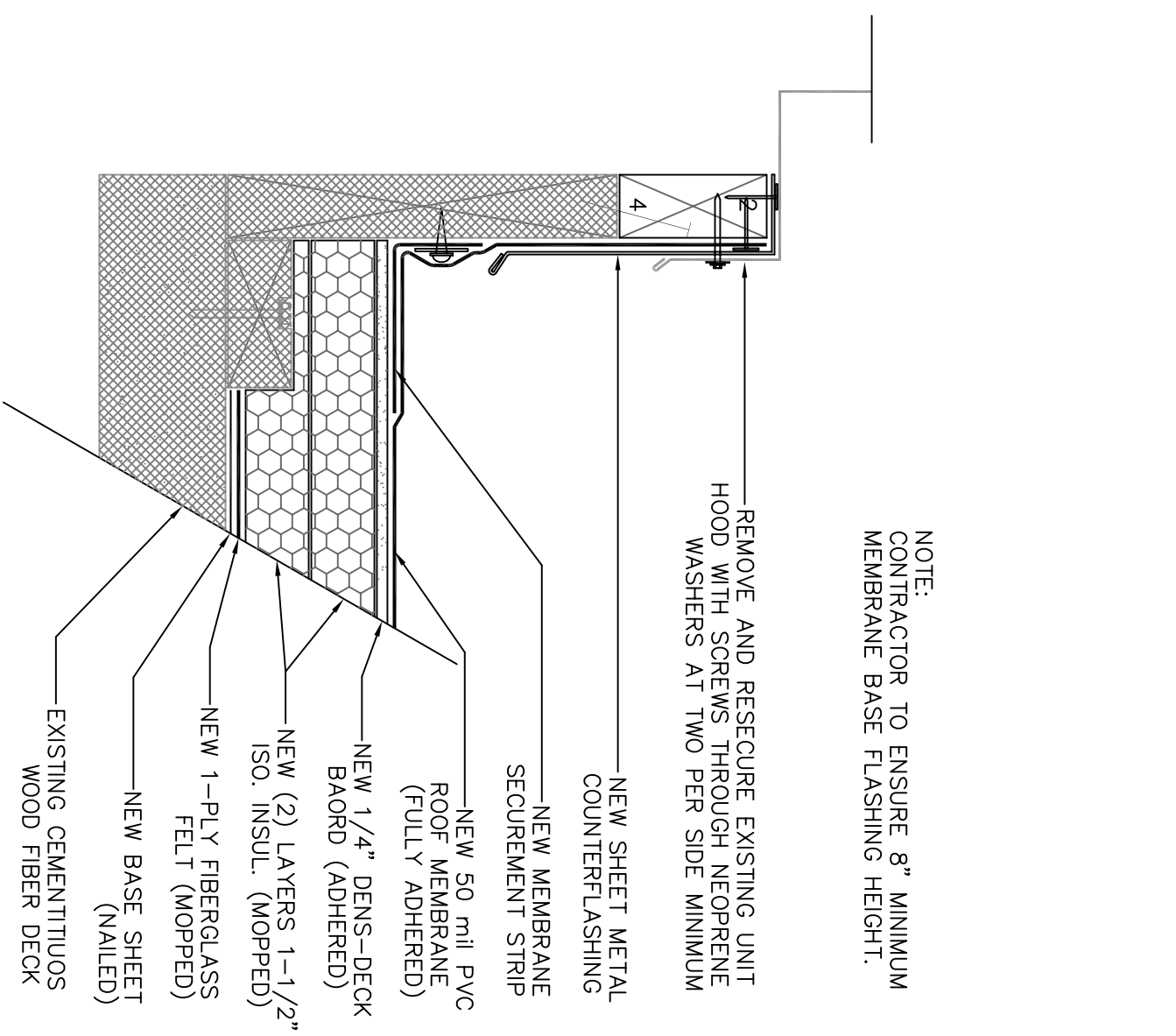
DRAWN BY: SRI CONSULTANTS, INC.	CHECKED BY: T. CULLITON	DATE: 05-28-08
