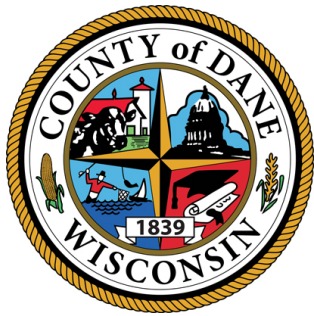


RFB NO. 322027



# **CONSTRUCTION DOCUMENTS PROJECT MANUAL**

DANE COUNTY DEPARTMENT OF ADMINISTRATION

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

**REQUEST FOR BIDS NO. 322027  
WINDOWS REPLACEMENT  
CITY-COUNTY BUILDING  
210 MARTIN LUTHER KING, JR. BLVD.  
MADISON, WISCONSIN**

**ISSUED FOR BIDS: NOVEMBER 21, 2022**

Due Date / Time: **WEDNESDAY, JANUARY 4, 2023 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

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

---

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

SCOTT CARLSON, PROJECT MANAGER  
TELEPHONE NO.: 608/266-4179  
E-MAIL: [CARLSON.SCOTT@COUNTYOFDANE.COM](mailto:CARLSON.SCOTT@COUNTYOFDANE.COM)

SECTION 00 01 07

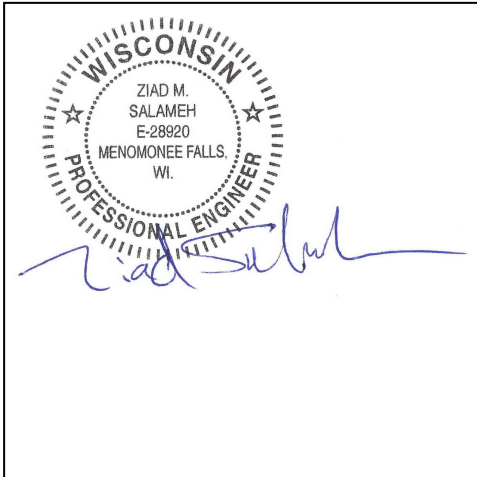
SEALS PAGE

**BID NO. 322027**

**PROJECT: WINDOWS REPLACEMENT  
CITY-COUNTY BUILDING**

**ARCHITECT**

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



A handwritten signature in blue ink that reads "Ziad Salameh".

Ziad Salameh - Registration No. 28920-6

Dated: November 21, 2022

END OF SECTION

SECTION 00 01 10

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- 00 01 07 - Seals Page
- 00 01 10 - Table of Contents
- 00 21 13 - Instructions to Bidders
- 00 41 13 - Bid Form
- 00 43 36 - Proposed Subcontractors List
- 00 52 96 - Sample Public Works Construction Contract
- 00 61 12 - Sample Bid Bond
- 00 61 13.13 - Sample Performance Bond
- 00 61 13.16 - Sample Payment Bond
- 00 72 13 - General Conditions of Contract
- 00 73 00 - Supplementary Conditions
- 00 73 11 - Fair Labor Practices Certification

**DIVISION 01 - GENERAL REQUIREMENTS**

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

**DIVISION 02 - EXISTING CONDITIONS**

- 02 80 00 - Facility Remediation

**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

- 07 60 00 - Flashing and Sheet Metal
- 07 92 00 - Joint Sealant

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- 08 51 13 - Aluminum Windows
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**DIVISION 09 - FINISHES**

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**DRAWINGS**

Plot drawings on 24" x 36" (ARCH D) paper for correct scale or size.

- W900 - Title Sheet
- W901 - East Elevation
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- W905 - Original Window Types
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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 December 14, 2022 at 1:00 p.m. at the City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI starting in entrance lobby. Attendance by all bidders is optional, however bidders and subcontractors are strongly encouraged to attend.
- D. Failure to visit site or failure to examine any and all Construction Documents will in no way relieve successful Bidder from necessity of furnishing any necessary materials or equipment, or performing any work, that may be required to complete the Work in accordance with Drawings and Specifications. Neglect of above requirements will not be accepted as reason for delay in the Work or additional compensation.

## **2. DRAWINGS AND SPECIFICATIONS**

- A. Drawings and Specifications that form part of this Contract, as stated in Article 1 of General Conditions of Contract, are enumerated in Document Index of these Construction Documents.
- B. Complete sets of Drawings and Specifications for all trades will be available to all Bidders, irrespective of category of work to be bid on, in order that all Bidders may be familiar with work of other trades as they affect their bid.

## **3. INTERPRETATION**

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

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

- A. Before award of Contract can be approved, Owner shall be satisfied that Bidder involved meets following requirements:
  - 1. Has completed at least three (3) projects of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications.
  - 2. Maintains permanent place of business.
  - 3. Can be bonded for terms of proposed Contract.
  - 4. Contractor and subcontractors shall meet all applicable Best Value Contractor requirements.
  - 5. Has record of satisfactorily completing past projects and supplies list of no more than three (3) most recent, similar projects where Contractor or selected Subcontractor has successfully field-assembled insulated glass units with separate window frames, with architect or engineer's and owner's names, addresses and telephone numbers for each project. Submit to Public Works Project Manager with Bid. Criteria which will be considered in determining satisfactory completion of projects by bidder will include:
    - a. Completed contracts in accordance with drawings and specifications.
    - b. Diligently pursued execution of work and completed contracts according to established time schedule unless Owner grants extensions.
    - c. Fulfilled guarantee requirements of construction documents.
    - d. Is not presently on ineligible list maintained by County's Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements.

- e. Authorized to conduct business in Wisconsin. By submitting Bid, bidder warrants that it has: complied with all necessary requirements to do business in State of Wisconsin; that persons executing contract on its behalf are authorized to do so; and, if corporation, that name and address of bidder's registered agent are as set forth in Contract. Bidder shall notify Owner immediately, in writing, of any change in its registered agent, their address, and bidder's legal status. For partnership, term "registered agent" shall mean general partner.
- B. County's Public Works Project Manager will make such investigations as are deemed necessary to determine ability of bidder to perform the Work, and bidder shall furnish to County's Public Works Project Manager or designee all such information and data for this purpose as County's Public Works Project Manager may request. Owner reserves right to reject Bid if evidence submitted by, or investigation of, bidder fails to satisfy Owner that bidder is responsible and qualified to carry out obligations of Contract and to complete the Work contemplated therein.

## **5. BID GUARANTEE**

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

## **6. WITHDRAWAL OF BIDS**

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

## 7. CONTRACT FORM

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

## 8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS

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

## 9. EMERGING SMALL BUSINESS PROVISIONS

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

2. Form B - Involvement;
  3. Form C - Contacts;
  4. Form D - Certification Statement (if appropriate); and
  5. Supportive documentation (i.e., copies of correspondence, telephone logs, copies of advertisements).
- F. **ESB Listing.** Bidders may solicit bids from *Dane County Targeted Business Directory* by going to this website. Do not click as a link; copy & paste address into a web browser.  
<https://equity.countyofdane.com/documents/PDFs/Targeted-Business-Directory.xlsx>
- G. **DBE Listing.** Bidders may also solicit bids from *State of Wisconsin DOT Disadvantaged Business Enterprise Unified Certification Program (DBE / UCP) Directory* by going to this website. These are not only transportation-related designers & contractors. Do not click as a link; copy & paste address into a web browser.  
<https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- H. **ESB Certification.** All contractors, subcontractors and suppliers seeking ESB certification must complete and submit Emerging Small Business Report to Dane County Contract Compliance Program.
- I. **Certification Statement.** If ESB firm has not been certified by County as ESB prior to submittal of this Bid, ESB Report cannot be used to fulfill ESB goal for this project unless firm provides “Form D - Certification Statement”. Certification statement must be completed and signed by ESB firm.
- J. **Questions.** Questions concerning Emerging Small Business provisions shall be directed to:  
  
[OEI@countyofdane.com](mailto:OEI@countyofdane.com)  
or  
Dane County Contract Compliance Specialist  
City-County Building, Room 356  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703  
608/266-4192
- K. **Substituting ESBs.** In event of any significant changes in subcontract arrangements or if need arises to substitute ESBs, Bidder shall report such proposed changes to Contract Compliance Specialist to making any official changes and request authorization to substitute ESB firm. Bidder further agrees to make every possible effort to replace ESB firm with another qualified ESB firm.
- L. **Good Faith Efforts.** Good faith efforts can be demonstrated by meeting all of these obligations:
1. Selecting portions of the Work to be performed by ESBs in order to increase likelihood of meeting ESB goal including, where appropriate, breaking down Contract into smaller units to facilitate ESB participation.
  2. Advertising in general circulation, trade associations and women / minority focus media concerning subcontracting opportunities.



3. Providing written notices to reasonable number of specific ESBs that their interest in Contract was being solicited in sufficient time to allow ESBs to participate effectively.
4. Following up on initial solicitations of interest by contacting ESBs within five (5) business days prior to Bid Due Date to determine with certainty whether ESB were interested, to allow ESBs to prepare bids.
5. Providing interested ESB with adequate information about Drawings, Specifications and requirements of Contract.
6. Using services of available minority, women and small business organizations and other organizations that provide assistance in recruitment of MBEs / WBEs / ESBs.
7. Negotiating in good faith with interested ESBs, not rejecting ESBs as unqualified without sound reason based on thorough investigation of their capabilities.
8. Submitting required project reports and accompanying documents to County's Contract Compliance Specialist within twenty-four (24) hours after Bid Due Date.

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

## 10. METHOD OF AWARD - RESERVATIONS

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

## 11. SECURITY FOR PERFORMANCE AND PAYMENTS

- A. Simultaneous with delivery of signed Contract, Bidder shall be required to furnish Performance and Payment Bonds as specified in Article 29 of General Conditions of Contract. 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 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](http://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 Applicable.

#### **17. UNIT PRICES**

- A. Not Applicable.

#### **18. COMMENCEMENT AND COMPLETION**

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

believed to justify granting of such request. Refer to Article 20 of General Conditions of Contract, titled "Time for Completion".

**19. WORK BY OWNER**

- A. Refer to 01 00 00 - General Requirements.

**20. SPECIAL HAZARDS COVERAGE**

- A. If hazardous materials abatement work is required by Construction Documents, successful Bidder shall provide necessary Pollution Insurance that specifically includes coverage for hazardous materials abatement work as called for under "Insurance" in 00 73 00 - Supplementary Conditions.

**FORM A**

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

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

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

\_\_\_\_\_

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

**BIDDER INFORMATION**

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

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

\_\_\_\_\_

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

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

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

**FORM B**

Page \_\_\_ of \_\_\_

**DANE COUNTY**

(Copy this Form as necessary to provide complete information)

**EMERGING SMALL BUSINESS REPORT - INVOLVEMENT**

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

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

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

ESB NAME: \_\_\_\_\_

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

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

\_\_\_\_\_

PHONE NO & EMAIL.: \_\_\_\_\_

\_\_\_\_\_

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

ESB NAME: \_\_\_\_\_

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

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

\_\_\_\_\_

PHONE NO & EMAIL.: \_\_\_\_\_

\_\_\_\_\_

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

**FORM C**

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

(Copy this Form as necessary to provide complete information)

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

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

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

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

**FORM D**

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

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

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

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

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

\_\_\_\_\_  
Date



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

SECTION 00 41 13

BID FORM

**BID NO. 322027**

**PROJECT: WINDOW REPLACEMENT  
CITY-COUNTY BUILDING**

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

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

**BASE BID - LUMP SUM:**

Dane County is inviting bids for construction services to replace windows in the City-County Building. The undersigned, having examined the site where the Work is to be executed and having become familiar with local conditions affecting the cost of the Work and having carefully examined the Drawings and Specifications, all other Construction Documents and Addenda thereto prepared by Dane County Public Works Engineering Division, hereby agrees to provide all expertise, 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

**LUMP SUM ALLOWANCE:**

Provide a lump sum allowance to be included in the Base Bid of one hundred seventy five thousand dollars (\$175,000.00). This allowance is only for any required remediation needed during the removal of existing windows in coordination with the County & the Architect / Engineer. Specification Section 02 80 00 - Facility Remediation has the project requirements. This lump sum allowance will be increased or decreased by change order, based on the actual costs incurred by the remediation subcontractor. Subcontractors bill(s) of lading & invoices will be required for payment.

One hundred seventy five thousand - - - - - and 00/100 Dollars  
Written Price

\$175,000.00  
Numeric Price

The undersigned agrees to add the alternate(s) portion of the Work as described, for the following addition(s) to or subtraction(s) from the Base Bid, as stipulated below.

**ALTERNATE BID 1 - LUMP SUM:**

Add price for providing additional window replacement. Refer to Alternate #1 on Sheets W900 through W908.

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

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

**ALTERNATE BID 2 - LUMP SUM:**

Add price for providing additional window replacement. Refer to Alternate #2 on Sheets W900 through W908.

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

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

**ALTERNATE BID 3 - LUMP SUM:**

Add price for providing additional window replacement. Refer to Alternate #3 on Sheets W900 through W908.

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

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

**ALTERNATE BID 4 - LUMP SUM:**

Add price for providing additional window replacement. Refer to Alternate #4 on Sheets W900 through W908.

