

RFB NO. 312003



CONSTRUCTION DOCUMENTS PROJECT MANUAL

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

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

REQUEST FOR BIDS NO. 312003 ROOM 201 RENOVATIONS CITY-COUNTY BUILDING 210 MARTIN LUTHER KING JR. BLVD. MADISON, WISCONSIN

Due Date / Time: **TUESDAY, MARCH 27, 2012 / 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:

ROB NEBEL, PROJECT ENGINEER
TELEPHONE NO.: 608-575-0890
FAX NO.: 608-267-1533
E-MAIL: NEBEL@COUNTYOFDANE.COM

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DOCUMENT INDEX FOR RFB NO. 312003

PROCUREMENT AND CONTRACTING REQUIREMENTS

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Fair Labor Practices Certification
Best Value Contracting Application
Sample Public Works Contract
Sample Bid Bond
Sample Performance Bond
Sample Payment Bond
General Conditions of Contract
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DIVISION 1 - GENERAL REQUIREMENTS

01 00 00 Basic Requirements
01 74 19 Recycling

DIVISION 2 - SITE CONSTRUCTION

(Not Used)

DIVISION 3 - CONCRETE

(Not Used)

DIVISION 4 - MASONRY

04 40 00 Stone Masonry

DIVISION 5 - METALS

05 50 00 Metal Fabrications
05 70 00 Decorative Metal

DIVISION 6 - WOOD AND PLASTICS

06 10 00 Rough Carpentry
06 40 23 Interior Architectural Woodwork
06 61 00 Solid Surface
06 82 56 Bullet Resistant Composite (Fiberglass)

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

07 21 00 Building Insulation
07 92 00 Joint Sealants

DIVISION 8 - DOORS AND WINDOWS

(Not Used)

DIVISION 9 - FINISHES

09 29 00 Gypsum Board
09 65 00 Resilient Flooring
09 90 00 Painting

DIVISION 10 - SPECIALTIES

(Not Used)

DIVISION 11 - EQUIPMENT

(Not Used)

DIVISION 12 - FURNISHINGS

12 24 13 Roller Window Shades

DIVISION 13 - SPECIAL CONSTRUCTION

(Not Used)

DRAWINGS – NOTE: All drawings are to scale if printed on 24" x 36" paper.

G100	Title Sheet
A201	Room 201 Floor Plan
A803	Interior Sections
A803	Interior Elevations and Details

LEGAL NOTICE

INVITATION TO BID

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

2:00 P.M., TUESDAY, MARCH 27, 2012

REQUEST FOR BIDS NO. 312003

**ROOM 201 RENOVATIONS
CITY-COUNTY BUILDING
210 MARTIN LUTHER KING, JR. BLVD.
MADISON, WISCONSIN**

Dane County is inviting Bids to remodel a meeting room. Work to include constructing a new dais and making ADA improvements to Room 201 in the City-County Building.

Request for Bids package may be obtained at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608-266-4018, or downloading it from www.countyofdane.com/pwht/bid/logon.aspx. Please call Rob Nebel, Project Engineer, at 608-267-0119 or 608-575-0890, for any questions or additional information.

All Bidders must be a registered vendor with Dane County and pay an annual registration fee in order for Bid to be considered. Complete Vendor Registration Form at www.danepurchasing.com/registration or obtain one by calling 608-266-4131.

Bidders site tour will be held on Tuesday, March 20, 2012 at 2:00 p.m. in Room 201.

**PUBLISH: MARCH 2 & 9, 2012 - WISCONSIN STATE JOURNAL
 MARCH 2 & 9, 2012 - THE DAILY REPORTER**

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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 Tuesday, March 20, 2012 at 2:00 p.m. in Room 201, City-County Building, 210 Martin Luther King, Jr. Blvd. Attendance by all bidders is optional, however bidders and subcontractors are strongly encouraged to attend.
- D. Visits at other times can also be arranged. Coordinate site access activities with Public Works Project Engineer, Rob Nebel, 608/267-0119.
- E. Failure to visit site or failure to examine any and all Construction Documents will in no way relieve successful Bidder from necessity of furnishing any necessary materials or equipment, or performing any work, that may be required to complete the Work in accordance with Drawings and Specifications. Neglect of above requirements will not be accepted as reason for delay in the Work or additional compensation.

2. DRAWINGS AND SPECIFICATIONS

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

3. INTERPRETATION

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

4. QUALIFICATIONS OF BIDDER (CONTRACTOR AND SUBCONTRACTOR)

- A. Before award of Contract can be approved, Owner shall be satisfied that Bidder involved meets following requirements:
 - 1. Has completed at least one (1) project of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications.
 - 2. Maintains permanent place of business.
 - 3. Can be bonded for terms of proposed Contract.
 - 4. Has record of satisfactorily completing past projects and supplies list of five (3) most recent, similar projects, with architect or engineer's and owner's names, addresses and telephone numbers for each project. If more than three (3) projects must be listed to show Contractor has done work encompassing scope of this project, that is acceptable. Do not submit extensive list of all projects completed or projects that are not specifically similar to this one. Submit to Public Works Project Engineer with Bid on Bid Due Date. Criteria which will be considered in determining satisfactory completion of projects by bidder will include:
 - a) Completed contracts in accordance with drawings and specifications.
 - b) Diligently pursued execution of work and completed contracts according to established time schedule unless Owner grants extensions.
 - c) Fulfilled guarantee requirements of construction documents.
 - d) Is not presently on ineligible list maintained by County's Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements.

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

5. BID GUARANTEE

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

6. WITHDRAWAL OF BIDS

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

7. CONTRACT FORM

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

8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS

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

9. EMERGING SMALL BUSINESS PROVISIONS

- A. **Emerging Small Business Definition.** For purposes of this provision, ESB is defined as:
 - 1. Independent business concern that has been in business minimum of one year;
 - 2. Business located in State of Wisconsin;
 - 3. Business comprised of less than 25 employees;
 - 4. Business must not have gross sales in excess of three million dollars (\$3,000,000.00) over past three years; and
 - 5. Business does not have history of failing to complete projects.
- B. **Emerging Small Business (ESB) Involvement.** Bidder shall make good faith effort to award minimum of ten percent (10%) of the Work to ESBs. Bidder shall submit report to Dane County Contract Compliance Officer within twenty-four (24) hours after Bid 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 twenty-four (24) hours after Bid Due Date. Bidder who fails to submit Emerging Small Business Report shall be deemed not responsive.
- D. **ESB Goal.** Ten percent (10%) ESB participation is goal of this project. ESB utilizations are shown as percentage of total Bid. If Bidder meets or exceeds specified goal, Bidder is only required to submit Form A - Certification, and Form B - Involvement. Goal shall be met if Bidder qualifies as ESB.
- E. **Report Contents.** Following award of Contract, Bidder shall submit copies of executed contracts for all Emerging Small Businesses. Emerging Small Business Report shall consist of these:
 - 1. Form A - Certification;
 - 2. Form B - Involvement;

3. Form C - Contacts;
 4. Form D - Certification Statement (if appropriate); and
 5. Supportive documentation (i.e., copies of correspondence, telephone logs, copies of advertisements).
- F. **ESB Listing.** Bidders will solicit bids from ESB listing provided by Dane County.
- G. **ESB Certification.** All contractors, subcontractors and suppliers seeking ESB certification must complete and submit Emerging Small Business Certification Application to Dane County Contract Compliance Program.
- H. **Certification Statement.** If ESB firm has not been certified by County as ESB prior to submittal of this Bid, ESB Report cannot be used to fulfill ESB goal for this project unless firm provides "Form D - Certification Statement". Certification statement must be completed and signed by ESB firm.
- I. **Questions.** Questions concerning Emerging Small Business provisions shall be directed to:
Dane County Contract Compliance Officer
City-County Building, Room 421
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
608/266-5623
- J. **Substituting ESBs.** In event of any significant changes in subcontract arrangements or if need arises to substitute ESBs, Bidder shall report such proposed changes to Contract Compliance Officer to making any official changes and request authorization to substitute ESB firm. Bidder further agrees to make every possible effort to replace ESB firm with another qualified ESB firm.
- K. **Good Faith Efforts.** Good faith efforts can be demonstrated by meeting all of these obligations:
1. Selecting portions of the Work to be performed by ESBs in order to increase likelihood of meeting ESB goal including, where appropriate, breaking down Contract into smaller units to facilitate ESB participation.
 2. Advertising in general circulation, trade associations, and women / minority focus media concerning subcontracting opportunities.
 3. Providing written notices to reasonable number of specific ESBs that their interest in Contract was being solicited in sufficient time to allow ESBs to participate effectively.
 4. Following up on initial solicitations of interest by contacting ESBs within five (5) working days prior to Bid Due Date to determine with certainty whether ESB were interested, to allow ESBs to prepare bids.
 5. Providing interested ESB with adequate information about Drawings, Specifications and requirements of Contract.
 6. Using services of available minority, women and small business organizations and other organizations that provide assistance in recruitment of MBEs / WBEs / ESBs.

7. Negotiating in good faith with interested ESBs, not rejecting ESBs as unqualified without sound reason based on thorough investigation of their capabilities.
8. Submitting required project reports and accompanying documents to County's Contract Compliance Officer within twenty-four (24) hours after Bid Due Date.

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

10. METHOD OF AWARD - RESERVATIONS

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

11. SECURITY FOR PERFORMANCE AND PAYMENTS

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

12. TAXES

- A. Bidder shall include in Bid, all Sales, Consumer, Use and other similar taxes required by law.

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

13. SUBMISSION OF BIDS

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

14. SUBCONTRACTOR LISTING

- A. Bidders shall be required to submit list of major subcontractors for General Construction, Plumbing, HVAC, and Electrical work proposed for this project to include committed prices for each subcontractor. List shall be placed in separate sealed envelope that must be clearly

identified as "Major Subcontractor List", for named project and name of Bidder submitting it. County must receive envelope no later than date by which successful Bidder is required to submit his or her signed Contract, as established in Construction Documents.

15. ALTERNATE BIDS

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

16. INFORMATIONAL BIDS

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

17. UNIT PRICES

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

18. COMMENCEMENT AND COMPLETION

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

19. WORK BY OWNER

A. This work will be accomplished by Owner or will be let under separate contracts and will not be included under this Contract:

1. Marble slabs to be provided by Owner for Contractor cutting, finishing and installation under this Contract.
2. Existing cork flooring to be repaired and refinished by Owner under separate contract.
3. Electrical by Owner.
4. Demolition by Owner except demolition indicated in Construction Documents for modifications at the existing wood-1, mahogany wall behind dais.
5. Installation of vertical grab bar in adjacent restroom by Owner.
6. Public seating rails by Owner.
7. Public seating by Owner.
8. Audio/Visual System.

20. SPECIAL HAZARDS COVERAGE

A. Not Applicable.

FORM A

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

In accordance with General Conditions of Contract, submit this Emerging Small Business Report within 24 hours after Bid Due Date.

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

BIDDER INFORMATION

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

CONTACT PERSON: _____

FORM B

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

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

COMPANY NAME: _____

PROJECT NAME: _____ BID NO.: _____

ESB NAME: _____ CONTACT PERSON: _____

ADDRESS: _____ PHONE NO.: _____

CITY: _____ STATE: _____ ZIP: _____

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

ESB NAME: _____ CONTACT PERSON: _____

ADDRESS: _____ PHONE NO.: _____

CITY: _____ STATE: _____ ZIP: _____

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

ESB NAME: _____ CONTACT PERSON: _____

ADDRESS: _____ PHONE NO.: _____

CITY: _____ STATE: _____ ZIP: _____

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

FORM C

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

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

COMPANY NAME: _____

PROJECT NAME: _____ BID NO.: _____

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

FORM D

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

I, _____, _____ of
Name Title

_____ certify to best of my knowledge and
Company

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

Bidder's Signature

Date

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Name of Bidding Firm: _____

BID FORM

BID NO. 312003

**PROJECT: ROOM 201 RENOVATIONS
CITY-COUNTY BUILDING
210 MARTIN LUTHER KING, JR. BLVD
MADISON, WISCONSIN**

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

BASE BID - LUMP SUM:

Work to include constructing a new dais and making ADA improvements to Room 201 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 Department of Public Works, Highway & Transportation hereby agrees to provide all design 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

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:

Indicate price to provide WD-4 ALTERNATE BID, White Oak, quarter-sawn, heavy flake in lieu of Sapele, quarter-sawn per Specification Section 06 40 23.

_____ and _____ /100 Dollars
Written Price

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

ALTERNATE BID 2 - LUMP SUM:

Provide price to remove and replace resilient base with RB-2 on radial walls of desks extending to floor per A201 and Specification Section 09 65 00.

_____ and _____ /100 Dollars
Written Price

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

ALTERNATE BID 3 – LUMP SUM:

Provide price to refinish rift cut oak desks and partial height walls and desks at galleries, excluding gallery walls being modified by Owner, per Specification Section 09 90 00.

_____ and _____ /100 Dollars
Written Price

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

ALTERNATE BID 4 – LUMP SUM:

Provide price to refinish rift cut oak columns per Specification Section 09 90 00.

_____ and _____ /100 Dollars
Written Price

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

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

Addendum No(s). _____ through _____

Dated _____

Dane County must have this project completed by **September 1, 2012**. Shop drawings must be submitted by May 17, 2012; Room 201 will be turned over for construction on July 1, 2012; Substantial Completion by August 1, 2012 for Room 201 to be turned over to an Audio/Visual Installer under separate contract. Assuming this Work can be started by **April 19, 2012**, what dates can you commence and complete this job?

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

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

(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

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

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

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

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

SIGNATURE: _____
(Bid is invalid without signature)

Print Name: _____ Date: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

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

BID CHECK LIST:

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

Bid Form

Bid Bond

Fair Labor Practices Certification

BIDDERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

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

www.danepurchasing.com/registration

DANE COUNTY BEST VALUE CONTRACTING PRE-QUALIFICATION

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

http://www.countyofdane.com/pwht/BVC_Application.aspx

EQUAL BENEFITS REQUIREMENT

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

www.danepurchasing.com/partner_benefit.aspx

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

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

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

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

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DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive
Joseph T. Parisi

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

Commissioner / Director
Gerald J. Mandli

BEST VALUE CONTRACTING APPLICATION

CONTRACTORS / LICENSURE APPLICANTS

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

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

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

EXEMPTIONS

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

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

SIGNATURE SECTION

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

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

Signature

Date

Printed or Typed Name and Title

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

REMEMBER!

Return all to forms and attachments, or questions to:

JAN NEITZEL KNOX
EMAIL: NEITZEL-KNOX@COUNTYOFDANE.COM
OFFICE: (608)266-4029, FAX: (608)267-1533

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

APPENDIX A

APPRENTICEABLE TRADES

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

COUNTY OF DANE

PUBLIC WORKS CONTRACT

Contract No. _____ Bid No. 312003

Authority: Res. _____, [2011-12]

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

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Associate Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Room 201 Renovations, City-County Building, 210 Martin Luther King Jr. Blvd, Madison, Wisconsin("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 Dorschner|Associates, Inc. (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Document Index, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the [General Conditions of Contract, Conditions of Contract], and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the [General Conditions of Contract, Conditions of Contract].
3. During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force

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

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

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

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

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

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

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

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

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

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

* * * * *

FOR CONTRACTOR:

Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

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

* * * * *

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

FOR COUNTY:

Joseph T. Parisi, County Executive Date

Karen Peters, County Clerk Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.

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

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

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

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

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

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

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

Signed and sealed this day of , 20 .

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

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

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

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

[] None [] See Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: (Corporate Seal)

SURETY COMPANY:
(Corporate Seal)

Signature: _____
Name and Title:

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

(Any additional signatures appear on page 3)

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

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

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

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

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

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

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

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

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

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

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

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

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

1. After investigation, determine the amount for

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

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

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

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

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

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

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

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

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

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

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

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

12 DEFINITIONS

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

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

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SAMPLE

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

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address): _____

SURETY (Name and Principal Place of Business): _____

OWNER (Name and Address): _____

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

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

None

See Page 6

CONTRACTOR AS PRINCIPAL
COMPANY: _____
(Corporate Seal)

SURETY COMPANY: _____
(Corporate Seal)

Signature: _____
Name and Title:

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

(Any additional signatures appear on page 6)

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

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

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

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

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

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

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

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor

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

15. DEFINITIONS

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

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SAMPLE

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

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

GENERAL CONDITIONS OF CONTRACT

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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 Engineer that are made after execution of Contract.
- C. Construction Documents are complementary, and what is required by one shall be as binding as if required by all. Intent of Construction Documents is to include all labor, materials and equipment necessary for proper execution of the Work.

2. DEFINITIONS

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

3. ADDITIONAL INSTRUCTIONS AND DRAWINGS

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

4. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Unless otherwise specified, Contractor shall submit three (3) copies of all Shop Drawings for each submission, until receiving final approval. After final approval, provide five (5) additional copies for distribution and such other copies as may be required.

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

5. CUTTING AND PATCHING

- A. Contractor shall be responsible for all cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

- B. Contractor shall not damage or endanger portion of the Work or fully or partially completed construction of County or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. Contractor shall not cut or otherwise alter such construction by County or separate contractor except with written consent of County and of such separate contractor; such consent shall not be unreasonably withheld. Contractor shall not withhold unreasonably from County or separate contractor, Contractor's consent to cutting or otherwise altering the Work.

6. CLEANING UP

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

7. USE OF SITE

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

8. MATERIALS AND WORKMANSHIP

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

9. CONTRACTOR'S TITLE TO MATERIALS

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

10. "OR EQUAL" CLAUSE

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

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

11. PATENTS AND ROYALTIES

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

12. SURVEYS, PERMITS, REGULATIONS AND TAXES

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

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

13. CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE

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

14. WEATHER CONDITIONS

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

15. PROTECTION OF WORK AND PROPERTY

- A. Contractor shall at all times safely guard County's property from injury or loss in connection with this Contract. Contractor shall at all times safely guard and protect the Work, and adjacent property, from damage. Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in Contract, or by County, or County's duly authorized representative.
- B. Contractor may act 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 Engineer's instructions require any work to be specially tested or approved, Contractor shall give Architect / Engineer and Public Works Project Engineer timely notice of its readiness for testing or inspection. Test all materials and equipment requiring testing in accordance with accepted or specified standards, as applicable. Architect / Engineer shall recommend laboratory or inspection agency and Department will select and pay for all initial laboratory inspection services. Should retesting be required, due to failure of initial testing, cost of such retesting shall be borne by Contractor.
- D. Cost of any testing performed by manufacturers or Contractor for substantiating acceptability of proposed substitution of materials and equipment, or necessary conformance testing in conjunction with manufacturing processes or factory assemblage, shall be borne by Contractor or manufacturer responsible.