REVISED BY:		

FROM:

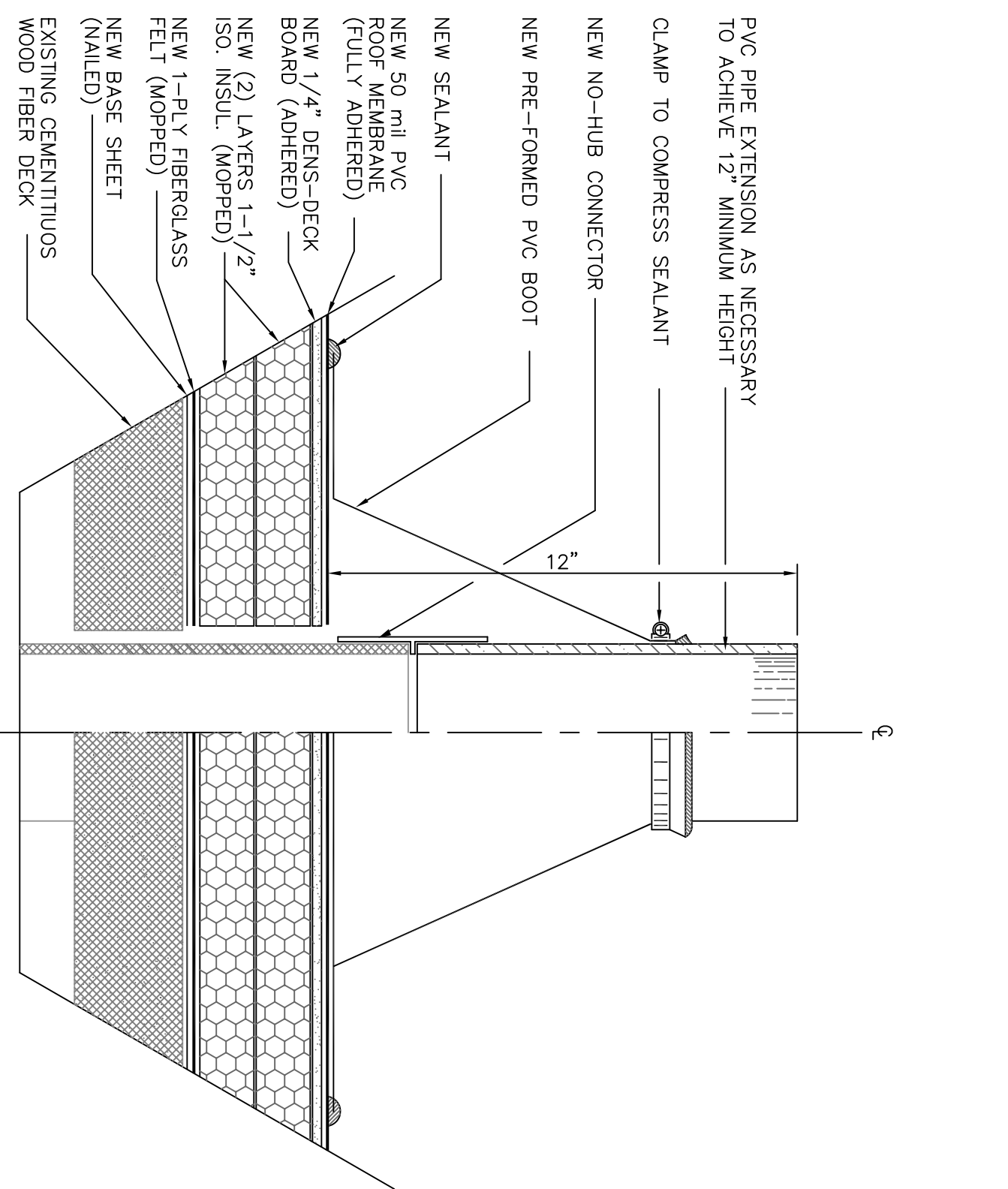
3207 Laura Lane  
Middleton, WI 53562  
608-831-5333