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

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

**ALTERNATE BID 5 - NOT USED**

**ALTERNATE BID 6 - LUMP SUM:**

Add price for providing additional window replacement. Refer to Alternate #6 on Sheets W900 through W908.

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

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

**ALTERNATE BID 7 - LUMP SUM:**

Add price for providing additional window replacement. Refer to Alternate #7 on Sheets W900 through W908.

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

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

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

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

Dated \_\_\_\_\_

Dane County Facilities Management Division must have the Base Bid of this project completed by September 29, 2023 & the entire project including any Alternate Bids by October 25, 2023. Assuming this Work starts by February 14, 2023, what dates can you commence and complete this job?

Commencement Date: \_\_\_\_\_

Base Bid Completion Date: \_\_\_\_\_ Entire Project Completion Date: \_\_\_\_\_

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)

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

Title: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

END OF SECTION

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

**BID CHECK LIST:**

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

- Bid Form                       Bid Bond                       Fair Labor Practices Certification  
 Project Experience / Reference Summary

**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. Renewal is required every 36 months. Complete a *Best Value Contracting Application* online at:

[publicworks.countyofdane.com/bvc](http://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?](http://danepurchasing.com/Account/Login?)

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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. Best Value Contracting information & application is at [publicworks.countyofdane.com/bvc](http://publicworks.countyofdane.com/bvc).

SUBCONTRACTOR NAME	ADDRESS & PHONE NO.	DIVISION OF WORK	ESB (Y or N)	\$\$ 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





**COUNTY OF DANE**

**PUBLIC WORKS CONSTRUCTION CONTRACT**

Contract No. \_\_\_\_\_ Bid No. 322027

Authority: 2022 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 Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Window Replacement at the City-County Building [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;

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

1. CONTRACTOR agrees to construct, for the price of \$ \_\_\_\_\_ the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid Form, General Conditions of Contract, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by IBC Engineering Services / ZS, LLC (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 General 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 General Conditions of Contract, and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the General Conditions of Contract.

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. The intent of this Contract is to be a Contract solely between the parties hereto and for their benefit only. Do not construe any part of this Contract 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 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.

11. This Contract, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Contract and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or

not each party made such reproduction in the regular course of business. This term does not apply to the service of notices 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:**

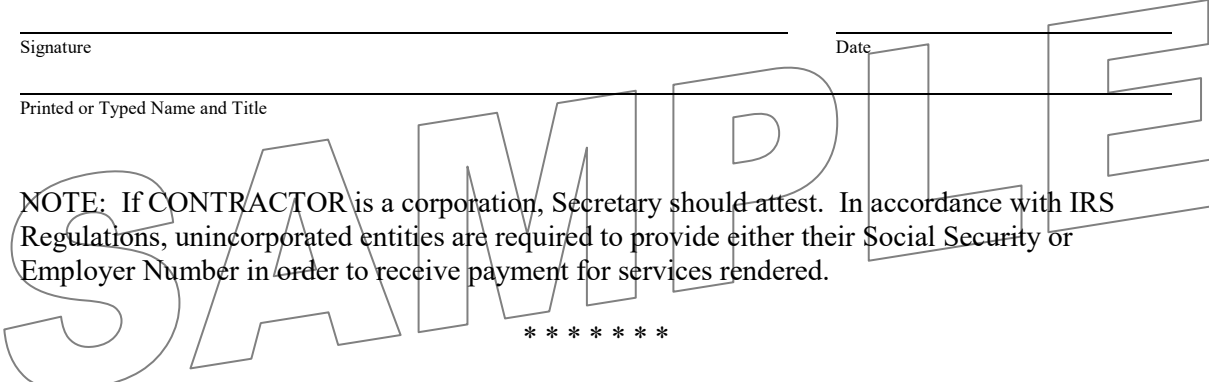
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
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 Public Works Director.

**FOR COUNTY:**

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

\_\_\_\_\_  
Scott McDonell, County Clerk Date

# AIA<sup>®</sup> Document A310<sup>™</sup> – 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 \_\_\_\_\_

_____	<i>(Contractor as Principal)</i>	_____	<i>(Seal)</i>
<i>(Witness)</i>	_____	_____	<i>(Title)</i>
	<i>(Surety)</i>	_____	<i>(Seal)</i>
<i>(Witness)</i>	_____	_____	<i>(Title)</i>

**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**

Company: \_\_\_\_\_

(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_

(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

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

SECTION 00 72 12

GENERAL CONDITIONS OF CONTRACT

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## **1. CONSTRUCTION DOCUMENTS**

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

## **2. DEFINITIONS**

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

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

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

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

- A. Unless otherwise specified, Contractor shall submit electronic copies of all Shop Drawings for each submission, until receiving final approval.

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

## **5. CUTTING AND PATCHING**

- A. Contractor shall be responsible for all cutting, fitting or patching required to make its parts fit together properly in the Work.
- B. Contractor shall not damage or endanger portion of the Work or fully or partially completed construction of County or separate contractors by cutting, patching or otherwise altering such

construction, or by excavation. Contractor shall not cut or otherwise alter such construction by County or separate contractor except with written consent of County and of such separate contractor; such consent shall not be unreasonably withheld. Contractor shall not withhold unreasonably from County or separate contractor, Contractor's consent to cutting or otherwise altering the Work.

## **6. CLEANING UP**

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

## **7. USE OF SITE**

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



## **8. MATERIALS AND WORKMANSHIP**

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

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

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

## **10. “OR EQUAL” CLAUSE**

- A. Whenever equipment or materials are identified on Drawings or in Specifications by reference to manufacturer’s or vendor’s name, trade name, catalog number, and other identifying information, it is intended to establish standards; and any equipment or material of other manufacturers and vendors which will perform adequately duties imposed by general design will be considered equally accepted provided equipment or material so proposed is, in opinion of Architect / Engineer, of equal substance and function. Architect / Engineer and Department shall provide written approval before Contractor may purchase or install it.
- B. Equipment or materials of manufacturers, other than those named, may be used only upon following conditions:
  - 1. That, in opinion of Architect / Engineer and Department, proposed material or equipment item is fully equal or superior (in design, materials, construction, workmanship,

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

## **11. PATENTS AND ROYALTIES**

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

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

- A. Department will furnish to Contractor all site, topography and property surveys necessary for execution of the Work.
- B. Contractor shall procure all permits, licenses and approvals necessary for execution of this Contract.

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

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

- A. Contractor shall provide and pay for all materials, labor, tools, equipment, transportation and superintendence necessary to execute, complete and deliver the Work within specified time. Contractor agrees to secure at their own expense all personnel necessary to carry out the Work. Such personnel shall not be deemed County employees nor shall they have or be deemed to have any direct contractual relationship with County.
- B. Performance of any work necessary after regular working hours, on Sundays or Legal Holidays shall be without additional expense to County. Performance of any work at site at other than normal working hours must be coordinated with Public Works Project Manager.
- C. Contractor shall furnish, erect, maintain and remove such temporary works as may be required.
- D. Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of Construction Documents.
- E. At the Work site, Contractor shall give personal superintendence to the Work or shall employ construction superintendent or foreman, experienced in character of work covered by Contract, who shall have full authority to act for Contractor. Understand that such superintendent or foreman shall be acceptable to Architect / Engineer and Department.
- F. Remove from project or take other corrective action upon notice from Architect / Engineer or Department for Contractor's employees whose work is considered by Architect / Engineer or Department to be unsatisfactory, careless, incompetent, unskilled or otherwise objectionable.
- G. Contractor and subcontractors shall be required to conform to Labor Laws of State of Wisconsin and various acts amendatory and supplementary thereto and to other laws, ordinances and legal requirements applicable to the Work.
- H. Presence and observation of the Work by Architect / Engineer or Public Works Project Manager shall not relieve Contractor of any obligations.

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

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

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

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

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

- A. Authorized representatives and agents of County government shall have access at all times to the Work wherever it is in preparation or progress and Contractor shall provide facilities for such access and for inspection.
- B. Should it be considered necessary or advisable at any time before final acceptance of the Work to make examination of work already completed, by removing or tearing out same, Contractor shall upon request, promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any aspect, due to fault of Contractor or subcontractors thereof, Contractor shall assume all expenses of such examination and of satisfactory reconstruction. Contractor will be reimbursed for such examination and replacement in accordance with Article 18 - A.3., of these General Conditions of Contract if such work is found to meet requirements of Contract.
- C. If Specifications, Architect / Engineer's, or Public Works Project Manager's instructions require any work to be specially tested or approved, Contractor shall give Architect / Engineer and Public Works Project Manager timely notice of its readiness for testing or inspection. Test all materials and equipment requiring testing in accordance with accepted or specified standards, as applicable. Architect / Engineer shall recommend laboratory or inspection agency and Department will select and pay for all initial laboratory inspection services. Should retesting be required, due to failure of initial testing, cost of such retesting shall be borne by Contractor.
- D. Cost of any testing performed by manufacturers or Contractor for substantiating acceptability of proposed substitution of materials and equipment, or necessary conformance testing in conjunction with manufacturing processes or factory assemblage, shall be borne by Contractor or manufacturer responsible.

## 17. REPORTS, RECORDS AND DATA

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

## 18. CHANGES IN THE WORK

- A. Make no changes, except in cases of emergency, in the Work covered by approved Construction Documents without having prior written approval of Department. Charges or credits for the Work covered by approved change shall be determined by one of these methods:
1. Unit bid prices previously approved.
  2. Agreed lump sum based on actual cost of:
    - a) Labor, including foremen, and all fringe benefits that are associated with their wages.
    - b) Materials entering permanently into the Work.
    - c) Ownership or rental cost of construction tools and equipment during time of use on extra work.
    - d) Power and consumable supplies for operation of power equipment.
    - e) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance.
    - f) Social Security and old age and unemployment contributions.
    - g) Add to cost under (2), fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of actual cost of work performed with their own labor force. Fee shall be compensation to cover cost of supervision, overhead, bond, profit and any other general expense.
    - h) On that portion of the Work under (2) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense.
    - i) Department may require correct amount of costs with supporting vouchers; Contractor shall keep and present in such form as directed.
  3. Cost-plus work, with not-to-exceed dollar limit, based on actual cost of:
    - a) Labor, including foremen, and all fringe benefits that are associated with their wages.
    - b) Materials entering permanently into the Work.
    - c) Ownership or rental cost of construction tools and equipment during time of use on extra work. Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment.
    - d) Power and consumable supplies for operation of power equipment.
    - e) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance.
    - f) Social Security and old age and unemployment contributions.
    - g) To cost under (3), there shall be added fixed fee to be agreed upon but not to exceed fifteen percent (15%) of actual cost of work performed with their own labor force. Fee shall be compensation to cover cost of supervision, overhead, bond, profit, and any other general expense.
    - h) On that portion of the Work under (3) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense.
    - i) Contractor shall keep and present, in such form as directed, correct amount of cost together with such supporting vouchers as may be required by Department.

- B. If Contractor claims that by any instructions given by Architect / Engineer, Department, by drawings or otherwise, regarding performance of the Work or furnishing of material under Contract, involves extra cost, Contractor shall give Department written notice of cost thereof within two (2) weeks after receipt of such instructions and in any event before proceeding to execute work, unless delay in executing work would endanger life or property.
- C. No claim for extra work or cost shall be allowed unless it was done in pursuance of written Change Order from Architect / Engineer and approved by Department, as previously mentioned, and claim presented with payment request submitted after changed or extra work is completed.
- D. Negotiation of cost for change in the Work shall not be cause for Contractor to delay prosecution of the Work when authorized in writing by Public Works Project Manager to proceed.

## **19. EXTRAS**

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

## **20. TIME FOR COMPLETION**

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

## **21. CORRECTION OF WORK**

- A. All work, all materials whether incorporated in the Work or not, and all processes of manufacture shall at all times and places be subject to inspection of Architect / Engineer and Public Works Project Manager who shall be judge of quality and suitability of the Work, materials, and processes of manufacture for purposes for which they are used. If they fail to meet Architect / Engineer's and Public Works Project Manager's approval, they shall be reconstructed, made good, replaced or corrected, by Contractor at Contractor's expense. Immediately remove all rejected material from site.
- B. If Contractor defaults or neglects to carry out the Work in accordance with Construction Documents or fails to perform any provision of Contract, Department may, after ten (10) 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 Contractor's payments then or thereafter, cost of correcting such deficiencies, including cost of Architect / Engineer's additional services made necessary by such default, neglect or failure.

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

- A. If Contractor encounters subsurface or latent conditions at site materially differing from those shown on Drawings or indicated in Specifications, Contractor shall immediately give notice to Architect / Engineer and Public Works Project Manager of such conditions before they are disturbed. Architect / Engineer will thereupon promptly investigate conditions, and if Architect / Engineer finds that they materially differ from those shown on Drawings or indicated in Specifications, Architect / Engineer will at once make such changes as necessary,

any increase or decrease of cost resulting from such changes to be adjusted in manner provided in above Article 18 entitled "Changes in the Work".