17. REPORTS, RECORDS AND DATA

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

18. CHANGES IN THE WORK

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

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

19. EXTRAS

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

20. TIME FOR COMPLETION

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

21. CORRECTION OF WORK

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

22. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

indicated in Specifications, Architect / Engineer will at once make such changes as necessary, any increase or decrease of cost resulting from such changes to be adjusted in manner provided in above Article 18 entitled "Changes in the Work".

23. RIGHT OF DEPARTMENT TO TERMINATE CONTRACT

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

24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

- A. Contractor shall be responsible for Construction Schedule and coordination. Immediately after execution and delivery of Contract and before making first payment, Contractor shall notify all subcontractors to furnish all required information to develop Construction Schedule. Contractor and all subcontractors associated with the Work shall furnish following information from each Division of Specifications:
 - 1. List of construction activities;
 - 2. Start, finish and time required for completion of each activity;
 - 3. Sequential relationships between activities;
 - 4. Identify all long lead-time items, key events, meetings or activities such as required submittals, fabrication and delivery, procurement of materials, installation and testing;
 - 5. Weekly definition of extent of work and areas of activity for each trade or Subcontract; and
 - 6. Other information as determined by Public Works Project Engineer.
- B. In addition to above requested items, Contractor shall request delivery dates for all County-furnished equipment, materials or labor. This shall include any work handled by Department under separate contracts such as asbestos abatement, air and water balancing, etc. Indicate on Construction Schedule these associated delivery and installation dates.
- C. Progress Reporting:
 - 1. Contractor shall update and publish Construction Schedule on 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 manpower in such quantities and crafts as will eliminate backlog of work.
 - b) Increase number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination of foregoing to eliminate backlog of work.
 - c) Reschedule work (yet remain in conformance with Drawings and Specifications).
 3. Prior to proceeding with any of above actions, Contractor shall notify Public Works Project Engineer.
- E. Maintain current Construction Schedule at all times. Revise Construction Schedule in same detail as original and accompany with explanation of reasons for revision. Schedule shall be subject to approval by Architect / Engineer and Public Works Project Engineer.

25. PAYMENTS TO CONTRACTOR

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

- E. Payments by County will be due within forty-five (45) days after receipt by Department of Application and Certificate for Payment.
- F. County will retain five percent (5%) of each Application and Certificate for Payment until final completion and acceptance of all the Work covered by Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at site, County will make remaining payments in full if Architect / Engineer and Public Works Project Engineer find that progress of the Work corresponds with Construction Schedule. If Architect / Engineer and Public Works Project Engineer find that progress of the Work does not correspond with Construction Schedule, County may retain up to ten percent (10%) of each Application and Certificate for Payment for the Work completed.
- G. All material and work covered by partial payments made shall become sole property of County, but this provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made, or restoration of any damaged work, or as waiver of right of County to require fulfillment of all of terms of Contract.
- H. County will make final payment within sixty (60) days after final completion of the Work, and will constitute acceptance thereof.
- I. County may make payment in full, including retained percentages and less authorized deductions, upon completion and acceptance of each Division where price is stated separately in Contract.
- J. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit(s) as required to prove that all debts and claims against this Work are paid in full or otherwise satisfied, and give final evidence of release of all liens against the Work and County. If Wisconsin Prevailing Wage Rate Determination is required for this Work, use "Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination" and "Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination" (if applicable). If Wisconsin Prevailing Wage Rate Determination is not required for this Work, use "Dane County, Wisconsin Contractor Wage Affidavit". Forms of such affidavits are included in Supplementary Conditions.

26. WITHHOLDING OF PAYMENTS

- A. County, after having served written notice on said Contractor, may either pay directly any unpaid bills of which Department has written notice, or withhold from Contractor's unpaid compensation 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, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in performance of this Contract.
- D. At Department's request, Contractor shall furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged or waived.

27. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- A. Making of final payment shall constitute 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 (5th) day following each payment received from County:
 - 1. All transportation and utility services rendered;
 - 2. All materials, tools, and other expendable equipment that have been delivered at site of the Work to extent of ninety percent (90%) of cost thereof, and balance of cost thereof when said balance is paid to Contractor; and
 - 3. Each subcontractor, respective amount allowed Contractor because of work performed by subcontractor to extent of subcontractor's interest therein.

29. CONTRACT SECURITY

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

30. ASSIGNMENTS

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

31. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

32. SEPARATE CONTRACTS

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

33. SUBCONTRACTS

- A. Contractor may use services of specialty subcontractors on those parts of the Work that, under normal contracting practices, are performed by specialty subcontractors.
- B. Contractor shall not award any work to any subcontractor without prior approval of Department. Qualifications of subcontractors shall be same as qualifications of Contractor. Request for subcontractor approval shall be submitted to Department fifteen (15) days before start of subcontractor's work. If subcontractors are changed or added, Contractor shall notify Department in writing.
- C. Contractor shall be as fully responsible to County for acts and omissions of subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for acts and omissions of persons directly employed by Contractor.
- D. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to Contractor by terms of General Conditions of Contract and other Construction Documents insofar as applicable to work of subcontractors and to give Contractor same power as regards terminating any subcontract that Department may exercise over Contractor under any provision of Construction Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and County.

- F. Contractor shall insert in all subcontracts, Articles 26, 33, 43 and 45, respectively entitled: “Withholding of Payments”, “Subcontracts”, “Affirmative Action Provision and Minority / Women / Disadvantaged Business Enterprises”, and “Minimum Wages”, and shall further require all subcontractors to incorporate physically these same Articles in all subcontracts.

34. PUBLIC WORKS PROJECT ENGINEER’S AUTHORITY

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

35. ARCHITECT / ENGINEER’S AUTHORITY

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

36. STATED ALLOWANCES

- A. Stated allowances enumerated in Instructions to Bidders shall cover net cost of materials or equipment, and all applicable taxes. Contractor’s cost of delivery and unloading at site, handling costs on site, labor, installation costs, overhead, profit and any other incidental costs shall be included in Contractor’s bid, but not as part of cash allowance.
- B. Department will solicit at least two (2) bids on materials or equipment for which allowance is stated and select on basis of lowest qualified responsible bid. Contractor will then be

instructed to purchase "Allowed Materials". If actual price for purchasing "Allowed Materials", including taxes, is more or less than "Cash Allowance", Contract price shall be adjusted accordingly. Adjustment in Contract price shall not contain any cost items excluded from cash allowance.

37. ESTIMATES OF QUANTITIES

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

38. LANDS AND RIGHTS-OF-WAY

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

39. GENERAL GUARANTEE

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

40. CONFLICTING CONDITIONS

- A. Any provision in any of Construction Documents which may be in conflict or inconsistent with any Articles in these General Conditions of Contract or Supplementary Conditions shall be void to extent of such conflict or inconsistency.

- B. In case of ambiguity or conflict between Drawings and Specifications, Specifications shall govern.
- C. Printed dimensions shall be followed in preference to measurements by scale. Large-scale drawings take precedence over small-scale drawings. Dimensions on Drawings and details are subject to field measurements of adjacent work.

41. NOTICE AND SERVICE THEREOF

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

42. PROTECTION OF LIVES AND HEALTH

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

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

- A. Affirmative Action Provisions.
 - 1. During term of their Contract, Contractor agrees not to discriminate on basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee, or applicant for employment. Such equal opportunity shall include but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, these affirmative action standards so as to be visible to all employees, service recipients and applicants for this paragraph. Listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to extent allowable in state or federal law.
 - 2. Contractor is subject to this Article only if Contractor has ten (10) or more employees and receives \$10,000.00 or more in annual aggregate contracts with County. Contractor shall file and Affirmative Action Plan with Dane County Contract Compliance Officer in accord with Chapter 19 of Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of effective date of this Contract and failure to do so by said date shall constitute ground for immediate termination of Contract by County. Contractor shall also, during term of this Contract, provide copies of all announcements of employment opportunities to County's Contract Compliance Office, and shall report annually number of persons, by race, sex and handicap status, who apply for employment and, similarly classified, number hired and number rejected.
 - 3. Contact Dane County Contract Compliance Officer at Dane County Contract Compliance Office, 210 Martin Luther King, Jr. Blvd., Room 421, Madison, WI 53703, 608/266-4114.

4. In all solicitations for employment placed on Contractor's behalf during term of this Contract, Contractor shall include statement to effect Contractor is "Equal Opportunity Employer". Contractor agrees to furnish all information and reports required by County's Contract Compliance Officer as same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and provision of this Contract.

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

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

44. COMPLIANCE WITH FAIR LABOR STANDARDS

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

45. DOMESTIC PARTNERSHIP BENEFITS

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

46. USE AND OCCUPANCY PRIOR TO ACCEPTANCE

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

47. MINIMUM WAGES

- A. Contractor shall post, at appropriate conspicuous point on site of project, schedule showing all determined minimum wage rates for various classes of laborers and mechanics to be engaged in the Work under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by laborers and mechanics so engaged.
- B. Supplementary Conditions section in Construction Documents lists wage determinations required by State Law.
- C. If, after award of Contract, it becomes necessary to employ any person in trade or occupation not classified in wage determinations, such person shall be paid at not less than such rate as shall be determined by Wisconsin Department of Workforce Development. Such approved minimum rate shall be retroactive to time of initial employment of such person in such trade or occupation. Contractor shall notify Department of Contractor's intention to employ persons in trades or occupations not so classified in sufficient time for Department to obtain approved rates for such trades or occupations.
- D. Specified wage rates are minimum rates only, and Department will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of applicable rate contained in this Contract. Contractor shall adjust any disputes in regard to payment of wages in excess of those specified in this Contract.
- E. Submit required affidavit(s) to Department of Public Works, Highway & Transportation, as requested and with final application for payment for work under said contract. Affidavit(s) shall clearly indicate name, trade or occupation, and paid wages of every laborer, workman or mechanic employed by Contractor and all subcontractors during billing period including accurate record of number of hours worked by each employee and actual wages paid as stipulated in Wisconsin Statute 66.0903. If Wisconsin Prevailing Wage Rate Determination is required for this Work, use "Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination" and "Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination" (if applicable). If Wisconsin Prevailing Wage Rate Determination is not required for this Work, use "Dane County, Wisconsin Contractor Wage Affidavit". Forms of such affidavits are included in Supplementary Conditions.

48. CLAIMS

- A. No claim may be made until Department's Associate Public Works Director has reviewed Architect / Engineer's decision as provided for in Article 35 of General Conditions of Contract. If any claim remains unresolved after such review by Department's Associate

Public Works Director, claim may be filed under Wisconsin Statute 893.80. Work shall progress during period of any dispute or claim. Unless specifically agreed between parties, venue will be in Dane County, Wisconsin.

49. ANTITRUST AGREEMENT

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

50. INSURANCE

- A. Contractor Carried Insurance:
1. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this Article and has provided evidence of such insurance to Risk Manager, 425 City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703. Contractor shall not allow any subcontractor to commence work until insurance required of subcontractor has been so obtained and approved. Company providing insurance must be licensed to do business in Wisconsin.
 2. Worker's Compensation Insurance:
 - a) Contractor shall procure and shall maintain during life of this Contract, Worker's Compensation Insurance as required by statute for all of Contractor's employees engaged in work at site of project under this Contract and, in case of any such work sublet, Contractor shall require subcontractor similarly to provide Worker's Compensation Insurance for all of latter's employees to be engaged in such work unless such employees are covered by protection afforded by Contractor's Worker's Compensation Insurance.
 - b) If any claim of employees engaged in hazardous work on project under this Contract is not protected under Worker's Compensation Statute, Contractor shall provide and shall cause each subcontractor to provide adequate Employer's Liability Insurance for protection of such of Contractor's employees as are not otherwise protected.
 3. Contractor's Public Liability and Property Damage Insurance:
 - a) Contractor shall procure and maintain during life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in amount not less than \$1,000,000 bodily injury, including accidental death, to any one person, and subject to same limit for each person, in amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in amount not less than \$1,000,000 or combined single limit of at least \$1,000,000 with excess coverage over and above general liability in amount not less than \$5,000,000. Contractor shall add "Dane County" as additional insured for each project.
 - b) Contractor's Public Liability and Property Damage Insurance shall include Products, Completed Operation, and Contractual Liability under Insurance Contract. "Contractor shall in all instances save, defend, indemnify and hold harmless County and Architect / Engineer against all claims, demands, liabilities, damages or any other costs which may accrue in prosecution of the Work and that Contractor will save, defend, indemnify and hold harmless County and Architect / Engineer from all damages caused by or as result of Contractor's operations" and each shall be listed as additional insured on Contractor's and sub-contractors' insurance policies.
 - c) Obligations of Contractor under Article 48.A.2)b) shall not extend to liability of Architect / Engineer, agents or employees thereof, arising out of:

- 1) Preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- 2) giving of or failure to give directions or instructions by Architect / Engineer, agents or employees thereof provided such giving or failure to give is primary cause of injury or damage.
- d) Contractor shall procure and shall maintain during life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000 each accident single limit, bodily injury and property damage combined with excess coverage over and above general liability in amount not less than \$5,000,000.
- e) Contractor shall either:
 - 1) Require each subcontractor to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or
 - 2) Insure activities of subcontractors in Contractor's own policy.
4. Scope of Insurance and Special Hazards: Insurance required under Article 48.A.2 hereof shall provide adequate protection for Contractor and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by insured or by anyone directly or indirectly employed by insured and also against any of special hazards which may be encountered in performance of this Contract as enumerated in Supplementary Conditions.
5. Proof of Carriage of Insurance: Contractor shall furnish Risk Manager with certificates showing type, amount, class of operations covered, effective dates, dates of expiration of policies and "Dane County" listed as additional insured. Such certificates shall also contain (substantially) following statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by Risk Manager."

B. Builder's Risk:

1. County shall provide Builder's Risk policy. Terms of this policy will be made available by County's Risk Manager, upon Contractor's request. By executing this Contract, Contractor warrants it is familiar with terms of said policy.

C. Indemnification / Hold Harmless:

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

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

51. WISCONSIN LAW CONTROLLING


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

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SUPPLEMENTARY CONDITIONS

1. APPLICATION & CERTIFICATE FOR PAYMENT

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


AIA Document G702™ – 1992

Application and Certificate for Payment

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

<p>CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.</p> <p>1. ORIGINAL CONTRACT SUM \$</p> <p>2. Net change by Change Orders \$</p> <p>3. CONTRACT SUM TO DATE (Line 1 + 2) \$</p> <p>4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$</p> <p>5. RETAINAGE:</p> <p> a. % of Completed Work (Column D + E on G703) \$</p> <p> b. % of Stored Material (Column F on G703) \$</p> <p> Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$</p> <p>6. TOTAL EARNED LESS RETAINAGE \$</p> <p>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$</p> <p>8. CURRENT PAYMENT DUE \$</p> <p>9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$</p>	<p>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.</p> <p>CONTRACTOR: By: _____ Date: _____ State of _____ City of _____ Subscribed and sworn to before me this _____ day of _____ Notary Public: My Commission expires: _____</p> <p>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.</p> <p>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.)</p> <p>ARCHITECT: By: _____ Date: _____</p> <p>This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.</p>
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CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
TOTALS	\$	\$
NET CHANGES by Change Order	\$	

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AIA Document G703™ – 1992

Continuation Sheet

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

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

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.
 AIA Document G703™ – 1992. Copyright © 1963, 1965, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

2. PREVAILING WAGE RATE DETERMINATION

- A. These supplements shall modify, delete, and / or add to General Conditions of Contract. Where any article, paragraph, or subparagraph in General Conditions of Contract is supplemented by one of these paragraphs, provisions of such article, paragraph, or subparagraph shall remain in effect and supplementary provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in General Conditions of Contract is amended, voided, or superseded by any of these paragraphs, provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.
 - 1. General Conditions of Contract Article 45, “Minimum Wages”, paragraph B. Following Prevailing Wage Rate Determination No. 201200725 is added to General Conditions of Contract.

- B. These State of Wisconsin forms, hereinafter set forth in this section, shall be filled out and submitted to Department of Public Works, Highway & Transportation:
 - 1. Disclosure of Ownership (ERD-777)
 - 2. Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-5724)
 - 3. List of Agents and Subcontractors (Page 2 – ERD-5724)
 - 4. Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-10584)
 - 5. List of Agents and Subcontractors (Page 2 – ERC-10584)
 - 4. Request To Employ Subjourneyperson (ERD-10880)

ISSUE DATE: 3/9/2012

PROJECT:

ROOM 201 RENOVATIONS CITY-COUNTY BUILDING
MADISON CITY, DANE COUNTY, WI
Determination No. 201200725 [Owner Project No. 312003]

PROJECT OWNER:

ROBERT NEBEL, ASSISTANT PUBLIC WORKS DIRECTOR
DANE COUNTY
1919 ALLIANT ENERGY CENTER WAY
MADISON, WI 53713

REQUESTER:

DAWN O'KROLEY, PRINCIPAL
DORSCHNER ASSOCIATES INC
849 E WASHINGTON AVE STE 112
MADISON, WI 53703

ADDITIONAL CONTACT:

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

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

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

Enclosures

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

ISSUED BY:

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

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

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 3/9/2012

DETERMINATION NUMBER: 201200725

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2012. If NOT, You MUST Reapply.