PROJECT # 13501.00  
SHEET:  
1 of 2

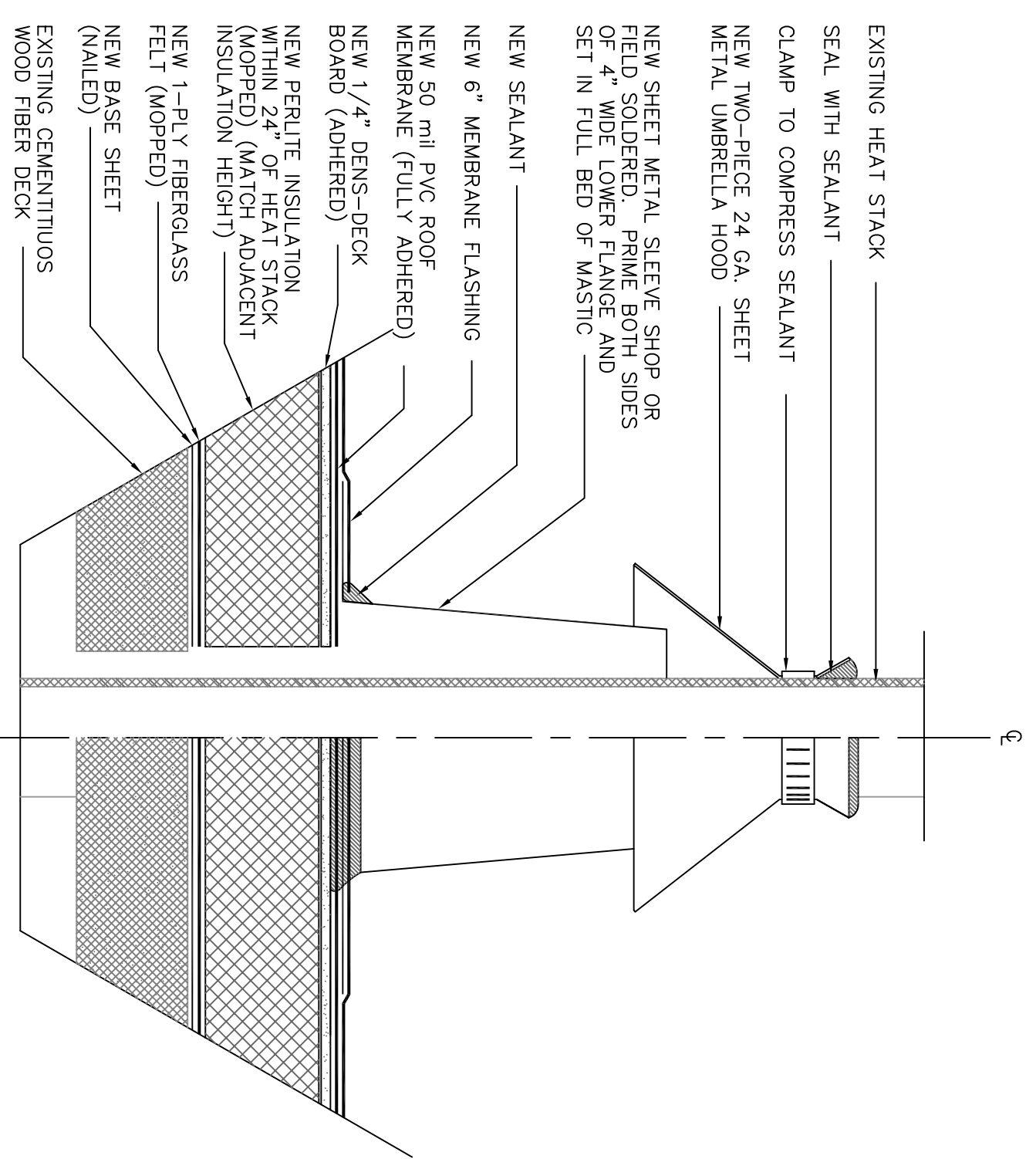
SERVICE BUILDING - DETAILS



