



RFB NO. 321024

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. 321024 ACCESSIBLE RAMP & HANDRAIL REPAIRS DANE COUNTY JOB CENTER 1819 ABERG AVENUE MADISON, WISCONSIN

Due Date / Time: **TUESDAY, AUGUST 17, 2021 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

Bid Deposit: **N/A**

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

STEVE RICHARDS, PROJECT MANAGER
TELEPHONE NO.: 608/267-4592
FAX NO.: 608/267-1533
E-MAIL: RICHARDS.STEVE@COUNTYOFDANE.COM

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INVITATION TO BID

LEGAL NOTICE

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

2:00 P.M., TUESDAY, AUGUST 17, 2021

RFB NO. 321024

JOB CENTER ACCESSIBLE RAMP AND HANDRAIL REPAIR

DANE COUNTY JOB CENTER

1819 ABERG AVE., MADISON, WI

Dane County is inviting Bids for construction services to perform repairs to an existing concrete ramp with metal handrail at the Dane County Job Center.

RFB document may be obtained after July 19, 2021 from bids-pwht.countyofdane.com. Call , Project Mgr., 608/267-4592, or our office, 608/266-4018, with any questions.

Bidders must be qualified as Best Value Contractor before Bid Due Date / Time. Complete Application at publicworks.countyofdane.com/bvc or call 608/267-0119.

Pre-bid site tour will be Wednesday August 4, 2021 at 10:00 a.m. at the Dane County Job Center 1819 Aberg Ave. Madison, WI. Attendees shall meet at the South Ramp behind the facility located on Stephen Street. Bidders are strongly encouraged to attend.

END OF SECTION

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INSTRUCTIONS TO BIDDERS

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1. GENERAL

- A. Before submitting Bid, bidder shall thoroughly examine all Construction Documents. Successful Bidder shall be required to provide all the Work that is shown on Drawings, set forth in Specifications, or reasonably implied as necessary to complete Contract for this project.
- B. Bidder shall visit site to become acquainted with adjacent areas, means of approach to site, conditions of actual site and facilities for delivering, storing, placing, and handling of materials and equipment.
- C. Pre-bid meeting is scheduled on Wednesday, August 4, 2021 at 10:00 a.m. at Dane County Job Center, 1819 Aberg Ave, Madison, WI. Attendees shall meet at the South Ramp behind the facility located on Stephen Street. Attendance by all bidders is optional, however bidders and subcontractors are strongly encouraged to attend.
- D. Safe distancing & face masks are required for all tour attendees. Tours will be limited to 10 people; please limit number of attending staff & subcontractors. If there are more than 10 people, group will be split & there will be two or more tours. Allow sufficient time if you do not make it in to first tour group. Do not visit the site if you are or have recently been ill.
- E. 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 Conditions of Contract, are enumerated in Document Index of these Construction Documents.
- B. Complete sets of Drawings and Specifications for all trades will be available to all Bidders, irrespective of category of work to be bid on, in order that all Bidders may be familiar with work of other trades as they affect their bid.

3. INTERPRETATION

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

4. QUALIFICATIONS OF BIDDER (CONTRACTOR AND SUBCONTRACTOR)

- A. Before award of Contract can be approved, Owner shall be satisfied that Bidder involved meets following requirements:
 - 1. Has completed at least one (1) project of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications.
 - 2. Maintains permanent place of business.
 - 3. Can be bonded for terms of proposed Contract.

Contractor and subcontractors shall meet all applicable Best Value Contractor requirements.

- B. County's Public Works Project Manager will make such investigations as are deemed necessary to determine ability of bidder to perform the Work, and bidder shall furnish to County's Public Works Project Manager or designee all such information and data for this purpose as County's Public Works Project Manager may request. Owner reserves right to reject Bid if evidence submitted by, or investigation of, bidder fails to satisfy Owner that bidder is responsible and qualified to carry out obligations of Contract and to complete the Work contemplated therein.

5. BID GUARANTEE

- A. Not used.

6. WITHDRAWAL OF BIDS

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

7. CONTRACT FORM

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

8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS

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

9. EMERGING SMALL BUSINESS PROVISIONS

- A. **Not used.**

10. METHOD OF AWARD - RESERVATIONS

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

11. SECURITY FOR PERFORMANCE AND PAYMENTS

- A. Simultaneous with delivery of signed Contract, Bidder shall be required to furnish Performance and Payment Bonds as specified in Article 2 of Conditions of Contract,

“Guarantee and Bond”. Surety Company shall be licensed to do business in Wisconsin. Performance and Payment Bonds must be dated same date or subsequent to date of Contract. Performance and Payment Bonds must emulate information in Sample Performance and Payment Bonds in Construction Documents.

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

12. TAXES

- A. Wisconsin Statute 77.54 (9m) allows building materials that become part of local unit government facilities to be exempt from sales & use tax. Vendors & materials suppliers may not charge Bidders sales & use tax on these purchases. This does not include highways, streets or roads. Any other Sales, Consumer, Use & other similar taxes or fees required by law shall be included in Bid.
- B. In accordance with Wisconsin Statute 71.80(16)(a), successful nonresident bidder, whether incorporated or not, and not otherwise regularly engaged in business in this state, shall file surety bond with State of Wisconsin Department of Revenue payable to Department of Revenue, to guarantee payment of income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld from wages of employees, together with any penalties and interest thereon. Amount of bond shall be three percent (3%) of Contract or subcontract price on all contracts of \$50,000 or more.

13. SUBMISSION OF BIDS

- A. All Bids shall be submitted on standard Bid Form bound herein and only Bids that are made on this Bid Form will be considered. Entire Bid Form and other supporting documents, if any, shall be removed or copied from Construction Documents, filled out, and submitted in manner specified hereinafter. Submit completed Bid Bond with Bid as well.
- B. No bids for any subdivision or any sub-classification of the Work, except as indicated, will be accepted. Any conditional Bid, amendment to Bid Form or appended item thereto, or inclusion of any correspondence, written or printed matter, or details of any nature other than that specifically called for, which would alter any essential provision of Construction Documents, or require consideration of unsolicited material or data in determining award of Contract, will disqualify Bid. Telecommunication alterations to Bid will not be accepted.
- C. Bidders must submit single Bid for all the Work.

- D. Bid amounts shall be inserted in words and in figures in spaces provided on Bid Form; in case of conflict, written word amounts will govern.
- E. Addenda issued after Bid Letting shall become part of Construction Documents. Bidders shall acknowledge receipt of such addenda in appropriate space provided on Bid Form. Bid may be rejected if receipt of any particular addendum applicable to award of Contract has not been acknowledged on Bid Form.
- F. Bids shall be signed, placed in envelope, sealed and delivered before due time to place designated in Invitation to Bid, and identified with project name, bid number, location, category of work being bid upon, Bid Due Date, name and address of bidder.
- G. Bidder shall be responsible for sealed Bid being delivered to place designated for Bid Due Date on or before date and time specified. Bids received after time of closing will be rejected and returned to bidder unopened.
- H. Current public health conditions prevent public bid openings.
- I. Bids hand delivered & dropped off at Public Works' physical address should be placed in the "Public Works Bids & Proposals" drop box placed outside or just inside the building's front vestibule.
- J. Bid will be opened on listed due date & time & results should be available within 24 hours at bids-pwht.countyofdane.com.
- K. Bid will be considered invalid and will be rejected if bidder has not signed it.
- L. Faxed or emailed Bids will not be accepted.
- M. Bidder's organization shall submit completed with Bid, Fair Labor Practices Certification form, included in these Construction Documents.

14. SUBCONTRACTOR LISTING

- A. Bidders are required to submit Section 00 43 36, Proposed Subcontractors Form listing all subcontractors for this project including committed prices for each subcontractor. Project Manager must receive Form no later than when successful Bidder submits their signed Contract. Failure to submit may delay progress payments.

15. ALTERNATE BIDS

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

16. INFORMATIONAL BIDS

A. Not Used.

17. UNIT PRICES

A. Not used.

18. COMMENCEMENT AND COMPLETION

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

19. WORK BY OWNER

A. Not used.

20. SPECIAL HAZARDS COVERAGE

A. Not Applicable.

Name of Bidding Firm: _____

SECTION 00 41 13

BID FORM

BID NO. 321024

**PROJECT: JOB CENTER ACCESSIBLE RAMP AND HANDRAIL REPAIRS
DANE COUNTY JOB CENTER**

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

NOTE: WISCONSIN STATUTE 77.54 (9M) ALLOWS FOR NO SALES & USE TAX ON THE PURCHASE OF MATERIALS FOR COUNTY PUBLIC WORKS PROJECTS. THIS DOES NOT APPLY TO HIGHWAYS, STREETS AND ROADS PROJECTS.

BASE BID - LUMP SUM:

Dane County is receiving Bids for construction services to perform repairs to an existing concrete ramp with metal handrail at the Dane County Job Center. Base Bid work includes repairs on the South Ramp only. 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 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

ALTERNATE BID 1 - LUMP SUM:

Alternate pricing is an addition to the Base Bid for repairs on the East Ramp.

_____ and __/100 Dollars
Written Price

\$ _____
Numeric Price (circle: Add or Deduct)

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

Addendum No(s). _____ through _____

Dated _____

Dane County Facilities Management must have this project completed by November 19, 2021. Assuming this Work can be started by September 21, 2021, what dates can you commence and complete this job?

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

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

(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

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

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

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

The undersigned is qualified as a Best Value Contractor or has proven their exemption. Qualification or exemption shall be complete before Bid Due Date / Time.

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

SIGNATURE: _____
(Bid is invalid without signature)

Print Name: _____ Date: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

END OF SECTION

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

BID CHECK LIST:

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

Bid Form

Proposed Subcontractors Form

Fair Labor Practices Certification

DANE COUNTY BEST VALUE CONTRACTING QUALIFICATION

General Contractors & all Subcontractors must be qualified as a Best Value Contractor with the Dane County Public Works Engineering Division. Qualification & listing is not permanent & must be renewed every 36 months. Complete a *Best Value Contracting Application* online at:

publicworks.countyofdane.com/bvc

DANE COUNTY VENDOR REGISTRATION PROGRAM

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

danepurchasing.com/Account/Login?

SECTION 00 43 36

PROPOSED SUBCONTRACTORS FORM

General Contractor Name: _____ Bid No: _____

Instructions:

1. Complete all information in table below.
2. Include this Form with signed Construction Contract (Section 00 52 96).
3. General contractors & subcontractors must be qualified & registered as Best Value Contractor (Dane County Ordinances, Chapter 40.07). General contractors must be qualified & registered before bids are due. Subcontractors must be qualified & registered 10 working days before performing any work related to Construction Contract. No contractor can perform work without being qualified & registered.
4. Sample Best Value Contracting Application is included in this RFB package for informational purposes; fill out form online (publicworks.countyofdane.com/bvc).

SUBCONTRACTOR NAME	ADDRESS & PHONE NO.	DIVISION OF WORK	\$\$ AMOUNT OF CONTRACT

Check box if there is another form page attached to include additional subcontractors.

The undersigned, for and on behalf of the General Contractor named herein, certifies the information on this Form is accurate.

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

SUBCONTRACTOR NAME	ADDRESS & PHONE NO.	DIVISION OF WORK	\$\$ AMOUNT OF CONTRACT

END OF SECTION

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. _____ Bid No. 321024

Authority: 2021 RES - _____

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

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Deputy Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR furnish Job Center Accessible Ramp and Handrail Repairs including Alternate Bid[s] X, Y & Z (if applicable) ("the Project"); and

WHEREAS, CONTRACTOR, whose address is _____ is able and willing to construct the Project, in accordance with the [Construction Documents, Scope of Work document, site meeting, etc.];

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

1. CONTRACTOR agrees to construct, for the price of \$ _____ the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid Form, Conditions of Contract, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by Industrial Roofing Services, Inc. (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Table of Contents, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. The term of this Contract shall commence when fully executed by the parties. The CONTRACTOR shall commence the Work by _____. The Work's substantial completion date shall be _____. Failure to meet commence work or substantial completion dates on the Work as set forth herein is grounds for termination of the Contract and other remedies as set forth in the Conditions of Contract incorporated herein.
3. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the Conditions of Contract, and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the Conditions of Contract.

4. 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.

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

6. 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".

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

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.

10. CONTRACTOR must be qualified as a Best Value Contractor or have proven their exemption with Dane County Public Works Engineering Division before Bid Due Date / Time. All contractors and subcontractors must be qualified as a Best Value Contractor or have proven their exemption to perform any work under this Contract.

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

* * * * *

FOR CONTRACTOR:

Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

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

* * * * *

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

FOR COUNTY:

Joseph T. Parisi, County Executive Date

Scott McDonell, County Clerk Date

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT:**PROJECT:**

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

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

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

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

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

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

Signed and sealed this _____ day of _____

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

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

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name _____
and Title: _____

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

Signature: _____

Name _____
and Title: _____

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

Sample

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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



AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

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

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name _____
and Title: _____

Signature: _____

Name _____
and Title: _____

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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

SECTION 00 72 12

CONDITIONS OF CONTRACT

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1. BIDS AND QUOTATIONS

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

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

- H. **Visitation of Sites.** Bidder shall visit site(s) that will receive intended work or installation, and in so doing, be held responsible for job deemed satisfactory by County after completion of the Work or installation. No additional compensation shall be allowed for any condition of which bidder could have been informed.
- I. **Completeness.** Supply all information required by Construction Documents to constitute regular bid. This shall include:
 - 1. Completed Bid Form.
 - 2. Completed Fair Labor Practices Certification.
- J. **Bids Binding Sixty (60) Calendar Days.** Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following Bid Due Date.
- K. **Conditional Bids.** Qualified bids are subject to complete rejection, or partial rejection.
- L. **All or Part.** Bids or quotations may be considered and award made for all or any part of total quantities as specified in Construction Documents.
- M. **Errors.** Unit bid price shall govern when extending total prices has errors. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve bidder. Explain all erasures in bids and include signature of bidder.
- N. **Regulation by State Statutes.** Bidding and letting of contracts are subject to provisions of Wisconsin Statutes 59.52(29) and 66.0901 and all subsequent sections and amendments thereof.
- O. **Bidders Present.** Bid Due Date is time fixed for opening of formal bids. Bidding results are made public for information of bidders and others properly interested, who may be present either in person or by representative. Current health care practices & pandemic conditions prohibit public bid openings.
- P. **Taxes.** Contractor does not need to pay State and local sales & use taxes on building materials that become part of local unit government facilities. See Wisconsin Statute 77.54 (9m). This does not include materials for highways, streets or roads. Contractor shall pay any other Sales, Consumer, Use & other similar taxes or fees required by law.