PROJECT NAME: ROOM 201 RENOVATIONS CITY-COUNTY BUILDING
PROJECT NO: 312003

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: DANE COUNTY

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

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

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

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
101	Acoustic Ceiling Tile Installer	29.06	15.16	44.22
102	Boilermaker	31.09	23.75	54.84
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.26	16.60	48.86
104	Cabinet Installer	29.06	15.16	44.22
105	Carpenter	29.06	15.16	44.22
106	Carpet Layer or Soft Floor Coverer	29.06	15.16	44.22
107	Cement Finisher	32.03	15.13	47.16
108	Drywall Taper or Finisher	26.10	13.65	39.75
109	Electrician Future Increase(s): Add \$.50/hr on 6/1/2012. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.55	18.68	51.23
110	Elevator Constructor	43.79	25.48	69.27
111	Fence Erector	25.50	0.26	25.76
112	Fire Sprinkler Fitter	36.39	16.75	53.14
113	Glazier	36.23	11.22	47.45
114	Heat or Frost Insulator	33.28	22.51	55.79
115	Insulator (Batt or Blown)	23.62	11.55	35.17
116	Ironworker	30.90	19.11	50.01
117	Lather	29.06	15.16	44.22

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
118	Line Constructor (Electrical)	35.97	18.08	54.05
119	Marble Finisher	31.16	16.27	47.43
120	Marble Mason	32.66	16.20	48.86
121	Metal Building Erector	22.00	4.11	26.11
122	Millwright	30.66	15.21	45.87
123	Overhead Door Installer	18.00	4.86	22.86
124	Painter	25.65	14.11	39.76
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	29.56	15.16	44.72
127	Pipeline Fuser or Welder (Gas or Utility)	29.54	18.84	48.38
129	Plasterer	29.03	15.16	44.19
130	Plumber	36.20	15.02	51.22
132	Refrigeration Mechanic Future Increase(s): Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	40.35	16.21	56.56
133	Rofer or Waterproofofer	28.06	0.00	28.06
134	Sheet Metal Worker	34.23	20.19	54.42
135	Steamfitter Future Increase(s): Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	40.35	16.21	56.56
137	Teledata Technician or Installer	21.26	6.99	28.25
138	Temperature Control Installer	32.55	18.68	51.23
139	Terrazzo Finisher	18.00	5.35	23.35
140	Terrazzo Mechanic	31.16	16.27	47.43
141	Tile Finisher Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80/hr on 6/1/2013.	23.77	16.00	39.77
142	Tile Setter Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80/hr on 6/1/2013.	29.71	16.00	45.71
143	Tuckpointer, Caulker or Cleaner Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.01	16.85	48.86

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
146	Well Driller or Pump Installer	25.32	15.30	40.62
147	Siding Installer	16.74	2.58	19.32
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	32.37	16.48	48.85
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	15.16	43.94
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.80	9.00	26.80
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	18.00	6.98	24.98
203	Three or More Axle Future Increase(s): Add \$1.57/hr on 6/1/2012.	18.00	13.83	31.83
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	18.00	13.68	31.68

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$.50/hr. on 06/04/2012; Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.14	13.45	37.59
302	Asbestos Abatement Worker	23.96	12.88	36.84
303	Landscaper	17.00	6.36	23.36
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.39	12.20	32.59

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17.98	50.40
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under).	31.89	14.44	46.33
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for friction crane, lattice boom or crane certification (CCO).	37.45	19.45	56.90
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton.	34.62	17.98	52.60
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	33.62	17.98	51.60

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17.98	50.40
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	35.59	19.10	54.69
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	29.19	17.98	47.17

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr. on 1/1/2013.	34.89	19.68	54.57
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	30.32	17.40	47.72
516	Fiber Optic Cable Equipment	22.00	7.27	29.27

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

SKILLED TRADES

CODE	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	32.66	16.20	48.86
105	Carpenter Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.43	19.31	52.74
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	30.68	15.68	46.36
109	Electrician Future Increase(s): Add \$1.40/hr on 6/1/2012. Add \$1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.54	20.95	52.49
111	Fence Erector	25.50	0.26	25.76
116	Ironworker Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.31	22.22	53.53
118	Line Constructor (Electrical)	35.97	18.08	54.05
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	29.56	15.16	44.72
130	Plumber	36.20	15.02	51.22
135	Steamfitter	39.90	15.76	55.66
137	Teledata Technician or Installer	21.26	6.99	28.25

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
143	Tuckpointer, Caulker or Cleaner	32.66	16.20	48.86
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
146	Well Driller or Pump Installer	24.22	14.80	39.02
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	32.37	16.48	48.85
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	15.16	43.94
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.80	9.00	26.80
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	23.00	8.64	31.64
203	Three or More Axle	21.17	9.51	30.68
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.50	16.19	38.69
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	21.17	9.51	30.68

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$.70/hr. on 06/04/2012; Add \$.80/hr. on 06/03/2013 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.28	13.44	38.72

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
303	Landscaper	17.00	6.36	23.36
304	Flagperson or Traffic Control Person	12.00	17.89	29.89
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	33.62	17.98	51.60
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17.98	50.40

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	30.89	17.16	48.05
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	29.19	17.98	47.17
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	29.19	17.96	47.15
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36.20	18.81	55.01

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	26.80	18.52	45.32

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

SKILLED TRADES

CODE	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	32.66	16.20	48.86
105	Carpenter	29.06	15.16	44.22
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	30.68	15.68	46.36
109	Electrician Future Increase(s): Add \$.50/hr. effective 06/04/2012. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	28.74	17.86	46.60
111	Fence Erector	25.50	0.26	25.76
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	35.97	18.08	54.05
124	Painter	25.65	14.11	39.76
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	29.56	15.16	44.72
133	Rofer or Waterproofer	28.06	0.00	28.06
137	Teledata Technician or Installer	21.26	6.99	28.25
143	Tuckpointer, Caulker or Cleaner	32.66	16.20	48.86
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.42	12.90	48.32

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	13.07	38.25
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	15.00	0.00	15.00
203	Three or More Axle	19.50	4.97	24.47
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
205	Pavement Marking Vehicle	19.25	10.84	30.09
206	Shadow or Pilot Vehicle	15.00	0.00	15.00
207	Truck Mechanic	19.50	4.97	24.47

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	26.15	12.29	38.44
303	Landscaper	23.71	15.07	38.78
304	Flagperson or Traffic Control Person	12.00	17.89	29.89
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	34.22	18.90	53.12
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.72	18.90	52.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
543	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	33.22	18.90	52.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.22	18.90	52.12
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	30.42	17.58	48.00
546	Fiber Optic Cable Equipment.	22.00	7.27	29.27
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36.20	18.81	55.01
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	26.80	18.52	45.32

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.96	52.58
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.72	18.90	52.62

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	32.67	18.55	51.22
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.	31.52	17.89	49.41
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	32.67	18.55	51.22
556	Fiber Optic Cable Equipment.	22.00	7.27	29.27

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

Department of Workforce Development
 Equal Rights Division
 P.O. Box 8928
 Madison, WI 53708-8928
 Telephone: (608) 266-6860
 Fax: (608) 267-4592
 TTY: (608) 264-8752



Scott Walker, Governor
 Reginald J. Newson, Secretary
 John P. Conway, Division Administrator

The documents following the Prevailing Wage Rate Determination consist of 18 pages of various forms/documents that will be used throughout the completion of the project. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

ERD Form Number	Form Name	Party Who Uses the Form	Pages
16056	Post the White Sheet	Contracting agency	1
16770	Substance Abuse Prevention on Public Works and Publicly Funded Projects, §103.503, Wis. Stats.	All contractors working on public works and publicly funded private construction projects	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	2
	Summary of Prevailing Wage Law Changes Effective July 1, 2011	Information for public entity or any other interested party	4

01/13/12

POST THE WHITE SHEET

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

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

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

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

Disclaimer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

March 1, 2012

This list has been prepared in accordance with the provisions of s. 66.0903(12), s. 66.0904(10) and s. 103.49(7), Stats. and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project or publicly funded private construction project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Julie Eckenwalder, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3148. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Atkins, Scott	See, Freedom Insulation, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Castlerock Commercial Construction, Inc.	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009- 2010	None
Custom Heating & Air LLC	283 Tony Lane Green Bay, WI 54304	12/1/06	11/30/09	1, 2 and 4	2003- 2004	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					
Freedom Insulation, Inc	117925 219 th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008- 2010	None
Jinkins, Richard	See, Castlerock Commercial Construction, Inc.					
Joseph Stoller Company	N8426 Hwy 42 Algoma, WI 54201	2/1/07	1/31/10	1 and 2	2004 and 2005	None

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Keiver, David	See, Custom Heating & Air LLC	12/1/06	11/30/09	1, 2 and 4	2003 and 2004	None
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006-2008	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008	None
Stoller Enterprises LLC	N8426 Hwy 42 Algoma, WI 54201-9552	2/1/2007	1/31/10	1 and 2	2005 to 2006	None
Stoller, Joseph	See, Joseph Stoller Company					
Stoller, Patrick J.	See, Stoller Enterprises LLC					

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

Disclosure of Ownership

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

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

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

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

Other Construction Business

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

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

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

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

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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

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

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

List of Agents and Subcontractors

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

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

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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

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

List of Agents and Subcontractors

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

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

Request to Employ Subjourneyperson

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

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

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

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

Requester Signature	Date Signed
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MAIL the completed request to:
 EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU
 PO BOX 8928, MADISON WI 53708
OR

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

PREVAILING WAGE – Public Entity Project Owners

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

Thresholds

A “single-trade project of public works” means a project in which a single trade accounts for 85% or more of the total labor cost of the project. The single trade threshold is \$48,000.

A “multiple-trade project of public works” means a project in which no single trade accounts for 85% or more of the total labor cost of the project.

(a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).

(b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for •a city or village with a population less than 2500 or •a town.

Effective July 1, 2011, a local governmental unit or state agency that has a public works project that equals or exceeds the prevailing wage thresholds must do all of the following:

- Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

To avoid waiting for a project determination use the on-line application system that permits the user to generate a determination immediately and save all documents in PDF form to the user’s computer. Use this project determination on line application at the following address:

- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.
- Include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each prime contractor.
- Award contracts to contractors who do *not* appear on the “Consolidated List of Debarred Contractors.”
- Post the prevailing wage rate determination on the project site. (This document is often referred to as “the white sheet.”)
- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

If the total estimated cost of the project exceeds the prevailing wage thresholds, a local governmental unit or state agency also must obtain a prevailing wage rate determination under the following circumstances:

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

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

PREVAILING WAGE – Contractors

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

Effective July 1, 2011, any contractor or subcontractor working on a local governmental unit or state agency's public works project that equals or exceeds current prevailing wage project thresholds must do all of the following:

- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.
- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.
- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.
- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.
- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

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

SUMMARY OF PREVAILING WAGE LAW CHANGES EFFECTIVE JULY 1, 2011

(This document updated 07/27/11)

For further updates on this topic, refer to the prevailing wage website at:

http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

The recently approved State budget bill (2011 Wisconsin Act 40) includes major changes to prevailing wage laws (§§66.0903, 66.0904, 103.49 & 103.50, Wis. Stats.) effective JULY 1, 2011. Significant changes are described below.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Thresholds	All public entities & Contractors	The \$25,000 threshold for public works projects has been changed to single-trade and multiple-trade project thresholds as noted below. The new thresholds apply to prevailing wage projects whose prime contract is awarded after June 30, 2011.
Non-applicability: Threshold for Single-Trade Projects	All public entities & Contractors	Any single-trade project of public works with an estimated cost of completion of less than \$48,000 does not require a prevailing wage rate determination. "Single-trade project of public works" means a project of public works in which a single trade accounts for 85 percent or more of the total labor cost of the project.
Non-applicability: Threshold for Multiple-Trade Projects	All public entities except cities, towns & villages as noted below & Contractors	Any multiple-trade project of public works with an estimated cost of completion of less than \$100,000 does not require a prevailing wage rate determination. "Multiple-trade project of public works" means a project of public works in which no single trade accounts for 85 percent or more of the total labor cost of the project.
Non-applicability: Threshold for Multiple-Trade Projects	Cities or villages with a population less than 2500 & Towns & Contractors	A multiple trade project of public works erected, constructed, repaired, remodeled, or demolished by a private contractor for a city or village with a population less than 2500, or a town with an estimated cost of completion of less than \$234,000 does not require a prevailing wage rate determination. "Multiple-trade project of public works" means a project of public works in which no single trade accounts for 85 percent or more of the total labor cost of the project.
Non-applicability: Minor service & maintenance work	Towns & Contractors	The following TOWN projects only do not require a prevailing wage rate determination: <ul style="list-style-type: none"> • A project not funded under §86.31, Stats. (TRIP projects) that is limited to minor crack filling, chip or slurry sealing or other minor pavement patching, not including overlays. • The depositing of gravel on an existing gravel road applied solely to maintain the road; • Road shoulder maintenance; • Cleaning drainage or sewer ditches or structures; • Any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Work which a contractor or individual donates to a public entity	All public entities	Prevailing wage laws §§66.0903 & 103.49, Stats., do not apply to work performed on a project of public works for which the local governmental unit or the state or the state agency contracting for the project is not required to compensate any contractor, subcontractor, contractor's or subcontractor's agent, or individual for performing the work.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability: Residential	All public entities	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
Non-applicability: Residential subdivision infrastructure	All public entities	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
Non-applicability: Certain nursing homes	All public entities	Prevailing wage law §66.0903, Stats., does not apply to a project of public works involving the erection, construction, repair, remodeling, or demolition of a nursing home in a county having a population of less than 50,000 when the project commences no later than July 1, 2012.
Electronic certified payroll record	Contractors	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website is discontinued effective July 1, 2011. However, contractors who worked on prevailing wage projects during the period January 1, 2010 through June 30, 2011, must comply with the repealed law for work completed on projects during that period of time.
Payroll record inspection request by any person	Contractors & Complainants	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
Complaints	Complainants	There are no longer investigation fees.
Statewide uniformity	Local governmental units	A local governmental unit may not enact & administer a prevailing wage ordinance/provision for public works or publicly funded private construction projects. Any extant laws to that effect are void.

Topic	Who's affected?	Brief description of requirement under §66.0903, §103.49 or §103.50
Covered employees	Truck drivers & Other workers & Contractors	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <p>1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle.</p> <p>2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.</p>
Annual Prevailing Wage Survey	All public entities	When establishing yearly prevailing wage rates, DWD may not use data from any construction work that is performed by a local governmental unit or a state agency.
Prevailing Wage Rates	DOT & Contractors & Employees	For state highway prevailing wage rates, DWD is required to include wage rates for work performed on Sundays, holidays and shift differentials based on the time of day or night when work is performed.

The 2009-2011 State budget bill (2009 Wisconsin Act 28) created a new prevailing wage law (§66.0904, Wis. Stats.) for PUBLICLY FUNDED PRIVATE CONSTRUCTION PROJECTS effective January 1, 2010. The current 2011-2013 State budget bill (2011 Wisconsin Act 32) REPEALS this law. So the publicly funded private construction projects law only applies to projects that awarded the prime contract during the period January 1, 2010 through June 30, 2011.

**SINGLE & MULTIPLE TRADE PROJECT THRESHOLDS
FOR §§66.0903 & 103.49, Wis. Stats.
Effective July 1, 2011**

The \$25,000 threshold for public works projects has been changed to single-trade and multiple-trade project thresholds as described below. Projects of public works with total estimated costs of completion that equal or exceed these thresholds require a prevailing wage rate determination.

SINGLE-TRADE THRESHOLD

A “single-trade project of public works” means a project in which a single trade accounts for 85 percent or more of the total labor cost of the project.

The single trade threshold is \$48,000.

MULTIPLE-TRADE THRESHOLDS

A “multiple-trade project of public works” means a project in which no single trade accounts for 85 percent or more of the total labor cost of the project.

(a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).

(b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for:

- a city or village with a population less than 2500, or
- a town

APPLYING THE NEW THRESHOLDS

The department will apply the new single-trade & multiple-trade prevailing wage thresholds to projects of public works for which the prime contract is awarded on or after July 1, 2011.

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SECTION 01 00 00
BASIC REQUIREMENTS

PART 1 GENERAL

1.1 SECTION SUMMARY

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

1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to provide construction services for constructing a new dais and making ADA improvements to Room 201 in the City-County Building.
- B. Work by Owner: Refer to Instructions to Bidders, Article 19.
- C. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work and facility occupancy.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by Contractors or Subcontractors, work by Owner, and access by Owner. Note that the space below this Work will be occupied during all Work. Also, plumbing contractor will have to access the drop ceiling of the occupied space below.

1.4 APPLICATIONS FOR PAYMENT

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

1.5 ALTERNATES

- A. Alternates quoted on Bid Form shall be reviewed and accepted or rejected at the Owner's option.
- B. Coordinate related work and modify surrounding work as required.
- C. Schedule of Alternates:
 - 1. Alternate Bid 1
 - a. Provide WD-4 ALTERNATE BID, White Oak, quarter-sawn, heavy flake in lieu of Sapele, quarter-sawn per Specification Section 06 40 23.
 - 2. Alternate Bid 2
 - a. Remove and replace resilient base with RB-2 on radial walls of desks extending to floor per A201 and Specification Section 09 65 00.
 - 3. Alternate Bid 3
 - a. Refinish rift cut oak desks and partial height walls and desks at galleries, excluding gallery walls being modified by Owner, per Specification Section 09 90 00.
 - 4. Alternate Bid 4
 - a. Refinish rift cut oak columns per Specification Section 09 90 00.

1.6 COORDINATION

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

1.7 CUTTING AND PATCHING

- A. Employ a skilled and experienced installer to perform cutting and patching new work; restore work with new Products.
- B. Submit written request in advance of cutting or altering structural or building enclosure elements.
- C. Fit work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- D. Refinish surfaces to match adjacent finishes. Refinish full vertical panel of existing wood-1, mahogany walls where refinishing required.

1.8 CONFERENCES

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

1.9 PROGRESS MEETINGS

- A. Owner shall schedule and administer meetings throughout progress of the Work at minimum of two (2) per month.
- B. Owner shall preside at meetings, record minutes, and distribute copies within two (2) days to those affected by decisions made.

1.10 SUBMITTAL PROCEDURES

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

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

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

1.11 PROPOSED PRODUCTS LIST

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

1.12 SHOP DRAWINGS

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

1.13 PRODUCT DATA

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

1.14 SAMPLES

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

1.15 MANUFACTURERS' INSTRUCTIONS

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

1.16 MANUFACTURERS' CERTIFICATES

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

1.17 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

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

1.18 REFERENCES

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

1.19 INTERIOR ENCLOSURES

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

1.20 PROTECTION OF INSTALLED WORK

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

1.21 PARKING

- A. One (1) parking stall for the general contractor shall be available in the City-County Building underground parking garage.
- B. Arrange for any additional parking to accommodate construction personnel.

1.22 PROGRESS CLEANING

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

1.23 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.

- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by Construction Documents.