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

- A. In event that any provisions of this Contract are violated by Contractor or by any subcontractors, County may serve written notice upon Contractor and Surety of its intention to terminate Contract, such notice to contain reasons for such intention to terminate Contract, and unless within ten (10) 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.
- B. In event of any such termination, County shall immediately serve notice thereof upon Surety and Contractor, and Surety shall have right to take over and perform Contract subject to County's approval; provided, however, that if Surety does not commence performance thereof within ten (10) 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, at expense of Contractor; Contractor and Surety shall be liable to County for any excess cost occasioned County thereby, and in such event County may take possession of and utilize in completing the Work, such materials and equipment as may be on the Work site and therefore necessary.

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

- A. Contractor shall be responsible for Construction Schedule and coordination. Immediately after execution and delivery of Contract and before making first payment, Contractor shall notify all subcontractors to furnish all required information to develop Construction Schedule. Contractor and all subcontractors associated with the Work shall furnish following information from each Division of Specifications:
  - 1. List of construction activities;
  - 2. Start, finish and time required for completion of each activity;
  - 3. Sequential relationships between activities;
  - 4. Identify all long lead-time items, key events, meetings or activities such as required submittals, fabrication and delivery, procurement of materials, installation and testing;
  - 5. Weekly definition of extent of work and areas of activity for each trade or Subcontract; and
  - 6. Other information as determined by Public Works Project Manager.
- B. In addition to above requested items, Contractor shall request delivery dates for all County-furnished equipment, materials or labor. This shall include any work handled by Department under separate contracts such as asbestos abatement, air and water balancing, etc. Indicate on Construction Schedule these associated delivery and installation dates.
- C. Progress Reporting:
  - 1. Contractor shall update and publish Construction Schedule on monthly basis. Revisions to Schedule shall be by Contractor and made in same detail as original Schedule and accompanied by explanation of reasons for revision; and shall be subject to approval by Department.
  - 2. Failure of Contractor to keep Schedule in updated format shall result in County hiring firm specializing in construction schedule development and deducting those costs associated with updating process from payments due Contractor.
  - 3. Contractor shall submit show actual percentage of each activity completed, estimated future progress, and anticipated completion time.

- D. Responsibility for timely completion requires:
1. Contractor and subcontractors understand that performance of each is interdependent upon performance of others.
  2. Whenever it becomes apparent from current schedule, that phasing or progress completion dates will not be met, Contractor must take some or all following actions at no additional cost to County:
    - a) Increase construction labor in such quantities and crafts as will eliminate backlog of work.
    - b) Increase number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination of foregoing to eliminate backlog of work.
    - c) Reschedule work (yet remain in conformance with Drawings and Specifications).
  3. Prior to proceeding with any of above actions, Contractor shall notify Public Works Project Manager.
- E. Maintain current Construction Schedule at all times. Revise Construction Schedule in same detail as original and accompany with explanation of reasons for revision. Schedule shall be subject to approval by Architect / Engineer and Public Works Project Manager.

## **25. PAYMENTS TO CONTRACTOR**

- A. Contractor shall provide:
1. Detailed estimate giving complete breakdown of contract price by Specification Division; and
  2. Periodic itemized estimates of work done for purpose of making partial payments thereon.
- B. Submit these estimates for approval first to Architect / Engineer, then to Public Works Project Manager. Costs employed in making up any of these schedules are for determining basis of partial payments and not considered as fixing basis for additions to or deductions from Contract price.
- C. County will make partial payments to Contractor for value, proportionate to amount of Contract, of all labor and material incorporated in the Work during preceding calendar month upon receipt of Application and Certificate for Payment form from Architect / Engineer and approval of Department.
- D. Contractor shall submit for approval first to Architect / Engineer, and then to Public Works Project Manager all Application and Certificate for Payment forms. If requested, support Application and Certificate for Payment with such additional evidence as may be required, showing Contractor's right to payment claimed.
- E. Application and Certificate for Payment for preparatory work and materials delivered and suitably stored at site to be incorporated into the Work at some future period, will be given due consideration. Requesting payment for materials stored off site, may be rejected, however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered, conditional upon submission by Contractor of bills of sale, photographs and such other procedures as will adequately protect County's interest such as storage in bonded warehouse with adequate coverage. If there is any error in payment, Contractor is obligated to notify Department immediately, but no longer than ten (10) business days from receipt of payment.



- F. Payments by County will be due within forty-five (45) business days after receipt by Department of Application and Certificate for Payment.
- G. County will retain five percent (5%) of each Application and Certificate for Payment until final completion and acceptance of all the Work covered by Contract. However, any time after fifty percent (50%) of the Work has been furnished and installed at site, County will make remaining payments in full if Architect / Engineer and Public Works Project Manager find that progress of the Work corresponds with Construction Schedule. If Architect / Engineer and Public Works Project Manager find that progress of the Work does not correspond with Construction Schedule, County may retain up to ten percent (10%) of each Application and Certificate for Payment for the Work completed.
- H. All material and work covered by partial payments made shall become sole property of County, but this provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made, or restoration of any damaged work, or as waiver of right of County to require fulfillment of all of terms of Contract.
- I. County will make final payment within sixty (60) calendar days after final completion of the Work, and will constitute acceptance thereof.
- J. County may make payment in full, including retained percentages and less authorized deductions, upon completion and acceptance of each Division where price is stated separately in Contract.
- K. Every contractor engaged in performance of any contract for Department of Administration - Public Works Engineering Division 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.

## **26. WITHHOLDING OF PAYMENTS**

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

- D. At Department's request, Contractor shall furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged or waived.

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

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

## **28. PAYMENTS BY CONTRACTOR**

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

## **29. CONTRACT SECURITY**

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

## **30. ASSIGNMENTS**

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

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

- A. If, through acts of neglect on part of Contractor or any subcontractor shall suffer loss or damage on the Work, Contractor agrees to settle with such subcontractor by agreement or arbitration if such other subcontractor will so settle. If such subcontractor shall assert any

claim against County on account of any damage alleged to have been sustained, Department shall notify Contractor, who shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives against any such claim.

### **32. SEPARATE CONTRACTS**

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

### **33. SUBCONTRACTS**

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

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

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

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

- A. Architect / Engineer is retained by, and is responsible to Department acting for County.
- B. Architect / Engineer shall determine amount, quality, acceptability, and fitness of several kinds of work and materials that are provided under this Contract and shall decide all questions that may arise in relation to said work and construction thereof.
- C. Architect / Engineer shall decide meaning and intent of any portion of Specifications and of any Drawings where they may be found obscure or be in dispute.
- D. Architect / Engineer shall provide responsible observation of construction. Architect / Engineer has authority to stop the Work whenever such stoppage may be necessary to insure proper execution of Construction Documents.
- E. Architect / Engineer shall be interpreter of conditions of Construction Documents and judge of its performance.
- F. Within reasonable time, Architect / Engineer shall make decisions on all matters relating to progress of the Work or interpretation of Construction Documents.
- G. Architect / Engineer's decisions are subject to review by Public Works Project Manager.

#### **36. STATED ALLOWANCES**

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

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

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

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

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

### **39. GENERAL GUARANTEE**

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

### **40. CONFLICTING CONDITIONS**

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

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

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

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

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

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

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

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

#### **44. COMPLIANCE WITH FAIR LABOR STANDARDS**

- A. During term of this Contract, Contractor shall report to County Contract Compliance 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."

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

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

#### **46. CLAIMS**

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

## 47. ANTITRUST AGREEMENT

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

## 48. INSURANCE

A. Contractor Carried Insurance:

1. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this Article and has provided evidence of such insurance to Risk Manager, 425 City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703. Contractor shall not allow any subcontractor to commence work until insurance required of subcontractor has been so obtained and approved. Company providing insurance must be licensed to do business in Wisconsin.
2. Worker's Compensation Insurance:
  - a) Contractor shall procure and shall maintain during life of this Contract, Worker's Compensation Insurance as required by statute for all of Contractor's employees engaged in work at site of project under this Contract and, in case of any such work sublet, Contractor shall require subcontractor similarly to provide Worker's Compensation Insurance for all of latter's employees to be engaged in such work unless such employees are covered by protection afforded by Contractor's Worker's Compensation Insurance.
  - b) If any claim of employees engaged in hazardous work on project under this Contract is not protected under Worker's Compensation Statute, Contractor shall provide and shall cause each subcontractor to provide adequate Employer's Liability Insurance for protection of such of Contractor's employees as are not otherwise protected.
3. Contractor's Public Liability and Property Damage Insurance:
  - a) Contractor shall procure and maintain during life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in amount not less than \$1,000,000 bodily injury, including accidental death, to any one person, and subject to same limit for each person, in amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in amount not less than \$1,000,000 or combined single limit of at least \$1,000,000 with excess coverage over and above general liability in amount not less than \$5,000,000. Contractor shall add "Dane County" as additional insured for each project.
  - b) Contractor's Public Liability and Property Damage Insurance shall include Products, Completed Operation, and Contractual Liability under Insurance Contract. "Contractor shall in all instances save, defend, indemnify and hold harmless County and Architect / Engineer against all claims, demands, liabilities, damages or any other costs which may accrue in prosecution of the Work and that Contractor will save, defend, indemnify and hold harmless County and Architect / Engineer from all damages caused by or as result of Contractor's operations" and each shall be listed as additional insured on Contractor's and subcontractors' insurance policies.
  - c) Obligations of Contractor under Article 50.A.2.b) shall not extend to liability of Architect / Engineer, agents or employees thereof, arising out of:
    - 1) Preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or



- 2) Giving of or failure to give directions or instructions by Architect / Engineer, agents or employees thereof provided such giving or failure to give is primary cause of injury or damage.
- d) Contractor shall procure and shall maintain during life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000 each accident single limit, bodily injury and property damage combined with excess coverage over and above general liability in amount not less than \$5,000,000.
- e) Contractor shall either:
  - 1) Require each subcontractor to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or
  - 2) Insure activities of subcontractors in Contractor's own policy.
4. Scope of Insurance and Special Hazards: Insurance required under Article 50.A.2 & 50.A.3. hereof shall provide adequate protection for Contractor and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by insured or by anyone directly or indirectly employed by insured and also against any of special hazards which may be encountered in performance of this Contract as enumerated in Supplementary Conditions.
5. Proof of Carriage of Insurance: Contractor shall furnish Risk Manager with certificates showing type, amount, class of operations covered, effective dates, dates of expiration of policies and "Dane County" listed as additional insured. Such certificates shall also contain (substantially) following statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) business days written notice has been received by Risk Manager."

**B. Builder's Risk:**

1. 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.

**C. Indemnification / Hold Harmless:**

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

3. Obligations of Contractor under this Contract shall not extend to liability of Architect / Engineer, its agents or employees arising out of:
  - a) Preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or
  - b) Giving of or failure to give directions or instruction by Architect / Engineer, its agents or employees provided such giving or failure to give is primary cause of injury or damage.
4. Dane County shall not be liable to Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

**49. WISCONSIN LAW CONTROLLING**

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


END OF SECTION

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

1. APPLICATION & CERTIFICATE FOR PAYMENT

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


**AIA Document G702™ – 1992**

**Application and Certificate for Payment**

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

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**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ \_\_\_\_\_

2. NET CHANGE BY CHANGE ORDERS ..... \$ \_\_\_\_\_

3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ \_\_\_\_\_

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

5. RETAINAGE:

a. % of Completed Work  
(Columns D + E on G703) ..... \$ \_\_\_\_\_

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

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

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

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

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

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

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

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

CONTRACTOR:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
State of: \_\_\_\_\_  
County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:  
My commission expires: \_\_\_\_\_

---

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_  
*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

ARCHITECT:  
By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Continuation Sheet**

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. In tabulations below, amounts are in US dollars. Use Column I on Contracts where variable retainage for line items may apply.

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD				
GRAND TOTAL								

**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.

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**2. BEST VALUE CONTRACTING**

- A. The Dane County Public Works Engineering Division requires contractors & subcontractors to be a Best Value Contractor (BVC) before hiring. Contractor & subcontractor should immediately complete application. 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.
- B. 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 Public Works Engineering Division 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.
- C. No contracts are 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 contractor or subcontractor is 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/>.
- D. Fill out the BVC Application at the Public Works Engineering Division web site ([publicworks.countyofdane.com/bvc](http://publicworks.countyofdane.com/bvc)).

- E. Exemptions to qualification:
  - 1. Contractors performing work that does not apply to an apprenticeable trade is the only reason for claiming an exemption if not an active Wisconsin Trades Trainer.

### 3. INSURANCE

- A. **Contractor Carried Insurance.** In order to protect itself and the County, Contractor shall not commence work under this Contract until obtaining all required insurance and the 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. **Pollution Insurance Policy**  
Contractor shall procure and maintain during life of this Contract, Pollution Insurance Policy in amount of at least \$1,000,000 per occurrence, \$5,000,000 aggregate.