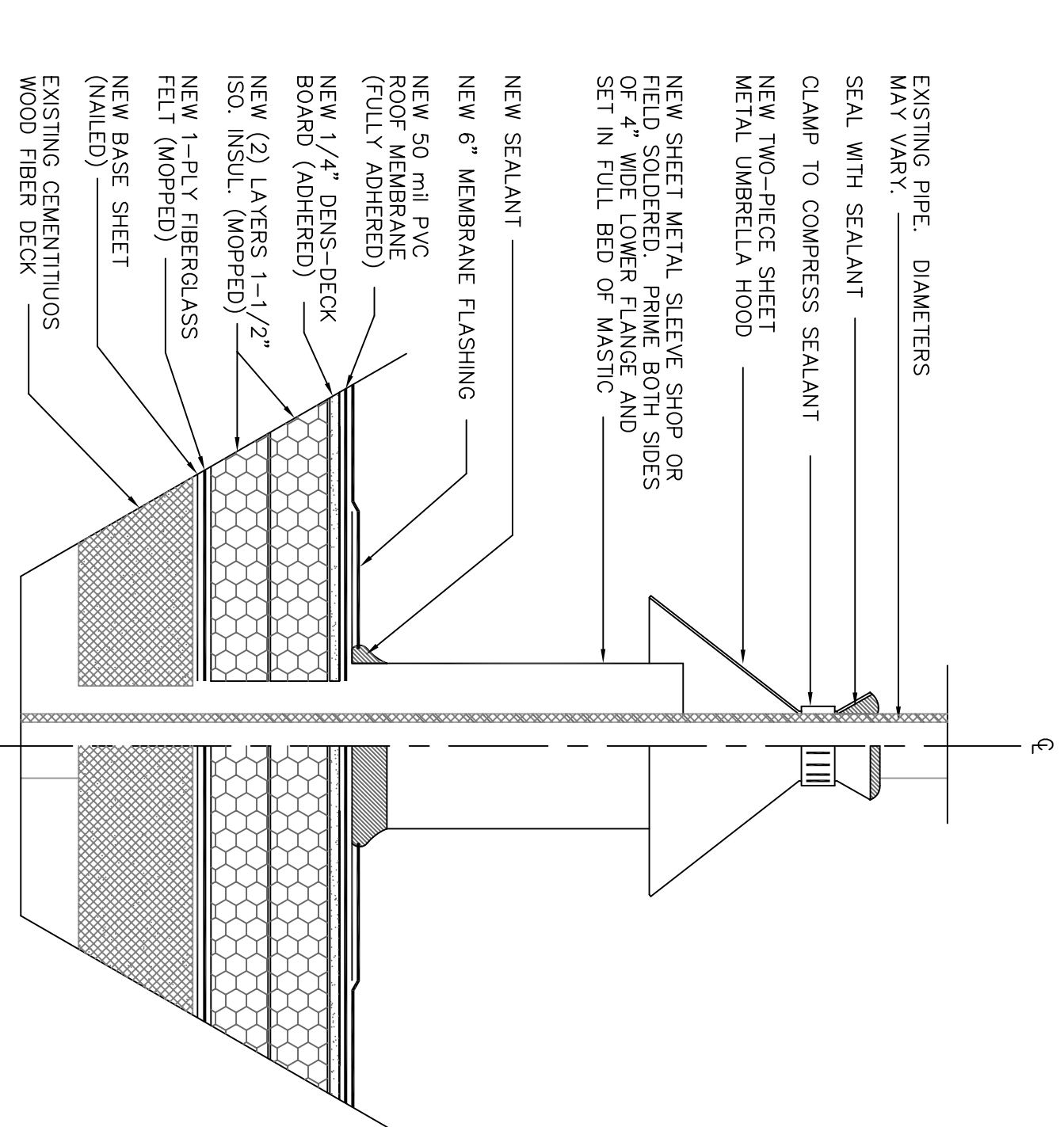
3 EQUIPMENT CURB DETAIL  
SCALE: 3"=1'-0"



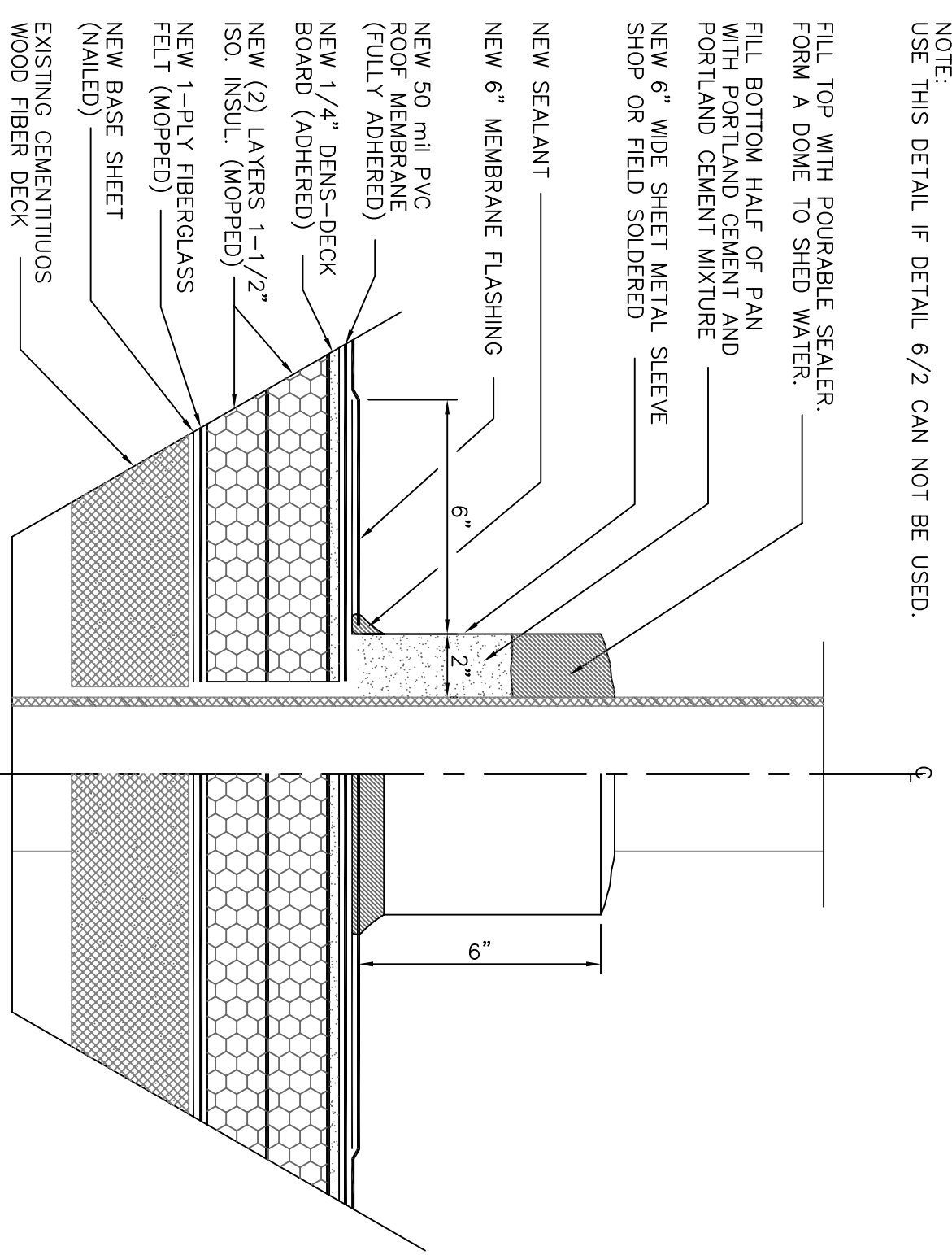