1.24 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.25 PRODUCT OPTIONS

- A. Where definite material is specified, it is not intention to discriminate against "equal" product made by another manufacturer. Intention is to set definite standard of material quality. Should bidder choose to bid materials other than those specified, bidder shall submit said materials specifications to Project Engineer for approval at least seven (7) days prior to Bid Opening. Public Works Project Engineer shall consider requests for Substitutions up to seven (7) days prior to date of Bid Opening.
- B. Products and materials that are not specified, but have been approved for use by Public Works Project Engineer shall be identified in addenda to all bidding contractors.
- C. Requests for material or product substitutions submitted up to fifteen (15) days after Bid Opening may be considered, but Project Engineer is not required to consider them. Dane County reserves right to approve or reject substitutions based on Specification requirements and intended use.

1.26 REQUESTS FOR SUBSTITUTIONS

- A. Document each request with complete data substantiating compliance of proposed Substitution with Construction Documents.
- B. Submit three (3) copies of requests for Substitution for consideration. Limit each request to one (1) proposed Substitution.
- C. Substitutions shall not change contract price established at Bid Opening.

1.27 STARTING SYSTEMS

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

1.28 DEMONSTRATION AND INSTRUCTIONS

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

1.29 CONTRACT CLOSEOUT PROCEDURES

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

1.30 FINAL CLEANING

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

1.31 ADJUSTING

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

1.32 OPERATION AND MAINTENANCE DATA

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

1.33 SPARE PARTS AND MAINTENANCE MATERIALS

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

1.34 AS-BUILT DRAWINGS AND SPECIFICATIONS

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 74 19

RECYCLING

PART 1 GENERAL

1.1 SUMMARY

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

- B. Related Sections:
 - 1. Section 01 00 00 - Basic Requirements

1.2 WASTE MANAGEMENT GOALS

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

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

1.3 WASTE MANAGEMENT PLAN

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

1.4 REUSE

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

1.5 RECYCLING

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

1.6 MATERIALS SORTING AND STORAGE ON SITE

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

1.7 LISTS OF RECYCLING FACILITIES PROCESSORS AND HAULERS

- A. Web site www.countyofdane.com/pwht/recycle/categories.aspx lists current information for Dane County Recycling Markets. Contractors can also contact Dane County's Recycling Manager at 608/267-8815, or local city, village, town recycling staff listed at site www.countyofdane.com/pwht/recycle/contacts.aspx. Statewide listings of recycling / reuse markets are available from Wisconsin Department of Natural Resources, www.dnr.state.wi.us/org/aw/wm/markets.

1.8 WASTE MANAGEMENT PLAN FORM

A. Contractor Information:

Name: _____

Address: _____

Phone No.: _____ Recycling Coordinator: _____

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

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 04 40 00

STONE MASONRY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Conditions of the contract and portions of Division One of this Project Manual apply to this Section as though repeated herein.

1.02 WORK INCLUDED

- A. Installation of Owner provided salvaged marble.

1.03 RELATED WORK

- A. Rough Carpentry, Section 06 10 00
- B. Metal Fabrications, Section 05 50 00

1.04 QUALITY ASSURANCE

- A. Manufacturer / installer / quarry shall have a minimum of five years production experience in work of quality and scope required on this project.
- B. Each color, grade, finish, type, and variety of stone shall be from a single quarry with sufficient resources to furnish materials of consistent quality, appearance, and physical properties.
- C. All units and placement thereof shall be in accord with Marble Institute of America and Building Stone Institute standards.

1.05 SUBMITTALS

- A. Submit in accordance with the General Conditions of the Contract.
- B. Shop Drawings:
 - 1. Shop drawings shall be complete and shall include a layout plan, fabrication details, connection and anchorage details, location of lifting devices, and member identification marks. The identification marks shall appear on the manufactured units to facilitate correct field placement. Manufacturer's standard hardware will be clearly described.
- C. Samples:
 - 1. Submit two approximate 12 inch linear samples representative of finished units of Negro Marquina to match existing color and texture. Panels to be book matched at installation.
 - 2. Submit samples of all fasteners, anchors, and adhesives being used in the installation of the marble and salvaged stone with a full description of their uses.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Transport and handle with proper equipment to protect units from dirt and damage. Place non-staining resilient spacers of even thickness between each unit. Units shall be palletized.
- B. Store to protect units from contact with soil or ground. Store units on firm surfaces to avoid warping and cracking. Place stored units so that the identification marks are visible.

PART 2 - PRODUCTS

2.01 MARBLE

- A. Negro Marquina, free of cracks/seams/starts which may impair its structural integrity or function.
- B. Polished finish on face and all exposed edges to match existing, book match adjacent panels.
- C. Approximately (6) 20"x37"x1/2" slabs will be provided by Owner for cutting and installation where indicated in the drawings. Slabs will be turned over to contractor in the parking garage of the City-County Building.

2.03 ANCHORS

- A. AISI Type 304/316 Stainless Steel. Provide strap anchors, dowels, clips, and bolt/nut anchors as required by various conditions.

2.04 SEALANTS

- A. Sealant for Locations Except as Specified in the Subsequent Paragraphs: Pecora Dynatroll, Sonolastic NP-1, Tremco Dymonic, or equal one part urethane.
 - 1. Equal means both quality and color options.
- B. Primer, when required, as recommended by the Sealant Manufacturer.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Each unit: Checked at fabrication site just prior to loading for transportation to the project site. Accept no broken, cracked, spalled, warped, or otherwise defective units.

3.02 PREPARATION

- A. Coordinate delivery, erection, of units.
- B. Protect the work and material of other trades during installation of units.

3.03 INSTALLATION

- A. Transportation, Site Handling, Erection: Performed with acceptable equipment methods, by qualified personnel acceptable to manufacturer.
- B. Place and align the member in final position in the structure on the final bearing surfaces. All panels dry installed using anchors.
- C. Natural stones conventionally anchored to back-up structure or to masonry.
 - 1. Anchoring devices are installed to resist lateral and gravity loads.
 - 2. Anchoring components shall be designed as simply as possible, with the fewest components and types to be adjustable, and with careful prevention of galvanic and chemical corrosion meeting Building Stone Institute guidelines.

END OF SECTION 04 40 00

SECTION 05 50 00

METAL FABRICATIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Conditions of the Contract and portions of Division One of this Project Manual apply to this Section as though repeated herein.

1.02 WORK INCLUDED

- A. Metal accessories.
- B. Wall supports.

1.03 RELATED WORK

- A. Rough Carpentry, Section: 06 10 00
- B. Interior Architectural Woodwork, Section: 06 40 23

1.04 SUBMITTALS:

- A. Shop Drawings:
 - 1. Shop drawings required for all items. Show all work to be fabricated with all construction details shown in appropriate scale, methods of attachments to other materials, finished dimensions, shop welds and grinding of welds, field assembly joints, etc.
- B. Coordinate work with other suppliers and subcontractors; obtain their approved shop drawing where necessary, or obtain any necessary additional detail information regarding mounting conditions or other aspects of related work.

1.05 QUALITY ASSURANCE:

- A. Take field measurements prior to shop drawing preparation and fabrication.
- B. Comply with the provisions of the following except as otherwise indicated;
 - 1. AWS D1.1 Welding
- C. Qualify welding process and welding operators in accordance with the AWS "Standard Qualification Procedure". Provide certification that welders to be employed in the work have satisfactorily passed AWS qualification tests within the previous twelve months. If recertification of welders is required, retesting will be the Contractor's responsibility.
- D. Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

1.06 DELIVERY AND STORAGE:

- A. Package, handle, and store at the jobsite in a manner that will avoid damage or deformation. Damaged material will be rejected.

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1.07 PROJECT CONDITIONS

- A. Verify dimensions in field for pre-cut or prefabricated items.
- B. Examine job conditions and adjoining construction which may affect the acceptability of the work.

PART 2 - PRODUCTS

2.01 MATERIALS FOR FABRICATIONS:

- A. 3 inch schedule 40 steel pipe and steel plate as shown on drawings.
- B. ¼" Plate steel.
- C. Miscellaneous metals.
- D. Welding Materials: AWS D1.1; type required for materials being welded.
- E. Electrodes for Welding: E70XX, comply with AWS code.

2.01 FABRICATIONS

- A. Weld permanent connections wherever possible; use continuous welds where exposed and grind smooth; straighten members after welding.
- B. Do shop cutting, drilling, fitting wherever possible. Field measure before fabrication when necessary or required.
- C. Workmanship: Use materials of size and thickness indicated, or if not indicated, as required to produce strength and durability in finished product for use intended. Work to dimensions on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of work.
- D. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32" unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work
- E. Butt joints typical in the installation of the powder coated metal chair rail, display rail, or map rail. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type indicated or, if not indicated, security (countersunk) screws or bolts.

2.02 ACCESSORIES

- A. Epoxy bolt anchorage: HILTI (HY-10 or equal)
- B. Concrete Inserts: Threaded or wedge type, galvanized ferrous castings, either malleable iron ASTM A 47 or cast steel ASTM A 27. Provide bolts, washers and shims as require, hot-dipped galvanized, ASTM A 153.
- C. Non-shrink Grout: Master Builders "Masterflow 928" or L&M Construction Chemicals "Crystex".
- D. Provide zinc-coated fasteners for exterior use where built into exterior walls or where shown on drawings. Select fasteners for the type, grade and class required.

- 1
2 E. Provide hot-dipped galvanized coating for fasteners less than 1/2" diameter that are in contact with pressure-
3 treated wood.
4
5 F. Bolts and Nuts: Regular hex head type, ASTM A 307, Grade A or Type 304 stainless steel, ASTM A 320.
6 High Strength bolts and nuts, ASTM A 325.
7
8 G. Lag Bolts: Square head type, FS FF-B-561.
9
10 H. Machine Screws: Cadmium plated steel, FS FF-S-92, Security Screws.
11
12 I. Wood Screws: Flat head carbon steel, FS FF-S-111.
13
14 J. Plain Washers: Round, carbon steel, FS FF-W-92.
15
16 K. Concrete Anchorage Devices: Wedge-type expansion bolts, FS FF-S-325, Group II, Type 4, Class 1, zinc
17 coated or stainless steel as shown on the drawings and installed in accordance with manufacturer's
18 recommendations.
19 1. Kwik-bolt", Hilti Corporation
20 2. "Wej-it", Wej-it Corporation.
21
22 L. Masonry: Sleeve anchors zinc coated or stainless.
23 1. Rawl Lok/Bolt.
24 2. HILTI - Sleeve anchor.
25
26 M. Toggle Bolts: Spring-wing type, FS FF-B-558, Type I, Class I and Style 1 zinc coated or stainless steel as
27 shown on the drawings.
28
29 N. Lock Washers: Helical spring type carbon steel, FS FF-W-84.
30

31 PART 2 - EXECUTION

32
33 3.01 INSTALLATION

- 34
35 A. Work to be installed per plans and shop drawings.
36
37 B. Immediately following installation, touch up any minor flaws, scratches, or defects with matching texture and
38 paint. Replace any materials damaged beyond an acceptable touch-up.
39
40

41
END OF SECTION 05 50 00

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SECTION 05 70 00

DECORATIVE METAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Conditions of the Contract and portions of Division One of this Project Manual apply to this Section as though repeated herein.

1.02 WORK INCLUDED

- A. Interior Railings.
- B. Powder coat finishing of steel railings.

1.03 RELATED WORK

- A. Division 5 Section "Metal Fabrications" for non-ornamental metal fabrications.

1.04 SUBMITTALS

- A. Submit in accordance to the general conditions of the contract.
- B. Product Data: For each type of product indicated, including finishing materials.
- C. Shop Drawings: For ornamental metal. Include plans, elevations, component details, and attachments to other work. Indicate materials and profiles of each ornamental metal member, fittings, joinery, finishes, fasteners, anchorages, and accessory items.
 - 1. Provide templates for anchors and bolts specified for installation under other Sections.
- D. Samples: For each type of exposed finish required.
 - 1. 4" sections of linear shapes, indicating fastening methods.
 - 2. Powder Coatings: 4" x 4" samples on applicable substrate.

1.05 QUALITY ASSURANCE

- A. Take field measurements prior to shop drawing preparation and fabrication.
- B. Fabricator Qualifications: A firm experienced in producing ornamental metal similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. High-Performance-Coating Applicator Qualifications: A firm experienced in successfully applying coatings of type indicated and employing competent control personnel to conduct continuing, effective quality-control program to ensure compliance with requirements.
- D. Structural Performances
 - 1. Handrails and top rails shall be capable of withstanding concentrated loads of 200 lbs. applied at any point in any direction or a uniform load of 50 lbs/ft applied horizontally at the top rail, whichever produces the greatest stress,

- 1 E. Preassemble items in shop to greatest extent possible to minimize field splicing and assembly.
2 Disassemble units only as necessary for shipping and handling limitations. Clearly mark units
3 for reassembly and coordinated installation.
4
- 5 F. Welding: Qualify procedures and personnel according to the following:
6 1. AWS D1.1, "Structural Welding Code--Steel."
7 2. AWS D1.3, "Structural Welding Code--Sheet Steel."
8 3. AWS D1.6, "Structural Welding Code--Stainless Steel."
9

10 1.06 DELIVERY, STORAGE, AND HANDLING

- 11
12 A. Store ornamental metal inside a well-ventilated area, away from uncured concrete and masonry,
13 and protected from weather, moisture, soiling, abrasion, extreme temperatures, and humidity.
14

15 1.07 PROJECT CONDITIONS

- 16
17 A. Field Measurements: Verify actual locations of walls and other construction contiguous with
18 ornamental metal by field measurements before fabrication and indicate measurements on Shop
19 Drawings.
20 1. Established Dimensions: Where field measurements cannot be made without delaying
21 the Work, establish dimensions and proceed with fabricating railings without field
22 measurements. Coordinate wall and other contiguous construction to ensure that actual
23 dimensions correspond to established dimensions.
24 2. If practical, provide allowance for trimming and fitting at site.
25

26 1.08 COORDINATION

- 27
28 A. Coordinate installation of anchorages for ornamental metal items. Furnish setting drawings,
29 templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor
30 bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver
31 such items to Project site in time for installation.
32

33 1.09 ENVIRONMENTAL REQUIREMENTS

- 34
35 A. Recycled content: Provide products manufactured from recycled content:
36 1. Steel: Minimum 74% post-consumer, 14% pre-consumer.
37
38 B. Regional Material: Provide materials or products that have been extracted, harvested, or
39 recovered, as well as manufactured, within 500 miles of the project site.
40 1. Steel: 100%.
41
42 C. Low-Emitting Materials, Field applied Paints and Coatings (EQ Credit 4.2): Interior paints and
43 coatings applied on-site must meet the limitations and restrictions concerning chemical
44 components set by the following standards:
45 1. Topcoat Paints, Green Seal Standard GS-11, Paints: First Edition, May 20, 1993.
46 2. Anti-Corrosive and Anti-Rust Paints: Green Seal Standard GS-03, Anti-Corrosive
47 Paints", Second Edition, January 7, 1997. For applications on ferrous metal substrates.
48 3. "All Other Architectural Coatings, Primers and Undercoats: South Coast Air Quality
49 Management District (SCAQMD) Rule #1113, Architectural Coatings", rules in effect on
50 January 1, 2004.
51

52 PART 2 - PRODUCTS

53
54 2.01 METALS, GENERAL
55

- 1 A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller
2 marks, rolled trade names, stains, discolorations, or blemishes.
3
- 4 2.02 STEEL AND IRON
5
- 6 A. Tubing: ASTM A 500 cold formed.
7
- 8 B. Plates, Shapes, and Bars: ASTM A 36/A 36M.
9
- 10 2.03 MANUFACTURED UNITS
11
- 12 A. Railings: custom steel railings.
13 1. Accessories: Provide all connectors, splices, caps at base, top caps, wall returns, corners,
14 adapters, plugs, anchors bolts, sleeves, etc. for a complete installation as indicated on
15 Drawings.
16
- 17 2.04 FASTENERS
18
- 19 A. Fastener Materials: Unless otherwise indicated, provide the following:
20 1. Uncoated Steel Items: Plated steel fasteners complying with ASTM B 633,
21 Class Fe/Zn 25 for electrodeposited zinc coating where concealed, Type 304 stainless-
22 steel fasteners where exposed.
23 2. Dissimilar Metals: Type 304 stainless-steel fasteners.
24
- 25 B. Fasteners for Anchoring to Other Construction: Unless otherwise indicated, select fasteners of
26 type, grade, and class required to produce connections suitable for anchoring indicated items to
27 other types of construction indicated.
28
- 29 C. Provide concealed fasteners for interconnecting components and for attaching ornamental metal
30 items to other work, unless exposed fasteners are unavoidable.
31 1. Provide square or hex socket flat-head machine screws for exposed fasteners, unless
32 otherwise indicated.
33
- 34 D. Anchors: Provide torque-controlled expansion anchors, fabricated from corrosion-resistant
35 materials with capability to sustain, without failure, a load equal to six times the load imposed
36 when installed in unit masonry and equal to four times the load imposed when installed in
37 concrete, as determined by testing per ASTM E 488 conducted by a qualified independent
38 testing agency.
39
- 40 2.05 MISCELLANEOUS MATERIALS
41
- 42 A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy
43 welded.
44 1. Provide type and alloy as recommended by producer of metal to be welded and as
45 required for color match with base metal, strength, and compatibility in fabricated items.
46
- 47 B. Zinc-Rich Primer: Complying with SSPC-Paint 20 or SSPC-Paint 29 and compatible with
48 topcoat.
49 1. Use primer with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according
50 to 40 CFR 59, Subpart D (EPA Method 24).
51 2. Available Products: Subject to compliance with requirements, products that may be
52 incorporated into the Work include, but are not limited to, the following:
53
- 54 a. Sherwin-Williams Company (The); “Khem Bond HS” or “Recoatable Epoxy
55 Primer”, rust-inhibitive primer.
56

1 C. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

2
3 2.06 FABRICATION, GENERAL

4
5 A. Assemble items in the shop to greatest extent possible to minimize field splicing and assembly.
6 Disassemble units only as necessary for shipping and handling limitations. Clearly mark units
7 for reassembly and coordinated installation. Use connections that maintain structural value of
8 joined pieces.

9
10 B. Form ornamental metal to required shapes and sizes, true to line and level with true curves and
11 accurate angles and surfaces. Finish exposed surfaces to smooth, sharp, well-defined lines and
12 arcs.