### 4. ASBESTOS DISPOSAL PROCEDURES

- A. Asbestos disposal requires strict adherence to federal, state and local regulations and requirements.
- B. Chapter 41.80(4) of Dane County Ordinances prohibits disposal of any toxic substance at Dane County Landfill without prior written permission.
- C. Any violation of disposal regulations and requirements will result in being prohibited from using Dane County Landfill for asbestos waste disposal and will result in fines according to limits set in Chapter 41 (Solid Waste Management) of Dane County Ordinances.
- D. Please refer to, but do not use, attached **sample** Asbestos Disposal Permit. You will not be allowed to dispose of asbestos waste without submitting **official** Asbestos Disposal Permit, only available from Dane County Waste & Renewables website:  
<https://landfill.countyofdane.com/services/landfill>.
- E. For complete information on asbestos disposal procedures or if you should have any questions, contact Dane County Landfill Scale Attendant at 608/838-9555.

END OF SECTION

**SAMPLE ONLY - NOT FOR SUBMITTAL**



**DANE COUNTY DEPARTMENT OF WASTE & RENEWABLES  
ASBESTOS DISPOSAL PERMIT**

**DATE OF DISPOSAL:** \_\_\_\_\_ (PLEASE EMAIL PRIOR TO DATE OF DISPOSAL AND BRING COMPLETED PERMIT ON DATE OF DISPOSAL)

**SOURCE OF ASBESTOS:**

Home/business owner \_\_\_\_\_  
 Site Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**REMOVAL CONTRACTOR:** Check if same as above

Name: \_\_\_\_\_  
 Business Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

**ASBESTOS HAULER:** Check if same as above

Name: \_\_\_\_\_  
 Business Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Driver's Printed Name: \_\_\_\_\_

**MATERIAL DETAILS:** Include volume of each type of material, follow instructions for disposal:

MATERIAL TYPE	NUMBER OF BAGS	APPROXIMATE VOLUME (cubic yards)	REQUIREMENTS FOR DELIVERY
Friable:			<ul style="list-style-type: none"> <li>• Double Bagged</li> <li>• Wetted</li> <li>• Sealed</li> </ul>
Non-Friable:			<ul style="list-style-type: none"> <li>• Bagged or Contained</li> <li>• Wetted</li> </ul>
Non Friable (Cat II):			<ul style="list-style-type: none"> <li>• Wetted</li> </ul>

**TO BE COMPLETED BY DANE COUNTY**

**Landfill Scale Attendant:**  
 Date of Disposal: \_\_\_\_\_ Transaction No: \_\_\_\_\_ Weight: \_\_\_\_\_  
 Copy Given to Asbestos Hauler: Yes  No:   
 Discrepancies: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

LANDFILL SCALE HOUSE - 7102 US HWY 12, MADISON WI, 53718 - (608) 838-9555  
 BILLING - 1919 ALLIANT ENERGY CENTER WAY, MADISON WI, 53713  
\*H:108-RODEFELD\Special Waste\Asbestos\New Asbestos Permit.docx

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](http://www.nlr.gov) and [werc.wi.gov](http://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

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SECTION 01 00 00

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

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

#### 40. As-Built and Record Drawings and Specifications

##### 1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to provide window replacements in the City-County Building.
- B. Work by Owner:
  - 1. Removal of one representative window (first floor, W. Wilson St. side) to facilitate review of openings & test for any asbestos containing materials.
  - 2. Coordinating & staging all staff movement in the Building to facilitate Contractor's work.
- C. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work and facility occupancy. Provide Public Works Project Manager with copies of all permits.

##### 1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by others and work by Owner.
- B. Contractors or Subcontractors shall not visit the site if they are or have recently been ill.

##### 1.4 APPLICATIONS FOR PAYMENT

- A. Submit each Application for Payment on AIA G702™ and G703™ forms or approved contractors invoice form. Contractor shall have these forms notarized and signed.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.
- D. Submit Applications for Payment to Architect / Engineer electronically for initial approval. Architect / Engineer will forward approved copies to Owner who will also approve & process for payment.

##### 1.5 CHANGE PROCEDURES

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

##### 1.6 ALTERNATES

- A. Owner shall review and accept or reject alternates as described & quoted on Bid Form.
- B. Coordinate related work and modify surrounding work as required.

C. Schedule of Alternates: refer to Bid Form & drawing set.

#### 1.7 LUMP SUM ALLOWANCES FOR WORK

A. Include in Base Bid lump sum allowance of \$175,000.00 for any required remediation needed during the removal of existing windows. Allowance shall include all necessary labor, equipment, materials, plus cost for delivery, installation, insurance, overhead, profit and applicable taxes. Coordinate this with Public Works Project Manager & Architect / Engineer. Section 02 80 00 - Facility Remediation has project requirements.

#### 1.8 COORDINATION

- A. Coordinate scheduling, submittals, and work of various sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings.
- D. Refer to Drawings for recommended work sequence and duration.
- E. Contractor shall provide Public Works Project Manager with work plan that ensures the Work's completion within required time & schedule.
- F. Construct work in stages to accommodate Dane County & City of Madison operations. All activities shall be coordinated one (1) week (minimum) in advance with Public Works Project Manager unless noted otherwise in these specifications.
- G. Public Works Project Manager may choose to photograph or videotape site or workers as the Work progresses.

#### 1.9 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching new work; restore work with new Products.
- B. Submit written request in advance of cutting or altering structural or building enclosure elements.
- C. Fit work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- D. Refinish surfaces to match adjacent finishes.

#### 1.10 CONFERENCES

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

#### 1.11 PROGRESS MEETINGS

- A. Day & time of progress meetings to be determined at pre-construction meeting.
- B. General Contractor shall schedule and administer meetings throughout progress of the Work at minimum of one (1) per week, involving Public Works Project Manager, Dane County staff, City of Madison staff & other individuals as required.
- C. General Contractor shall preside at meetings, record minutes, and distribute copies within two (2) business days to those attending & those affected by decisions made.
- D. Attendance at progress meetings by General Contractor, subcontractors, or their authorized representative, is mandatory.
- E. Contractors shall give verbal reports of progress on the Work, discuss schedule for upcoming period and present all conflicts, discrepancies or other difficulties for resolution.

#### 1.12 JOB SITE ADMINISTRATION

- A. Contractor shall have project superintendent on site minimum of six (6) hours per week during progress of the Work.
- B. Contractor shall not change their project superintendent or project manager for duration of the Work without written permission of Public Works Project Manager.
- C. Architect / Engineer shall have representative on site regularly during progress of the Work.

#### 1.13 SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, Subcontractor or supplier and pertinent Construction Documents references.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction work, and coordination of

information is in accordance with requirements of the Work and Construction Documents.

- C. Identify variations from Construction Documents and Product or system limitations that may be detrimental to successful performance of completing the Work.
- D. Revise and resubmit submittals as required; identify all changes made since previous submittal.

#### 1.14 PROPOSED PRODUCTS LIST

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

#### 1.15 SHOP DRAWINGS

- A. Submit copies to Contractor, Architect / Engineer & Public Works Project Manager.

#### 1.16 PRODUCT DATA

- A. Submit copies to Contractor, Architect / Engineer & Public Works Project Manager.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.

#### 1.17 SAMPLES

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

#### 1.18 MANUFACTURERS' INSTRUCTIONS

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

#### 1.19 MANUFACTURERS' CERTIFICATES

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

1.20 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

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

1.21 REFERENCES

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

1.22 INTERIOR ENCLOSURES

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

1.23 PROTECTION OF INSTALLED WORK

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

1.24 PARKING

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

1.25 STAGING AREAS

- A. Coordinate staging areas with Public Works Project Manager prior to starting the Work.
- B. On-site space for use as staging areas and storage of materials is limited and will be apportioned among various Contractors as their needs dictate with due regard for storage

requirements of each Contractor. Each Contractor shall be responsible for safety of equipment and materials that are stored on site.

#### 1.26 OCCUPANCY DURING CONSTRUCTION AND CONDUCT OF WORK

- A. We ask Contractors to not work at facility if they are ill with something contagious.
- B. All Contractors shall leave work areas in conditions; such that area can be occupied immediately upon leaving area.
- C. All Dane County property prohibits smoking.
- D. Areas of existing facility are occupied during period when the Work is in progress. Work may be done during normal business hours (8:00 am to 4:30 pm), but confer with Owner, schedule work and store materials so as to interfere as little as possible with normal use of premises. Work performed on Saturday shall be by permission of Owner. Notify Owner when coring or similar noise making work is to be done and obtain Owner's written approval of schedule. If schedule is not convenient for Owner, reschedule and resubmit new times for Owner approval. Coring of floor along with other noisy work may have to be done on second and third shifts.
- E. Work shall be done and temporary facilities furnished so as not to interfere with access to any occupied area and so as to cause least possible interference with normal operation of facility or any essential service thereof.
- F. At all times Contractor shall provide approved, safe walkways and facility entrances for use by Owner, employees and public.
- G. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this Contract is to be performed.
- H. Each Contractor shall arrange with Owner to make necessary alterations, do new work, make connections to all utilities, etc., and at such times as will not cause interruption of utility services to facility. Contractor doing this work shall protect, cap, cut off and / or replace and relocate existing pipes, electrical work and other active utilities encountered which may interfere with new construction work.
- I. New work in extension of existing work shall correspond in all respects with that to which it connects or similar existing work unless otherwise indicated or specified.
  - 1. Existing work shall be cut, altered, removed or replaced as necessary for performance of Contract obligations.
  - 2. Work remaining in place, damaged or defaced by reason of work done under this Contract shall be restored equal to its condition at time of Award of Contract.
  - 3. If removal of work exposes discolored or unfinished surfaces or work out of alignment, such surfaces shall be refinished or materials replaced as necessary to make continuous work uniform and harmonious.
- J. Contractor is not responsible for providing & maintaining temporary toilet facilities.

- K. Owner reserves right at any time to dismiss from premises any Contractor or construction personnel that do not uphold requirements of this Section.
- L. 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.

#### 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.

#### 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 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 Project Manager shall be identified in addenda to all bidding contractors.



- C. Requests for material or product substitutions submitted after Bid Due Date shall not 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 up to seven (7) business days prior to date of Bid Due Date.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Construction Documents.
- C. Limit each request to one (1) proposed Substitution for Public Works Project Manager's consideration.
- D. 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. Submit written certification that Construction Documents have been reviewed, the Work has been inspected, and the Work is complete in accordance with Construction Documents and ready for Public Works Project Manager's inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum / Price, previous payments, and amount remaining due.

1.36 FINAL CLEANING

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

1.37 ADJUSTING

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

1.38 OPERATION AND MAINTENANCE MANUAL

- A. Provide two (2) bound, hard-copy operation and maintenance manuals that include all systems, materials, products, equipment, mechanical and electrical equipment and systems supplied and installed in the Work. Provide electronic version of operation and maintenance manual also.

1.39 SPARE PARTS AND MAINTENANCE MATERIALS

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

1.40 AS-BUILT AND RECORD DRAWINGS AND SPECIFICATIONS

- A. Contractor-produced Drawings and Specifications shall remain property of Contractor whether Project for which they are made is executed or not. Contractor shall furnish Architect / Engineer with original marked up redlines of Construction Documents' drawings and specifications that shall include all Addendums, Change Orders, Construction Bulletins, Field Directives, on-site changes, field corrections, etc. These are project As-Built Drawings & Specifications.
- B. Architect / Engineer shall update original Construction Documents to include all Addendums & any other changes including those provided by Contractor in As-Built Drawings & Specifications. These updates are project Record Drawings & Specifications.
- C. Architect / Engineer shall furnish Public Works Project Manager with Record Drawings as detailed in Professional Services Agreement.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01 74 19

### CONSTRUCTION WASTE MANAGEMENT, DISPOSAL & RECYCLING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Summary
  - 2. Waste Management Goals
  - 3. Construction and / or Demolition Waste Management
  - 4. Waste Management Plan
  - 5. Reuse
  - 6. Recycling
  - 7. Materials Sorting and Storage On Site
  - 8. Lists of Recycling Facilities Processors and Haulers
  - 9. Waste Management Plan Form
- B. Related Sections:
  - 1. Section 01 00 00 - General Requirements
  - 2. Section 02 80 00 - Facility Remediation

##### 1.2 WASTE MANAGEMENT GOALS

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

##### 1.3 CONSTRUCTION AND / OR DEMOLITION WASTE MANAGEMENT

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

##### 1.4 WASTE MANAGEMENT PLAN

- A. Contractor shall develop Waste Management Plan (WMP) for this project. Contact the Dane County Special Projects & Materials Manager with questions. Outlined in RECYCLING section of this specification are examples of materials that can be recycled or reused as well as recommendations for waste sorting methods.
- B. Contractor shall complete WMP and include cost of recycling / reuse in Bid. Submit WMP to Public Works Project Manager within fifteen (15) business days of Bid Due date. Copy of blank WMP form is in this Section. Submittal shall include cover letter and WMP form with:

1. Information on:
  - a. Types of waste materials produced as result of work performed on site;
  - b. Estimated quantities of waste produced;
  - c. Identification of materials with potential to be recycled or reused;
  - d. How materials will be recycled or reused;
  - e. On-site storage and separation requirements (on site containers);
  - f. Transportation methods; and
  - g. Destinations.

#### 1.5 REUSE

- A. Contractors and subcontractors are encouraged to reuse as many waste materials as possible. Investigate salvage for materials not reusable on site.