4 PLUMBING VENT DETAIL  
SCALE: 3"=1'-0"



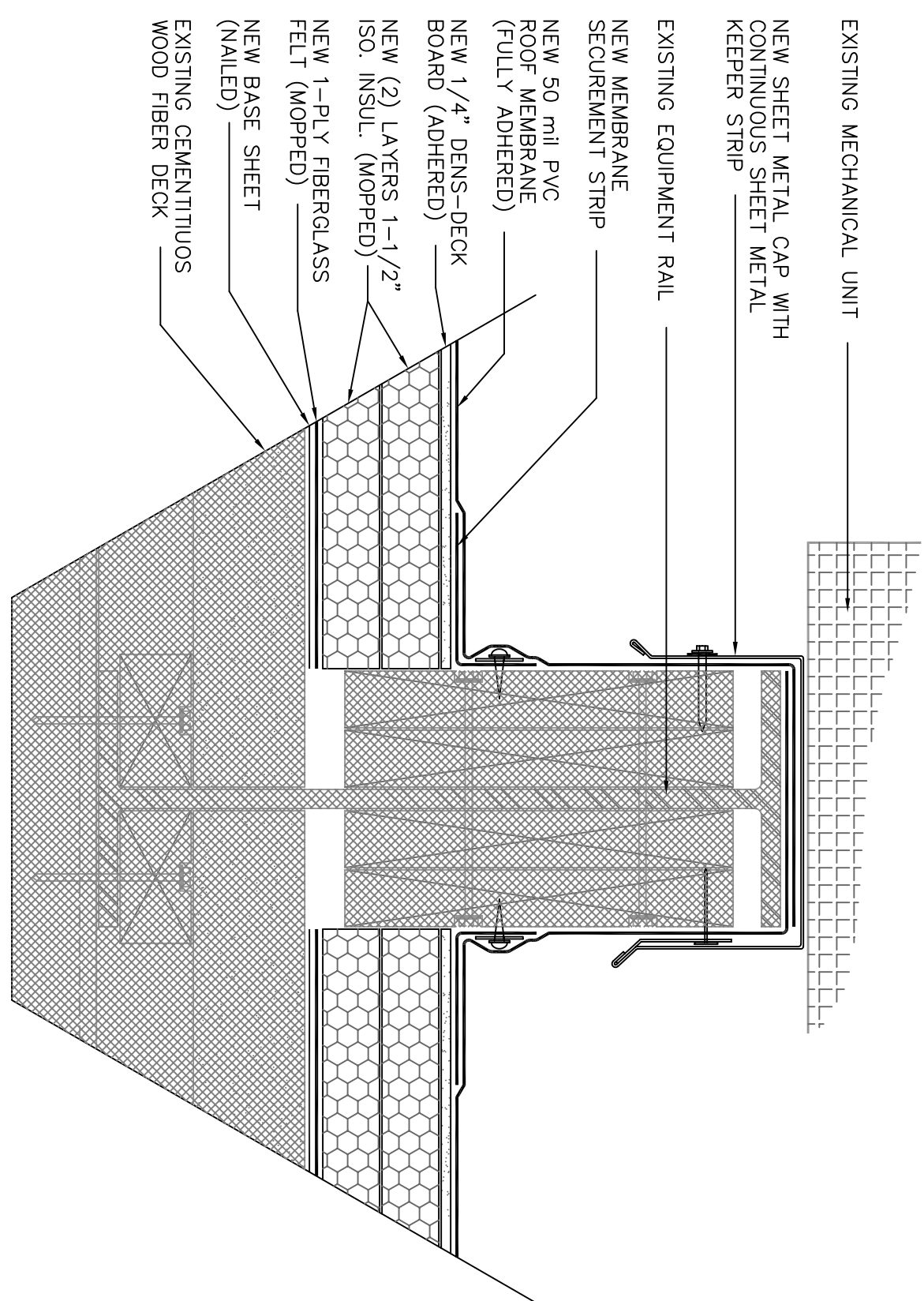