2. GUARANTEE AND BOND

- A. **Bid Bond / Guarantee.** Not applicable for this project.
- B. **Guarantor Liability.** When guarantee is required, failure of bidder to furnish acceptable Performance Bond (Article 2.C.) within twenty (20) business days after receipt of notice of award shall render guarantor liable to County. Bids covered by certified check or bond such security shall become absolute property of County and shall be deposited with County Treasurer for benefit of County as liquidated damages. County shall forthwith proceed to collect on Bid Bond.
- C. **Performance / Payment Bond.** When required, file guarantee that successful bidder will faithfully perform obligations of bid as accepted. Such guarantee must be bond complying

with Wisconsin Statute 779.14 with corporate surety authorized to do business in this State, and that Contractor or subcontractors will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with their operations prior to acceptance of finished work or supplies, and that they will promptly make payments to all persons supplying them with labor or materials in execution of the Work provided for in Contract; guarantee to indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all costs, damages and expenses growing out of or by reason of successful bidder's failure to comply and perform the Work and complete Contract in accordance with Construction Documents; attach thereto a warrant of attorney authorizing confession of judgment thereon for benefit of County.

3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by Contractor or subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- B. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.
- C. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards to compare the Work.
- D. Shop Drawings, Product Data, Samples and similar submittals are not Construction Documents. Purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required how Contractor proposes to conform to information given and design concept expressed in Construction Documents.
- E. Contractor shall review, approve and submit to Public Works, Waste & Renewables Project Manager Shop Drawings, Product Data, Samples and similar submittals required by Construction Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in activities of County or of separate contractors. Submittals made by Contractor not required by Construction Documents, may be returned without action.
- F. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until [Public Works, Waste & Renewables] Project Manager has approved respective submittal. Such Work shall be in accordance with approved submittals.
- G. By approving and submitting, Shop Drawings, Product Data, Samples and similar submittals, Contractor represents that Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated information contained within such submittals with requirements of the Work and of Construction Documents.
- H. Contractor shall not be relieved of responsibility for deviations from requirements of Construction Documents by Public Works Project Manager's approval of Shop Drawings, Product Data, Samples and similar submittals unless Contractor has specifically informed Public Works Project Manager in writing of such deviation at time of submittal and Public Works Project Manager has given written approval to specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Sample or similar submittals by Public Works Project Manager's approval thereof.

- I. Contractor shall in writing direct specific attention to revised and / or resubmitted Shop Drawings, Product Data, Samples or similar submittals that were not requested by Consultant or Public Works Project Manager on previous submittals.
- J. Unless specified otherwise, Contractor shall submit three (3) copies of all Shop Drawings, Product Data, Samples or similar submittals for each submission, until receiving final approval. After final approval, provide five (5) additional copies for distribution and such other copies as may be required.

4. AWARDS

- A. **Lowest Responsible Bidder.** Award will be to lowest responsible bidder conforming to Construction Documents or on most advantageous bid to County.
- B. **Other Considerations.** Quantities involved, time of delivery, purpose for which required, competency of bidder, ability to render satisfactory service and past performance will be considered in determining responsibility.
- C. **Rejection of Bids.** County reserves right to reject any or all bids or quotations in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. County also reserves right to waive technical defects when in its judgment best interests of County thereby will be served.
- D. **Notice of Acceptance.** Sufficient notification of acceptance of bid will be written notice of award to bidder in form of Purchase Order or similar, mailed or delivered to address shown on Bid Form.
- E. **Tie Bids.** If two or more bidders submit identical bids, decision of County to make award to one or more of such bidders shall be final. Cash discount will be taken into consideration in determining award. Also, see Article 7.A. IDENTICAL BIDDING, Antitrust Laws.
- F. **Qualifying Bidders.** Prior to solicitation and / or awarding of bid, County may require submission by bidder of complete financial statement and questionnaire describing bidder's financial ability and experience in performance of similar work. Refer to Instructions to Bidders.
- G. **Disqualification.** Awards will not be made to any person, firm or company in default of Contract with County, or to any bidder having as its sales agent or representative or as member of firm, any individual previously in default or guilty of misrepresentation.
- H. **Bid Results.** Bidders may secure information pertaining to results of bids by visiting Public Works' website, bids-pwht.countyofdane.com/.

5. CONTRACT PROVISIONS

- A. **Acceptance Constitutes Contract.** Written acceptance by Public Works Project Manager of proposal for services shall constitute Contract, which shall bind bidder to perform the Work as detailed in Construction Documents, for bid amount and in accordance with all conditions of said accepted bid. Formal Contract containing all provisions of Contract signed by both parties shall be used when required by Public Works Project Manager.

- B. **Local Restrictions and Permits.** All work shall be done according to applicable laws, ordinances and codes. Contractor shall procure and pay for all required permits for permanent or temporary work.
- C. **Payment of Invoices.** Payment may be made only after inspection and acceptance by using agency and approval by Dane County [Public Works, Waste & Renewables] Project Manager, and, where required by ordinances, approval by Dane County Board of Supervisors. If materials or equipment were delivered, constructed, erected, installed or tested on site, payment shall be made based on ninety-five percent (95%) of value of all the Work performed up to fifty percent (50%) of scheduled values less total of previous payments. Authorized extra work will be included in progress payments. Payment of balances will be made only after approval and final acceptance by County in consideration and elimination of possibilities of imperfect work, faulty materials or equipment, liens that have been filed, or if evidence indicates possible filing of claims.
- D. **Contract Alterations.** No alterations or variables in terms of contract shall be valid or binding upon County unless made in writing and signed by Purchasing Agent or authorized agent.
- E. **Assignments.** No contract may be assigned, sublet or transferred without written consent of Public Works Project Manager.
- F. **Cancellations.** Contract may be canceled or voided by Public Works Project Manager upon non-performance or violation of contract provisions, and award made to next low bidder or articles specified may be purchased on open market. In either event, defaulting contractor (or their surety) shall be liable to Dane County for costs to County in excess of defaulting contractor's contract prices.
- G. **Right of Department to Terminate Contract.**
1. In event that Contractor or any subcontractors violate any provisions of this Contract, County may serve written notice upon Contractor and Surety of its intention to terminate Contract. Such notice to contain reasons for such intention to terminate Contract, and unless within ten (10) business days after serving of such notice upon Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, Contract shall, upon expiration of said ten (10) business days, cease and terminate.
 2. In event of any such termination, County shall immediately serve notice thereof upon Surety and Contractor, and Surety shall have right to take over and perform Contract subject to County's approval. However, if Surety does not commence performance thereof within ten (10) business days from date of mailing to such Surety of notice of termination, County may take over the Work and prosecute same to completion by Contract or by force account for account and at expense of Contractor. Contractor and Surety shall be liable to County for any excess cost occasioned County thereby, and in such event County may take possession of and utilize in completing the Work, such equipment, materials and / or supplies as may be on site of the Work and therefore necessary.
- H. **Non-Liability.** Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is result of fire, flood, strike, transporting carrier, act of God, act of government, act of alien enemy or by any other circumstances which, in [Public Works, Waste & Renewables] Project Manager's opinion, is beyond control of Contractor. Under such circumstances, however, [Public Works, Waste & Renewables] Project Manager may in discretion, cancel Contract.

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

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

K. **Changes in the Work.**

1. Except in cases of emergency, no changes in the Work covered by approved Construction Documents shall be made without having prior written approval of Department. Charges or credits for work covered by approved change shall be determined by one of these methods:

- a) Unit bid prices previously approved.
- b) Agreed lump sum based on actual cost of:
 - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
 - 2) Materials entering permanently into the Work;
 - 3) Ownership or rental cost of construction plant and equipment during time of use on extra work;
 - 4) Power and consumable supplies for operation of construction or power equipment;
 - 5) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
 - 6) Social Security, pension and unemployment contributions;
 - 7) To cost under K.1.b), there shall be added fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of actual cost of the Work performed with their own labor force; fee shall be compensation to cover cost of supervision, overhead, bond, profit and any other general expense;
 - 8) On that portion of work under K.1.b) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense; and
 - 9) Contractor shall keep and present in such form as directed, correct amount of cost together with such supporting vouchers as may be required by Department.
- c) Cost-Plus Work, with not-to-exceed dollar limit, based on actual cost of:
 - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
 - 2) Materials entering permanently into the Work;
 - 3) Ownership or rental cost of construction plant and equipment during time of use on extra work. (Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment);
 - 4) Power and consumable supplies for operation of construction or power equipment;
 - 5) Workmen's Compensation, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
 - 6) Social Security, pension and unemployment contributions;
 - 7) To cost under K.1.c) there shall be added fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of actual cost of the Work performed with their own labor force; fee shall be compensation to cover cost of supervision, overhead, bond, profit, and any other general expense;

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

L. Payments to Contractor.

1. County will make partial payments to Contractor for value, proportionate to amount of Contract, of all labor and material incorporated in the Work during preceding calendar month upon receipt of approved Application and Certificate of Payment from Consultant and approval of Department.
2. Contractor shall submit to Consultant Application and Certificate of Payment, Consultant will review and approve this before sending it to Public Works Project Manager. Evidence may be required, and supplied on demand, that supports request and Contractor's right to payment claimed.
3. Request for payment for preparatory work and materials delivered and suitably stored at site to be incorporated into the Work at some future period, will be given due consideration. Requests involving materials stored off site, may be rejected; however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered conditional upon submission by Contractor of bills of sale and such other procedures as will adequately protect County's interest such as storage in bonded warehouse with adequate coverage. If there is any error in payment, Contractor is obligated to notify Department immediately, but no longer than ten (10) business days from receipt of payment.
4. Payments by County will be due within forty-five (45) business days after receipt by Department of certified request.
5. Five percent (5%) of each request for certification will be retained until final completion and acceptance of all the Work covered by Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at site, remaining payments will be made in full if Consultant and Public Works Project Manager find that progress of the Work corresponds with construction progress schedule. If Consultant and Public Works Project Manager find that progress of the Work does not correspond with construction progress schedule, up to ten percent (10%) of each request for payment may be retained for the Work completed.

6. All material and work covered by partial payments made shall become sole property of County. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work, or as waiver of right of County to require fulfillment of all of terms of Contract.
7. Final payment will be made within sixty (60) calendar days after final completion of the Work, and will constitute acceptance thereof.
8. On completion and acceptance of each separate division of Contract, on which stated price is separated in Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
9. Every contractor engaged in performance of any contract for Department of Public Works shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit(s) as required to prove that all debts and claims against this Work are paid in full or otherwise satisfied, and give final evidence of release of all liens against the Work and County.

M. Withholding of Payments.

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

N. Acceptance of Final Payment as Release.

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

- O. **Lien Waivers.** Contractor warrants that title to all work covered by application for Payment will pass to County no later than time of payment. Contractor further warrants that upon submittal of Application for Payment all work for which Certificates for Payment have been previously issued and payments received from County shall, to best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor, subcontractor, material suppliers, or other persons or entities making claim by reason of having provide labor, materials and equipment related to the Work.
- P. **Use and Occupancy Prior to Acceptance.** Contractor agrees to use and occupancy of portion or unit of project before formal acceptance by Department, provided Department:
1. Secures written consent of Contractor; except when in opinion of Department's Public Works Project Manager, Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other Contract requirements;
 2. Secures endorsement from insurance carrier and consent of Surety permitting occupancy of building or use of project during remaining period of construction, or, secures consent of Surety;
 3. Assumes all costs and maintenance of heat, electricity and water; and
 4. Accepts all work completed within that portion or unit of project to be occupied, at time of occupancy.
- Q. **Correction of Work.**
1. All work, all materials whether incorporated in the Work or not, and all processes of manufacture shall at all times and places be subject to inspection of Consultant and Public Works Project Manager who shall be judge of quality and suitability of work, materials, and processes of manufacture for purposes for which they are used. Should they fail to meet Consultant's and Public Works Project Manager's approval they shall be reconstructed, made good, replaced or corrected, as case may be, by Contractor at Contractor's expense. Rejected material shall immediately be removed from site.
 2. If Contractor defaults or neglects to carry out the Work in accordance with Construction Documents or fails to perform any provision of Contract, Department may, after ten (10) business days written notice to Contractor and without prejudice to any other remedy County may have, make good such deficiencies. In such case, appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor cost of correcting such deficiencies, including cost of [Architect / Engineer's, Engineer's, Consultant's] additional services made necessary by such default, neglect or failure.

6. GENERAL GUARANTEE

- A. Neither final certificate of payment nor any provision in Construction Documents nor partial or entire occupancy of premises by County shall constitute acceptance of work not done in accordance with Construction Documents or relieve Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.
1. In no event shall making of any payment required by Contract constitute or be construed as waiver by County of any breach of covenants of Contract or waiver of any default of Contractor and making of any such payment by County while any such default or breach shall exist shall in no way impair or prejudice right of County with respect to recovery of damages or other remedy as result of such breach or default.
- B. Contractor shall remedy and make good all defective workmanship and materials and pay for any damage to other work resulting therefrom, which appear within period of one year from

date of substantial completion, providing such defects are not clearly due to abuse or misuse by County. Department will give notice of observed defects with reasonable promptness.