#### 1.6 RECYCLING

- A. These materials may be recycled at Dane County Construction & Demolition Recycling Facility:
  1. Wood.
  2. Wood Pallets.
  3. PVC Plastic (pipe, siding, etc.).
  4. Bricks & Masonry.
  5. Cardboard.
  6. Metal.
  7. Unpainted Gypsum Drywall.
- B. These materials can be recycled elsewhere in Dane County area:
  1. Fluorescent Lamps.
  2. Foam Insulation & Packaging (extruded and expanded).
  3. Barrels & Drums.
  4. Glass.
- C. All materials must be recycled at WDNR permitted waste processing facilities that adhere to all State Statutes.

#### 1.7 MATERIALS SORTING AND STORAGE ON SITE

- A. Contractor shall provide separate containers for recyclable materials. Number of containers will be dependent upon project and site conditions.
- B. Contractor shall provide on-site locations for subcontractors supplied recycling containers to help facilitate recycling.
- C. Dane County allows mixed loads of recycled materials only per instructions at [landfill.countyofdane.com/services/construction](http://landfill.countyofdane.com/services/construction).

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

- A. Refer to [landfill.countyofdane.com/services/construction](http://landfill.countyofdane.com/services/construction) for information on Dane County Construction & Demolition Recycling Facility.
- B. Web site [landfill.countyofdane.com/recycle-locations](http://landfill.countyofdane.com/recycle-locations) lists current information for Dane County Recycling Markets. Contractors can also contact Allison Rathack, 608/514-2319, or local city, village, town recycling staff listed at site

[landfill.countyofdane.com/resources/local-contacts](http://landfill.countyofdane.com/resources/local-contacts). Statewide listings of recycling / reuse markets are available from UW Extension at [uwgb.edu/solid-hazardous-waste-education-center/](http://uwgb.edu/solid-hazardous-waste-education-center/).

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

## WASTE MANAGEMENT PLAN FORM



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

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

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

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

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## SECTION 02 80 00

### FACILITY REMEDIATION

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes:
  - 1. Remediation Materials - Asbestos, Lead and Polychlorinated Biphenyls (PCBs)
  - 2. Asbestos
  - 3. Lead Based Paint
  - 4. PCB's
- B. Related Sections:
  - 1. Division 00 & 01 Specifications

##### 1.02 REMEDIATION MATERIALS - ASBESTOS, LEAD AND POLYCHLORINATED BIPHENYLS (PCB'S)

- A. The conditions of the Contract (General, Supplementary, and Other Conditions) and the requirements of Divisions 00 & 01 are hereby made a part of this Section. Applicable provisions of Division 1 shall govern Work under this Section.

##### 1.03 ASBESTOS

- A. Contractor's attention is directed to WAC NR 447, WAC DHS 159 and the Occupational Safety and Health Act (OSHA) in general, part 1926.1101--ASBESTOS in particular.
- B. Contractor is responsible for compliance with all applicable regulations when the work includes fastening to or coring through Asbestos Containing Materials (ACM) and disturbance of asbestos containing caulking and mastics.
- C. Contractor is responsible for removal and disposal of Category I non-friable ACM that will be disturbed by the work.
- D. Unless otherwise indicated, all caulking, sealants, glazing compounds, gaskets, asphalt roofing materials and miscellaneous adhesives are assumed to contain asbestos and are considered to be Category I non-friable ACM as defined in NR 447. Waste material containing Category I non-friable ACM is regulated as Construction and Demolition (C&D) waste and may be disposed of at the Dane County Landfill.
- E. If Contractor's work methods cause non-friable ACM to become friable, the Contractor is responsible for the disposal of the friable asbestos waste at a landfill specifically approved by DNR to accept friable asbestos. A copy of the signed waste manifest for

the disposal of all friable asbestos waste shall be provided to Owner prior to request for final payment.

- F. The following building materials have been identified to be asbestos containing material (ACM):
  - 1. Thermal system insulation: None identified
  - 2. Spray applied and trowel applied surfaces: None identified
  - 3. Cement-asbestos products: None identified
  - 4. Flooring and associated ACM flooring mastic: None identified
  - 5. Friable miscellaneous ACM: None identified

#### 1.04 **LEAD BASED PAINT**

- A. Existing paint does not contain lead.
- B. Existing glazed finishes on tile and masonry units may contain lead.
- C. Contractor is responsible for compliance with Occupational Safety and Health Act (OSHA) in general and particularly to 29 CFR 1910 (LEAD STANDARD) and to CFR 1926 (LEAD EXPOSURE IN THE CONSTRUCTION INDUSTRY).
- D. Dispose of refuse containing lead-based paint or contaminated with lead by the demolition process in conformance with State of Wisconsin Hazardous Waste Regulations set forth by the Department of Natural Resources and in conformance with OSHA and EPA recommended worker safety requirements.
- E. Disposal of blast media and/or paint removed from its substrate, including paint removal agents will be by the Contractor.
- F. The use of methylene chloride, or other products that are listed hazardous wastes, is prohibited on this project.
- G. Contractor is responsible for collection of the paint debris waste removed from its substrate in properly secured disposal containers. Only paint debris waste is to be deposited into the disposal containers. Charges for transport and disposal of the waste will be paid by the Contractor.

#### 1.05 **PCB'S**

- A. Contractor's attention is directed to Wisconsin Administrative Code, Chapter NR 157 relative to PCB's.

### **PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

END OF SECTION

## SECTION 07 60 00

### FLASHING AND SHEET METAL

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes:
  - 1. Sheet metal drip edge
  - 2. Sealant
- B. Related Sections:
  - 1. Section 07 92 00 – Joint Sealant

##### 1.02 SUBMITTALS

- A. Comply with Section 01 00 00 - General Requirements.
- B. Submit manufacturer's product data and application instructions.

##### 1.03 QUALITY ASSURANCE

- A. Installer Qualifications: Use an experienced installer and adequate number of skilled personnel who are thoroughly trained and experienced in the application of self-adhesive membranes.
- B. A competent foreman shall be in charge of the Work at all times. The same foreman shall be in charge from start to completion of the Project.
- C. Provide products which comply with all state and local regulations controlling use of volatile organic compounds (VOCs).

##### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Store materials in a clean, dry area in accordance with manufacturer's instructions.
- C. Store adhesives and primers at temperatures of 40 F (5 C) and above to facilitate handling.
- D. Store membrane cartons on pallets.
- E. Do not store at temperatures above 90 F (32 C) for extended periods.
- F. Keep away from sparks and flames.
- G. Completely cover when stored outside. Protect from rain.

- H. Protect materials during handling and application to prevent damage or contamination.
- I. Protect rolls from direct sunlight until ready for use.
- J. Do not apply membrane when air or surface temperatures are below 40 F (4 C), or the minimum temperature as specified by the manufacturer.

#### 1.05 PROJECT CONDITIONS

- A. Protection:
  - 1. Schedule and execute all work to avoid exposing the building and its contents to inclement weather.

#### 1.06 WARRANTY

- A. Prior to acceptance of work, furnish written five (5) year warranty covering all sheet metal and flashings specified herein using the form at the end of this Section.

### PART 2 PRODUCTS

#### 2.01 MISCELLANEOUS

- A. Metal Drip Edge and Termination Bar: 28 G.A. stainless steel for all items.
  - 1. Edge Metal Flashing: SecureEdge 400 Drip Edge by Carlisle or Architect/Engineer approved equal.
- B. Anchors for Attaching Metal Flashing to Masonry: ¼" in. dia. stainless steel Tapcon with by Buildex Inc. or reviewed equal, through stainless steel neoprene-bonded washers. Provide lengths to obtain 1-1/2 in. penetration minimum into masonry.
- C. Sealant (for use in concealed locations only, such as termination bars): One-part, nonskinning gun-grade butyl sealant by Tremco, or approved equal.

### PART 3 EXECUTION

#### 3.01 REMOVAL AND PREPARATION

- A. Salvage removed masonry units for reuse.
- B. Verify that surfaces to receive sheet metal and self-adhered flashing are smooth, clean, and have no free water present in any form.
- C. Verify shapes and dimension of surface to be covered before fabrication of sheet metal.
- D. All surfaces must be clean, smooth, and dry and must be clean of oil, dust, and excess mortar.

### 3.02 GENERAL METAL INSTALLATION

- A. Except as called for in this Section, comply with all recommendations of the current edition of SMACNA Architectural Sheet Metal Manual, completed metal shall be straight, flat, and without buckles, dents, scratches, or other blemishes.
- B. Form sheet metal on a bending break. Perform shaping, trimming, and hand seaming in the shop as far as practicable, with the proper sheet-metal working tools. Make the angle of the bends and the folds for interlocking the metal with full regard for expansion and contraction, to avoid buckling or other deformation in service. All lines shall be straight and crisp except where thickness of metal dictates radius bend, and all exposed edges shall be hemmed 1/2 inch minimum.
- C. Layout metal flashing to eliminate transverse joints.
- D. Provide 1/8 inch/feet minimum slope on all horizontal surfaces to prevent ponding, unless otherwise indicated.

### 3.03 FIELD QUALITY CONTROL

- A. Alignment of installed sheet metal will be checked by Architect/Engineer.
- B. Withdrawal tests of installed fasteners may be required if attachment is in question.

### 3.04 CLEANING

- A. Clean surfaces of flux, scraps, dirt, and other blemishes immediately.

# SHEET METAL AND MEMBRANE FLASHING WARRANTY

Submit form with Operation & Maintenance Manual

Owner

Address

Project

Project No.

Project Address

Date of Final Acceptance

Sheet Metal Contractor

Address

Phone No.

Roofing Contractor

This warranty stipulates that the above named Contractor(s) shall, during a period of five (5) years from the date of final acceptance of the work, maintain the sheet metal and membrane flashing systems and repair all defects which result from faulty workmanship or defective materials, without further cost to the Owner.

Excluded from this warranty may be any and all damage to said buildings or their contents caused by acts or omissions of the Owner; fire, lightning, winds of peak gust speeds of 72 mph or higher, hailstorm, or other unusual phenomenon of the elements; movement or failure of the supporting building structure that causes flashing failure; or vapor condensation.

Exclude from this warranty any damages to the building or the contents.

Before expiration of the above warranty period, the Contractor(s) shall inspect the sheet metal in the presence of the Owner and make necessary correction of all deficiencies not considered normal. The warranty shall remain in force until necessary repair work has been completed.

## SHEET METAL CONTRACTOR

Signed

Title

Date

## PRIME CONTRACTOR

Signed

Title

Date

END OF SECTION

## **SECTION 07 92 00**

### **JOINT SEALANT**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section Includes:
  - 1. Primer
  - 2. Backer rod
  - 3. Elastomeric sealant
- B. Related Sections:
  - 1. Section 07 60 00 – Flashing and Sheet Metal
  - 2. Section 02 80 00 – Facility Remediation

##### **1.02 SUBMITTALS**

- A. Submit color samples of sealant for selection and approval by Owner.

##### **1.03 PROJECT CONDITIONS**

- A. Removal and new work shall only be accomplished in dry weather with no precipitation expected during the work period.
- B. Protect areas of removed sealant from moisture penetration at the completion of each day's work.
- C. Do not apply materials when ambient temperature is below 4°C (40°F) or above 38°C (100°F).

##### **1.04 WARRANTY**

- A. Submit manufacturer's standard warranty covering installed sealants and accessories against failure to achieve airtight or watertight seal or loss of adhesion, cohesion, or color stability.

#### **PART 2 PRODUCTS**

##### **2.01 SEALANT**

- A. Elastomeric Sealant: ASTM C 920, color selected and approved by Owner:
  - 1. MasterSeal NP-1
  - 2. Tremco Dymonic



## 2.02 MISCELLANEOUS

- A. Primer: Non-staining, quick-drying type and consistency recommended by the sealant manufacturer.
- B. Backer rod: Closed cell, non-staining, non-gassing polyurethane foam rod of diameter 25%-50% greater than width of joint. Backer rod shall be compatible with sealant.
  - 1. Denver Foam, supplied by Advance Shoring Company, St. Paul, Minnesota
  - 2. Sof-Rod by Nomaco, Zebulon, North Carolina, (800) 345-7279
- C. Bond breaker tape: As recommended by sealant manufacturer.
- D. Compressible joint filler: Closed cell neoprene pad, 10 mm (3/8 inch) thick, ASTM D 1056, Class RE41, with compressibility of greater than 50%, Rapid Soft-Joint/Expansion Joint manufactured by Dur-O-Wal, Inc, or approved equal.

## PART 3 EXECUTION

### 3.01 REMOVAL OF EXISTING

- A. Determine if remediation is required. Refer to Section 02 80 00 - Facility Remediation. Proceed with testing, and remove per OSHA and State of Wisconsin regulations for hazardous materials remediation if hazardous materials are found. Dispose of hazardous materials per Sections 00 73 00 - Supplementary Conditions & 01 74 19 -Construction Waste Management, Disposal, and Recycling.
- B. Remove existing sealant and backer rod in area of new work.
- C. Remove or modify existing work to extent necessary to join new work to existing construction and otherwise complete the Work.
- D. Removal of existing material and installation of new sealant in area removed shall be completed and watertight at the end of each day's work and before start of any form of precipitation.