5 HEAT STACK DETAIL  
SCALE: 3"=1'-0"



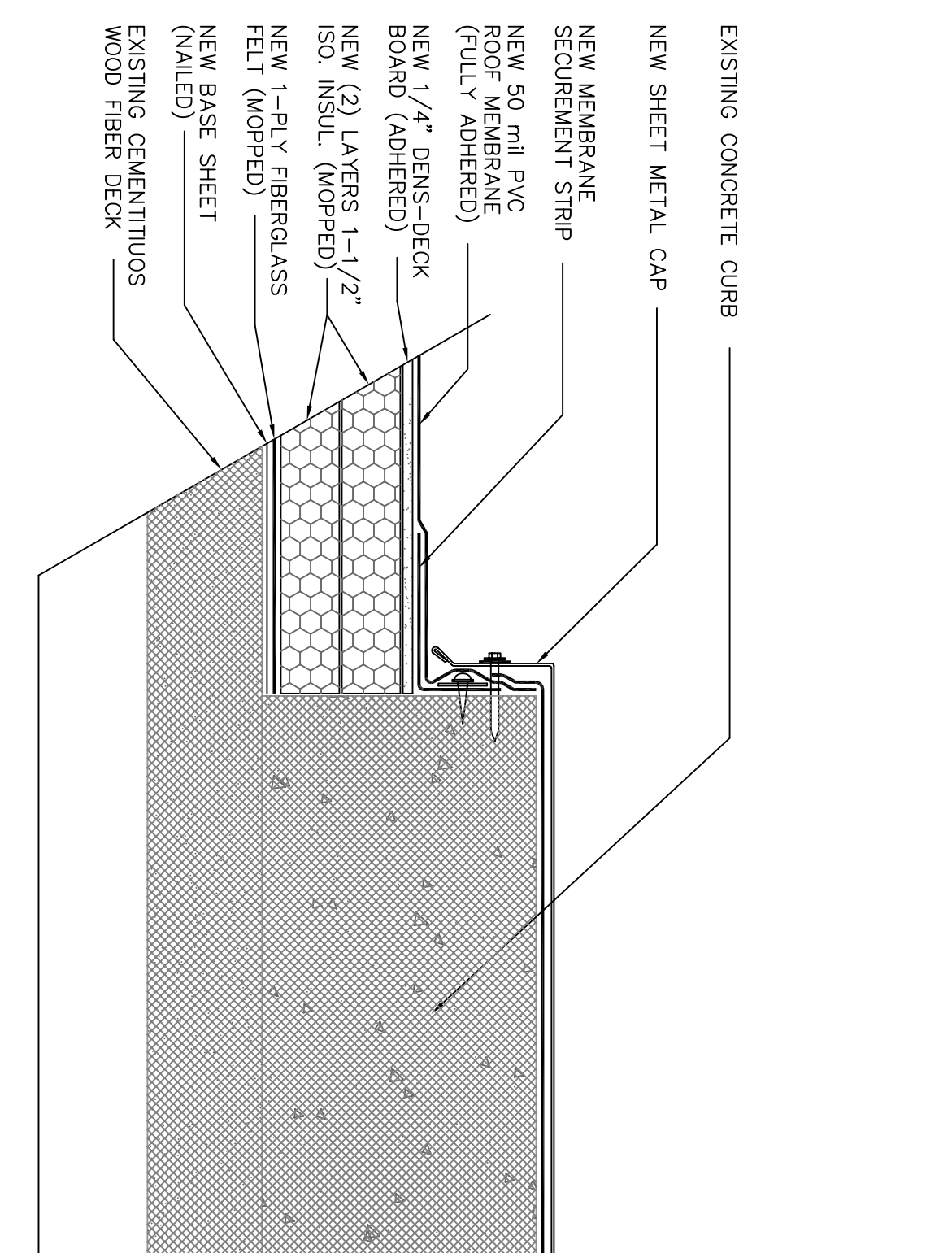
6 PIPE PENETRATION DETAIL  
SCALE: 3"=1'-0"