- C. Guarantee on work executed after certified date of substantial completion will begin on date when such work is inspected and approved by Consultant and Public Works Project Manager.
- D. Where guarantees or warranties are required in sections of Construction Documents for periods in excess of one year, such longer terms shall apply; however, Contractor's Performance / Payment Bond shall not apply to any guarantee or warranty period in excess of one year.

7. IDENTICAL BIDDING

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

8. BINDING CONTRACTS

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

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

- A. **Affirmative Action Provisions.** During term of its Contract, Contractor agrees not to discriminate on basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee, or applicant for employment. Such equal opportunity shall include, but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, available to all employees, service recipients and applicants for this paragraph. Listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to extent allowable in state or federal law.
- B. Contractor is subject to this paragraph only if Contractor has twenty (20) or more employees and receives \$20,000.00 or more in annual aggregate contracts with County. Contractor shall file Affirmative Action Plan with Dane County Contract Compliance Specialist in accord with Chapter 19 of Dane County Code of Ordinances. Contractor must file such plan within fifteen (15) business days of effective date of this Contract and failure to do so by that date shall constitute grounds for immediate termination of Contract. During term of this Contract, Contractor shall also provide copies of all announcements of employment opportunities to County's Office of Equity & Inclusion, and shall report annually number of persons, by race, sex and handicap status, which apply for employment, and, similarly classified, number hired and number rejected.
- C. Contact Dane County Contract Compliance Specialist at Dane County Office of Equity & Inclusion, 210 Martin Luther King, Jr. Blvd., Room 356, Madison, WI 53703, 608/266-4192.

- D. In all solicitations for employment placed on Contractor's behalf during term of this Contract, Contractor shall include statement to effect that Contractor is "Equal Opportunity Employer."
- E. Contractor agrees to furnish all information and reports required by County's Contract Compliance Specialist as same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and provision of this Contract.
- F. **Minority / Women / Disadvantaged / Emerging Small Business Enterprises.** Chapter 19.508 of Dane County Code of Ordinances is official policy of Dane County to utilize Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Disadvantaged Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs) fully.

10. COMPLIANCE WITH FAIR LABOR STANDARDS

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

11. DOMESTIC PARTNERSHIP BENEFITS

- A. Not Used.

12. INSURANCE REQUIREMENTS

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

Contractor or any subcontractor under worker's compensation acts, disability benefits or other employee benefit acts.

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

to full completed value of covered structure or replacement value of alterations or additions. Any deductible shall not exceed \$25,000 for each loss. Policy shall include occupancy clause and list Dane County as loss payee.

END OF SECTION

SECTION 00 73 00

BEST VALUE CONTRACTING

1. CONTRACTORS / LICENSURE APPLICANTS

The Dane County Department of Public Works requires contractors & subcontractors to be a Best Value Contractor (BVC) before being hired. Contractor & subcontractor application documents should be turned in immediately. Contractor approval or exemption must be complete prior to Bid Due Date / Time. All subcontractors must also be approved or prove their exemption ten (10) business or more days before performing any work under a County contract. This document shall be completed, properly executed, along with the necessary attachments and additional information that the County requires for the protection and welfare of the public in the performance of a County contract.

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

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

Fill out the BVC Application at the Public Works Engineering Division web site (publicworks.countyofdane.com/bvc). This document is only provided in the RFB for reference. The following page shows what the questions are on the application.

2. EXEMPTIONS TO QUALIFICATION

Contractors performing work that does not apply to an apprenticeable trade, as outlined in Item 4. Apprenticeable Trades, is the only reason for claiming an exemption if not an active Wisconsin Trades Trainer. See Question 18A.

3. APPLICATION QUESTIONS

NO.	PROOF OF RESPONSIBILITY	CHECK IF APPLICABLE
1	Does your firm acknowledge that in doing work under any County Public Works Contract, it will be required to use as subcontractors only those contractors that are also qualified with the County or become so ten (10) or more days before beginning any work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2	Does your firm possess all technical qualifications and resources, including equipment, personnel and financial resources, necessary to perform the work required for any project or obtain the same through the use of responsible, qualified subcontractors?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3	Will your firm possess all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, which are necessary for the type of work to be performed including, but not limited to, those for any type of trade work or specialty work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

4	Will your firm meet all bonding requirements as required by applicable law or contract specifications?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
5	Will your firm meet all insurance requirements as required by applicable law or specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
6	Will your firm maintain a substance abuse policy for employees hired for public works contracts that comply with Wis. Stats. Sec. 103.503?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
7	Will your employees who will perform work on a Public Works project all be covered under a current workers compensation policy and be properly classified under such policy?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
8	Will your employees who will perform work on a Public Works project have the opportunity to enroll in minimum essential coverage and not be subject to an enrollment period of more than 60 days per the federal Affordable Care Act, Sec. 1513?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
9	Will your firm fully abide by the equal opportunity and affirmative action requirements of all applicable laws, including County ordinances?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
10	Has your firm been the subject of any order or judgement from any State or Federal Agency or court concerning employment practice, including but not limited to: classification of employees under state unemployment or workers compensation laws; minimum wage, overtime pay, recordkeeping, and child labor standards imposed by federal or state law; and employment discrimination or unfair labor practices prohibited by federal or state law. (Attach copies of any order or judgement)	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
11	Is your firm authorized or registered to transact business in the state by the Department of Financial Institutions in compliance with Wis. Stat. Chaps. 178, 179, 180, 181, or 183?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
12	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.
13	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.
14	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.
15	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.
16	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.
17	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.
18	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"/> If Yes, attach details.

18A	Is your firm claiming an exemption to qualification?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
19	Contractor has been in business less than one year?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

4. APPRENTICEABLE TRADES:

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

END OF SECTION

SECTION 00 73 11

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

For reference, Dane County Ordinance 25.09 is as follows:

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

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

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

END OF SECTION

SECTION 01 00 00

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

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

40. As-Built and Record Drawings and Specifications

1.2 SUMMARY OF THE WORK

- A. See Specification Section 01 11 00 - Summary of Work

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by Contractors or Subcontractors and access by Owner.
- B. Contractor shall coordinate site activities and disruptions to building access with Facilities Management Building Supervisor.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit Applications for Payment to Public Works Project Manager for approval & processing for payment.
- B. Electronic submission of Payment Application is acceptable.

1.5 CHANGE PROCEDURES

- A. See Conditions of Contract for “Changes in the Work”

1.6 ALTERNATES

- A. See Specification Section 01 11 00 – Summary of Work for description of Alternate Bids.

1.7 LUMP SUM ALLOWANCES FOR WORK

- A. Not Used

1.8 COORDINATION

- A. Contractor shall provide Public Works Project Manager with work plan that ensures the Work’s completion within required time & schedule.

1.9 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching new work; restore work with new Products.
- B. Refinish surfaces to match adjacent finishes.

1.10 CONFERENCES

- A. Owner will schedule preconstruction conference after Award of Contract for all affected parties.

1. Contractor shall be prepared to present sequence and duration of activities and coordinate disruptions with Facilities Management Building Supervisor.

1.11 PROGRESS MEETINGS

- A. Progress Meetings are not anticipated for this project.

1.12 JOB SITE ADMINISTRATION

- A. Contractor shall provide on site supervision while Work is being performed.
- B. Contractor is responsible for the safety and security of the site for the entire duration of the project.

1.13 SUBMITTAL PROCEDURES

- A. Submit product data to Public Works Project Manager and Consultant for review.

1.14 PROPOSED PRODUCTS LIST

- A. Not required for this project.

1.15 SHOP DRAWINGS

- A. Submit number of copies that Contractor & Architect / Engineer require, plus one (1) copy that shall be retained by Public Works Project Manager.

1.16 PRODUCT DATA

- A. Submit number of copies that Contractor requires, plus one (1) copy that shall be retained by Public Works Project Manager.

1.17 SAMPLES

- A. Not required for this project.

1.18 MANUFACTURERS' INSTRUCTIONS

- A. Not required for this project.

1.19 MANUFACTURERS' CERTIFICATES

- A. Not required for this project.

1.20 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce work of specified quality.

- B. Comply fully with manufacturers' instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.21 REFERENCES

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

1.22 INTERIOR ENCLOSURES

- A. Not used for this project.

1.23 PROTECTION OF INSTALLED WORK

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

1.24 PARKING

- A. Parking availability is subject to the use of the premises by the Public and shall be coordinated with Facilities Management Building Supervisor.

1.25 STAGING AREAS

- A. Coordinate staging areas with Public Works Project Manager and Facilities Management Building Supervisor prior to starting the Work.
- B. On-site space for use as staging areas and storage of materials is limited and shall be restricted to minimize disruption to building access and activities. Each Contractor shall be responsible for safety of equipment and materials that are stored on site.

1.26 OCCUPANCY DURING CONSTRUCTION AND CONDUCT OF WORK

- A. All construction material and salvage material shall be removed from facility or secured at day's end.
- B. Contractors are asked to not work at facility if they are ill with something contagious.
- C. Smoking is prohibited on Dane County property.
- D. Owner reserves right at any time to dismiss from premises any Contractor or construction personnel that do not uphold requirements of this Section.

- E. Owner shall not be held liable for any lost time, wages, or impacts to construction schedule by any Contractor or construction personnel dismissed for failure to uphold requirements of this Section.
- F. Areas of existing facility may be occupied during period when the Work is in progress. Work may be done during normal business hours (7:00 am to 7:00 pm), but confer with Owner, schedule work and store materials so as to interfere as little as possible with normal use of premises. Work performed on Saturday shall be by permission of Owner. Notify Owner when coring or similar noise making work is to be done and obtain Owner's written approval of schedule. If schedule is not convenient for Owner, reschedule and resubmit new times for Owner approval.
- G. Work shall be done and temporary facilities furnished so as not to interfere with access to any occupied area and so as to cause least possible interference with normal operation of facility or any essential service thereof.
- H. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.
- I. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this Contract is to be performed.
- J. Each Contractor shall arrange with Owner to make necessary alterations, do new work, make connections to all utilities, etc., and at such times as will not cause interruption of utility services to facility. Contractor doing this work shall protect, cap, cut off and / or replace and relocate existing pipes, electrical work and other active utilities encountered which may interfere with new construction work.
- K. New work in extension of existing work shall correspond in all respects with that to which it connects or similar existing work unless otherwise indicated or specified.
 - 1. Existing work shall be cut, altered, removed or replaced as necessary for performance of Contract obligations.
 - 2. Work remaining in place, damaged or defaced by reason of work done under this Contract shall be restored equal to its condition at time of Award of Contract.
 - 3. If removal of work exposes discolored or unfinished surfaces or work out of alignment, such surfaces shall be refinished or materials replaced as necessary to make continuous work uniform and harmonious.
- L. Contractor is responsible for providing & maintaining temporary toilet facilities.
- M. Contractor & subcontractors shall follow all current *Public Health - Madison & Dane County* procedures & recommendations (see publichealthmdc.com/documents/office_space_checklist.pdf and publichealthmdc.com/coronavirus/forward-dane/current-order). Dane County reserves right to mandate safe physical distancing & use of facemasks by all personnel while inside any County facility or on any County grounds.

1.27 PROTECTION

- A. Contractor shall protect from damage / injury all trees, shrubs, hedges, plantings, grass, mechanical, electrical & plumbing equipment, walks and driveways and pay for any damage to same resulting from insufficient or improper protection.
- B. Contractor shall provide and maintain barricades & signage to prohibit public access to construction site.
- C. Contractor shall provide and maintain guard lights at all barricades, railings, obstructions in streets, roads or sidewalks and at all trenches adjacent to public walks or roads.

1.28 PROGRESS CLEANING

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

1.29 PRODUCTS

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

1.30 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.31 PRODUCT OPTIONS

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

1.32 SUBSTITUTIONS

- A. Public Works Project Manager shall consider requests for Substitutions only within fifteen (15) calendar days after date of Public Works Construction Contract.
- B. Public Works Project Manager shall consider requests for Substitutions only up to seven (7) business days prior to date of Bid Due Date.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Construction Documents.
- D. Limit each request to one (1) proposed Substitution for Public Works Project Manager's consideration.
- E. Substitutions shall not change contract price established at Bid Due Date.

1.33 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.

1.34 DEMONSTRATION AND INSTRUCTIONS

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

1.35 CONTRACT CLOSEOUT PROCEDURES

- A. Notify Public Works Project Manager and Consultant that Work is complete and arrange for an on-site inspection of final product.
- B. Submit final Application for Payment identifying total adjusted Contract Sum / Price, previous payments, and amount remaining due.

1.36 FINAL CLEANING

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

1.37 ADJUSTING

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

1.38 OPERATION AND MAINTENANCE MANUAL

- A. Not required for this project.

1.39 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Not required for this project.

1.40 AS-BUILT AND RECORD DRAWINGS AND SPECIFICATIONS

- A. Contractor shall provide any documentation or daily logs as record to Public Works Project Manager indicating conditions encountered while performing Work and record of Work performed.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SUMMARY OF WORK

PART 1 - GENERAL

1.01 PROJECT OVERVIEW

- A. The Work consists of ADA ramp repair at Dane County Job Center in Madison, WI for Dane County.
- B. The Base Bid hardscape repairs will include:
 - 1. South Ramp
 - a. Remove and replace concrete at railing post pockets, **Work Area M1.**
 - b. Remove and replace concrete wall, **Work Area M2.**
 - c. Remove and replace concrete sidewalk, **Work Area M3.**
 - d. Remove and replace all joint sealant.
- C. The Work may also include the following Alternate Additional Items:
 - 1. **Alternate Addition #1**
 - a. East Ramp
 - 1) Remove and replace concrete at railing post pockets, **Work Area M1.**
 - 2) Remove and replace concrete wall, **Work Area M2.**
 - 3) Install new railing post bracket, **Work Area M4.**
 - 4) Remove and replace all joint sealant
- D. The contractor is responsible for all utility locates including private utility locates. The contractor is responsible for all costs for private utility locates. The contractor is responsible for any damaged underground apparatuses.
- E. The Work also includes related sheet metal, sealant and carpentry work.
- F. The contractor shall clean site to pre-construction condition prior to leaving.
- G. The Owner will not be responsible for any work associated with this project.