13
14 C. Form bent-metal corners to smallest radius possible without causing grain separation or
15 otherwise impairing work.

16
17 D. Form simple and compound curves in bars and extruded shapes by bending members in jigs to
18 produce uniform curvature for each configuration required; maintain cross section of member
19 throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed
20 surfaces.

21
22 E. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of
23 approximately 1/32 inch, unless otherwise indicated. Remove sharp or rough areas on exposed
24 surfaces.

25
26 F. Mill joints to a tight, hairline fit. Cope or miter corner joints.

27
28 G. Weld permanent connections wherever possible; use continuous welds where exposed and grind
29 smooth; straighten members after welding.

- 30 1. Use materials and methods that minimize distortion and develop strength and corrosion
31 resistance of base metals.
32 2. Obtain fusion without undercut or overlap.

33
34 H. Comply with AWS for recommended practices in shop welding and brazing. Weld and braze
35 behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded
36 and brazed joints of flux, and dress exposed and contact surfaces.

- 37 1. Where welding and brazing cannot be concealed behind finished surfaces, finish joints to
38 comply with NOMMA's "Voluntary Joint Finish Standards" for Type 1 Welds: No
39 evidence of a welded joint.

40
41 I. Provide necessary rebates, lugs, and brackets to assemble units and to attach to other work. Cut,
42 reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items, unless
43 otherwise indicated.

44
45 J. Fabricate metal mesh panels square and aligned with adjacent panels.

46
47 2.07 FINISHES, GENERAL

48
49 A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for
50 recommendations for applying and designating finishes.

51
52 2.08 STEEL AND IRON FINISHES

53
54 A. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with
55 minimum requirements indicated below for SSPC surface-preparation specifications and
56 environmental exposure conditions of installed ornamental metal:

- 1 1. Interiors (SSPC Zone 1A): SSPC-SP 6, "Commercial Blast Cleaning."
2
3 B. Factory-Primed Finish: Apply air-dried primer immediately after cleaning and pretreatment, to
4 provide a minimum dry film thickness of 4 mils per applied coat, to surfaces that will be exposed
5 after assembly and installation, and to concealed, non-galvanized surfaces.
6 1. Shop priming to be spray applied.
7
8 C. Powder Coat Finish
9 1. Factory finishing to comply with AAMA 2603 except with a minimum dry film thickness
10 of 1.5 mils.
11 2. Comply with coating manufacturer's written instructions for cleaning, conversion coating,
12 and applying and baking finish.
13 3. Powder-Coat Finish of completed fabrications: Prepare, treat, and coat non-galvanized
14 ferrous metal to comply with resin manufacturer's written instructions and as follows:
15 a. Prepare uncoated ferrous-metal surfaces to comply with SSPC-SP 6/NACE No. 3,
16 "Commercial Blast Cleaning."
17 b. Treat prepared metal with iron-phosphate pretreatment, rinse, and seal surfaces.
18 c. Apply thermosetting polyester or acrylic urethane powder coating with cured-film
19 thickness not less than 1.5 mils
20
21 4. Polyester, powder-coat finish.
22 a. Manufacturer: Tiger Drylac or equal.
23
24 5. Color: Selected by A/E from manufacturer's full range of exterior RAL colors.
25 6. Texture/sheen: Smooth glossy.
26

27 PART 3 - EXECUTION

28
29 3.01 EXAMINATION

- 30
31 A. Examine substrates and conditions, with Installer present, for compliance with requirements for
32 installation tolerances and other conditions affecting performance of ornamental metal.
33 1. Proceed with installation only after unsatisfactory conditions have been corrected.
34

35 3.02 INSTALLATION, GENERAL

- 36
37 A. Install manufactured units according to manufacturer's written instructions.
38
39 B. Provide anchorage devices and fasteners where needed to secure ornamental metal to in-place
40 construction.
41 1. Provide necessary allowances for thermal movement and structural support deflection.
42
43 C. Perform cutting, drilling, and fitting required to install ornamental metal. Set products
44 accurately in location, alignment, and elevation; measured from established lines and levels.
45 Provide temporary bracing or anchors in formwork for items to be built into concrete, masonry,
46 or similar construction.
47
48 D. Fit exposed connections accurately together to form tight, hairline joints or, where indicated,
49 with uniform reveals and spaces for sealants and joint fillers. Where cutting, welding, and
50 grinding are required for proper shop fitting and jointing of ornamental metal, restore finishes to
51 eliminate evidence of such corrective work.
52
53 E. Do not cut or abrade finishes that cannot be completely restored in the field. Return items with
54 such finishes to the shop for required alterations, followed by complete refinishing, or provide
55 new units as required.
56

- 1 F. Restore protective coverings that have been damaged during shipment or installation. Remove
2 protective coverings only when there is no possibility of damage from other work yet to be
3 performed at same location.
4 1. Retain protective coverings intact; remove coverings simultaneously from similarly
5 finished items to preclude non-uniform oxidation and discoloration.
6
7 G. Field Welding: Comply with applicable AWS specification for procedures of manual shielded
8 metal arc welding, for appearance and quality of welds, and for methods used in correcting
9 welding work. Weld connections that are not to be left as exposed joints but cannot be shop
10 welded because of shipping size limitations. Grind exposed welded joints smooth and restore
11 finish to match finish of adjacent surfaces.
12
13 H. Corrosion Protection: Separate dissimilar metals with gasketed fasteners, isolation shims or
14 bituminous tape to prevent corrosive or electrolytic action.
15 1. Coat concealed surfaces of aluminum that will be in contact with grout, concrete,
16 masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
17

18 3.03 CLEANING
19

- 20 A. Unless otherwise indicated, clean metals by washing thoroughly with clean water and soap,
21 rinsing with clean water, and drying with soft cloths.
22
23 B. Clean copper alloys according to metal finisher's written instructions in a manner that leaves an
24 undamaged and uniform finish matching approved Sample.
25
26 C. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and
27 abraded areas of shop paint, and paint exposed areas with same material.
28

29 3.04 PROTECTION
30

- 31 A. Protect finishes of ornamental metal from damage during construction period with temporary
32 protective coverings approved by ornamental metal fabricator.
33 1. Protect stainless steel finishes from contamination by ferrous metals from tools, cutting,
34 grinding or welding activities during installation.
35 2. Remove protective covering at time of Substantial Completion.
36
37 B. Restore finishes damaged during installation and construction period so no evidence remains of
38 correction work. Return items that cannot be refinished in the field to the shop; make required
39 alterations and refinish entire unit, or provide new units.
40
41
42

END OF SECTION 05 70 00

1 SECTION 06 10 00

2
3 ROUGH CARPENTRY

4
5 PART 1 - GENERAL

6
7 1.01 RELATED DOCUMENTS

- 8
9 A. Conditions of the Contract and portions of Division One of this Project Manual apply to this
10 Section as though repeated herein.

11
12 1.02 SCOPE

- 13
14 A. Perform all Work required to complete the Rough Carpentry indicated by the Construction
15 Documents, and furnish all items necessary for its proper installation.

16
17 1.03 RELATED WORK

- 18
19 A. Interior Architectural Woodwork, Section 06 40 23.
20
21 B. Resilient Flooring, Section 09 65 00.
22
23 C. Solid Surface, Section 06 61 00.

24
25 1.04 SUBMITTALS

- 26
27 A. Submit in accordance to the General Conditions of the contract.
28
29 B. Material certificates for dimensional lumber specified to comply with minimum allowable unit
30 stresses indicated on the documents. Indicate species and grade selected for each use, and
31 design values approved by American Lumber Standards Committee.
32
33 C. Framing plan indicating field verified dimensions, structural performances, ratings,
34 compliance with resilient flooring manufacturers' substrate requirements and shop fabricated
35 architectural woodwork requirements for Owner and A/E approval and coordination of Owner
36 provided electrical.
37
38 D. Schedule for completion of rough framing for coordination of templating for shop fabrication
39 of architectural woodwork.
40
41 E. Wood treatment data as follows, including chemical treatment manufacturer's warranty and
42 instructions for handling, storing, installing, and finishing treated materials:
43
44 1. For each type of preservative-treated wood product, include certification by treating plant
45 stating type of preservative solution and pressure process used, net amount of
46 preservative retained, and compliance with applicable standard.

47
48 1.05 REFERENCES

- 49
50 A. American Institute of Timber (AITC)
51 1. AITC, Timber Construction Manual
52
53 B. American Forest and Paper Association (AFPA)
54 1. AFPA, National Design Specification for Wood Construction.
55 2. AFPA, Design Values for Wood Construction, NDS Supplement.

- 1
2 C. American Plywood Association (APA)
3 1. APA, Plywood Design Specification.
4
5 D. American National Standards Institute (ANSI)
6 1. ANSI A190.1, Structural Glued Laminated Wood.
7 2. ANSI A208.1, Material Formed Wood Particle Board.
8
9 E. American Society for Testing and Materials (ASTM)
10 1. ASTM E84, Test for Surface Burning Characteristics of Building Materials.
11
12 F. American Wood Preservers Association (AWPA)
13 1. AWPA C-20, Structural Lumber - Fire Retardant Treatment by Pressure Processes.
14
15 G. American Wood Preservers Bureau (AWPB)
16 1. AWPB LP-2, Pressure Treatment with Water-Borne Preservatives.
17
18 H. National Bureau of Standards (NBS)
19 1. NBS PS 1, Voluntary Product Standard for Construction and Industrial Plywood.
20 2. NBS PS 20, Voluntary Product Standard for Lumber.
21
22 1.06 DELIVERY, STORAGE AND HANDLING
23
24 A. Deliver materials to the site dry and store above ground on level wood blocking, cover from
25 rain, allowing drainage of water from all parts. Handle with care to avoid damage.
26
27 1.07 COORDINATION
28
29 A. Correlate location of all framing, furring, blocking, grounds and similar items with all trades
30 including electrical by Owner.
31
32 B. Verify all dimensions and shop drawing requirements prior to proceeding with work.
33
34 C. Avoid delay of work of other trades dependent on or affected by carpentry work.
35
36 1.08 QUALITY ASSURANCE
37
38 A. Sub-floor preparation, installation and maintenance per Expanko Document ID: 010 Pre-
39 Installation Guidelines and 110 Cork Installation Instructions.
40
41 B. Structural Performances
42 1. Platforms shall be capable of withstanding a uniform load of 100 lbs. per sq. ft. or a
43 concentrated load of 300 lbs. located to produce maximum stress conditions.
44
45 1.09 ENVIRONMENTAL REQUIREMENTS
46
47 A. Low-Emitting Materials, Adhesives, and Sealants: Materials used on the interior of the
48 building (defined as inside the weatherproofing system and applied on site) must not exceed
49 the following requirements.
50 1. Adhesives, Sealants and Sealant Primers: South Coast Air Quality Management
51 (SCAQMD) Rule # 1168, requirements in effect on July 1, 2005, and rule amendment
52 date January 7, 2005.
53 2. Aerosol Adhesives: Green Seal Standard for Commercial Adhesives GS-36,
54 requirements in effect on October 19, 2000.
55

- 1 B. Low- Emitting Materials, Composite Wood & Agrifiber Products: Composite wood and
2 agrifiber products used inside the weatherproofing system shall contain no added urea-
3 formaldehyde resins.
4 1. Laminating Adhesives used to fabricate on-site and shop applied composite wood and
5 agrifiber assemblies shall contain no added urea-formaldehyde resins.
6

7 PART 2 - PRODUCTS

8
9 2.01 MATERIALS

- 10
11 A. Light framing shall be construction grade-marked according to WWSA, S4S, dried, 19 percent
12 maximum moisture content; Douglas Fir, Hem Fir, Southern Pine, Spruce-Pine-Fir, or as
13 indicated on the Drawings.
14
15 B. Structural Framing
16 1. Wood 2x6 and smaller structural members shall be No. 2 grade-marked according to
17 WWSA, S4S, dried, 19 percent maximum moisture content; Douglas Fir, Hem-Fir,
18 Southern Pine, or as indicated on the Drawings.
19 2. Wood 2x8 and larger structural members shall be No. 2 grade-marked according to
20 WWSA, S4S, dried, 19 percent maximum moisture content; Douglas Fir, or as indicated
21 on the Drawings.
22
23 C. Wood for nailers, blocking, furring, sleepers and other miscellaneous boards: Construction
24 grade, S4S, dried, 19 percent maximum moisture content. Pressure preservative treat items in
25 contact with flashing, waterproofing, masonry, concrete or the ground.
26
27 D. Plywood sheathing shall be 5/8 inch thick, 5-ply, CDX APA Rated, un-sanded with a
28 minimum 24/0 span rating. Sheathing shall be by 48 inches wide by 96 inches long.
29
30 E. Per ASTM F 1482, "A combination of a wood subfloor and panel underlayment shall be of
31 double layer construction. Total thickness shall be a minimum of 1".
32
33 F. Wood Underlayments: Use only approved underlayment panel such as Arctic birch (also
34 known as Baltic birch) in 1/4" thickness (5 ply) or 3/8" thickness (7 ply). Halex and Tecply are
35 two brand names for these types of products. A/C grade plywood with one side finished is also
36 acceptable.
37
38 G. Fire-retardant treated wood products shall be pressure-impregnate wood materials to comply
39 with ASTM E84, Class A and with AWPA C-20 and C-27. Each piece shall bear UL label
40 "FR-S" for 25 maximum flame spread. Moisture content after treatment shall be 19 percent
41 for lumber and 15 percent for plywood.
42 1. Treated materials shall be "Dricon" as manufactured by Koppers Company, Inc.
43
44 H. Rough hardware shall include all nails, spikes, screws, bolts and similar items of types and
45 sizes sufficient to draw and rigidly secure members for which they are used. Fasteners shall
46 be galvanized plated at exterior locations and at all treated wood applications.
47 1. Truss tie-down clips shall be fabricated from 18 gauge galvanized steel with sufficient
48 length to allow it to be fasten below to two plates. Clips shall have a maximum
49 allowable uplift load up to 415 pounds. Clips shall be "Du-al" as manufactured by Teco
50 Corporation; "H2.5" as manufactured by Simpson Strong-Tie Company, Inc.; "RT-7
51 Kant-Sag" as manufactured by United Steel Products Company; or approved equal.
52
53 I. Adhesive shall be of proper design and characteristics to rigidly secure materials for which
54 they are used. Adhesive shall be "Titebond VOC-Compliant Heavy Duty Construction

1 Adhesive"conforming with ASTM C557, as manufactured by Franklin International; or
2 approved equal.

- 3 1. Provide construction adhesive with a VOC content of less than 70 g/l.
4

5 PART 3 - EXECUTION

6
7 3.01 PREPARATION

- 8
9 A. Examine all adjoining work, verify all governing dimensions, and report any unsatisfactory
10 conditions.
11
12 B. Provide temporary enclosures, partitions, or stairs to properly protect and facilitate the work.
13

14 3.02 GENERAL INSTALLATION

- 15
16 A. Install materials and systems in accordance with manufacturer's published instructions and
17 requirements. Install materials with uniform appearance and in proper relation with adjacent
18 construction.
19
20 B. Framing Standard: Comply with AF&PA's "Manual for Wood Frame Construction," unless
21 otherwise indicated.
22
23 C. Maximum concentrated load on any joist to not exceed 100 pounds. Add joists when
24 concentrated load exceeds this value.
25
26 D. Provide a minimum of three inches of bearing for dimensional lumber. Refer to the supplier
27 requirements for bearing of laminated veneer lumber, unless noted otherwise.
28
29 E. Cut and frame all lumber into the respective locations, true to line, grade, plumb and level.
30 Form nailers, blockings and bucks to the shape and dimension indicated. Cut and frame all
31 rough carpentry work required by the other sections.
32
33 F. Use only sound, thoroughly seasoned materials of longest practical lengths and sizes to
34 minimize jointing. Use materials free from warp which cannot be easily corrected by
35 anchoring and attachment.
36
37 G. Wall stud supporting concentrated loads (i.e. joist or truss, etc.) shall be layed out to align
38 with these concentrated loads.
39
40 H. Double studs at all openings, triple at corners, and partition junctures.
41
42 I. Treat all wood nailers, sleepers, blocking, furring, other wood in contact with concrete,
43 masonry adjacent to grade or exterior which shall be inaccessible in finished work.
44
45 J. Provide blocking, bucks and framing for all trades as required.
46
47 K. Include 2 inch nominal blocking in metal stud partitions required for backing of all
48 accessories, cabinetry, and other surface or recessed items.
49
50 L. Where finish trim is applied directly to framing members or blocking, such members shall be
51 perfectly straight, clear and well seasoned. Warp or other poor characteristics not allowed.
52
53 M. Provide solid surfaces at least 1 1/2 inches wide in both directions at all corners for securing
54 finishes.
55

- 1 3.03 FLOOR JOIST FRAMING INSTALLATION
2
3 A. General: Install floor joists with crown edge up and support ends of each member with
4 not less than 1-1/2 inches of bearing on wood. Attach floor joists as follows:
5
6 1. Where supported on wood members, by using metal framing anchors.
7 2. Where framed into wood supporting members, by using wood ledgers as
8 indicated or, if not indicated, by using metal joist hangers.
9
10 B. Do not notch in middle third of joists; limit notches to one-sixth depth of joist, one-third
11 at ends. Do not bore holes larger than 1/3 depth of joist; do not locate closer than 2
12 inches (50 mm) from top or bottom.
13
14 C. Provide solid blocking of 2-inch nominal thickness by depth of joist at ends of joists
15 unless nailed to header or band.
16
17 D. Lap members framing from opposite sides of beams, girders, or partitions not less than 4
18 inches (or securely tie opposing members together. Provide solid blocking of 2-inch
19 nominal thickness by depth of joist over supports.
20
- 21 3.04 HARDWARE
22
23 A. Secure permanently and in proper position all materials with the necessary fastenings to
24 provide the strength and rigidity required to complete the work. Provide washers under bolt
25 heads and nuts in contact with wood.
26
27 B. Bolt nailers and blocking to steel, masonry or concrete members with bolts of proportionate
28 strength of members attached, length required, spaced 2 feet 0 inches on center and 4 inches
29 from each end, except as otherwise indicated. Unless otherwise indicated, anchor bolts shall
30 be 3/8 inch diameter by length required or comparable power actuated fasteners.
31
32 C. Nail plywood in accord with APA recommendations.
33
- 34 3.05 WALL SHEATHING
35
36 A. Place sheathing with all joints over supports. Provide 1 1/2 inch framing at all joints not over
37 supports where blocked joints are noted on Drawings.
38
39 B. Stagger end joints so that joint between adjacent panels occurs over different supports. Allow
40 1/8 inch spacing between panels on all sides.
41
42 C. Fasten with 8d ring-shank nails at 6 inch on center at all edges and 12 inch on center at all
43 intermediate supports, unless noted otherwise. Sheathing may be stapled with 1 1/2 inch long
44 15 gauge staples at 4 inch on center at all edges and 12 inch on center at all intermediate
45 supports, unless noted otherwise.
46
47 D. Install in accord with recommendations of APA.
48
- 49 3.06 CLEANING
50
51 A. Remove from the site all debris resulting from the Work of this Section.
52
53

END OF SECTION 06 10 00

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SECTION 06 40 23

INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Conditions of the Contract and portions of Division One of this Project Manual apply to this Section as though repeated herein.