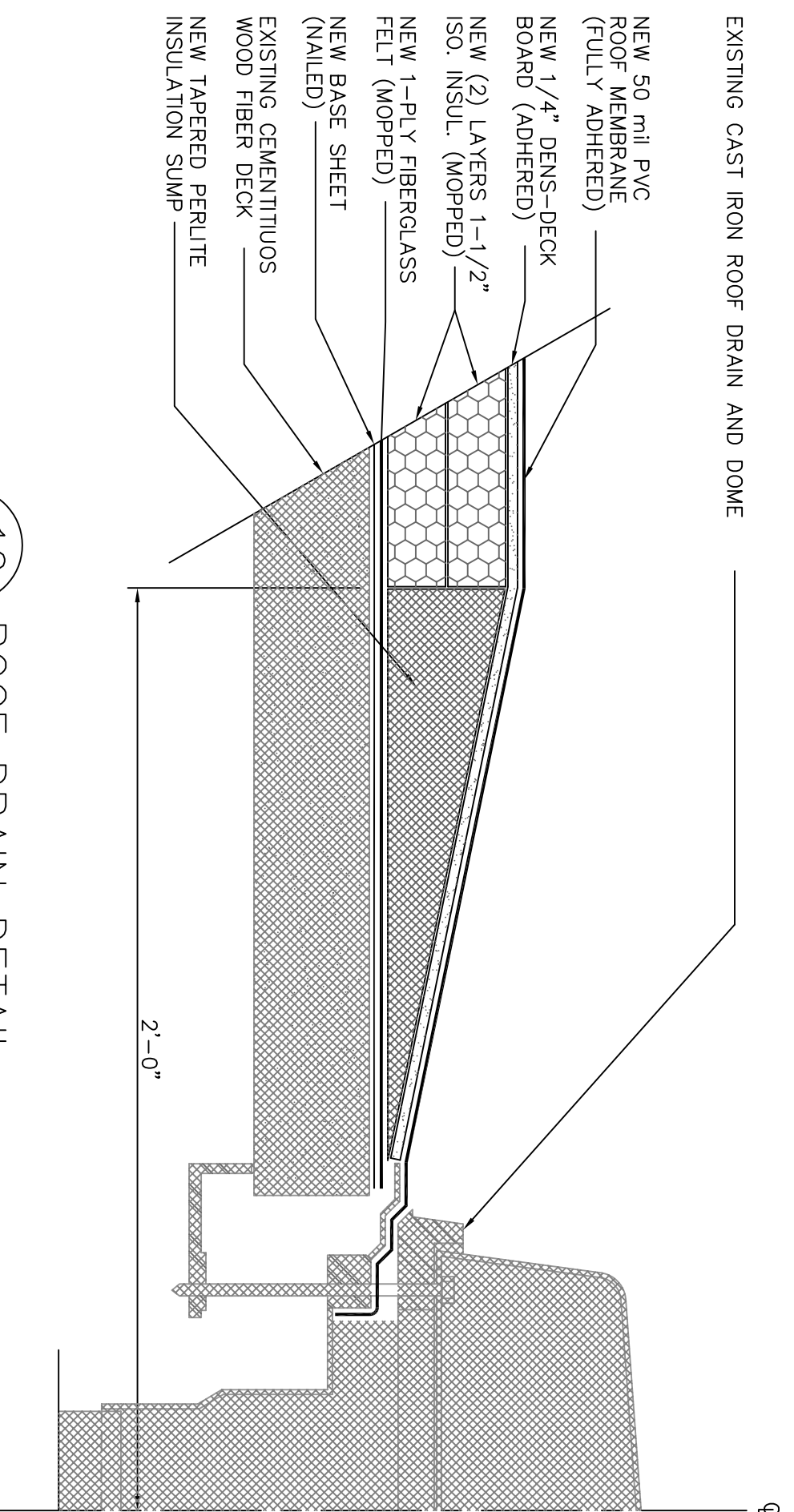
7 PIPE PENETRATION DETAIL  
SCALE: 3"=1'-0"



8 EQUIPMENT RAIL DETAIL  
SCALE: 3"=1'-0"



9 CONCRETE CURB DETAIL  
SCALE: 3"=1'-0"



10 ROOF DRAIN DETAIL  
SCALE: 3"=1'-0"