PART 2 - PRODUCTS

2.01 SYSTEM COMPONENTS

- A. 4,000 PSI Concrete
- B. Epoxy coated wire mesh
- C. Epoxy coated rebar
- D. DOW P Primer
- E. Closed cell backer rod
- F. DOW 888 toolable silicone sealant
- G. DOW 756 silicone sealant
- H. Steel post bracket

2.02 COMPONENTS SUPPLIED BY OWNER

- A. None.

PART 3 - EXECUTION

3.01 WORK PERFORMED BY CONTRACTOR

- A. South Ramp
1. Remove and replace concrete at railing post pockets, **Work Area M1.**
 - a. Saw cut and remove concrete to dimensions shown on plans, minimum depth 9".
 - b. Expose existing rebar a minimum of 4" and apply rust inhibitive paint.
 - c. Tie new epoxy coated rebar to existing rebar
 - d. Frame and pour 4,000 PSI concrete
 - e. Seal the new and existing concrete interface with silicone sealant
 - 1) Prepare joint
 - 2) Prime joint with DOW P Primer
 - 3) Tool into place DOW 756 silicone sealant
 2. Remove and replace concrete wall, **Work Area M2.**
 - a. Saw cut and remove concrete to dimensions shown on plans, minimum depth 9".
 - b. Expose existing rebar a minimum of 4" and apply rust inhibitive paint.
 - c. Tie new epoxy coated rebar to existing rebar
 - d. Frame and pour 4,000 PSI concrete
 - e. Seal the new and existing concrete interface with silicone sealant
 - 1) Prepare joint
 - 2) Prime joint with DOW P Primer
 - 3) Tool into place DOW 756 silicone sealant
 3. Remove and replace concrete sidewalk, **Work Area M3**
 - a. Saw cut and remove sidewalk
 - b. Dowel into existing sidewalk with two (2) #4 epoxy coated rebar.
 - c. Install 4,000 PSI concrete sidewalk per details.
 4. Remove and replace all joint sealant
 - a. Remove all existing sealant including at previously sealed cracks and at railing posts.
 - b. Clean and prepare the joint.
 - c. Prime the joint with DOW P primer
 - d. Install closed cell backer rod
 - e. Tool into place DOW 888 silicone sealant
 - f. Install sealant at all railing posts per details.
- B. **Alternate Addition #1 – East Ramp**
1. Remove and replace concrete at railing post pockets, **Work Area M1.**
 - a. Saw cut and remove concrete to dimensions shown on plans, minimum depth 9".
 - b. Expose existing rebar a minimum of 4" and apply rust inhibitive paint.
 - c. Tie new epoxy coated rebar to existing rebar
 - d. Frame and pour 4,000 PSI concrete
 - e. Seal the new and existing concrete interface with silicone sealant
 - f. Prepare joint
 - 1) Prime joint with DOW P Primer
 - 2) Tool into place DOW 756 silicone sealant
 2. Remove and replace concrete wall, **Work Area M2.**
 - a. Saw cut and remove concrete to dimensions shown on plans.
 - b. Expose existing rebar a minimum of 4" and apply rust inhibitive paint.
 - c. Tie new epoxy coated rebar to existing rebar
 - d. Frame and pour 4,000 PSI concrete
 - e. Seal the new and existing concrete interface with silicone sealant
 - 1) Prepare joint

- 2) Prime joint with DOW P Primer
- 3) Tool into place DOW 756 silicone sealant
3. Install new railing post bracket, **Work Area M4**
 - a. Saw cut and remove bottom deteriorated post.
 - b. Prepare, prime and paint post a minimum 4" from the cut
 - c. Install new post bracket plate.
 - d. Weld post to new post bracket.
 - e. Prepare, prime, and paint bracket.
4. Remove and replace all joint sealant
 - a. Remove all existing sealant including at previously sealed cracks and at railing posts.
 - b. Clean and prepare the joint.
 - c. Prime the joint with DOW P primer
 - d. Install closed cell backer rod
 - e. Tool into place DOW 888 silicone sealant
 - f. Install sealant at all railing posts per details

3.02 INCLUSIONS

- A. The Contractor shall include, in his bid, any and all costs incurred in complying with the intent of the Construction Drawings.

END OF SECTION

01 40 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section provides requirements for the standards of quality for materials and workmanship for this project.

1.02 GENERAL----

- A. The Contractor shall maintain quality control over his employees, suppliers, manufacturer's products, services and site conditions to produce work of specified quality.

1.03 WORKMANSHIP

- A. Comply with recognized industry standards, except where specifications indicate more rigid standards or more precise workmanship.
- B. Perform the Work with personnel qualified to produce workmanship of specified quality.

1.04 APPLICATION QUALITY CONTROL

- A. The Contractor shall be experienced in all aspects of the type of work being performed.
- B. The Contractor shall, at all times, have a complete set of Project Documents, including specifications, drawings, SDS sheets and approved submittals for his use and reference, on the project site. The site superintendent shall produce these Project Documents upon request of either the Owner or the Consultant. Failure to do so will result in a violation of Item 1.07 of this Section.

1.05 TESTING SERVICES

- A. During the course of the Work, the Consultant may secure samples of materials being used and/or samples of the work in place at the project site. The samples will be submitted to an Independent Testing Laboratory for comparison with the specifications.
- B. Should it be determined by the Consultant that the materials and/or application rates being utilized do not meet the specification requirements; the Contractor shall pay for the services of the Independent Testing Laboratory to perform reviews, tests, and other services, including costs incurred by the Consultant.
 - 1. If test results prove that the material and/or work in place is not in compliance with the specifications, the Contractor shall be charged for all testing and other services, including costs incurred by the Consultant.
 - a. If the Work has been completed when test results are received, the Owner may charge the Contractor a penalty of up to twenty percent (20%) of the Contract price or require the Contractor to remove and replace the Work.

- b. If only a portion of the Work has been completed when test results are received, the Owner may charge the Contractor a penalty in proportion to the amount completed or require the Contractor to remove and replace the Work. All remaining work shall be completed in accordance with the specifications.
- C. Testing services shall be performed in accordance with the requirements of governing authorities, industry and specified standards.
- D. Reports shall be submitted to the Owner, in duplicate, giving observations and results of the tests, indicating compliance or non-compliance with specified standards and the Project Documents.

1.06 MANUFACTURER'S FIELD SERVICES

- A. Product Manufacturer(s) shall make available, upon request, qualified personnel to observe field conditions, conditions of surfaces and installation and quality of workmanship.
- B. The product manufacturer shall make qualified personnel available to make necessary recommendations during the course of the project, and to perform a final review of the Work, if requested.
- C. The manufacturer's representative shall submit a copy of his written report to the Consultant, listing observations and recommendations.

1.07 CONSTRUCTION OBSERVATION

- A. Construction observation shall be conducted by the Consultant on a periodic basis, as determined by agreement with the Owner. If the Contractor is cited for non-compliance with the specifications during the course of a site visit, all parties shall be notified with a copy of the observation report.
- B. In the event that the Contractor is cited for the same non-compliance item twice, or any three items total, the Owner may employ the Consultant to provide more frequent observation or full-time observation, to ensure compliance with the Project Documents. The cost of these additional visits may be deducted, in whole or in part, from the Contractor's final contract amount.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 PART 3 - EXECUTION

- A. Not Used.

END OF SECTION

SITE CONDITIONS AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section provides requirements for the Contractor's operations at the project site, including use of existing facilities and utilities, delivery and storage of materials and equipment and controls affecting work operations.

1.02 SECURITY AND ACCESS

- A. Security: follow the Owner's procedures and requirements, as established during the pre-construction conference.
- B. Maintenance of access and operations:
 - 1. During the performance of the Work, the Owner shall continue to perform his normal operations in the building. The Contractor shall maintain access to Owner-occupied areas at all times.
 - 2. Schedule demolition and work with the Owner in such a manner as to allow his normal operations to continue without interruption.
- C. Maintenance of existing services:
 - 1. The Contractor shall, during the performance of the Work, not adversely affect the temperature and humidity of the building interior; dust and debris shall be controlled to prevent interference with normal operations.
 - 2. Notify the Owner a minimum of three (3) days prior to each required interruption of mechanical or electrical services in building. Such interruptions shall occur only when, and for the length of time, approved by the Owner.
- D. Building access:
 - 1. Access to the building's interior shall be restricted to investigating leaks and performing portions of the Work which requires such interior access. The Contractor shall not have access to the building's interior during non-business hours unless previously arranged with the Owner.
 - 2. All access to the project site shall be by way of exterior means provided by the Contractor.
 - 3. Restrict construction traffic over adjacent areas as designated by the Owner during the pre-construction conference.

1.03 MATERIAL STORAGE AND HANDLING

- A. Store materials on-site where specified in Section 01 60 00 - "Materials and Equipment." Do not use any portion of the building interior for storage, unless specifically approved by the Owner.
- B. Stored materials shall be available for review by the Owner or Consultant at all times.
- C. Handle all materials properly and in original cartons or containers to prevent damage. Provide for all necessary rigging of materials and equipment supplied to the project site.

1.04 SANITARY FACILITIES

- A. The Contractor shall provide adequate, temporary chemical toilets for use by his employees. The toilets shall be in place at the project site when the Work is commenced.

- B. Upon completion of the Work, remove these facilities and all traces thereof.

1.05 TEMPORARY WATER

- A. The Contractor shall make arrangements with the Owner for water as required during the performance of the Work.
- B. The Owner shall be responsible for the cost of the water supply.
- C. The Contractor shall be responsible for providing hoses necessary for conveyance.

1.06 TEMPORARY ELECTRICAL POWER

- A. The Contractor shall make arrangements for electrical service, as necessary for completion of the Work, as established during the pre-construction conference.
- B. In the event that the Owner agrees to provide access to electrical service, he shall pay all energy charges for power and/or lighting used by the Contractor.

1.07 ENVIRONMENTAL CONDITIONS

- A. Do not work in rain or snow, or in the presence of visible precipitation.
- B. Do not install materials marked "Keep from Freezing" when daily temperatures are predicted to fall below 40°F.
- C. Do not perform masonry work unless the temperature is above 35°F and rising. Make provisions to protect masonry work from freezing for a period of forty-eight (48) hours after completion. Remove any masonry work that has been exposed to freezing within forty-eight (48) hours of completion.

1.08 DEBRIS REMOVAL

- A. Remove debris promptly from work areas each day. Do not allow piled debris to accumulate.
- B. All removed material, unless specifically noted for retention by the Owner, becomes the property of the Contractor.
- C. Do not allow debris to enter drains, storm sewers, catch basins, etc.
- D. Provide at site, prior to commencing removal of debris, a dumpster or dump truck to be located adjacent to the building where directed by the Owner.
- E. Protect the building surfaces at set-up and debris removal areas. Take all precautions necessary to prevent the scattering of debris during operations.
- F. Remove dumpster or dump truck from the premises when full and dispose of at an approved dumping or refuse area.
- G. Upon job completion, dumpster or dump truck and set-up area protection shall be removed from premises. All spilled or scattered debris shall be cleaned up immediately.

1.09 PARKING FACILITIES

- A. The Owner shall provide vehicle parking assignments and/or restrictions for the Contractor to the extent established during the pre-construction conference.

1.10 CLEANING

- A. The Contractor shall remove all spillage, overspray, or collections of dust or debris, and repair any damage inflicted on Owner-occupied spaces during the course of the Work.
- B. As soon as work on an area is complete, clean up all surfaces, remove equipment, materials and debris, and restore to a condition suitable for use by the Owner as quickly as possible.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION

01 60 00

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes general requirements for delivery, storage and handling of products to be used in the Work.

1.02 GENERAL

- A. Materials to be incorporated into the Work:
 - 1. Shall conform to applicable specifications and standards.
 - 2. Shall comply with the size, make, type and quality specified or shall be substitute products as specifically approved, in writing, by the Consultant.
 - 3. Fabricated products:
 - a. Fabricate and assemble in accordance with recognized industry standards.
 - b. Shall conform to the dimensions and configuration shown or specified or in accordance with approved shop drawing submittals.
- B. Materials shall not be used for purposes other than those for which they are designed, unless otherwise specified.

1.03 REUSE OF EXISTING MATERIALS

- A. Except as specifically indicated in the Construction Drawings or in Section 01 11 00 - "Summary of Work," materials and equipment removed from the existing construction shall not be utilized in the completed Work.
- B. Where materials and equipment are specifically indicated to be reused in the Work:
 - 1. Use special care in removal, handling, storage and reinstallation, to assure adequate and proper function in the completed Work.
 - 2. The Contractor shall be responsible for transportation, storage and handling of products which require off-site storage, restoration or renovation.

1.04 MANUFACTURER'S INSTRUCTIONS

- A. Where Project Documents require that the installation of work shall comply with the manufacturer's printed instructions, obtain and distribute copies of those instructions to all parties involved in the installation, including two copies to the Consultant.
 - 1. Maintain one set of complete instructions at the project site until completion of the work.
 - 2. Include copies of the printed instructions with the appropriate Product Data submittal.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions, and in conformity with specified requirements.
 - 1. Should existing conditions or specified requirements conflict, in any way, with the manufacturer's instructions, request clarification from the Consultant. Failure to notify the Consultant shall be grounds for rejection of the completed work.
 - 2. Do not proceed with work without clear instructions.