1.02 WORK INCLUDED

- A. This section specifies solid wood and wood veneer casework and walls, as detailed on the drawings, including related components and accessories required to form integral units. Wood casework items shown on the drawings, but not specified below shall be included as part of the work under this section, and applicable portions of the specification shall apply to these items. Each like item of casework shall be of the same design and by one manufacturer.
- B. Where shown, provide solid wood or wood veneer casework items including but not limited to:
 - 1. Casework and partial height walls.
- C. Finishing of interior and exterior exposed items and surfaces.

1.03 RELATED WORK

- A. Section 06 10 00: Rough Carpentry
- B. Section 06 61 16: Solid Surface
- C. Section 05 70 00: Decorative Metal

1.04 MANUFACTURER'S QUALIFICATIONS

- A. The fabrication of casework shall be by a manufacturer who produces casework similar to the casework specified and shown capable of producing custom elements as necessary.

1.05 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by basic designation only.
- B. American Society for Testing and Materials (ASTM):
 - 1. A167-99 (R2004) Stainless and Heat-Resisting chromium-Nickel Steel Plate, Sheet and Strip
 - 2. A1008-07 Steel, Sheet, Cold-Rolled, Carbon, Structural, High Strength Low Alloy
 - 3. C1036-06 Flat Glass
- C. Composite Panel Association (CPA):
 - 1. A208.1-99 Particleboard
- D. U.S. Department of Commerce Product Standards (Prod. Std):
 - 1. PS1-95 Construction and Industrial Plywood
- E. Hardwood, Plywood and Veneer Association (HPVA):
 - 1. HP.1-04 Hardwood and Decorative Plywood

- 1
2 F. Architectural Woodwork Institute (AWI):
3 1. Architectural Woodwork Quality Standards
4
5 G. National Electrical Manufacturers Association (NEMA):
6
7 H. Hardwood Plywood and Veneer Association
8 1. HP-1 Hardwood and Decorative Plywood
9
10 1.06 SUBMITTALS
11
12 A. Submit in accord with the General Conditions of this Contract.
13
14 B. Manufacturer's Literature and Data:
15 1. Adhesive cements.
16 2. Joint sealants.
17 3. Stains and Finishes.
18
19 C. Samples:
20 1. Provide two Wood Face Veneer or Hardwood Plywood samples for each wood species
21 and/or color and finish. Two sq. feet minimum each, must represent coloration patterns.
22 2. Solid wood with each finish applied, grade and species to match architect's choice. Two sq.
23 feet minimum must represent coloration patterns.
24 3. Submit a full range of edge profiles to be chosen by A/E.
25 4. All miscellaneous hardware being used.
26
27 D. Mock-up indicating the method of fabrication, materials and panel matches is to be provided and
28 reviewed in the shop of the architectural woodwork firm with Architect and Owner for approval
29 prior to fabrication, including approval of direction of the grain and joints.
30
31 E. Shop Drawings 11" x 17" minimum; scaled:
32 1. All casework, include materials, component profiles, unit type, locations, elevations, seam
33 layout, scribe strips, hardware, feature and special cutout areas. Provide sections and details
34 for special areas such as wall panels and fin tube covers.
35 2. Cabinets and counters showing electrical receptacles which are mounted on cabinets and
36 counters.
37 3. Fastenings and method of installation.
38
39 1.07 QUALITY ASSURANCE
40
41 A. Deliver handle and store materials in accordance with the manufacture's instructions.
42
43 B. Perform all work in accordance with KCMA A161.00 and AWI, Architectural Woodwork Quality
44 Standards.
45
46 C. For 72 hours before, during, and after installation of work of this section, maintain the same
47 temperature and humidity conditions in the building spaces as will occur after occupancy.
48
49 D. Quality Standards: Architectural Woodwork Quality Standards, Guide Specification and Quality
50 Control Program as set forth by the Architectural Woodwork Institute (AWI).
51
52 E. Architectural Woodwork Manufacturer: Experienced in this type of work; successfully completed
53 comparable work.
54

1 F. Deviations from quality, grade, species, and finish specified under AWI Interior Woodwork for
2 Transparent Finish and Interior Woodwork for Paint Finish will be allowed for individual items or
3 components only if specified under separate headings covering such items.
4

5 1.08 ENVIRONMENTAL REQUIREMENTS
6

7 A. Regional Materials: Provide materials or products that have been extracted, harvested, or recovered,
8 as well as manufactured, within 500 miles of the project site.

- 9 1. Plywood: 100%.
10 2. Particleboard: 100%.

11
12 B. Sustainably Harvested Wood. Certified Wood: At Contractor's option, provide wood-based
13 materials and products certified in accordance with the Forest Stewardship Council's (FSC)
14 Principals and Criteria.
15

16 C. Low-Emitting Materials, Field applied Paints and Coatings: Interior paints and coatings applied on-
17 site must meet the limitations and restrictions concerning chemical components set by the following
18 standards:

- 19 1. "All Other Architectural Coatings, Primers and Undercoats: South Coast Air Quality
20 Management District (SCAQMD) Rule #1113, Architectural Coatings", rules in effect on
21 January 1, 2004.
22

23 D. Low-Emitting Materials, Adhesives, and Sealants: Materials used on the interior of the building
24 (defined as inside the weatherproofing system and applied on site) must not exceed the following
25 requirements.

- 26 1. Adhesives, Sealants and Sealant Primers: South Coast Air Quality Management (SCAQMD)
27 Rule # 1168, requirements in effect on July 1, 2005, and rule amendment date January 7,
28 2005.
29 2. Aerosol Adhesives: Green Seal Standard for Commercial Adhesives GS-36, requirements in
30 effect on October 19, 2000.
31

32 E. Low- Emitting Materials, Composite Wood & Agrifiber Products: Composite wood and agrifiber
33 products used inside the weatherproofing system shall contain no added urea-formaldehyde resins.

- 34 1. Laminating Adhesives used to fabricate on-site and shop applied composite wood and
35 agrifiber assemblies shall contain no added urea-formaldehyde resins.
36

37 PART 2 - PRODUCTS
38

39 2.01 MANUFACTURERS
40

- 41 A. Wisconsin Built, Deerfield, WI
42
43 B. Discher Architectural Millwork, Inc., Oshkosh, WI
44
45 C. Brunsell Lumber and Millwork, Madison, WI
46
47 D. Hensen Manufacturing, Sun Prairie, WI
48
49 E. American Woodwork, Inc. Milwaukee, WI
50
51 F. DeLeers Millwork, Inc. Green Bay WI
52
53 G. Carley Wood Associates, Inc. Madison, WI
54
55 H. Lange Brothers Woodwork Co. Inc. Milwaukee, WI

- 1
2 I. Or approved equal.
3
4 2.02 SOLID WOOD PRODUCTS
5
6 A. Interior: AWI 300 Custom Grade.
7 1. Species: White Oak, rift cut.
8 2. Grade: NHLA – FAS.
9 3. Texture: S2S2E, (smooth).
10
11 B. Interior: AWI 300 Custom Grade
12 1. Species: Sapele, quarter sawn.
13 2. Grade: NHLA – FAS
14 3. Texture: Smooth
15
16 C. Wood required for edge banding, moldings, legs, etc. shall be of same species as wood face veneer.
17
18 D. Wood coloration to be consistent with no mineral staining or dramatic color changes allowed.
19
20 2.03 PLYWOOD, HARDWOOD FACE VENEER:
21
22 A. Interior: AWI 200.
23 1. One side exposed: INT-APA-AC.
24 2. Two sides exposed: INT-APA-AA.
25 3. HPVA HP-1, Premium Grade, Species as is noted on drawings.
26
27 B. Interior: MDF:
28 3. Formaldehyde Free.
29
30 2.04 SCHEDULE OF MATERIALS
31
32 A. WD-1: Existing Mahogany
33 1. Custom Stain to match existing where restoration requires.
34
35 B. WD-2: White Oak, rift cut
36 1. Grain to run vertical
37 2. Custom Stain to match Architect’s Control Sample
38
39 C. WD-3: White Oak, rift cut, salvaged panels for reinstallation
40 1. Custom stain to match Architect’s Control Sample
41
42 D. WD-4, BASE BID: Sapele, quarter-sawn
43 1. Custom stain to match Architect’s Control Sample
44 2. Grain to run vertical
45 3. Slip, Center, Book Match on exterior face of dais.
46
47 E. WD-4, ALTERNATE BID: White Oak, quarter-sawn, heavy flake
48 1. Custom stain to match Architect’s Control Sample
49 2. Vertical grain
50 3. Slip, Center, Book Match on exterior face of dais.
51
52 2.05 HARDWARE
53
54 A. Conforming to ANSI requirements ANSI/BHMA A156.9.
55

- 1 B. Steel Counter or Shelf Brackets:
2 1. Hafele: Hebgo Bracket.
3 2. Size to match counter.
4
- 5 C. Grommet: Mockett, Max1/A or approved equal. Locations at dais to be coordinated with A/V
6 contractor. Provide (1) per monitor location at dais and (2) additional grommet locations on either
7 side of the dais.
8
- 9 D. Wire Manager: Mockett G-Shape WM4 or approved equal. Locations at dais to be coordinated with
10 A/V contractor. Provide (1) per monitor location at dais.
11
- 12 E. Castors: Mockett CA52B/SN – 4 13/16” Hollow Wheel Castor, Satin Nickle w/ Brake & Stem.
13 Height and finish to be selected from manufacturers full range for movable witness stand with brake.
14
- 15 F. Z Clips: Monarch Z Clips, MF 375 with 3/8” lift off. Location and quantity to provide a complete
16 installation with panel weights coordinated with Monarch. Shim Z clips to allow receiving on the
17 radius or utilize custom 1” Monarch Z Clips, MF 375 in 1” width.
18
- 19 G. Adjustable Shelving Supports: Stainless Steel, 5mm straight.
20
- 21 H. Shelf Adjustments:
22 1. Fully adjustable 5mm line boring at 1” increments including shelf supports.
23
- 24 2.06 ACCESSORIES
25
- 26 A. Provide nails, screws and other anchoring devices of the proper type, size, material and finish for
27 application to provide secure attachment, concealed where possible, and complying with applicable
28 Federal Specifications.
29 1. Nails, Wire, Brads and Staples: FS FF-N-105.
30 2. Power-Driven Fasteners: CABO NER-272.
31 3. Cedar and Ipe to be fastened with 304 (18-8) or better stainless steel fasteners only.
32
- 33 B. Where interior finish carpentry materials are exposed in areas of high humidity, provide fasteners
34 and anchorages with hot-dip galvanized coating complying with ASTM A 153 or No. 304 stainless
35 steel.
36
- 37 C. Glue: Aliphatic- or phenolic-resin wood glue recommended by manufacturer for general carpentry
38 use.
39
- 40 D. Sealants: Comply with requirements of Division 7 Section “Joint Sealants” for materials required for
41 sealing work.
42
- 43 2.07 FABRICATION
44
- 45 A. Casework shall be of the flush overlay design and, except as otherwise specified, be of premium
46 grade construction and of component thickness in conformance with AWI Quality Standards.
47
- 48 B. Field Dimensions
49 1. Millwork Manufacturer: Responsible for details, dimensions not controlled by job
50 conditions; show on shop drawing all field measurements beyond his control. Contractor,
51 Woodwork Manufacturer: Cooperate to establish, maintain these field dimensions.
52
- 53 C. Cutouts: Make those required for mechanical and electrical items.
54

- 1 D. Radius moldings to the radius to be fabricated in the longest possible lengths to minimize installer
2 joints.
3
- 4 E. Fabricate casework of factory finished wood veneers and hardwoods as follows:
5 1. Horizontal and vertical reveals between doors and drawer for overlay design shall be minimal
6 unless otherwise shown.
7 2. Cabinet box sides shall be a minimum of 3/4-inch thick, exposed surfaces to match doors.
8 Frameless design. No raw or unfinished edges exposed. Interiors to be of matching wood
9 species as doors.

10
11 PART 3 - EXECUTION

12
13 3.01 EXAMINATION

- 14
15 A. Examine substrates, with Installer present, for compliance with requirements for installation
16 tolerances and other conditions affecting installation and performance of finish carpentry. Do not
17 proceed with installation until unsatisfactory conditions have been corrected.
18

19 3.02 INSTALLATION

- 20
21 A. Do not use finish carpentry materials that are unsound, warped, improperly treated or finished,
22 inadequately seasoned, or too small to fabricate with proper jointing arrangements.
23 1. Do not use manufactured units with defective surfaces, sizes or patterns.
24
25 B. Install finish carpentry plumb, level, true and aligned with adjacent materials. Use concealed shims
26 where required for alignment.
27
28 C. Scribe and cut finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by
29 manufacturer.
30 1. Countersink nails; fill surface flush and sand where face nailing is unavoidable.
31
32 D. Install to tolerance of 1/8 inch in 96 inches for plumb and level. Install adjoining finish carpentry
33 with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal
34 installation.
35
36 E. Coordinate finish carpentry with materials and systems in or adjacent to standing and running trim
37 and rails.
38 1. Provide cutouts for mechanical and electrical items that penetrate exposed surfaces of trim
39 and rails.
40
41 F. Finish according to specified requirements.
42 1. Refer to Division 9 Sections for final finishing of finish carpentry.
43

44 3.03 FASTENINGS

- 45
46 A. Fastenings for securing casework to adjoining construction shall be as detailed on the drawings or
47 approved shop drawings.
48
49 B. Coordinate installation for reinforcement of walls and partitions for casework anchorage. (Wall
50 blocking)
51

52 3.04 CLEANING

- 53
54 A. Clean exposed surfaces and shop-finished woodwork. Touch-up finish as required and remove and
55 refinish damaged or soiled areas of finish.

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- B. Protect finish carpentry and maintain conditions necessary to ensure that work will be without damage or deterioration at time of acceptance.

END OF SECTION 06 40 23

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SECTION 06 61 18

SOLID SURFACE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Conditions of the Contract and portions of Division One of this Project Manual apply to this Section as though repeated herein.

1.02 WORK INCLUDED

- A. Solid surface countertops, caps and reveals.

1.03 RELATED WORK

- A. Rough Carpentry: Section 06 61 00.
- B. Interior Architectural Casework: 06 40 23.
- C. Gypsum Wall Board Section 09 29 00.

1.04 SUBMITTALS

- A. Submit in accord with the General Conditions of the Contract.
 - 1. Product Data: Manufacturer's catalog information edited to indicate products to be provided for this Project.
 - a. Joint adhesives or mastics, color matched.
 - b. Joint sealants.
 - c. Fastening adhesive
 - 2. Samples:
 - a. Product Data.
 - b. Solid surface sheet material.
 - c. Include color chart showing full range of available colors for sheet

1.05 QUALITY ASSURANCE

- A. Fabricator/Installer Qualifications: Minimum three years experience in fabrication and installation of solid surface materials or certification by Distributor.
 - 1. Qualifications: Proof of fabricator qualifications.
 - 2. Certificates: Copies of ISO certifications.
 - 3. Test Reports:
 - a. Flammability test reports.
 - b. Food preparation zone use test reports.
 - 4. Manufacturer's Fabrication and Installation Manual.
 - 5. Manufacturer's Fabrication and Installation Check List.
- B. Shop Drawings: Provide plans, sections, and large-scale details. Include attachment provisions and fabrication methods.

1.06 WARRANTY

- A. Provide manufacturer's standard 10 year warranty against defects in workmanship.

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1.07 MAINTENANCE

- A. Extra Materials: Provide for future repair use by Owner.
 - 1. Minimum 4 sf per 50 lf of each countertop color.

1.08 SPECIAL INSTRUCTIONS

- A. Do not deliver components to project site until spaces are ready for installation.

1.09 ENVIRONMENTAL CONDITIONS

- A. Installation spaces must be maintained at normal occupancy temperature and humidity levels for minimum 72 hours prior to and continuously following installation.

1.010 ENVIRONMENTAL REQUIREMENTS

- A. Recycled content: Provide products manufactured from recycled content as specified, to be measured and documented according to the LEED Green Building Rating System.
 - 1. Solid surface: Minimum 50% post-consumer recycled content.
- B. Low-Emitting Materials, Field applied Paints and Coatings: Interior paints and coatings applied on-site must meet the limitations and restrictions concerning chemical components set by the following standards:
 - 1. "All Other Architectural Coatings, Primers and Undercoats: South Coast Air Quality Management District (SCAQMD) Rule #1113, Architectural Coatings", rules in effect on January 1, 2004.
- C. Low-Emitting Materials, Adhesives, and Sealants: Materials used on the interior of the building (defined as inside the weatherproofing system and applied on site) must not exceed the following requirements.
 - 1. Adhesives, Sealants and Sealant Primers: South Coast Air Quality Management (SCAQMD) Rule # 1168, requirements in effect on July 1, 2005, and rule amendment date January 7, 2005.
 - 2. Aerosol Adhesives: Green Seal Standard for Commercial Adhesives GS-36, requirements in effect on October 19, 2000.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Solid Surface
 - 1. Solid Surface-1,
 - a. Formica, Solid Surfacing
 - b. Or approved equal by: Dupont, Corian; Wilsonart, Solid Surfacing.
 - 2. Solid Surface-2.
 - a. Formica, Solid Surfacing
 - b. Or approved equal by: Dupont, Corian; Wilsonart, Solid Surfacing.
- B. No cracked, chipped, broken, stained, or defective material will be accepted.
 - 1. Materials fabricated to thickness and size shown on drawings.
 - a. All sizes to be field verified.
- C. Color Match Differences: Minimal.