### 3.02 PREPARATION OF SURFACES

- A. Surfaces to receive new material shall be free of all dirt, debris, loose materials and free moisture in any form. Masonry surfaces to receive new materials shall have existing materials cleaned off as necessary to expose a clean surface.
- B. Verify that surfaces to receive new materials have no defects or errors which would result in poor application or cause latent defects in workmanship.
- C. Mask surfaces as necessary to provide a neat, clean, acceptable application.

### 3.03 **INSTALLATION**

- A. Primer: Apply to substrate surfaces in accordance with sealant manufacturer's directions. Do not apply to exposed finish surfaces.
- B. Backer Rod: Install in joints using a blunt instrument to avoid puncturing. Do not twist the backer rod while installing. Install so that joint depth is 50% of joint width, minimum 6 mm (1/4 inch) deep. Install dry and free of tears or holes.
- C. Bond Breaker Tape: Install in accordance with manufacturer's instructions.
- D. Sealant:
  - 1. Apply in joints using a pressure gun with nozzle cut to fit joint width. Ensure sealant is deposited in a uniform, continuous bead without gaps, wrinkles or air pockets.
  - 2. Tool joints to match the configuration of the existing construction.
  - 3. Do not paint over sealant.

### 3.04 **PROTECTION AND CLEANING**

- A. Protect areas adjacent to joints from sealant smears.
- B. Remove excess materials adjacent to joints by means recommended by the material manufacturer, or mask to prevent evidence of spillage or damage to adjacent surfaces.
- C. Leave finished work in a neat, clean condition with no evidence of spillovers onto adjacent surfaces.

END OF SECTION

## ALUMINUM WINDOWS

### PART 1 GENERAL

#### 1.01 SUMMARY

A. Section Includes:

1. All exterior Architectural Performance Class (AW) windows furnished and installed as shown on drawings, specified in this section and designated in AAMA/WDMA/CSA 101/I.S.2/A440-2011 North American Fenestration Standard (NAFS-2011).
2. All labor, materials, tools, equipment and services needed to furnish and install AW Class windows.
3. Components furnished with installed windows.
4. Installation accessories furnished and installed.
5. Removal and reinstallation of marble window stools (patching as required).

B. Related Sections:

1. Section 08 80 00 - Glazing

#### 1.02 REFERENCES

- A. Refer to NAFS-2011 for a complete list of references and industry standards.

#### 1.03 SYSTEM DESCRIPTION AND PERFORMANCE REQUIREMENTS

A. Design Wind Loads - Allowable Stress Design (ASD)

1. The design wind pressure for the project will be:
  - a. Per local building codes
2. All structural components, including meeting rails, mullions and anchors shall be designed accordingly, complying with deflection and stress requirements of Paragraph 1.03.B.

B. Air, Water and Structural Performance Requirements

1. When tested in accordance with cited test procedures, windows shall meet or exceed the following performance criteria, as well as those indicated in NAFS-2011 for Architectural AW Performance Class windows, Performance Grade 100 (AW100) unless otherwise noted herein.
  - a. Test units shall not be smaller in either width or height than the "Gateway Test Size" specified in NAFS-2011 for AW Performance Class.
  - b. "Downsize" testing to meet Optional Performance Class requirements specified herein shall not be permitted.
  - c. Testing to previous, less stringent versions of NAFS shall not be acceptable.
  - d. Test units shall employ manufacturer's standard sealing, lock spacing and anchorage.

2. Air Test Performance Requirements
  - a. Air infiltration maximum 0.1 cfm per square foot at 6.24 psf pressure differential when tested inaccord with ASTM E283.
3. Water Test Performance Requirements
  - a. No uncontrolled water leakage at 15.00 psf static pressure differential, with water application rateof 5 gallons/hr/sq ft when tested in accord with both ASTM E331 and ASTM E547. Static water test shall be repeated after application of design test pressures.
4. Structural Test Performance Requirements
  - a. Uniform Load Deflection Test
    - i. No deflection of any unsupported span L of test unit (framing rails, muntins, mullions, etc.) in excess of L/175 at both a positive and negative load of 100 psf (design test pressure) when tested in accord with ASTM E330.
  - b. Uniform Load Structural Test
    - i. Unit to be tested at 1.5 x design test pressure, both positive and negative, acting normal toplane of wall in accord with ASTM E330.
    - ii. No glass breakage; permanent damage to fasteners, hardware parts, or anchors; damage to make windows inoperable; or permanent deformation of any main frame in excess of 0.2% of its clear span.

#### C. Life Cycle Testing

1. When tested in accordance with AAMA 910-10, there is to be no damage to fasteners, hardware parts, support arms, activating mechanisms or any other damage that would cause the window to be inoperable at the conclusion of testing.
  - a. Air infiltration and water resistance tests shall meet the primary performance requirements specified after completion of 4000 operational cycles plus thermal cycling.
  - b. Testing to previous, less stringent versions of AAMA 910 shall not be acceptable.

#### D. Condensation Resistance and Thermal Transmittance Performance Requirements

1. Perform thermal simulation or tests in accordance with NFRC 100, NFRC 102 and AAMA 1503 methodology, utilizing the overall window area(s) (fixed), sizes, and configurations indicated in drawings.
  - a. Thermal transmittance (U-Factor) shall be less than or equal to 0.19 BTU/hr-ft<sup>2</sup>-°F
  - b. Solar Heat Gain Coefficient (SHGC) shall not exceed 0.32
  - c. Condensation Resistance Factor (CRF) requirements: CRF minimum 64 and CRF maximum 74(Glass) per AAMA.
  - d. Visible light transmission shall be greater than or equal to 0.46.
  - e. Frame condensation resistance factor shall be greater than or equal to 83.

#### E. Acoustic Performance Requirements

1. Perform acoustical tests in accordance with ASTM E90 and ASTM E1425 on the glass type(s) specified in 08 80 00, rigidly supported in aluminum framing of the same product type.
2. "Glass-only" test results shall not be acceptable.
3. Sound Transmission Class (STC) shall not be less than 31.
4. Outdoor-Indoor Transmission Class (OITC) shall not be less than 25.

## 1.04 SUBMITTALS

### A. General Requirements

1. Provide all submittals in a timely manner to meet the required construction completion schedule.

### B. Shop Drawings

1. Shop drawings must be prepared wholly by the window manufacturer, or a qualified engineering services firm under the guidance of the manufacturer. Shop drawings for pre-engineered configurations may be prepared by installers upon written manufacturer consent.
2. Provide design details along with bid proposals to define system aesthetic and functional characteristics.
3. Provide up to three photocopied sets of shop drawings, including half size details of all necessary conditions.

### C. Samples

1. Components: Submit samples of assembled corner sections and other materials and components as requested by Architect.
2. Finish: Submit color samples for Architect's approval as requested.

### D. Test Reports and Calculations

1. Submit certified independent laboratory test reports verifying compliance with all test and simulation requirements of section 1.03.
2. Submit structural calculations indicating adequacy of all materials furnished under this section, in meeting the uniform and structural load requirements as specified in section 1.03A.
3. Provide structural calculations stamped by a Professional Engineer (PE) licensed in the State of Wisconsin.

## 1.05 QUALITY ASSURANCE

A. Qualifications: Upon request, the window manufacturer shall provide written consent for the installation subcontractor to install window products to be used on this project.

B. In-Plant Testing: Conduct detailed quality audits and ASTM E331 static water infiltration testing on a minimum of 4% of factory-glazed windows prior to shipping, subject to reasonable unit size restrictions.

1. Each tested unit shall be identified with a removable sticker on the inside glass face.
2. Provide detailed documentation of in-plant testing upon request.

C. In-Field Mockup: Construct a mockup example of field-glazed window units prior to commencing fabrication of additional units. Conduct detailed quality audits and ASTM E331 static water infiltration testing on the mockup. If all audits and tests are passed by Architect/Engineer, mockup shall serve as standard of quality for the work.

## 1.06 DELIVERY, STORAGE AND HANDLING

### A. Packing, Shipping, Handling and Unloading

1. Materials will be packed, loaded, shipped, unloaded, stored and protected in accordance with AAMACW-10.

## 1.07 WARRANTY

### A. Aluminum Window Warranty

1. Products: Submit a written warranty, executed by the window manufacturer, for a period of 10 years from the date of manufacture, against defective materials or workmanship, including substantial non-compliance with applicable specification requirements and industry standards, which result in premature failure of the windows, finish, factory-glazed glass, or parts, outside of normal wear.
2. In the event that windows or components are found defective, manufacturer will repair or will provide replacement material and all costs to repair by others without charge to Owner.
3. Warranty for all components must be direct from the manufacturer (non pass-through) and non pro-rated for the entire term. Warranty must be assignable to the non-residential owner, and transferable to subsequent owners through its length.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

#### A. Acceptable Manufacturer

1. Drawings and specification are based on:
  - a. Basis-of-Design for Window Frames: Wausau Windows Invent Retro window frame system.
  - b. Basis-of-Design for Window Glass: see glazing specifications in section 08 80 00.
2. Acceptable alternate products include:
  - a. OptiQ by Kawneer
  - b. FW2506 Series by FreMarq Innovations
3. Substitutions
  - a. Other manufacturers' products that meet or exceed specified design requirements may be considered. Submit the following information with request for substitutions at least ten (10) working days prior to bid due date.
    - i. Test reports specified in 1.03.
    - ii. Full proposal details and samples specified in 1.04.
    - iii. Copy of manufacturer's warranty specified in 1.07.
    - iv. Proof of at least 10 years experience in the design and fabrication of AW Performance Class windows.
    - v. Other information as requested for evaluation
4. Substitute products not pre-approved by the Architect/Engineer via addenda will not be considered.

## 2.02 MATERIALS

### A. Aluminum Framing Members

1. Extruded aluminum billet, 6063-T5 or T6 alloy for primary non-radius components; 6063-T5 or T6, 6005-T5, 6105-T5 or 6061-T6 for anchor components; all meeting the requirements of ASTM B221.
2. Aluminum sheet alloy 5005-H32 (for anodic finishing), or alloy 3003-H14 (for painted or unfinished sheet) meeting the requirements of ASTM B209.
3. Principal window frame members will be a minimum 0.125" in thickness at hardware mounting locations.
4. Extruded or formed trim components will be a minimum 0.060" in thickness.
5. Composite frame depth 3-1/2" minimum.
6. Glass plane shall be recessed 1" from exterior plane of window members. Framing members shall have a square profile at glazing rebates as shown on architectural details.

## 2.03 COMPONENTS

### A. Hardware

1. All steel components including attachment fasteners to be stainless steel except as noted.

### B. Sealants

1. All sealants shall comply with applicable provisions of AAMA 800 and/or Federal Specifications FS-TT-001 and 002 Series.
2. Frame joinery sealants shall be suitable for application specified and as tested and approved by window manufacturer.

### C. Glass

1. Provide in accordance with Section 08 80 00.
2. Sealed insulated glass shall be tested and certified in accord with ASTM E2190.

### D. Glazing

1. Provide in general accordance with Section 08 80 00.
2. Glazing method shall be in general accordance with the GANA Glazing Manual for specified glass type, or as approved by the glass fabricator.

### E. Glazing Materials

1. Setting Blocks/Edge Blocking: Provide in sizes and locations recommended by GANA Glazing Manual. Setting blocks used in conjunction with soft-coat low-e glass shall be silicone.
2. Provide two rows of continuous non-outgassing polyolefin convection baffle material in all glazing pocket perimeter cavities.
3. Back-bedding tapes, expanded cellular glazing tapes, toe beads, heel beads and cap beads shall meet the requirements of applicable specifications cited in AAMA 800.
4. Glazing gaskets shall be non-shrinking, weather-resistant, and compatible with all materials in contact.

5. Structural silicone sealant where used shall meet the requirements of ASTM C1184.
6. Spacer tape in continuous contact with structural silicone shall be tested for compatibility and approved by the sealant manufacturer for the intended application.
7. Gaskets in continuous contact with structural silicone shall be extruded silicone or compatible material.
8. Provide two rows of continuous non-outgassing polyolefin convection baffle material in all glazing cavities.

F. Steel Components

1. Provide steel reinforcements as necessary to meet the performance requirements of 1.03.
2. Concealed steel anchors and reinforcing shall be factory painted after fabrication with TGIC powdercoating, or rust-inhibitive primer complying with Federal Specification TT-P-645B.

**2.04 FABRICATION**

A. General:

1. Finish, fabricate and shop assemble frame members into open frames under the responsibility of one manufacturer.
2. No bolts, screws or fastenings shall impair independent frame movement, or bridge the thermal barrier, unless such bridging was also present in thermal test units and thermal models.
3. Fabricate to allow for thermal movement of materials when subjected to a temperature differential from -30 °F to +180 °F.

B. Frames:

1. Cope and mechanically fasten each corner, or miter and weld, or corner block each corner; then seal weather tight.
2. Make provisions for continuity of frame joinery seals at extrusion webs.

C. Glass Drainage: (field glazed units only)

1. Provision shall be made to ensure that water will not accumulate and remain in contact with the perimeter area of sealed insulating glass.