1.05 TRANSPORTATION AND HANDLING

- A. Arrange for delivery of materials in accordance with construction schedules; coordinate to avoid conflict with sequencing of the Work and conditions at the project site.
 - 1. When being transported to the project site by the Contractor, cover and protect materials in transit against entrance of dirt and/or weather damage.
 - 2. Deliver materials in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 3. Immediately upon delivery, inspect shipments to assure compliance with requirements of the Project Documents and approved submittals, and to assure that materials are properly protected and undamaged.
- B. Handle all materials properly and in original cartons or containers to prevent damage.
- C. Provide equipment and personnel to handle materials using methods necessary to prevent soiling or damage to products or packaging.

1.06 STORAGE OF MATERIALS

- A. Stored materials shall be available for review by the Owner or Consultant at all times.
- B. Store rolled goods on ends only. Discard rolls which have been flattened, creased, or otherwise damaged.
- C. Do not use any portion of the building interior for storage.
- D. Stack insulation and roll goods on pallets; neatly stack wood on dunnage. Do not stack pallets.
- E. Completely cover the top and sides of materials with tarpaulin. Secure tarpaulin to prevent blow-off.
- F. Materials which, in the judgment of the Consultant, have been damaged, contaminated or improperly stored shall be immediately removed from the project site and replaced with new materials.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION

CONTRACT CLOSE-OUT AND WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes requirements for specific administrative procedures, close-out submittals, warranties and other forms to be used at the final completion of the Work.

1.02 CLOSE-OUT PROCEDURES

- A. When the Contractor considers the Work complete, he shall submit **Written Notice** to the Consultant that:
 - 1. He has reviewed the Project Documents and inspected the project for compliance with them;
 - 2. He certifies that the Work has been completed in accordance with the Project Documents; and
 - 3. He certifies that the project is complete, to his satisfaction, and is ready for the Final Review.
- B. The Consultant will perform the Final Review after receipt of the Contractor's **Written Notice** of project completion.
 - 1. If the Consultant considers the Work to be complete and in accordance with the requirements of the Project Documents he shall notify the Contractor to produce the Contract Close-out submittals, as described below.
 - 2. If the Consultant considers the Work to be incomplete or not in accordance with the requirements of Project Documents:
 - a. He shall notify the Contractor, in writing, of the deficiencies.
 - b. The Contractor shall take immediate steps to remedy the identified deficiencies, and shall make the Work ready for re-review.
 - c. The Contractor shall submit a second **Written Notice** to the Consultant confirming that the identified deficiencies have been remedied.
 - d. The Consultant shall review the Work and, if complete, shall notify the Contractor to produce the Contract Close-out Submittals.
 - 3. Should the Consultant be required to perform a third review of the Work due to the failure of the Contractor to correct previously-identified deficiencies, the Owner may retain, from moneys due the Contractor, such amount as necessary to compensate the Consultant for additional visits.

1.03 FINAL CLEANING

- A. Perform project clean-up prior to the Final Review:
 - 1. Clean surfaces, gutters, downspouts and drainage system free from foreign matter and debris.
 - 2. Remove all grease, mastics, adhesives, bitumen or other foreign materials from sight-exposed exterior surfaces of the building.
 - 3. Repair, patch and touch up marred surfaces to match adjacent finishes.
 - 4. Remove all waste and surplus material, rubbish, and construction facilities from the project site.
 - 5. Repair the grounds and landscaping in accordance with Section 01 74 29 - "Grounds Repair."
 - 6. Prior leaving the project site, conduct a thorough review of the work surfaces and all sight-exposed exterior surfaces in work areas, to verify that the entire Work is clean.

1.04 CLOSE-OUT SUBMITTALS AND WARRANTIES

- A. Guarantees, Warranties and Bonds:
1. The Contractor shall, upon project completion provide the following original warranty documents to the Consultant for the delivery to the Owner:
 - a. After the Consultant's acceptance, the Contractor shall deliver to the Consultant each manufacturer warranty required by individual Sections of the Project Specifications, to be effective once complete payment has been received by both the Contractor and material suppliers.
 - b. Contractors two (2) year workmanship warranty for labor and materials.
 - c. Contractors five (5) year sealants warranty for labor and materials associated with the application of sealants.
- B. Certification:
1. Lien Waivers: The Contractor shall submit final Waivers of Lien including those from subcontractors, material suppliers, or any other parties that may have lien rights against the property of the Owner, including a list of those parties. All waivers of lien shall be verified and duly executed before submittal.
- C. Final Application for Payment:
1. The Contractor shall submit a final Application for Payment form showing the remaining amount due.

1.05 CONTRACT CLOSE-OUT PACKAGE

- A. The Contractor shall submit the Contract Close-out package to IRS Corporate Office in accordance with these requirements. The Consultant shall review the Contract Close-out Package for accuracy and completeness.
1. Contract Close-out Packages that are accurate, complete and in proper form shall be approved by Consultant and submitted to Owner on a timely basis.
 2. Contract Close-out Packages that are not accurate, complete and in proper form, Consultant shall notify Contractor of its rejection and cause the Package to be set aside for forty-five (45) days, after which time Consultant shall again review corrected Contract Close-out Package if received and if correct, shall approve final payment and submit them to the Owner on a timely basis.

IRS CORPORATE OFFICE

Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

c/o office@irsroof.com

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION

GROUNDS REPAIR

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section covers the removal, and replacement with like materials, of lawns, plantings, and pavement damaged by the Contractor during the performance of the Work.
- B. The cost of all repairs covered under this section shall be the sole responsibility of the Contractor. If the Contractor fails to make repairs to the Owner's satisfaction, the Owner reserves the right to retain, from moneys due the Contractor, such amount as necessary to repair the grounds to their previous condition.

1.02 REQUIREMENTS

- A. Verify, with the Owner, at the pre-construction meeting, as to whether re-seeding will be acceptable for repair of lawn areas; if not, areas shall be resodded.
- B. All plants and planting materials shall meet "Horticultural Standards" for number one grade nursery stock as adopted by the American Association of Nurserymen.
- C. All plants and planting materials shall meet or exceed applicable regulatory requirements and inspections for plant disease and insect control.

1.03 WORK SEQUENCING

- A. Do not proceed with permanent replacements until after the Contractor has cleaned and vacated the project site.
- B. Replacement plantings and/or sod:
 - 1. Place plantings and/or sod within forty-eight (48) hours of cutting; protect and maintain during transit and storage on the site to prevent dry-out.
 - 2. All plantings and/or sod remaining unplaced on the site longer than forty-eight (48) hours, as well as any yellowing or otherwise discolored plantings and/or sod shall be discarded.

1.04 WARRANTY

- A. The Contractor shall maintain and warrant all work performed under this section for a period of ninety (90) days from the date of its completion. The Contractor shall be responsible for the correction of unsatisfactory landscaping materials or workmanship and shall repair such defects promptly upon notice, at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 ACCEPTABLE LAWN REPAIR PRODUCTS

- A. Provide topsoil which is:
 - 1. Natural, friable, and characteristic of soil on the project site;
 - 2. Not extremely acidic nor alkaline, nor containing toxic substances;
 - 3. Free from subsoil, clay lumps, stones, roots, debris or other foreign objects;
 - 4. Contains 1/3, by volume, soil amendment – organic material, fortified with organic nitrogen.
- B. Provide fertilizer which is:

1. Commercially-balanced 11-8-4 composition.
 2. Free flowing to allow for mechanical spreading.
- C. Provide grass seed, if acceptable, which is:
1. Free from noxious weeds, and recleaned;
 2. Grade A recent crop seed;
 3. Treated with appropriate fungicide at time of mixing;
 4. In proportion, by weight:
 - a. Kentucky Bluegrass – 35%
 - b. Red Fescue – 20%
 - c. Hard Fescue – 20%
 - d. Improved Fine Perennial Ryegrass – 25%
 5. Covered with clean and weed-free straw mulch.
- D. Provide sod, if grass seed is not acceptable, which is:
1. Well established, containing dense root systems;
 2. Exhibiting vigorous, healthy root growth;
 3. Free of noxious weeds, objectionable grasses, grubs, diseases or injurious insects.

2.02 ACCEPTABLE PLANTING REPAIR PRODUCTS

- A. Provide trees and/or plants which are:
1. Of the same species and size of growth to match those being replaced;
 2. Well established, containing dense root systems;
 3. Exhibiting vigorous, healthy root growth;
 4. Free of grubs, diseases or injurious insects.
- B. Provide planting bed cover consisting of:
1. Ground mulch chips;
 2. Shredded bark.

2.03 VEHICLE & PEDESTRIAN PAVEMENTS

- A. Asphalt pavement:
1. Base course aggregate:
 - a. Crushed limestone (traffic-bond) or crushed concrete, containing no pieces over three-quarter (3/4) inch in greatest dimension, for base courses less than four (4) inches thick.
 - b. Crushed limestone, containing no pieces over one and one-half (1-1/2) inches in greatest dimension, for base courses over four (4) inches thick.
 2. Paving asphalt:
 - a. Shall comply with applicable sections of the State Highway Specifications for binder and surface-grade paving asphalt mixes.
 - b. Shall be hot, plant-mixed asphalt paving material; temperature shall be 290-320°F when leaving the plant and 280°F, minimum, at time of placement.
- B. Concrete pavement: Compressive strength shall achieve a minimum of 4000 psi in twenty-eight (28) days. Mix concrete materials in accordance with ASTM C94, to comply with the following:
1. Slump: three (3) inches, plus one (1) inch or minus one-half (1/2) inch.
 2. Air entrainment: Maximum five percent (5%) at time of placement.
 3. Maximum aggregate size: ¾ inch.
 4. Minimum cement content: 440 lbs./cu. Yd.
 5. Maximum fly ash content: 100 lbs./cu. Yd.
 6. Maximum water-to-cementitious material ratio (W/C): 0.55.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine the project site and verify satisfactory conditions for performance of the work.
- B. Notify the Owner and Consultant of pre-existing defects or conditions which may interfere with the requirements of this section. Absence of notice will constitute the Contractor's acceptance of the site.
- C. Verify existence and location of underground utilities, water and gas lines, fire sprinkler systems, pavement heating devices, and lawn sprinkling systems.

3.02 PREPARATION

- A. Provide protection of existing adjacent trees, plantings, lawns and pavement prior to commencing repairs.
- B. Lawn replacement areas:
 - 1. Fill ruts and depressions with topsoil. Work the soil to a depth of not less than three (3) inches with a rototiller.
 - 2. Remove stones, debris, and foreign objects larger than one (1) inch in diameter from the lawn repair area prior to seeding or sodding.
 - 3. Grade the repair area, thoroughly remove ridges and depressions, and make area a smooth, continuous, firm plane that ensures proper drainage.
- C. Planting replacement areas:
 - 1. Remove existing damaged trees, plants or ground cover. Remove large root systems, stones, debris, or foreign objects larger than one (1) inch in diameter from the area prior to installation of new plantings.
 - 2. Remove the topsoil, to a depth of not less than three (3) inches, from an area not less than three (3) times the width of the root ball of the new planting.
 - 3. Dig a hole in the center of the prepared area:
 - a. For a one (1) gallon plant container, twelve (12) inches wide and deep.
 - b. For a five (5) gallon plant container, twenty (20) inches wide and deep.
 - c. For a fifteen (15) gallon plant container, thirty (30) inches wide and deep.
 - d. For larger trees, 1-1/2 times the root ball diameter wide and deep.

3.03 LAWN REPLACEMENT – SEEDING

- A. When preparations are complete, seed the repair area:
 - 1. Sow the grass seed over the area with a mechanical seeder at the rate of five (5) pounds per thousand (1,000) square feet.
 - 2. Promptly after seeding, water until the soil is saturated to a depth of two (2) inches; apply water slowly to prevent erosion of the seed bed.
 - 3. Apply the specified fertilizer at the rate of twenty (20) pounds per thousand (1,000) square feet; rake lightly into the soil.
 - 4. Cover the repair area with chopped straw mulch approximately ½-inch thick.
 - 5. Make arrangements to keep the seed beds moist throughout the germination process.

3.04 LAWN REPLACEMENT – SODDING

- A. When preparations are complete, install sod:
 - 1. Fit sod pieces tightly together so that no joint is visible, with alternate courses staggered. Compact sod to eliminate all air pockets, provide a true and even surface, and ensure knitting without displacement of sod or deformation of the surface of sodded areas.
 - 2. Fill cracks between sod pieces with screened topsoil following compaction.
 - 3. Excess soil shall be worked into the grass surface.

4. Bury edges of sod pieces flush with adjacent soil.
5. After the sod has been placed, water with a fine spray until the soil is saturated to a depth of two (2) inches.
6. Make arrangements to keep the sod moist until it is rooted into place.

3.05 TREE, PLANT AND GROUND COVER REPLACEMENT

- A. When preparations are complete, install planting:
1. Fill the bottom of the hole with a backfill mixture, consisting of three (3) parts soil (removed from the hole) and one (1) part soil amendment, to support the root ball so that the top of the ball is just above or equal to the existing grade for drainage.
 2. Place the root ball of the planting into the hole and adjust for height and position of the planting. Work excess soil to the sides for support of the root ball.
 3. Fill the remaining area of the hole with backfill mixture around the root ball; tamp firmly to eliminate all air pockets. When the hole is 2/3 full, thoroughly water the plant to saturate the soil.
 4. Fill the remainder of the area with topsoil and tamp into place until the surface is slightly sloping to the edge of the surrounding area.
 5. Remove excess soil from the area.
 6. Stake trees over four (4) feet high with a minimum of two (2) stakes and ties. Drive stakes a minimum of twelve (12) inches deep; provide protection for trunk at tree-tie location.
 7. Apply the specified planting bed cover to a minimum depth of two (2) inches, evenly spread over the entire area.
 8. Water with a fine spray to ensure that the soil is thoroughly saturated.
 9. Make arrangements to water the planting regularly until it is rooted into place.