- 1 D. Adhesives: Use manufacturer's recommended adhesives, and installation instructions. See product
2 fabrication manuals for application techniques and surface preparation.
3 1. Chroma must be mechanically fastened.
4

5 2.02 FABRICATION
6

- 7 A. Field verify measurements.
8
9 B. Finished Surfaces: Uniform as chosen by A/E from full range with all edge profiles as shown on
10 drawings.
11
12 C. Color and finish: To be selected by Architect from full range of colors and finishes.
13

14 PART 3 - EXECUTION
15

16 3.01 EXAMINATION
17

- 18 A. Examine cabinets upon which countertops will be installed. Coordinate with cabinet specification
19 section to assure that cabinets are set to the following tolerance or better.
20 1. Verify that cabinets are level to 1/8 in. in 10 ft .
21 2. Review manufacturer's Fabrication and Installation Check List.
22
23 B. Examine walls upon which base will be installed.
24 1. Verify wall is flat and acceptable for base application.
25 2. Review manufacturer's Fabrication and Installation Check List.
26
27 C. Coordinate with responsible entity to correct unsatisfactory conditions.
28
29 D. Commencement of work by installer is acceptance of conditions.
30

31 3.02 INSTALLATION
32

- 33 A. Install fabricated items according to material manufacturers printed instructions.
34
35 B. Set all items square and true with edges of face joints smooth, even, neat and tight against other
36 materials.
37

38 3.03 PROTECTION, REPAIRING AND CLEANING
39

- 40 A. Replace damaged and defective work.
41
42 B. Clean according to manufacturer's directions. Use no acids or harsh abrasives.
43
44

45 END OF SECTION 06 61 18

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SECTION 06 82 56

BULLET RESISTANT COMPOSITE (FIBERGLASS)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Conditions of the Contract and portions of Division One of this Project Manual apply to this Section as though repeated herein.

1.02 WORK INCLUDED

- A. Kevlar (Bullet Resistant Composite, Fiberglass) and all components for a complete installation.

1.03 RELATED WORK

- A. Rough Carpentry, Section 06 10 00.
- B. Gypsum Board, Section 09 29 00.

1.04 QUALITY ASSURANCE

- A. Manufacturer shall be a Company that specializes in manufacturing products of the specified type with a minimum of three years experience. Installer shall be a Company that specializes in product type.

1.05 SUBMITTALS

- A. Submit for approval prior to fabrication: samples, test reports, shop drawings (dimensioned profiles including anchorage and finishes), product specifications, test reports (current UL Listing Verification & UL 752 Test Results as provided by Underwriters Laboratories), and printed data in sufficient detail to indicate compliance with the contract documents. Manufacturer's Instructions for installation of TSS Bullet Resistant Fiberglass Panels. All required submittals shall be approved prior to installation.
- B. Prior to installing the bullet resistant material, the contractor shall submit requirements for supports and approve shop drawings.

1.06 REFERENCE

- A. Underwriters Laboratory UL 752-Standard for Bullet Resisting Equipment & ASTM E119-98-Standard Test Methods for Fire Tests of Building Construction and Materials, NIJ Standard 0108.01- (National Institute of Justice) Standard for Ballistic Resistant Protective Materials, MIL-P-46593A- Numerical simulation of ballistic impact on composite laminates, MIL-STD-622F- V50 Ballistic Test for Armor.

1.07 WARRANTY

- A. All materials shall be warranted against defects for a period of 1 year for the date of receipt at the project site. All workmanship, shall be installed by a certified installer, shall be guaranteed against defects for a period of 1 year from the date of installation. Certificates of warranty shall be provided at project completion.

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1.08 DELIVERY, STORAGE, AND HANDLING

- A. Delivery of the materials to the project with the manufacturer’s Labels intact and legible. Handle the materials with care to prevent damage. Store materials inside and under cover, stack flat and off floor. Project conditions (temperature, humidity, and ventilation) shall be within the maximum limit recommendations set by manufacturer. Do not install products that are under conditions outside these limits.

PART 2 – PRODUCTS

1.01 MANUFACTURERS

- A. To establish the standard of quality, design, and function desired, drawings and specifications are based on product manufactured by: Total Security Solutions, Inc, 170 National Park Drive, Fowlerville, MI 48836, 866-930-7807. Jim Richards.
 - 1. Or approved equal.

1.02 GENERAL SYSTEM SPECIFICATIONS

A. DESIGN

- 1. Through the design, manufacturing techniques and material application the Bullet Resistant Fiberglass shall be of the “non-ricochet” type. This design is intended to permit the encapture and retention of an attacking projectile lessening the potential of a random injury or lateral penetration.

B. BULLET RESISTANT COMPOSITE (FIBERGLASS) MATERIAL

- 1. Composite Panel Product: TSS Total Armor Ballistic Resistant Fiberglass Panel, shall be TA-3, UL 752/Level 3 (UL Listed), 1/2” nominal thickness, 4.0 LBS/SQ.FT, NIJ 0108.01/Level IIIA. The panels shall be made of multiple layers of woven roving ballistic grade fiberglass cloth impregnated with a thermoset polyester resin and compressed into flat rigid sheets. Fabrication: the technique and materials used shall provide the controlled internal delamination to permit the encapture of the penetrating projectile with Carbide grit edge saw blades. Exposed fasteners shall be non-corrosive.

C. CONTRACT DOCUMENTS

- 1. Prior to installing the bullet resistant material, the contractor shall verify that all supports have been installed as required and approved by shop drawings.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installing the bullet resistant material, the contractor shall verify that all supports have been installed as required and approved by shop drawings.

3.02 INSTALLATION

- A. Do not begin installation until openings have been verified and surfaces properly prepared in accordance with Drawings. Prepare all surfaces per recommendations of manufacturer. Install in accordance with manufacturer’s instructions and UL 752. Set all equipment plumb.

- 1 B. Bullet Resistant Fiberglass panels installation using industrial adhesive, mastic, screws and bolts.
2 Method of application shall maintain bullet resistive rating at junctures with adjacent surfaces and other
3 penetrations. Installation tolerance shall not exceed 1/16th of an inch (1.6mm) for squareness,
4 alignment, twist and plumb. Install hardware as specified. Field measurement and installation shall
5 be performed by a factory-trained technician.
6
7 C. All joints shall be reinforced by a back-up layer of bullet resistive material. The bullet resistance of the
8 joint, as reinforced, shall be at least equal to that of the panel. Minimum width of reinforcing layer
9 shall be 4" (2" on each panel) or a 2" overlap minimum. No rigid high-density material shall be used
10 adjacent to the panel's inner surface, allow 1/4" gap.
11

12 3.03 FIELD QUALITY CONTROL
13

14 A. Site test/Inspection

- 15 1. Inspection and Cleaning: Verify installation is complete and complies with manufacturer's
16 requirements. Clean product and accessories, removing excess sealant, labels and protective
17 covers.
18
19 2. Touch-up, repair or replace damaged products before Substantial Completion.
20
21 3. Product Warranty: Applicable warranty shall be issued to owner upon final release of completed
22 project.
23

24 END OF SECTION 06 82 56
25
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SECTION 07 21 00

BUILDING INSULATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Conditions of the Contract and portions of Division One of this Project Manual apply to this Section as though repeated herein.

1.02 WORK INCLUDED

- A. Batt Insulation.
- B. Insulation Accessories.

1.03 RELATED WORK

- A. Section 06 10 00, Rough Carpentry
- B. Section 09 29 00, Gypsum Board (Sound Attenuation)

1.04 SUBMITTALS

- A. General: Submit each item in this article according to the Conditions of the Contract and Division 1 Specification Sections.
 - 1. Manufacturer's Data: Submit manufacturer's data for each type of insulation required. Include data substantiating that the materials comply with specified requirements, including GreenGuard Certification.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver material to the site in unopened packages, with identification labels intact.
- B. Protect insulations from physical damage and from becoming wet, soiled, or covered with ice or snow. Comply with manufacturer's recommendations for handling, storage and protection during installation.
- C. Protect plastic insulation against ignition at all times.
- D. Remove damaged materials from site.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Recycled content: Provide products manufactured from recycled content as specified, to be measured and documented according to the LEED Green Building Rating System .
 - 1. Insulation Type 1: Minimum 25% post-consumer.
- B. Regional Materials: Provide materials or products that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of the project site.
 - 1. Insulation Type 1: 100%.

PART 2 - PRODUCTS

1 2.01 INSULATION TYPE 1: BATT INSULATION

2
3 A. Batt Insulation:

- 4 1. Unfaced Fiberglass batts per ASTM C665, Type I. Thickness as indicated on Drawings.
5 a. Provide batt insulation that is a GreenGuard Indoor Air Quality Certified, low-
6 emitting product.
7 b. Manufacturers: CertainTeed, Guardian, Knauf, Owens Corning, or approved equal.
8

9 PART 3 - EXECUTION

10
11 3.01 EXAMINATION

- 12
13 A. Examine substrates and conditions under which insulation work is to be performed. Do not proceed
14 with insulation work until unsatisfactory conditions have been corrected.
15

16 3.02 INSTALLATION

17
18 A. General

- 19 1. Comply with manufacturer's instructions for particular conditions of installation in each case.
20 If printed instructions are not available or do not apply to project conditions, consult
21 manufacturer's technical representative for specific recommendations before proceeding.
22 2. Extend insulation full thickness as shown over entire area to be insulated. Cut and fit tightly
23 around obstructions, and fill voids with insulation. Remove projections which interfere with
24 placement.
25 3. Apply a single layer of insulation to required thickness, unless otherwise shown or required
26 to make up total thickness.
27

28 B. Blanket Insulation

- 29 1. Use loose blanket insulation to tightly seal all cracks, openings, spaces causing drafts into
30 heated spaces at furred ceiling, tops of walls, door rough openings, at deck and joist bearing
31 on perimeter walls, etc.
32 2. Install ventilation baffles per manufacturer's instructions.
33 3. Provide insulation supports at horizontal applications where friction fit is not adequate to
34 hold insulation in proper position.
35

36 C. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to
37 prevent gaps in insulation using the following materials:

- 38 1. Batt Insulation: Compact to approximately 40 percent of normal maximum volume equaling
39 a density of approximately 2.5 lb/cu. ft.
40
41
42

END OF SECTION 07 21 00

SECTION 07 92 00

JOINT SEALANTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Conditions of the Contract and portions of Division One of this Project Manual apply to this Section as though repeated herein.

1.02 WORK INCLUDED

- A. Miscellaneous Joints.

1.03 RELATED WORK

- A. Section 06 40 23, Interior Architectural Woodwork.
B. Section 06 61 18, Solid Surface.
C. Section 09 29 00, Gypsum Board.

1.04 SUBMITTALS

- A. Submit in accord with the General Conditions of the Contract.
1. Samples: Color range of material for selection.
2. Manufacturer's Recommendations including performance requirements, recommendations and application instructions for approval of materials used.

1.05 PROJECT CONDITIONS

- A. Examine the joint surfaces and backing, and their anchorage to the structure, and the conditions under which the joint sealer work is to be performed. Do not proceed with the joint sealer work until unsatisfactory conditions have been corrected.
B. Do not proceed with installation of sealants under adverse weather conditions, or when temperatures are below or above manufacturer's recommended limitations for installation. Proceed with the work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength. Wherever joint width is affected by ambient temperature variations, install sealants only when temperatures are in the lower third of manufacturer's recommended installation temperature range.

PART 2 - PRODUCTS

2.01 SEALANT

- A. Sealant for Locations Except as Specified in the Subsequent Paragraphs and related Sections:
1. Multi-part, Nonsag, Polyurethane: ASTM C 920, Type M, Grade NS, Class 50, for Use NT.
a. PECORA, Dynatrol II.
b. BASF, Sonneborn, Sonolastic NP-2.
c. TREMCO, Dymeric 240.
d. Or equal as approved by A/E.

- 1) Equal means both quality and color options.
- 2.
2. Horizontal Joint Sealant, Traffic-Grade, 2-part self-leveling polyurethane: ASTM C 920, Type M, Grade NS, Class 50, for Use T.
- a. PECORA, NR-200 Urexpan.
 - b. BASF, Sonneborn, Sonolastic SL2.
 - c. TREMCO THC-900.
 - d. Or equal as approved by A/E.
- 1) Equal means both quality and color options.

10

11 2.02 LATEX JOINT SEALANTS

12

- 13 A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
- 14
- 15 1. Products: Subject to compliance with requirements, available products that may be incorporated into
16 the Work include, but are not limited to, the following:
 - 17 a. BASF Building Systems; Sonolac.
 - 18 b. OSI, Green Series, SA-167.
 - 19 c. Pecora Corporation; AC-20+.
 - 20 d. Tremco Incorporated; Tremflex 834.
 - 21 2. Paintable.
- 22
- 23

24 2.03 SEALANT ACCESSORIES

25

- 26 A. Primer: When required, as recommended by the Sealant Manufacturer.
- 27
- 28 B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant
29 backing materials, free of oily residues or other substances capable of staining or harming joint substrates and
30 adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint
31 substrates.
- 32
- 33 C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to
34 joints.
- 35
- 36 D. Closed Cell Back-up (Backer Rod): Tremco "Closed Cell Backer Rod", Sonneborne "Sonof foam" or W.R.
37 Meadows "Kool-Rod".
- 38
- 39 E. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for
40 preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint.
41 Provide self-adhesive tape where applicable.
- 42

43 PART 3 - EXECUTION

44

45 3.01 JOINT PREPARATION

46

- 47 A. Clean joint surfaces immediately before installation of sealant. Remove dirt, insecure coatings, moisture and
48 other substances which would interfere with bond of sealant. Etch concrete and masonry joint surfaces as
49 recommended by sealant manufacturer. Roughen vitreous or glazed joint surfaces as recommended by sealant
50 manufacturer.
- 51

- 1 B. Prime or seal the joint surfaces wherever shown or recommended by the sealant manufacturer. Do not allow
2 primer/sealer to spill or migrate onto adjoining surfaces.
3

4 3.02 SEALANT APPLICATION, GENERAL
5

- 6 A. Set joint filler units at proper depth or position in the joint to coordinate with other work, including the
7 installation of bond breakers, backer rods and sealants. Do not leave voids or gaps between the ends of joint
8 filler units.
9

- 10 B. Install bond breaker tape wherever shown and wherever required by manufacturer's recommendations to
11 ensure that elastomeric sealants will perform properly.
12

- 13 C. Apply compound with a gun having proper size nozzle or with a knife, as required. Use sufficient pressure to
14 fill all voids and joints solid. Remove excess sealant and leave surfaces smooth, neat and clean. Upon
15 completion sealant shall have a smooth, even finish and all joints shall be weathertight. All work shall be in
16 accordance with manufacturer's printed instructions.
17

- 18 D. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool
19 sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of
20 configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of
21 joint.
22

- 23 1. Remove excess sealant from surfaces adjacent to joints.
- 24 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor
25 sealants or adjacent surfaces.
- 26 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
- 27 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
- 28 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in
29 ASTM C 1193.
 - 30 a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
31

- 32 E. Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into the voids
33 of adjoining surfaces. Clean the adjoining surfaces by whatever means may be necessary to eliminate
34 evidence of spillage.
35

- 36 F. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at
37 perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical
38 sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply
39 with ASTM C 919 and with manufacturer's written recommendations.
40

41 3.03 PROTECTION
42

- 43 A. Cure sealants in compliance with manufacturer's instructions and recommendations. Advise the Contractor of
44 procedures required for the cure and protection of joint sealers during the construction period, so that they will
45 be without deterioration or damage (other than normal wear and weathering) at the time of Substantial
46 Completion.
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END OF SECTION 07 92 00

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1 SECTION 09 29 00

2
3 GYPSUM BOARD

4
5 PART 1 - GENERAL

6
7 1.01 RELATED DOCUMENTS

- 8
9 A. Conditions of the Contract and portions of Division One of this Project Manual apply to this Section
10 as though repeated herein.

11
12 1.02 WORK INCLUDED

- 13
14 A. Gypsum Board.
15
16 B. Acoustical Batt Insulation.
17
18 C. Trim and Accessories.

19
20 1.03 RELATED WORK

- 21
22 A. Section 06 10 00, Rough Carpentry
23
24 B. Section 07 21 00, Building Insulation
25
26 C. Section 06 82 56, Bullet Resistant Composite (Fiberglass)
27
28 D. Section 09 90 00, Painting

29
30 1.04 REFERENCES

- 31
32 A. Referenced Specifications: The more stringent requirement of this section or referenced
33 specification applies.
34 1. "Using Gypsum Board for Walls and Ceilings", The Gypsum Association - GA-201-85.
35 2. "Recommended Specifications for the Application and Finishing Gypsum Boards", The
36 Gypsum Association - GA-216.
37
38 B. Fire Rated Assemblies: Provide materials and installations identical with applicable assemblies
39 which have been tested and listed by recognized authorities, including UL, or tested in accordance
40 with ASTM E119 for type of construction shown.

41
42 1.05 SUBMITTALS

- 43
44 A. Submit in accordance with the General Conditions of the Contract.
45 1. Manufacturer's product data including acoustic sealant.
46 2. Texture finish sample.

47
48 1.06 DELIVERY, STORAGE AND HANDLING

- 49
50 A. Deliver materials to the project site with manufacturer's labels intact and legible.
51
52 B. Handle materials with care to prevent damage.
53
54 C. Deliver fire-rated material bearing testing agency label and required fire classification numbers.
55

- 1 D. Storage
- 2 1. Store materials inside under cover, stack flat, off floor.
- 3 2. Stack wallboard so that long lengths are not over short lengths.
- 4 3. Avoid overloading floor system.
- 5 4. Store adhesives in dry area, provide protection against freezing at all times.

6
7 1.07 PROJECT CONDITIONS

- 8
- 9 A. During cold weather, maintain temperature range between 55 degrees F. to 70 degrees F. for 24
- 10 hours before, during, and after gypsum board and joint treatment applications.
- 11
- 12 B. Ventilation
- 13 1. Provide ventilation during and following adhesive and joint treatment applications.
- 14 2. Use temporary air circulators in enclosed areas lacking natural ventilation.
- 15 3. Protect installed materials from drafts during hot, dry weather.