D. Thermal Break Construction:

1. Continuous extruded polyamide with 25% glass fiber reinforcing, mechanically crimped into cross-knurled cavities.
2. Minimum thermal barrier width 24 mm.
3. Quality assurance records must be maintained and available as requested.

E. Weather-stripping:

1. Bulb- or fin-type neoprene, EPDM, dual-durometer PVC, polypropylene, TPE, or other suitable material as tested and approved by the window manufacturer.
2. Miter, crowd, stake or join at corners. Provide drainage to exterior as necessary.



## 2.05 FINISHES

### A. Finish of Aluminum Components

1. Finish of all exposed areas of aluminum windows and components shall be done in accord with the appropriate AAMA Voluntary Guide Specification shown:

<b>Designation</b>	<b>Description</b>	<b>Standard</b>	<b>Color</b>
AAM10C21A41	Clear Class I Eco-friendly etch	AAMA 611	Clear

## PART 3 EXECUTION

### 3.01 EXAMINATION

#### A. Site Verification of Conditions

1. Verify that building substrates permit installation of windows according to the manufacturer's instructions, approved shop drawings, calculations and contract documents.
2. Do not install windows until unsatisfactory conditions are corrected.

### 3.02 INSTALLATION

#### A. Erection of Aluminum Windows

1. Install all windows with skilled workers in accordance with approved shop drawings, installation instructions, specifications, and the AAMA Commercial Window and Door Installation Manual.
2. Aluminum that is not organically coated shall be insulated from direct contact with steel, masonry, concrete or other dissimilar metals by bituminous paint, rust-inhibiting primer, non-conductive shims or other suitable insulating material.
3. Provide perimeter frame cavity insulation as necessary to maintain continuity of thermal barrier.

END OF SECTION

## SECTION 08 80 00

### GLAZING

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
  - 1. Windows.
  - 2. Doors and sidelites.
  - 3. Storefront framing.
  - 4. Glazed entrances.
  - 5. Interior borrowed lites.
- B. Related Sections:
  - 1. Section 08 51 13 for additional performance requirements for window frames.

##### 1.02 SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.
- B. Samples: 12-inch-square, for each type of glass product indicated, other than monolithic clearfloat glass.
- C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.
- D. Warranties: Special warranties specified in this Section.

##### 1.03 DEFINITIONS

- A. Glass Thickness: Indicated by thickness designations in millimeters according to ASTM C 1036.
- B. Inter-Space: Space between lites of an insulating-glass unit that contains dehydrated air or as specified gas.
- C. Deterioration of Coated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning coated glass contrary to manufacturer's written instructions.  
Defects include peeling, cracking, and other indications of deterioration in metallic coating.

- D. Deterioration of Insulating Glass: Failure of hermetic seal under normal use that is attributed to the manufacturing process and not to causes other than glass breakage or practices for maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.

#### 1.04 **PERFORMANCE REQUIREMENTS**

- A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Glass Design: Glass thickness designations indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions.
- C. Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- D. Safety Glazing Products: Comply with testing requirements in 16 CFR 1201.
  - 1. Subject to compliance with requirements, obtain safety-glazing products permanently marked with certification label of the Safety Glazing Certification Council or another certification agency or manufacturer acceptable to authorities having jurisdiction.
  - 2. Where glazing units, including Kind FT glass and laminated glass, are specified in Part 2 articles for glazing lites more than 9 sq. ft. in exposed surface area of one side, provide glazing products that comply with Category II materials, and for lites 9 sq. ft. or less in exposed surface area of one side, provide glazing products that comply with Category I or II materials, except for hazardous locations where Category II materials are required by 16 CFR 1201 and regulations of authorities having jurisdiction.
- E. Glazing Publications: Comply with published recommendations of glass product manufacturers and organization below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  - 1. GANA Publications: GANA Laminated Division's "Laminated Glass Design Guide" and GANA "Glazing Manual."
  - 2. AAMA Publications: AAMA GD SG-1, "Glass Design for Sloped Glazing," and AAMA TIR-A7, "Sloped Glazing Guidelines."
  - 3. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Sloped Glazing Guidelines."
  - 4. IGMA Publication for Insulating Glass: SIGMA TM-3000, "Glazing Guidelines for Sealed Insulating Glass."

- F. Insulating Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the following testing and inspection agency:
    - 1. Insulating Glass Certification Council.
  - G. Pre-installation Conference: Conduct conference at Project site.
- 1.05 **QUALITY ASSURANCE**
- A. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for this Project; whose work has resulted in glass installations with a record of successful in-service performance; and who employs glass installers for this Project who are certified under the National Glass Association Glazier Certification Program as Level 2 (Senior Glaziers) or Level 3 (Master Glaziers).
  - B. Single Source Responsibility for Glass: To ensure consistent quality of appearance and performance, provide materials produced by a single manufacturer or fabricator for each kind and condition of glass indicated and composed of primary glass obtained from a single source for each type and class required.
- 1.06 **DELIVERY, STORAGE AND HANDLING**
- A. Protect glazing materials according to manufacturer's written instruction and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- 1.07 **PROJECT CONDITIONS**
- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers or when glazing channel substrates are wet from rain, frost, condensation, or other causes.
- 1.08 **WARRANTY**
- A. General: Warranties shall be in addition to, and not a limitation of, other rights the Owner may have under the Contract Documents.
  - B. All material shall be free from manufacturer defects and installation workmanship. Any material or workmanship judged to be defective shall be replaced at no cost to the Owner.
  - C. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard form in which coated-glass manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.
    - 1. Warranty Period: 10 years from date of Substantial Completion.

- D. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form, made out to Owner and signed by insulating –glass manufacturer, agreeing to replace insulating-glass units that deteriorate within specified warranty period.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.01 GLASS PRODUCTS, GENERAL**

- A. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as needed to comply with requirements indicated.
- B. Strength: Where float glass is indicated, provide annealed float glass, Kind HS heat-treated float glass, or Kind FT heat-treated float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened glass is indicated, provide Kind HS heat-treated float glass or Kind FT heat-treated float glass as needed to comply with "Performance Requirements" Article. Where fully tempered glass is indicated, provide Kind FT heat-treated float glass.
- C. Windborne-Debris-Impact Resistance: Provide exterior glazing that passes basic protection testing requirements in ASTM E1 1996 for appropriate wind zone when tested according to ASTM E 18886. Test specimens shall be no smaller in width and length than glazing indicated for use on the Project and shall be installed in same manner as glazing indicated for use on the Project.

### **2.02 GLASS PRODUCTS**

- A. Annealed Float Glass: ASTM C 1036, Type I (transparent flat glass); Quality-Q3; of class indicated.
- B. Tempered Float Glass: ASTM C 1036, Type I, Quality-Q3, Class I (clear) unless otherwise indicated.
- C. Heat-Treated Float Glass: ASTM C 1048; Type I; Quality-Q3; Class I (clear) unless otherwise indicated; of kind and condition indicated.
  - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed, unless otherwise indicated.
  - 2. Provide Kind HS (heat-strengthened) float glass in place of annealed float glass where needed to resist thermal stresses induced by differential shading of individual glass lites and to comply with glass design requirements specified in Part 1 "Performance Requirements" Article.
  - 3. For uncoated glass, comply with requirements for Part 1.04 Paragraph A.
  - 4. For coated vision glass, comply with requirements for Part 1.04 Paragraph C (other uncoated glass).
  - 5. Provide Kind FT (fully tempered) float glass in place of annealed or Kind HS (heat-strengthened) float glass where safety glass is indicated.
- D. Insulating-Glass Units, General: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, and complying with ASTM E 774 for Class CBA units and with requirements specified in this Article and in Part 2

"Insulating-Glass Units" Article.

1. Provide Kind HS (heat-strengthened) float glass in place of annealed glass where needed to resist thermal stresses induced by differential shading of individual glass lites and to comply with glass design requirements specified in Part 1 "Performance Requirements" Article.
  2. Overall Unit Thickness and Thickness of Each Lite: Dimensions indicated for insulating- glass units are nominal and the overall thicknesses of units are measured perpendicularly from outer surfaces of glass lites at unit's edge.
  3. Sealing System: Dual seal.
  4. Spacer Specifications: Manufacturer's standard spacer material and construction complying with the following requirements:
  5. Spacer Material: Stainless steel with mill or clear anodic finish or thermoplastic.
  6. Corner Construction: Manufacturer's standard corner construction.
  7. Desiccant: Molecular sieve or silica gel, or blend of both.
- E. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
1. U-Factors: Center-of-glazing values, according to NFRC 100 and based on Berkeley Lab WINDOW computer program, expressed as Btu/hr. sq. ft. x deg F.
  2. Solar Heat-Gain, Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on Berkeley Lab WINDOW computer program.
  3. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

2.03 **GLAZING GASKETS**

- A. Dense Compression Gaskets: Molded or extruded gaskets of material indicated below, complying with standards referenced with name of elastomer indicated below, and of profile and hardness required to maintain watertight seal:
1. Neoprene, ASTM C 864.
  2. EPDM, ASTM C 864.
  3. Silicone, ASTM C 1115.
  4. Thermoplastic polyolefin rubber, ASTM C 1115.
  5. Any material indicated above.
- B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned gaskets of material indicated below; complying with ASTM C 509, Type II, black; and of profile and hardness required to maintain watertight seal:
1. Neoprene.
  2. EPDM.
  3. Silicone.
  4. Thermoplastic polyolefin rubber.
  5. Any material indicated above.

## 2.04 GLAZING SEALANTS

- A. General: Provide products of the type indicated with the following requirements:
1. Compatibility: Provide glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
  2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
  3. VOC Content: For sealants used inside of the weatherproofing system, not more than 250g/L when calculated according to 40 CFR 59, Subpart D.
  4. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range.
- B. Elastomeric Glazing 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.
1. Type and Grade: S (single component) and NS (non-sag).
  2. Use Related to Exposure: NT (non-traffic).
  3. Uses Related to Glazing Substrates: M, G, A, and, as applicable to glazing substrates indicated, O.
  4. Applications: Glazing; toe, heel and cap beads.
  5. Class 50 Neutral-Curing Silicone Glazing Sealant:
    - a. Products:
      - 1) Dow Corning Corporation; 795.
      - 2) GE Silicones; SilPruf NB SCS9000.
      - 3) Pecora Corporation; 895.
      - 4) Tremco; Spectrem 2 or Spectrem 3.
  6. Class 25 Neutral-Curing Silicone Glazing Sealant:
    - a. Products:
      - 1) Dow Corning Corporation; 799.
      - 2) GE Silicones; UltraGlaze SSG4000.
- C. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.

## 2.05 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
  2. AAMA 807.3 tape, for glazing applications in which tape is not subject to

continuous pressure.

- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
  - 1. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
  - 2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

## 2.06 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions with a Shore, Type A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

## 2.07 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.

## 2.08 INSULATING-GLASS UNITS

- A. Glass Type: Low-E-Coated, Solar Control Clear Insulating-Glass Units.
  - 1. Thin Triple glazed window.
    - a. 6mm Vitro SB60, gas gap, 2.2mm clear, gas gap, 6mm Vitro SG400
    - b. 6mm Vitro SB60 with security lamination, gas gap, 2.2mm clear, gas gap, 6mm Vitro SG400
  - 2. Interspaces: 95% Krypton gas fill.
  - 3. Outdoor Lite: Class 1 (clear) float glass.
    - a. Kind FT – fully tempered at GLT-12T, GLT-15T/GLT-16T, or where required by code.
  - 4. Indoor Lite: Class 1 (clear) float glass.
    - a. Kind FT – fully tempered at GLT-12T, GLT-15-T/GLT-16T, or where required by code.



5. Center Lite: Class 1 (clear) float glass.
  - a. Annealed Float Glass: ASTM C 1036, Type I (transparent flat glass); Quality-Q3;
6. Low-E Coating: On second and fifth surfaces.
7. Security Lamination: On first surface of all 1<sup>st</sup> and 2<sup>nd</sup> floor windows.
8. Center-of-glass U-Value: maximum of 0.13.
9. Center-of-glass Solar heat gain coefficient: maximum of 0.36.
10. Center-of-glass Visible Transmittance: minimum of 0.57.

## **PART 3 - EXECUTION**

### **3.01 GLAZING, GENERAL**

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.
- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- G. Provide spacers for glass lites where length plus width is larger than 50 inches.
- H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

### **3.02 TAPE GLAZING**

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.

- C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Apply heel bead of elastomeric sealant.
- F. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- G. Apply cap bead of elastomeric sealant over exposed edge of tape.

### 3.03 **CLEANING AND PROTECTION**

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.
- D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.
- E. Wash glass on both exposed surfaces not more than four (4) days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

END OF SECTION

## **SECTION 09 29 00**

### **GYPSUM BOARD**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Gypsum board wall panels
- B. Accessories and Trim

##### **1.02 REFERENCES**

- A. ASTM International (ASTM):
  1. ASTM C 475 – Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board
  2. ASTM C 514 – Standard Specifications for Nails for the Application of Gypsum Board
  3. ASTM C 840 – Standard Specification for Application and Finishing of Gypsum Board
  4. ASTM C 1047 – Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base
  5. ASTM C 1396 – Standard Specification for Gypsum Board
- B. Gypsum Association:
  1. GA-214 – Recommended Levels of Gypsum Board Finish
  2. GA-216 – Application and Finishing of Gypsum Board
  3. GA-231 – Assessing Water damage to Gypsum Board
  4. GA-238 – Guidelines for the Prevention of Mold Growth on Gypsum Board

##### **1.03 SUBMITTALS**

- A. Refer to Section 01 00 00 General Requirements.
- B. Product Data: Submit manufacturer current technical literature for each component.
- C. Samples:
  1. Board: Submit sample of each panel product specified.
  2. Trim: Submit sample of each type of trim specified.