3.06 PAVEMENT REPLACEMENT

- A. Removal and subgrade preparation:
1. Remove damaged areas of paving, as well as areas of unsound pavement and areas heavily stained with grease and oil.
 2. Cut edges to a straight, vertical edge of ½-inch or more, by means of mechanical sawing. Excavate a minimum of six (6) inches below the existing, surrounding pavement surface, or as necessary to reach sound base material.
 3. Provide new aggregate subbase as required to fill within three (3) inches of existing, surrounding asphalt pavement surface or to within four (4) or six (6) inches of existing, surrounding concrete pavement surface, depending on slab thickness. Compact aggregate subbase to 95% density.
- B. Asphalt paving replacement:
1. Place the new asphalt paving material in two lifts:
 - a. The first lift shall be 1-3/4 inches, after compaction, binder-grade asphalt.
 - b. The second lift shall be 1-1/4 inches, after compaction, surface-grade asphalt.
 2. Spread material in a manner which requires minimal handling.
 3. After the material is placed, to proper depth, roll until the surface is hard, smooth, unyielding, and true to the specified thickness and elevation of the existing, surrounding asphalt pavement.
 4. Roll surface layer in at least two directions until no roller marks are visible.
 5. Finish paving surface shall be free from "birdbaths," with no variations of more than 1/8-inch in six (6) feet.
 6. Seal the interface of the existing pavement with hot rubberized crack filler to prevent water infiltration.
- C. Concrete paving replacement:
1. Place wooden forms where necessary, staked into the ground, to provide straight and true edges for new pavement.
 2. Dampen the subgrade material before placing concrete.

3. Pour concrete over the prepared subgrade. Tamp the freshly-placed concrete, using a heavy tamper, until at least 3/8-inch of mortar is brought to the surface.
4. Trowel surface and screed with a straightedge until depressions and irregularities are worked out and the surface is true to specified thickness and elevation of the existing, surrounding concrete pavement.
5. Float surface to a compact, smooth surface.
6. When concrete has set sufficiently, provide a non-slip, "broomed" surface finish.

END OF SECTION

03 30 53**MISCELLANEOUS CAST-IN-PLACE CONCRETE****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Concrete Ramp Repairs
- B. Related Sections:
 - 1. 07 92 00 – Joint Sealants

1.03 REFERENCES

- A. Wisconsin Department of Transportation (WisDOT)
- B. Concrete Reinforcing Steel Institute (CRSI):
- C. Manual of Standard Practice
- D. Placing Reinforcing Bars
- E. American Concrete Institute (ACI):
 - SP-66 ACI Detailing Manual
 - ACI 304 Guide for Measuring, Mixing, Transporting and Placing Concrete
 - ACI 305 Hot Weather Concreting
 - ACI 306 Standard Specification for Cold Weather Concreting
- F. American Society for Testing and Materials (ASTM):
 - A 884 / A 884M Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
 - C 33 / C 33M Standard Specification for Concrete Aggregates
 - C 94 / C 94M Standard Specification for Ready-Mixed Concrete
 - C 150 / C 150M Standard Specification for Portland cement
 - C 171 Standard Specification for Sheet Materials for Curing Concrete
 - C 260 / C 260M Standard Specification for Air-Entraining Admixtures for Concrete
 - C 309 Standard Specification for Liquid Membrane Forming Curing Compounds and Curing and Sealing Compounds
 - C 1017 / 1017M Standard Specification for Chemical Admixtures for Use in Producing /Flowing Concrete

- C 1315 Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete
- D 4397 Standard Specification for Sheet Materials Used for Curing Concrete
- E 1745 Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs

- G. Americans with Disabilities Act Accessibility Guidelines (ADAAG).
- H. Public Rights-of-Way Access Advisory Committee (PROWAAC).

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Cast-in-Place Concrete shall comply with ACI 301, "Specification for Structural Concrete," Sections 1 through 5 unless modified by requirements in the Contract Documents.
- C. Perform Work in accordance with ACI 301.
- D. Maintain one copy of each document on site.
- E. Acquire cement and aggregate from one source for Work.

1.05 SUBMITTALS

- A. Product Data: Submit data on joint filler, admixtures, accessories, and curing compounds.
- B. Concrete Mix Design: Submit current mix design with aggregate gradation, cylinder compression test results, and mix proportioning prior to beginning work. Design shall not be dated prior to three years before the start date, which is indicated on the Notice to Proceed.
- C. Mill Test Reports:
 - 1. Reinforcing Steel
 - 2. Cement
- D. Delivery Tickets: Submit concrete delivery tickets, indicating mix I.D. number, time water was added, elapsed time from when water was added and concrete placed, and amount of additional water added.
- E. Work Schedule: Submit schedule to allow at least 24 hours' notice of work to be performed or concrete poured to allow for appropriate schedules for testing and inspection.
- F. Testing Agency for Concrete Mix Design: Approval request including qualifications of principals and technicians and evidence of active participation in the program of Cement and Concrete Reference Laboratory (CCRL) of National Institute of Standards and Technology and copy of report of latest CCRL, Inspection of Laboratory.
- G. Test Report for Concrete Mix Designs: Trial mixes including water-cement; fly ash; ratio curves, concrete mix ingredients, and admixtures.
- H. Shoring and Reshoring Sequence:
 - 1. Submit for approval a shoring and reshoring sequence for flat slab/flat plate portions, prepared by a registered Professional Engineer. As a minimum, include timing of form

stripping, reshoring, number of floors to be re-shored, and timing of re-shore removal to serve as an initial outline of procedures subject to modification as construction progresses. Submit revisions to sequence, whether initiated by Engineer or Contractor.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Do not place concrete when the base surface temperature is less than 40° F unless approved by the Consultant, or surface is wet or frozen.
- B. Concrete placed in cold weather conditions shall be done in accordance with ACI 306.
- C. Conform to ACI 305 when concreting during hot weather.

PART 2 - PRODUCTS

2.01 FORM FACING MATERIALS

- A. For Smooth Formed Finished Concrete, form facing panels that will provide continuous, true, and smooth concrete surfaces shall be used. The contractor shall furnish form facing panels in the largest practicable sizes to minimize the number of joints.
- B. For Rough Formed Finished Concrete plywood, lumber, metal, or another approved material shall be used. Lumber provided shall be dressed on at least two edges and one side for a tight fit.
- C. Water: Clean; not detrimental to concrete; free of oils, acids, alkalis, salts, or organic materials.

2.02 REINFORCEMENT

- A. Reinforcing Bars shall be in conformance with ASTM A 615 / A 615M, and shall be Grade 60, deformed reinforcing bars.
- B. Epoxy-Coated Welded Wire Reinforcement shall be in conformance with ASTM A 884 / A 884M, and shall be Class A coated, Type 1, plain steel.
- C. Tie Wire: 16 gage minimum; annealed type.

2.03 CONCRETE MATERIALS

- A. Cementitious Material shall be Portland Cement in accordance with ASTM C 150 / C 150M, Type II, and shall be of the same type, brand, and source, throughout Project:
- B. Normal Weight Aggregates shall be in conformance with ASTM C 33 / C 33M, graded, 1- ¾-inch nominal maximum coarse-aggregate size.
- C. Water shall be in conformance with ASTM C 94 / C 94M.
- D. Air-Entraining Admixture shall be in conformance with ASTM C 260 / C 260M.
- E. Chemical Admixtures shall be certified by the manufacturer to be compatible with other admixtures and that the chemical admixtures shall not contribute water soluble chloride ions exceeding those permitted in hardened concrete. Use calcium chloride or admixtures containing calcium chloride shall not be allowed.
 - 1. Water-Reducing Admixture shall be in conformance with ASTM C 494 / C 494M, Type A.
 - 2. Retarding Admixture shall be in conformance with ASTM C 494 / C 494M, Type B.

3. Water-Reducing and Retarding Admixture shall be in conformance with ASTM C 494 / C 494M, Type D.
4. High-Range, Water-Reducing Admixture shall be in conformance with ASTM C 494 / C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture shall be in conformance with ASTM C 494 / C 494M, Type G.
6. Plasticizing and Retarding Admixture shall be in conformance with ASTM C 1017 / C 1017M, Type II. Cement: ASTM C150, Type II.

2.04 VAPOR RETARDERS

- A. Plastic Vapor Retarder shall be in conformance with ASTM E 1745, Class C, or shall be a polyethylene sheet in conformance with ASTM D 4397, not less than 10 mils thick. Manufacturer's recommended adhesive or pressure-sensitive joint tape shall be used.

2.05 CURING MATERIALS

- A. Evaporation Retarder shall be waterborne, monomolecular film forming, and shall be manufactured for application to fresh concrete.
- B. Absorptive Cover shall be in conformance with AASHTO M 182, Class 2, and shall be burlap cloth made from jute or kenaf, weighing approximately 9 oz. /sq. yd. when dry.
- C. Moisture-Retaining Cover shall be in conformance with ASTM C 171, and shall be polyethylene film or white burlap polyethylene sheet.
- D. Water shall be potable.
- E. Clear, Waterborne, Membrane Forming Curing Compound shall be in conformance with ASTM C 309, Type 1, and Class B.
- F. Clear, Solvent Borne, Membrane Forming Curing, and Sealing Compound shall be in conformance with ASTM C 1315, Type 1, and Class A.
- G. Clear, Waterborne, Membrane Forming Curing, and Sealing Compound shall be in conformance with ASTM C 1315, Type 1, and Class A Bonding Agent: Two-component, moisture insensitive epoxy.

2.06 RELATED MATERIALS

- A. Expansion Joint Devices: resilient filler strip with hardness to permit plus or minus 25 percent joint movement with full recovery.
- B. Expansion and Isolation Joint Filler Strips shall be one of the following:
 1. Asphalt saturated cellulosic fiber in conformance with ASTM D 1751.
 2. Cork or self-expanding cork in conformance with ASTM D 1752.
 3. Polyethylene, closed-cell foam in conformance with ASTM D 4819, Type II.

2.07 CONCRETE MIXTURES

- A. Design mixtures shall be prepared for each type and strength of concrete, proportioned based on laboratory trial mixture or field test data, or both, in accordance with ACI 301.
- B. Normal-weight concrete mixture shall be proportioned as follows:
 1. Minimum compressive strength shall be as specified on the drawings or Standard Details as the compressive strength in psi at 28 days. Minimum compressive strength shall not

be less than 4,000 psi at 28 days regardless of what is shown on the drawings or Standard Details.

2. The maximum water to cementitious materials ratio shall be 0.45.
3. Maximum slump shall be 5 inches, plus or minus 1 inch.
4. Air content for troweled finished floors shall not exceed 3 percent.

2.08 FABRICATING REINFORCEMENT

- A. Steel reinforcement shall be fabricated in conformance with CRSI's "Manual of Standard Practice."

2.09 CONCRETE MIXING

- A. Mix concrete in accordance with ACI 301.
- B. Ready-Mixed Concrete shall be measured, batched, mixed, and delivered in accordance with ASTM C 94 / C 94M, and batch tickets shall be furnished to the Consultant.
- C. When the air temperature is above 90 degrees F, the mixing and delivery time shall be reduced to 60 minutes.

PART 3 - EXECUTION

3.01 FORMWORK

- A. Formwork shall be designed, erected, shored, braced, and maintained in accordance with ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until the structure can support such loads.
- B. The exterior corners and edges of permanently exposed concrete shall be chamfered.
- C. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.
- D. The Consultant prior to concrete placement shall approve final form grades.

3.02 VAPOR RETARDERS

- A. Plastic Vapor Retarders shall be placed, protected, and repaired in accordance with ASTM E 1643 and manufacturer's written instructions.
- B. Joints shall be lapped 6-inches and sealed with manufacturer's recommended tape.

3.03 STEEL REINFORCEMENT

- A. Placing of reinforcement shall be in conformance with CRSI's "Manual of Standard Practice".
- B. During placement of reinforcement, care shall be taken not to cut or puncture the vapor retarder. Any damage to the vapor retarder shall be repaired and resealed before placing concrete.
- C. The Consultant prior to concrete placement shall approve placement/fabrication of steel reinforcement.

3.04 JOINTS

- A. Joints shall be constructed to be true to line with faces perpendicular to the surface plane of concrete.
- B. Construction Joints shall be installed so strength and appearance of concrete are not impaired, and at locations indicated or as approved by the Consultant.
- C. Weakened-plane contraction joints shall be formed by sectioning concrete into areas as indicated.
- D. Contraction joints shall be constructed for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Grooved contraction joints:
 - a. Grooved contraction joints shall be formed after initial floating by grooving and finishing each edge of the joint to a radius of 1/8 inch.
 - b. Grooving of contraction joints shall be repeated after applying surface finishes.
 - c. Grooving tool marks shall be eliminated on concrete surfaces.
- E. After removing formwork, isolation joints in slabs-on-grade shall be installed by using joint-filler strips at slab junctions with vertical surfaces. Examples of locations are at column pedestals, foundation walls, grade beams, and other locations as indicated.

3.05 CONCRETE PLACEMENT

- A. Before placing concrete, the Contractor shall verify that the installation of formwork, reinforcement, and embedded items are complete and that required inspections have been performed.
- B. Concrete shall be placed continuously in one layer or horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, the Contractor shall provide construction joints as indicated.
- C. Concrete shall be placed to avoid segregation.
- D. Placed concrete shall be consolidated with mechanical vibrating equipment according to ACI 301.
- E. Placement in cold weather shall be in conformance with ACI 306.1.
- F. Placement in hot weather shall be in conformance with ACI 301.