- D. Quality Assurance Submittals:
  - 1. Provide products manufactured in North America only.
  - 2. Design Data, Test Reports: Provide manufacturer test reports indicating product compliance with indicated requirements.
  - 3. Manufacturer Instructions: Provide manufacturer's written installation instructions
- E. Closeout Submittals:
  - 1. Refer to Section 01 00 00 General Requirements.

#### 1.04 QUALITY ASSURANCE

- A. Qualifications: Installer shall have experience with installation of gypsum board under similar conditions.

#### 1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's original packages, indicating manufacturer and product name.
- B. Store gypsum in accordance with GA-238 and manufacturer recommendations.

#### 1.06 PROJECT CONDITIONS

- A. In accordance with ASTM C 840.

### PART 2 PRODUCTS

#### 2.01 MANUFACTURER

- A. Basis of Design: CertainTeed Gypsum, Inc.; 4300 West Cypress Street, Suite 500, Tampa, FL 33607; 1-800-233-8990 (1-866-427-2872); [www.certainteed.com](http://www.certainteed.com)
- B. Equivalent Design: Manufacturer with products of equivalent design may include, but are not limited to:
  - 1. National Gypsum Company
  - 2. USG Corporation

#### 2.02 GYPSUM BOARD WALL PANELS

- A. Standard Gypsum Board Products:
  - 1. Regular Gypsum Board: Gypsum core panel solid set core enclosed in paper. Complying with ASTM C 1396.
    - a. Basis of Design: ProRoc® Regular or Evenwall, manufactured by CertainTeed Gypsum, Inc.

- b. Thickness, size, and edges: match original.

## 2.03 ACCESSORIES

- A. Interior Trim: Complying with ASTM C 1047. Match original for each type:
  - 1. Corner Bead
  - 2. Casing Beads
  - 3. Control Joint
- B. Fasteners:
  - 1. Screws: as recommended by panel manufacturer.
  - 2. Nails: ASTM C 514 with heads, lengths, configurations, and finish as recommended by panel manufacturer.
  - 3. Adhesive: Recommended by panel manufacturer.
- C. Joint Treatment:
  - 1. Tape: Comply with ASTM C 475
  - 2. Joint Compound: Comply with ASTM C 475
- D. Texture Finishes: match original.
- E. Sealant:
  - 1. Refer to Section 07 92 00 Joint Sealants.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Examine gypsum board panels for damage and existence of mold. Install undamaged panels
- B. Examine gypsum board in accordance with GA 231 for water damage.

### 3.02 INSTALLATION

- A. Comply with ASTM C 840 GA 216.

### 3.03 FINISHING

- A. General: Comply with ASTM C 840 GA 214 and GA 216:
  - 1. Level 1: Plenums, service corridors; above ceilings
  - 2. Level 4: Areas to receive flat sheen paint finish; light textured coatings; lightweight wallcoverings.

3. Level 5: Areas to receive gloss, semi-gloss sheen paints; critical lighting conditions.

#### 3.04 **PROTECTION**

- A. Protect installed products from damage during remainder of the construction period.
- B. Remove and replace panels that are damaged.

END OF SECTION

## SECTION 09 91 23

### INTERIOR PAINTS AND COATINGS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Interior paint and coatings systems including: paint and opaque finishes

##### 1.02 SUBMITTALS

- A. Submit under provisions of Section 01 00 00 General Requirements.
- B. Product Data: Manufacturer's data sheets on each paint and coating product should include:
  - 1. Product characteristics
  - 2. Surface preparation instructions and recommendations
  - 3. Primer requirements and finish specification
  - 4. Storage and handling requirements and recommendations
  - 5. Application methods
  - 6. Clean-up Information
- C. Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's color samples available.
- D. Coating Maintenance Manual: upon conclusion of the project, the Contractor or paint manufacturer/supplier shall furnish to the owner a coating maintenance manual, such as Sherwin-Williams "Custodian Paint Maintenance Manual" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

##### 1.03 QUALITY ASSURANCE

- A. Qualifications: Installer shall have experience with painting of interior surfaces under similar conditions.

##### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information:

- Product name and type (description)
- Application & use instructions
- Surface preparation
- VOC content
- Environmental handling and an SDS
- Batch date
- Color number

- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- C. Handling: Maintain a clean, dry storage area to prevent contamination or damage to the coatings.

#### 1.05 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not apply coatings under environmental conditions outside manufacturer's absolute limits.

### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Acceptable Manufacturers:
  - 1. The Sherwin-Williams Company
  - 2. Benjamin Moore
  - 3. PPG Industries
  - 4. Behr Process Corp
- B. Substitutions: Requests for substitutions will be considered in accordance with provisions of Section 01 00 00 General Requirements. When submitting request for substitution, provide complete product data specified above under Submittals, for each substitute product.

#### 2.02 INTERIOR PAINTING SCHEDULE

- A. Gypsum Board Substrate:
  - 1. Latex System – High Performance Architectural
    - a. Prime Coat: Primer, latex, interior:
      - 1) Zero VOC Latex Primer at 4.0 mils wet, 1.0 mils dry.
    - b. Intermediate Coat: Latex, interior, matching topcoat.
    - c. Topcoat: Latex, interior, sheen to match existing:
      - 1) Zero VOC Latex at 4.0 mils wet, 1.6 mils dry, per coat.
  - 2. Products – ProMar 200 Zero VOC, or approved equal

#### 2.03 APPLICATION/SCOPE

- A. Surfaces to Be Coated: Gypsum Board
- B. Scope: Areas of newly installed gypsum board in window alcoves at areas of prior water damage.



## 2.04 MATERIALS - GENERAL REQUIREMENTS

### A. Paints and Coatings - General:

1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such a procedure is specifically described in manufacturer's product instructions.

### B. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

### C. Primers:

- 1 Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

### D. VOC Content: For field applications that are inside the weatherproofing system, paints and coatings shall provide materials that comply with VOC limits of authorities having jurisdiction and for interior paints and coatings applied at Project site, the following VOC limits exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 150 g/L.
3. Primers, Sealers, and Undercoaters: 200 g/L.

### E. Color and Sheen: Match existing.

## 2.05 ACCESSORIES

### A. Coating Application Accessories:

1. Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Do not begin application of coatings until substrates have been properly examined and prepared. Notify Architect/Engineer of unsatisfactory conditions before proceeding.
- B. If substrate preparation is the responsibility of another installer, notify Architect/Engineer of unsatisfactory preparation before proceeding.
- C. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.

- D. Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead-based paints, notify Architect immediately if lead based paints are encountered.

### 3.02 **SURFACE PREPARATION:**

- A. The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
- B. Prior to attempting to remove mildew, test any cleaner on a small, inconspicuous area prior to use.
- C. Methods
  - 1. Gypsum Board—Interior
    - Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting.

### 3.03 **INSTALLATION**

- A. Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendations.
- B. Do not apply to wet or damp surfaces.
- C. Apply coatings using methods recommended by manufacturer.
- D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E. Apply coatings at spreading rate required to achieve the manufacturer's recommended dry film thickness.
- F. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
- G. Final finished result must match existing unaltered surrounding wall areas in color, texture, and appearance.

### 3.04 **PROTECTION**

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

**END OF SECTION**

## **SECTION 09 97 13**

### **STEEL COATINGS**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section Includes:
  - 1. Surface preparation
  - 2. Priming
  - 3. Painting
- B. Related Sections
  - 1. Section 07 60 00 – Flashing and Sheet Metal

##### **1.02 REFERENCES**

- A. Code of Federal Regulations (CFR)
  - 29 CFR 1910.1000, Air Contaminants
- B. Commercial Item Descriptions (CID)
  - CID A-A-2904, Thinner, Paint, Mineral Spirits, Regular and Odorless
- C. Steel Structures Painting Council (SSPC)
  - SSPC PA3, Safety in Paint Application (1995)
  - SSPC SP1, Solvent Cleaning (1982)

##### **1.03 SUBMITTALS**

- A. Submit manufacturer's application instructions and material safety data sheets.
- B. Submit color samples for selection by Owner.

##### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Paints shall be in sealed containers with legible manufacturers identifying information.
- B. Store in accordance with manufacturer's written directions, and as a minimum, stored off the ground, under cover, with sufficient ventilation to prevent the buildup of flammable vapors, and at temperatures between 40° F to 95°F.
- C. Safety Methods: Apply coating materials using safety methods and equipment in accordance with the following:
  - 1. SSPC PA3

2. 29 CFR 190.1000
3. Manufacturer's material safety data sheets (MSDS)
4. To protect personnel from overexposure to toxic materials, conform to the guidance of the chemical manufacturer when using mineral spirits or other chemicals. Use recommended protective clothing and equipment to avoid exposure of skin, eyes, and respiratory system. Conduct work in manner to minimize exposure of building occupants and the general public.

#### **1.05 PROJECT CONDITIONS**

- A. Apply materials only in dry weather with no precipitation expected during the work period.
- B. For exterior coatings, do not apply materials when surface temperatures are less than 5 degrees F above the dew point; or below 40 degrees F for oil-based paints; below 50 degrees F for latex paints; or above 95 percent F.

#### **1.06 WARRANTY**

- A. Submit manufacturer's standard warranty covering applied paints.

### **PART 2 PRODUCTS**

#### **2.01 PRIMER**

- A. Metal Surfaces: Non-staining, quick-drying type and consistency recommended by the paint manufacturer, compatible with existing paint or primer.

#### **2.02 PAINT**

- A. Existing Structural Steel Surfaces: Polyimide epoxy, high solids. Quality to be equivalent to that supplied by DuPont Chemical Company, Glidden Company, or Sherwin Williams.

### **PART 3 EXECUTION**

#### **3.01 PROTECTION OF AREAS AND SPACES**

- A. Prior to surface preparation and painting applications, remove, mask, or otherwise protect items that are not to be painted such as windows and walls. Restore surfaces contaminated by painting materials to original condition and repair damaged items.

### 3.02 SURFACE PREPARATION

- A. Materials, equipment, procedures, and safety equipment for personnel shall conform to the steel structures painting council.
  - 1. Remove rust stains by sanding, grinding, sand blasting, or using an approved chemical stripping product.
  - 2. Wash surface to be painted with mineral spirits to remove dirt, oil, or grease before being painted. Shop coats of primer or paint that becomes badly weathered, worn, or marred shall be cleaned and spot-primed.
  - 3. The requirements specified are minimums. Comply also with the application instructions of the paint manufacturer.

### 3.03 APPLICATION

- A. General:
  - 1. Apply in accordance with SSPC PA1. Thoroughly work coating materials into joints, crevices, and open spaces. Touch up damaged coatings before applying subsequent coats. Interior areas shall be clean and dust free before and during the application of coating materials.
  - 2. Drying time: Allow time between coats, as recommended by the manufacturer, to permit thorough drying, but not to present topcoat adhesion problems. Provide each coat in specified condition to receive next coat.
  - 3. Primers and intermediate coast: Do not allow primers or intermediate coats to dry more than 30 days, or longer than recommended by the manufacturer, before applying subsequent coats. Follow manufacturer's recommendations for surface preparation if primers or intermediate coats are allowed to dry longer than recommended by manufacturers of subsequent coatings. Each coat shall cover surface of preceding coat or surface completely, and there shall be a visually perceptible difference in shades of successive coats.
  - 4. Finished surfaces: Provide finished surfaces free from runs, drops, ridges, waves, laps, brush marks, and variations in colors.
  - 5. Thermosetting paints: Topcoats over thermosetting paints (epoxies and urethanes) should be applied while the intermediate coat is still tacky, within a few days. Otherwise, apply a mist-coat 1 to 2 wet mils of MIL-P-24441/20 and allow to cure to tack, a minimum of 4 hours, before top coating.
- B. Equipment: Apply with approved brushes, rollers, or spray equipment, unless specified otherwise. Spray areas made inaccessible to brushing by items such as ducts and other equipment.

C. Thinning of Paints: Reduce paints to proper consistency by adding fresh paint, except when thinning is mandatory for the type of paint being used. Obtain written permission from the Architect/Engineer to use thinners. The written permission shall include quantities and types of thinners to use.

D. Priming: Apply primer as recommended by the paint manufacturer.

E. Painting:

1. Apply two coats of paint. Allow time between coats as recommended by the paint manufacturer, to permit thorough drying.

### 3.04 PROTECTION AND CLEANING

A. Protect areas adjacent to surfaces being painted.

B. Remove excess materials adjacent to painted surfaces by means recommended by the paint manufacturer.

C. Leave finished work in a neat, clean condition with no evidence of spillovers onto adjacent surfaces.

END OF SECTION