3.06 FINISHING FORMED SURFACES

- A. Rough formed finish as-cast concrete:
 - 1. Rough formed finish shall apply to concrete surfaces not exposed to public view.
 - 2. Texture imparted by form-facing material with tie holes and defects shall be repaired and patched.
 - 3. Fins and other projections that exceed specified limits on formed-surface irregularities shall be removed.
- B. Smooth formed finish as-cast concrete:
 - 1. Smooth formed finish shall apply to concrete surfaces exposed to the public view or receive a rubbed finish.
 - 2. Texture imparted by form-facing material shall be arranged in an orderly and symmetrical manner with a minimum of seams.

3. All tie holes and defects shall be repaired and patched.
 4. Fins and other projections that exceed specified limits for formed surface irregularities shall be removed.
- C. Rubbed Finish shall be applied to the following smooth formed finished as-cast concrete surfaces where indicated:
1. Concrete surfaces to be smooth rubbed finished:
 - a. Surface shall be moistened and rubbed with carborundum brick or another abrasive until producing a uniform color and texture, not later than one day after form removal.
 - b. Cement grout other than that created by the rubbing process shall not be applied.

2. Concrete surfaces to be grout cleaned finished:
 - a. Surface shall be wetted and grout of a consistency of thick paint shall be applied to coat surfaces and fill small holes.
 - b. Grout shall be one part Portland cement shall be mixed with to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. White Portland cement in amounts determined by trial patches so the color of dry grout will match adjacent surfaces shall be added.
 - c. Grout shall be scrubbed into voids and excess grout shall be removed. When grout whitens, the concrete surface shall be rubbed with clean burlap and shall be kept damp by fog spray for at least 36 hours.
 3. Concrete surfaces to be cork floated finished:
 - a. Surface shall be wetted and stiff grout shall be applied.
 - b. Grout shall be one part Portland cement shall be mixed with one part fine sand with a 1:1 mixture of bonding agent and water. White Portland cement in amounts determined by trial patches so the color of dry grout will match adjacent surfaces shall be added.
 - c. Grout shall be compressed into voids by grinding surface in a swirling motion, and the surface shall be finished with a cork float.
- D. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Final surface treatment of formed surfaces shall be continued uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.07 CONCRETE FINISHING

- A. Screeding, straightening, and finishing operations for concrete surfaces shall be in accordance with ACI 302.1R recommendations. Do not wet concrete surfaces.
- B. Concrete surfaces to be float finished:
 1. Surface shall be consolidated with power-driven floats or by hand floating if the area is small or inaccessible to power-driven floats.
 2. High spots shall be straightened and cut down. Low spots shall be filled.
 3. Float passes shall be repeated and straightening shall be performed until the surface is left with a uniform, smooth, granular texture.
 4. Float finish shall be applied to surfaces indicated to receive a trowel finish.
- C. Concrete surfaces to be trowel finished:
 1. After applying float finish, the surface shall receive first troweling and shall be consolidated by hand or power-driven trowel.
 2. Troweling passes shall be continued and straightening shall be performed until the surface is free of trowel marks and uniform in texture and appearance.
 3. Any surface defects that would telegraph through applied coatings or floor coverings shall be grinded smooth.
 4. Trowel finish shall be applied to surfaces exposed to view.
 5. Surface shall be finished so the gap at any point between the concrete surface and an unlevelled, freestanding, 10-foot- long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed 1/4 inch.
- D. Broom finish shall be applied to exterior concrete platforms, steps, ramps, areas where broom finish is required to match existing finish, and elsewhere as indicated.

3.08 CONCRETE CURING AND PROTECTION

- A. Freshly placed concrete shall be protected from premature drying and excessive cold or hot temperatures. Protection of Concrete shall be in accordance with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder
 - 1. Evaporation retarder shall be applied to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. x h before and during finishing operations
 - 2. Evaporation retarder shall be applied according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Concrete shall be cured in accordance with ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing:
 - a. Surface shall be kept continuously moist for not less than seven days.
 - 2. Moisture Retaining Cover Curing:
 - a. Surface shall be covered with moisture retaining cover for curing concrete.
 - b. The cover shall be placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive.
 - c. Curing shall be required for not less than seven days.
 - d. Any holes or tears during the curing period using shall be repaired immediately using cover material and waterproof tape.
 - 3. Curing Compound:
 - a. Surface shall have curing compound applied uniformly in continuous operation by power spray or roller according to manufacturer's written instructions.
 - b. Areas subjected to heavy rainfall within three hours after the initial application shall be recoated.
 - c. Continuity of coating shall be maintained and damage shall be repaired during the curing period.
 - 4. Curing and Sealing Compound:
 - a. Surface shall have curing and sealing compound applied uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions.
 - b. Areas subjected to heavy rainfall within three hours after the initial application shall be recoated.
 - c. The process shall be repeated 24 hours later by applying a second coat.
 - d. Continuity of coating shall be maintained and damage shall be repaired during the curing period.
- D. Remove forms only after concrete has attained sufficient strength to support all dead and live loads.
- E. The contractor shall provide barricading or personnel as necessary to protect freshly finished concrete from vandalism or other damage.

3.09 PATCHING AND REPAIR

- A. Allow Consultant to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Consultant upon discovery.
- C. Patch imperfections as directed by the Consultant using specified grout and epoxy.

- D. For repair of internal sections of pavement or cross pans, entire panels must be removed joint to joint by carefully saw-cutting and hammering out discarded concrete so as not to chip, crack, or otherwise damage adjacent concrete. Removal of no more than one half of or less than one-third of concrete pavement panel will be allowed as long as transverse saw-cuts are continued completely to both outside edges of the pavement. If the saw-cut for the partial panel removal is longitudinal to the pavement than upon completion of curing operations but prior to the opening of pavement to traffic, the pavement shall be cored with a 6-inch diameter core at the terminus of the longitudinal saw-cut to include the entire "T" joint intersection. The core shall then be removed and the remaining hole filled and repaired with non-shrink grout.
- E. Pavement panels broken into three or more pieces shall be removed and replaced.
- F. Pavement panels containing random and wandering cracks shall be removed and replaced.
- G. Pavement panels containing a single longitudinal or transverse crack not having vertical separation and is no closer than 1 foot to but generally parallel, for the width or length of the panel, to any tooled or sawed joint, shall be routed or "vee'd" out with appropriate tools and sealed in the same manner as the pavement.
- H. Concrete pavement shall be cut back a minimum of 1 foot from the trench wall. Contractor shall repair any damage due to settlement of the pavement subgrade due to operations in the trench. Voids under pavement shall be repaired by pavement removal and replacement or by drilling and injecting an approved non-shrink hydraulic cement grout into the empty spaces.
- I. Concrete pavement shall be resealed in accordance with 07 92 00 – Joint Sealants after repair. Old sealant must be removed by methods approved by the Consultant prior to resealing.

3.10 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances, or specified requirements.
- B. The consultant will determine the repair or replacement of defective concrete.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Consultant for each area.

3.11 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed in accordance with ACI 301.
- B. Provide free access to Work and cooperate with the appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.
- D. When tests indicate Work does not meet specified requirements, remove Work and replace.
- E. Concrete Testing:
 - 1. The contractor is required to hire an independent, licensed engineer experienced in concrete analysis and evaluation to perform required tests in accordance with ACI. Copies of test results showing the exact location of sample collection and test sites must be furnished to Consultant. The consultant shall be informed prior to testing and he may designate areas of testing.

2. The consultant may request additional cylinder compressions, slump, aggregate sieve designation, thickness, and deleterious substance tests to be performed by a qualified designee.
 3. Tests of concrete may be performed at random to ensure conformance with specified requirements.
- F. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples were taken.

END OF SECTION

07 92 00

JOINT SEALANTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section includes:
 - 1. Joints between:
 - a. Concrete components.
- B. Related Sections:
 - 1. 03 30 53 Miscellaneous cast-in-place concrete

1.03 REFERENCES

- A. ASTM International (ASTM):
 - C 510 Standard Test Method for Staining and Color Change of Single or Multi-component Joint Sealants
 - C 719 Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants under Cyclic Movement (Hockman Cycle)
 - C 794 Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants
 - C 920 Standard Specification for Elastomeric Joint Sealants
 - C 1193 Standard Guide for Use of Joint Sealants
 - C 1248 Standard Test Method for Staining of Porous Substrate by Joint Sealants
 - C 1521 Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints
 - D 412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers Tension
 - D 679 Methods of Testing and Tolerances for Certain Fine Staple Cotton Gray Goods
 - D 816 Standard Test Methods for Rubber Cements
 - D 1002 Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal)
 - D 1056 Standard Specification for Flexible Cellular Materials-Sponge or Expanded Rubber

- D 1667 Standard Specification for Flexible Cellular Materials-Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam)
- D 2203 Standard Test Method for Staining from Sealants
- D 2240 Standard Test Method for Rubber Property Durometer Hardness

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate Work to ensure that new materials and building interior are kept continuously dry and that continuous, watertight, new sealant installation is provided.
- B. Coordinate:
 - 1. With Consultant
 - 2. With other trades to ensure that Work done by other trades is complete and ready to receive sealant.
 - 3. With other trades to avoid or minimize work on, or in immediate vicinity of, installation Work in progress and completed sealant Work. Ensure that dust from other operations will not adversely affect quality of completed sealant Work.

1.05 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.06 SUBMITTALS

- A. 01 33 00 - Submittal Procedures.
- B. Product Data: Sealant manufacturer's literature including written instructions for evaluating, preparing, and treating substrate; technical data including tested physical and performance properties; and installation instructions.
 - 1. Include temperature ranges for storage and application of materials, and special cold weather application requirements or limitations.
 - 2. SpecData sheet for substrate cleaner and substrate primer recommended by sealant manufacturer for specific substrate surface and conditions.
 - 3. Data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Samples: Submit manufacturer's color charts consisting of strips of cured sealants illustrating sealant colors for selection.
- D. Manufacturer's Reports and Certifications:
 - 1. Prior to sealant installation, submit report from sealant manufacturer with results of sealant compatibility, sealant and substrate staining, and mock-up adhesion tests.
 - a. Report shall state that materials which come into contact with or in close proximity to sealant have been tested.
 - b. Report shall include sealant manufacturer's interpretation of test results relative to material performance, potential staining of sealant and substrates, dirt accumulation of sealant, and dirt runoff from sealant.
 - c. Report shall include sealant manufacturer's recommendations for substrate preparation and primer needed to obtain durable adhesion; required cure time

before penetrating sealer or elastomeric coating can be applied; and installation procedures successfully used in mockups and field tests.

- E. Manufacturer's Installation Instructions: Submit special procedures, surface preparation, and perimeter conditions requiring special attention.
- F. Installer Qualifications:
 - 1. Certificate signed by sealant manufacturer, certifying that Installer complies with requirements.
 - 2. Submit evidence that Installer's existing company has minimum of 5 years continuous experience in application of specified materials. Submit list of at least five completed projects of similar scope and size, including:
 - a. Project name.
 - b. Owner's name.
 - c. Owner's Representative name, address, and telephone number.
 - d. Description of work.
 - e. Sealant used.
 - f. Project supervisor.
 - g. Total cost of sealant work and total cost of project.
 - h. Completion date.
- G. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- H. Sample Warranty: Copy of sealant manufacturer's warranty, stating obligations, remedies, limitations, and exclusions. Submitted with bid.
- I. Following completion of Work, submit sealant manufacturer's inspection report of completed sealant installation and completed warranty; submit completed Installer warranty.

1.07 QUALITY ASSURANCE

- A. Installer Qualifications: Experienced firm that is approved, authorized, or licensed by sealant manufacturer to install sealant and that is eligible to receive sealant manufacturer's warranty. Must have installations of specified materials in local area in use for minimum of five years.
 - 1. Employ foreman with minimum of 5-years' experience as foreman on similar projects, to be on site at all times during Work.
- B. Compatibility Tests: Include sealant and sealers or coatings that may come into contact with sealant following sealant application.
- C. Mockups: Install sealant at the perimeter of one window to verify and set quality standards for materials and installation procedures, and to demonstrate aesthetic effects.
 - 1. Include backing material, sealant, primer and other related products.
 - 2. Mockups shall be accessible or located by Owner.
 - 3. Notify Owner seven days in advance of date when mockups will be constructed.
 - 4. Field-Adhesion Testing: After sealants have cured, perform field-adhesion tests according to ASTM C1521.
 - a. Conduct tests for each type of sealant and joint substrate, with and without primer.
 - b. Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory.

Use alternate materials or modify installation procedure, or both, for sealants that fail to adhere to substrates.

5. If Owner determines mockup does not comply with requirements, modify mockup or construct new mockup until mockup is approved.
 6. Mock-ups, when approved by Owner, will become standard for Work.
 7. Approved mockups may become part of completed Work if undisturbed at time of Substantial Completion.
 8. Do not begin joint sealant Work until mock-up is accepted by Owner.
- D. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original packages with seals unbroken, labeled with sealant manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing and mixing with other components.
- B. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, or installation. Reject and remove from Site new materials which exhibit evidence of moisture during application or which have been exposed to moisture.
- C. Store materials in original, undamaged containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by sealant manufacturer. Protect stored materials from direct sunlight. Sealant manufacturer's standard packaging and covering is not considered adequate weather protection.
- D. Limit stored materials on structures to safe loading of structure at time materials are stored, and to avoid permanent deck deflection.
- E. Handle materials to avoid damage.
- F. Conspicuously mark wet or damaged materials and remove from site as soon as possible.
- G. Remove and replace materials that cannot be applied within stated shelf life.

1.09 PROJECT CONDITIONS

- A. Verify existing dimensions and details prior to installation of materials. Notify Consultant of conditions found to be different than those indicated in Contract Documents. Consultant will review situation and inform Contractor and Installer of changes.
- B. Comply with Owner's limitations and restrictions for site use and accessibility.
- C. Environmental Limitations: Install sealant when existing and forecast weather conditions permit sealant to be installed according to sealant manufacturer's written instructions and warranty requirements.
 1. Do not install sealant when ambient or substrate temperatures are below 40 degrees F or are expected to fall below 40 degrees F in the next 12 hours.
 2. Do not proceed with installation during inclement weather except for temporary work necessary to protect building interior and installed materials. Remove temporary work and Work that becomes moisture damaged.

1.10 CHANGES IN WORK

- A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with drawings and specifications. Such conditions may interfere with Work and may consist of damage or deterioration of substrate or surrounding materials or components that could jeopardize integrity or performance of new sealant.
- B. Notify Owner of conditions that may interfere with proper execution of Work or jeopardize integrity of new sealant prior to proceeding with Work.

1.11 WARRANTY

- A. Manufacturer's Warranty:
 - 1. Written warranty, signed by sealant manufacturer, including
 - a. Repair or replace sealant that does not comply with requirements; that does not remain watertight; that fails in adhesion, cohesion, or general durability; or that deteriorates in manner not clearly specified by submitted sealant manufacturer's data as inherent quality of material for application indicated.
 - b. Removal and replacement with new bond breaker materials.
 - c. Labor and materials to perform warranty work.
 - d. Warranty does not include sealant deterioration or failure due to following.
 - 1) Excessive joint movement caused by structural settlement or errors attributable to design or construction, resulting in stresses in sealant exceeding sealant manufacturer's written specifications for sealant elongation or compression.
 - 2) Deterioration or failure of sealant due to failure of substrate prepared according to requirements.
 - 3) Mechanical damage caused by individuals, tools, or other outside agents.
 - 4) Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.
 - 2. Warranty Period: Five (5) years from date of Substantial Completion.
- B. Sealant Installer's Warranty:
 - 1. Completed warranty form at end of Section, signed by Installer.
 - a. Repair or replace sealant that does not comply with requirements; that does not remain watertight; that fails in adhesion, cohesion, or general durability; or that deteriorates in manner not clearly specified by submitted sealant manufacturer's data as inherent quality of material for application indicated.
 - b. Removal and replacement with new bond breaker materials.
 - c. Labor and materials to perform warranty work.
 - d. Warranty does not include sealant deterioration or failure due to following.
 - 1) Excessive joint movement caused by structural settlement or errors attributable to design or construction, resulting in stresses in sealant exceeding sealant manufacturer's written specifications for sealant elongation or compression.
 - 2) Deterioration or failure of sealant due to failure of substrate prepared according to requirements.
 - 3) Mechanical damage caused by individuals, tools, or other outside agents.
 - 4) Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.
- C. Warranty Period: Two (2) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Comply with ASTM C920 and other requirements indicated.
- B. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing on similar projects, mockups and preconstruction testing for this project, and field experience.
- C. Select products based on mockups, preconstruction testing, and sealant manufacturer's previous testing and experience.
- D. Source Limitations: Obtain each type of joint sealant through one source from single manufacturer.
- E. Colors of Exposed Joint Sealants: Selected and approved in writing by Owner, from sealant manufacturer's full range.

2.02 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- C. Medium-modulus, one-component, pre-pigmented, neutral-cure elastomeric silicone.
 - 1. Products:
 - a. 756 SMS Building Sealant by Dow Corning
 - b. Approved equal.
 - 2. ASTM Type S (single component sealant)
 - 3. ASTM Grade NS (gunnable or non-sag sealant)
 - 4. ASTM Class 50
 - 5. ASTM Use NT, M, A, G, O
 - 6. Color: Colors as selected by Consultant.
 - 7. Use:
 - a. Joints between stone elements.
 - b. Joints between sheet metal and stone elements.
 - c.
- D. One-part, cold-applied, non-sag silicone
 - 1. Products:
 - a. DOWSIL™888 Silicone Joint Sealant by Dow Corning
 - b. Approved Equal
 - 2. ASTM Type S (single component sealant)
 - 3. ASTM Class 100/50
 - 4. Color: Colors as selected by Consultant.
 - 5. Use:
 - a. Joints within concrete paving
 - b. Joints at penetrations within concrete paving

2.03 AUXILIARY MATERIALS

- A. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, non-absorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 ° F. (minus 32 ° C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.
- E. Primer: Material recommended by joint-sealant manufacturer to promote adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
 - 1. DOW P Primer
- F. Cleaners for Non-porous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent non-porous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- G. Masking Tape: Non-staining, non-absorbent material compatible with joint sealants and surfaces adjacent to joints.
- H. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions with Installer and sealant manufacturer's representative for compliance with requirements and for other conditions affecting sealant performance.
- B. Verify dimensions of sealant joints at the project site by field measurement so that all proper sealant profiles will be accurately maintained.
- C. Verify that areas and conditions under which Work is to be performed permit proper and timely completion of Work.
- D. Notify Owner in writing of conditions which may adversely affect sealant installation or performance, including joints with widths less than those allowed by sealant manufacturer for applications indicated. Do not proceed with sealant installation until these conditions have been corrected and reviewed by Consultant.
- E. Installation of sealant system indicates acceptance of surfaces and conditions.

- F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Perform preparation in accordance with ASTM C 1193.
- B. Protect elements surrounding Work of this section from damage or disfiguration.
- C. Repair damaged or deteriorated substrate surfaces according to sealant manufacturer's written instructions and as approved by Owner.

- D. **Surface Cleaning of Joints:** Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint-sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete
 - 3. Remove laitance and form-release agents from concrete.
- E. **Joint Priming:** Prime joint substrates where recommended in writing by joint-sealant manufacturer, based on preconstruction joint sealant substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.
- F. **Masking Tape:** Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.03 SEALANT INSTALLATION

- A. **General:** Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. **Installation Standard:** Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. **Acoustical Sealant Standard:** Comply with recommendations in ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.
- D. **Joint Priming:** Prime joint substrates using primer recommended in writing by sealant manufacturer, based on mockups and preconstruction testing. Apply primer to comply with sealant manufacturer's written instructions.
 - 1. Confine primer to areas of sealant bond; do not allow spillage or migration onto adjoining surfaces.
 - 2. Limit priming to areas that will be covered with sealant in same day. Unless recommended otherwise by sealant manufacturer, reprime areas exposed for more than 24 hours.
- E. **Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.**
 - 1. Use properly-sized backer. Do not use multiple-backer units or braided-backer units to accommodate wide joints.
 - 2. Install backer with device that will provide consistent depth between substrate surface and outer surface of backer.
 - 3. Do not leave gaps between ends of sealant backers.
 - 4. Do not stretch, twist, puncture, or tear sealant backers.
 - 5. Remove wet backers and replace with dry materials.

- F. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- G. Install sealants using proven techniques that comply with the following and at the same time backings are installed.
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- H. Tooling of Non-Sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joints configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
 - 4. Provide flush joint configuration where indicated per Figure 5B in ASTM C 1193.
 - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 5C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.04 FIELD QUALITY CONTROL

- A. At completion of project, observe installed sealant for damage or deterioration. If damage or deterioration occurs, neatly cut out and remove damaged or deteriorated sealant, prepare and prime surfaces, and install new sealant. Replace sealant immediately so new sealant is indistinguishable from original Work.
- B. Field-Adhesion Testing: Testing and Inspection Agency retained by Owner will perform nondestructive and destructive field adhesion tests on sealant in accordance with ASTM C1521.
 - 1. Non-destructive testing:
 - a. Depress center of sealant bead with probing tool to depth of 50 percent of bead width, or depress sealant bead near substrate bond-line until it appears visually that sealant is about to fail in cohesive.
 - b. Record if sealant failed and, if so, if failure was adhesive or cohesive and maximum surface depression as percent of joint width.
 - c. Perform test every 12 inches for first 10 linear feet of joint; if no test failure is observed, test every 24 inches thereafter.
 - 2. Destructive testing:
 - a. Cut 6-inch-long tail of sealant loose from substrate.
 - b. Mark tail 1 inch from adhesive bond.
 - c. Grasp tail 1 inch from adhesive bond and pull until tail extends to two times published movement capability of sealant. If sealant has not failed, continue pulling to failure.
 - d. Record elongation at failure and if failure was adhesive or cohesive.
 - e. Observe sealant for complete filling of joint with absence of voids, and for joint configuration in compliance with requirements. Record observations and sealant dimensions
 - 3. Test reports shall include date when sealant was installed, name of person who installed sealant, test date, test location, and whether primer was used.
 - 4. Immediately after testing, Contractor shall replace failed sealant in test areas. Neatly cut out and remove failed sealant, prepare and prime surfaces, and install new sealant.

Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

5. Sealant not evidencing adhesive failure from testing or noncompliance with requirements will be considered satisfactory.

6. Where Owner determines that sealant has failed adhesively from testing or does not comply with requirements, additional testing will be performed to determine extent of non-conforming sealant. Neatly cut out and remove non-conforming sealant, prepare and prime surfaces, and install new sealant. Perform field adhesion tests on new sealant. Additional testing and replacement of non-conforming sealant shall be at Contractor's expense.
- C. Determine whether sealant dimensions and configurations comply with specified requirements.

3.05 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.
- B. At end of each workday, clean site and work areas and place rubbish, empty cans, rags, and other discarded materials in appropriate containers.
- C. Clean adjacent soiled surfaces.
- D. At conclusion of sealant Work, clean up debris and surplus materials and remove from site.

3.06 PROTECTION OF INSTALLED CONSTRUCTION

- A. 01 70 00 – Contract Close-out and Warranties: Protecting installed construction.
- B. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION

SEALANT INSTALLER'S WARRANTY

WHEREAS <Insert name> of <Insert Address>, herein called Sealant Installer, has performed sealant and associated work, designated Work, on following project:

Owner: <Insert name of Owner>

Address: <Insert address>

Building Name/Type: <Insert Information>

Address: <Insert address>

Area of Work: <Insert information>

Acceptance Date: <Insert Date>

Warranty Period: <Insert warranty period>

Expiration Date: <Insert date>

AND WHEREAS Sealant Installer has contracted, either directly with Owner or indirectly as subcontractor, to warrant said Work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

NOW THEREFORE Sealant Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period it will, at its own cost and expense, make or cause to be made such repairs to or replacement of said Work as are necessary to correct faulty and defective work and as are necessary to maintain said Work in watertight condition, and warrants against following.

1. Components of sealant system that do not comply with requirements; that do not remain watertight; that fail in adhesion, cohesion, or general durability; or that deteriorate in manner not clearly specified by submitted sealant manufacturer's data as inherent quality of material for application indicated, regardless of whether Work was previously accepted by Owner.
2. Damage by exposure to foreseeable weather; and damage by intrusion of foreseeable wind-borne moisture.

Warranty is made subject to following terms and conditions:

1. Specifically excluded from Warranty are damages to Work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding <INSERT WIND SPEED> miles per hour;
 - c. fire;

- d. failure of sealant substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. activity adjacent to sealant Work by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner's Representative.
2. When Work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Sealant Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. Sealant Installer is responsible for damage to Work covered by Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of Work.
 4. During Warranty Period, if Owner allows alteration of Work by anyone other than Sealant Installer, including cutting, patching, and maintenance, Warranty shall become null and void on date of said alterations, but only to extent said alterations affect Work covered by Warranty. If Owner engages Sealant Installer to perform said alterations, Warranty shall not become null and void unless Sealant Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate Work, thereby reasonably justifying limitation or termination of Warranty.
 5. Owner will promptly notify Sealant Installer of observed, known, or suspected leaks, defects, or deterioration and will afford reasonable opportunity for Sealant Installer to inspect Work and to examine evidence of such leaks, defects, or deterioration. Sealant Installer shall inspect leak, defect, or deterioration within 24 hours of notification.
 6. If permanent repair or replacement of warranted condition cannot be made immediately, due to weather conditions, availability of appropriate labor or materials, building occupancy, etc., Sealant Installer must make, or cause to be made, immediate temporary repairs to prevent any further damage, deterioration, or unsafe conditions. Permanent repair or replacement of warranted condition shall be scheduled as soon thereafter as practical, and with Owner's consent and approval.
 7. If Owner notifies Sealant Installer of warranted condition that requires immediate attention to prevent potential injury or damage, and Sealant Installer cannot or does not promptly inspect and repair same, either permanently or temporarily, then Owner may make, or cause to be made, such temporary repairs as may be essential and Sealant Installer will reimburse Owner for cost of such repairs. Such action will not relieve Sealant Installer of its obligation to perform any necessary permanent repairs, and Warranty shall remain in full force and effect for remaining portion of its original term.
 8. Sealant Installer shall provide equipment, labor, and material required to remedy warranted conditions, including repair or replacement of damage to other work resulting therefrom, and removal and replacement of other work required to access warranted condition. Additional required work will be at Sealant Installer's sole expense for full term of Warranty. Warranty includes removal and replacement of sealant-backer material and sealant.
 9. Warranty is recognized to be only Warranty of Sealant Installer on said Work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of sealant failure. Specifically, Warranty shall not operate to relieve Sealant Installer of responsibility for performance of original Work according to requirements of Contract Documents, regardless of whether Contract was directly with Owner or with Owner's General Contractor.

IN WITNESS THEREOF, and intending to be legally bound hereby, Sealant Installer has caused this document to be executed by undersigned, duly-authorized officer.

Corporate Seal:

(Sealant Installer)

By: _____

(Signature)

(Name)

(Date)

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

My commission expires _____

ADA Ramp Repair

IRS Project 17463

09 96 00 - 1 High Performance Coatings

Dane County

Dane County Job Center