16
17 1.08 ENVIRONMENTAL REQUIREMENTS

- 18
- 19 A. Recycled content: Provide products manufactured from recycled content as specified, to be
- 20 measured and documented according to the LEED Green Building Rating System.
- 21 1. Gypsum Board: Minimum 5% post-consumer, 94% pre-consumer.
- 22
- 23 B. Regional Materials: Provide materials or products that have been extracted, harvested, or recovered,
- 24 as well as manufactured, within 500 miles of the project site.
- 25 1. Gypsum Board: 100%.

26
27 PART 2 - PRODUCTS

28
29 2.01 MANUFACTURERS

- 30
- 31 A. Domtar.
- 32
- 33 B. Flintkote.
- 34
- 35 C. Georgia Pacific.
- 36
- 37 D. Gold Bond.
- 38
- 39 E. LaFarge.
- 40
- 41 F. National Gypsum Company.
- 42
- 43 G. United States Gypsum Company.
- 44
- 45 H. Dietrich Industries.
- 46
- 47 I. Chicago Metallic.
- 48
- 49 J. BPB America, Inc.
- 50
- 51 K. Arden Architectural Specialties Inc.
- 52
- 53 L. Reef Industries
- 54
- 55 M. Fry Reglet Architectural Metals

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N. Or approved equal.

2.02 MATERIALS

- A. Gypsum Board: ASTM C 36, long edges tapered; in lengths as long as practical to keep number of end joints to absolute minimum.
 - 1. Regular Gypsum Board.
 - 2. Abuse-resistant Gypsum Board: USG Fiberock AR.
 - 3. Water Resistant Wallboard: 5/8-inch thick.
 - 4. Fire Code Board: Type "X" or Fire code "C".
 - 5. Embedded Glass Reinforced Gypsum Sheathing. 1/4" or as shown on drawings.
 - a. Certainteed "ProRoc 14" Flex" or approved equal.
 - 6. Cementitious Backer Board: Aggregated, Portland cement board with woven, glass fiber, mesh facing; complying with ANSI A118.9.
 - a. Manufacturer: USG, Durock Interior Tile Backer Board.
 - b. Thickness: 1/2 inch or 5/8 inch as shown on drawings.
 - 7. Or approved equal.
- B. Accessories
 - 1. Metal Trim: USG No. 200-A or approved equal.
 - 2. L-shaped Metal Trim USG No. 801-B.
 - 3. Metal Reveal Molding: Fry Reglet DRM-625-75.
 - 4. Metal Reveal Molding: Fry Reglet DRM-625-200.
 - 5. Metal 'Z' Reveal Molding, 1/4" wide: Fry Reglet DRMZ-625-25.
 - 6. Metal "Z" Reveal Molding, 1/2" deep X 1/2" wide: Fry Reglet DRMZ-50-50
 - 7. Metal 'Z' Reveal Molding 5/8" wide X 1/2" deep Fry-Reglet DRMZ- 625-50.
 - 8. Metal 'Z' Reveal Molding, 1" wide: Fry Reglet DRMZ-100-100.
 - 9. Metal "Z" Reveal Molding 2" wide: Fry Reglet DRMZ-625-200
 - 10. Expansion Joints: USG No. 093.
 - 11. Drywall Screws for Metal Framing: 1" Type S-12 or Type S bugle head.
 - 12. Outside Corner Reinforcement: USG No. 104, 1-1/8" x 1-1/8" corner bead.
 - 13. Acoustical Sealant: Equal to Tremco "Tremflex 834" or Pecora "Acoustic and Insulation Sealant", low VOC formulation.
 - a. VOC content less than 50 g/l.
 - 14. Sound Attenuation Blanket: U.S. Gypsum Thermafiber.
 - 15. Or approved equals.
- C. Drywall Finishing Accessories
 - 1. Joint Compounds: Ready mixed type, or approved equal.
 - 2. Joint Reinforcement: USG Perf-A-Tape, or approved equal.
- D. Texture Finish Materials
 - 1. Walls (Painted Only): Match existing room texture.

PART 3 - EXECUTION

3.01 GYPSUM BOARD

- A. Follow Gypsum Association's recommendations for installation procedures.
- B. Cut wallboards by scoring and breaking or sawing; scribe neatly at wall projections.
- C. Apply first to ceilings then to walls.

- 1 D. Maintain a 5/8" space between floor and bottom edge of gypsum board.
- 2
- 3 E. Locate wallboard joints at openings so that no end joint aligns with edge of opening.
- 4
- 5 F. Set fasteners with heads slightly below surface of wallboard. Avoid breaking face paper.
- 6
- 7 G. Provide water resistant wallboard at rooms/areas with high humidity.
- 8

9 3.02 CEMENTITIOUS BACKER BOARD

- 10
- 11 A. Cementitious Backer Board Installation:
 - 12 1. Use as backing for all ceramic wall tile.
 - 13 2. Install as indicated to comply with ANSI A108.11 and in accordance with manufacturer's
 - 14 instructions.
 - 15 3. Complete plumbing rough-in before boards are erected.
 - 16 4. Separate board from rough-in and fixtures and fill space as recommended by manufacturer.
 - 17 5. Securely fasten boards to substrate as required.
 - 18 6. Follow manufacturer's instructions for treatment of edge terminations.
 - 19 7. At joints and corners, embed fiberglass tape in skim coat of mortar.
 - 20
- 21 B. Cementitious Backer Board Joints: Prepare and finish joints in accordance with manufacturer's
- 22 instructions.
- 23

24 3.03 EXPANSION JOINTS

- 25
- 26 A. At Ceilings: 50'-0" on center each way maximum.
- 27
- 28 B. At Walls: 30'-0" on center maximum.
- 29
- 30 C. Provide continuous from each door jamb to top of partition.
- 31
- 32 D. Provide at intersections with exposed masonry construction.
- 33

34 3.04 SINGLE LAYER/ERECTION

- 35
- 36 A. Position all ends, edges over framing members, except when edge joints are at right angles to
- 37 framing members, or when end joints are back-blocked. Apply wallboard horizontally or vertically
- 38 on walls to minimize the number of joints.
- 39
- 40 B. Attach wallboard to metal framing supports by power driven screws. For vertical application space
- 41 screws 12 inches on center in field of board, 8 inches on center staggered along vertical abutting
- 42 edges. For horizontal application space screws 12 inches on center in field, along abutting end
- 43 joints.
- 44

45 3.05 MULTI-LAYER WALLBOARD ERECTION

- 46
- 47 A. Base Layer: Erected as specified for "Single Layer Erection".
- 48
- 49 B. Joints in face layer to fall at least 10 inches from parallel joints in base layer.
- 50
- 51 C. Apply face layers with adhesive in accordance with wallboard manufacturer's printed instructions.
- 52 Provide sufficient number and spacing of fasteners to hold top layer tight with bottom layer until
- 53 adhesive dries.
- 54

55 3.06 JOINT TREATMENT APPLICATION

- 1
2 A. Mix joint compound in accordance with manufacturer's recommendations.
3
4 B. Apply compound in thin uniform layer to all joints, angles to be reinforced. Apply reinforcing tape
5 centered over joint, seated into compound. Follow immediately with thin skim coat or embed tape.
6 Fold and embed tape in interior angles to provide true angle.
7
8 C. When embedding coat is thoroughly dry, apply second coat of compound, filling board taper flush
9 with surface. Cover tape, feather out slightly beyond tape.
10
11 D. On joints with no taper, cover tape, feather out at least 10 inches on either side of tape.
12
13 E. When second coat is thoroughly dry, spread finish coat evenly over and extend slightly beyond
14 second coat. Feather to a smooth, uniform finish.
15
16 F. Over taped edges, do not allow finish coat to protrude beyond plane of surface. Apply finish coat to
17 cover tape, taping compound at taped angles to provide true angle. When necessary, sand between
18 coats and follow with final coat to provide level 4 smooth surface ready for decoration except in
19 locations noted in section 09 26 13 Gypsum Veneer Plastering.
20
21 G. Do not abrade adjacent face-paper surfaces.
22
23 3.07 FINISHING FASTENERS
24
25 A. Apply compound to fastener depressions. Follow with minimum of two additional coats leaving
26 depressions level with surface.
27
28 B. Do not abrade adjacent face-paper surfaces.
29
30 3.08 FINISHING BEAD AND TRIM
31
32 A. Mechanically fasten outside corner reinforcement per manufacturer's instructions.
33
34 B. Apply first coat to beads, trim. Properly feather out from ground to plane of surface. Embed flanges
35 of corner reinforcement with compound.
36
37 C. When embedding coat is thoroughly dry, apply second coat in same manner as first-coat, extending
38 compound slightly beyond onto face of board.
39
40 D. When second coat is thoroughly dry, apply finish coat extending compound slightly beyond second
41 coat, properly feathering from ground to plane of surface. Sand finish coat as necessary to provide a
42 level 4 flat smooth surface, ready for decoration.
43
44 E. Do not abrade adjacent face-paper surfaces.
45
46 3.09 ACOUSTIC SEALANT
47
48 A. Apply sealant at intersections of wallboard and adjacent materials to form a complete seal to air and
49 noise.
50
51 3.010 TEXTURE FINISH
52
53 A. Apply texture finish in accord with manufacturer's printed instructions.
54
55 B. Provide uniform texture over entire surface.

1
2 C. At existing ceilings and walls match textures of existing where work is adjacent to existing
3 wallboard.

4
5 3.011 ADJUST AND CLEAN

6
7 A. Ridging
8 1. Sand ridges to reinforcing tape without cutting through tape.
9 2. Fill concave areas on both sides of ridge with topping compound.
10 3. After fill is dry, blend in topping compound over repaired area.

11
12 B. Fill cracks with compound and finish smooth and flush.

13
14
15

END OF SECTION 09 29 00

SECTION 09 65 00

RESILIENT FLOORING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Conditions of the Contract and portions of Division One of this Project Manual apply to this Section as though repeated herein.

1.02 WORK INCLUDED

- A. Resilient Wall Base and stringer.
- B. Subfloor and substrate preparation.
- C. Cork Flooring.
- D. Finish, clean and protect floor per manufacturers' recommendations.

1.03 RELATED WORK

- A. Section 06 10 00, Rough Carpentry

1.04 SUBMITTALS

- A. Submit in accordance with the General Conditions of the Contract.
 - 1. Installers Qualifications of work similar to that required for this project.
 - 2. Manufacturer's technical data for each type of resilient flooring, adhesive and accessory.
 - a. Data indicating adhesive meets VOC requirements.
 - 3. Manufacturer's standard color charts in form of actual sections of resilient flooring, including accessories, showing full range of colors and patterns available, for each type of resilient flooring required. Submit two samples to illustrate product shade, design and finish.
 - 4. Two copies of manufacturer's recommended maintenance practices for each type of resilient flooring and accessory required.
 - 5. On-site pre-installation meeting is required with designated area of resilient base installed for Owner and A/E approval of corners formed by installed on site or factory preformed corner units prior to proceeding. RF-2 flooring pattern specified herein to be reviewed and approved on site prior to installation.

1.05 QUALITY ASSURANCE

- A. Provide each type of resilient flooring and accessories from a single manufacturer, including recommended primers, adhesives, sealants, and leveling compounds.
- B. Installers Qualifications: Installer experienced (minimum of 2 years) to perform work of this section who has specialized in the installation of work similar to that required for this project and who is acceptable to the product manufacturer.
- C. Materials: For each type of material required for the work of this Section, provide primary materials which are the products of one manufacturer. Provide secondary materials which are acceptable to the manufacturer of the primary materials.
 - 1. Comply with applicable regulations regarding VOC (volatile organic compound) content of adhesives.

1
2 1.06 DELIVERY, STORAGE AND HANDLING
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- 4 A. Deliver materials to project site in manufacturer's original, unopened containers with labels
5 indicating brand names, colors and patterns, and quality designations legible and intact.
6
7 B. Store and protect materials in accordance with manufacturer's recommendations.
8

9 1.07 PROJECT CONDITIONS
10

- 11 A. Sub-floor preparation, installation and maintenance per Expanko Document ID: 010 Pre-Installation
12 Guidelines and 110 Cork Installation Instructions.
13
14 B. Maintain minimum temperature of 68 degrees F, plus or minus 5 degrees F and maximum
15 temperature of 90 degrees F in spaces to receive resilient flooring for at least 48 hours prior to
16 installation, during installation, and for not less than 48 hours after installation. Subsequently,
17 maintain minimum temperature of 55 degrees F in areas where work is completed.
18
19 C. Store resilient flooring materials in spaces where they will be installed for at least 72 hours before
20 beginning installation.
21
22 D. Install resilient flooring and accessories after other finishing operations, including painting, have
23 been completed.
24
25 E. Where solvent based adhesives are used, provide safety spark-proof fans when natural ventilation is
26 not adequate.
27

28 1.08 WARRANTY
29

- 30 A. Provide manufacturer's 1 warranty against defects in manufacturing and workmanship of resilient
31 flooring products. Provide manufacturer's standard limited wear warranty/conductivity warranty as
32 specified under each product as applicable.
33

34 1.09 EXTRA MATERIALS
35

- 36 A. Furnish full size units equal to 2 percent of quantity of resilient flooring installed as extra materials.
37 Properly label and package extra materials. Deliver to Owner's designated storage area.
38

39 1.010 ENVIRONMENTAL REQUIREMENTS
40

- 41 A. Recycled content: Provide products manufactured from content as specified, to be measured and
42 documented according to the LEED Green Building Rating System.
43 1. RF-2: 100% post industrial waste, rapidly renewable building materials (made from plants
44 that are typically harvested within a ten-year cycle or shorter).
45 2. Resilient Wall Base, Rubber: 20% pre-consumer.
46
47 B. Low-Emitting Materials, Adhesives, and Sealants: Materials used on the interior of the building
48 (defined as inside the weatherproofing system and applied on site) must not exceed the following
49 requirements.
50 1. Adhesives, Sealants and Sealant Primers: South Coast Air Quality Management (SCAQMD)
51 Rule # 1168, requirements in effect on July 1, 2005, and rule amendment date January 7,
52 2005.
53 2. Aerosol Adhesives: Green Seal Standard for Commercial Adhesives GS-36, requirements in
54 effect on October 19, 2000.
55

- 1 C. Low- Emitting Materials, Composite Wood & Agrifiber Products: Composite wood and agrifiber
2 products used inside the weatherproofing system shall contain no added urea-formaldehyde resins.
3 1. Laminating Adhesives used to fabricate on-site and shop applied composite wood and
4 agrifiber assemblies shall contain no added urea-formaldehyde resins.
5

6 PART 2 - PRODUCTS
7

8 2.01 General: Resilient Flooring and Base

9 A. RF-1: EXISTING CORK FLOORING TO BE REPAIRED AND REFINISHED BY OWNER
10 UNDER SEPARATE CONTRACT

- 11 1. Material: Owner Furnished KENTILE Cork tile
12 a. Size: 1/2" thick x 9"x9"
13 b. Quantity of tiles to be installed: 55.
14 c. Type: Medium
15 d. An on-site review following Owner demolition of the dais and gallery railing is
16 required prior to construction of dais and gallery railing to identify all locations where
17 existing tiles are to be removed by Contract, floor prep and installation of 55 Owner
18 Furnished Cork tiles.
19 e. Contractor to review finish of Owner Furnished tiles, existing installed tiles and RF-2
20 to provide finish coat recommendation by flooring manufacturer for the final
21 installation to achieve a uniform finish of all cork tile.

22 B. RF-2:

- 23 1. Material: Expanko Traditional Cork Flooring
24 a. Size: 3/16" thick x 12"x12" and 12"x24" factory cut. Install with 12" dimension
25 parallel to existing Wood-1 wall and 24" dimension perpendicular to existing Wood-1
26 wall. Every other 12"x24" tile along the length of the ramp to abut the existing
27 Wood-1 wall.
28 b. Warranty: Ten (10) year for material or manufacture defects.
29 c. Type: Medium
30 d. Finish: Matte Polyurethane, to be confirmed by installer for final installation to
31 achieve a uniform finish of all cork tile.
32 e. 100% granulated cork.
33

34 C. Manufacturers: Submit substitution request and products from one of the following only with prior
35 written approval as an acceptable equal by A/E:

- 36 1. Globus Cork
37 2. Capri Cork
38

39 2.02 RESILIENT WALL BASE

40 A. RB-1:

- 41 1. Material, Rubber 5/8" Butt Toe Base, height as indicated on drawings or to match existing
42 resilient base height.
43 a. Roll stock.
44 b. Color: to be selected by architect from manufacturer's full range
45 c. Johnsonite

46 B. RB-2:

- 47 1. Material, Rubber, 5/8" Butt Toe Base, 6" High or to match existing resilient base height.
48 a. Roll stock
49 b. Color: to be selected by architect from manufacturer's full range
50 c. Johnsonite

51 C. RS-2:

- 52 1. Material, Rubber, Stringer, 10" height minimum
53 a. Roll stock

- b. Color: to be selected by architect from manufacturer's full range to match RB-1 and RB-2.
- c. Johnsonite

- D. Manufacturers: Provide products from one of the following only if equal and approved by A/E:
 - 1. Armstrong.
 - 2. Roppe.

2.03 ACCESSORIES

- A. Installer to provide all accessories required for a complete installation and confirm all product compatibility with existing products.
- B. Adhesive for Cork tile per manufacturers' recommendation: Water-based adhesive. Two-Part Epoxy Adhesive per manufacturers' recommendation at heavy traffic areas. Apply as recommended by manufacturer.
- C. Adhesive for Wall Base: W.W. Henry "595 Cove Base Adhesive", zero-VOCs; W.F. Taylor "2035 Cove Base Adhesive" or "2040 Premium Cove Base Adhesive", GreenGuard certified; PL Adhesives & Sealants "Cove Base Adhesive"; Bostik Findley, Durabond "D-740 Multipurpose Wall Adhesive".
 - 1. Low-VOC type: VOC content less than 100 g/l.
 - a. Or approved equal.
- D. Patching, Leveling, Underlayments: The leveling materials must be portland cement based and provide a minimum 3,500 PSI compressive strength (ASTM C 109) and sufficient bond to existing subfloor surface.
 - 1. Ardex, Laticrete, Duralox, Mapei, or equivalent, approved by flooring manufacturer.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrate surfaces to determine that all substrates are dry, clean, smooth, level and structurally sound.
- B. Do not allow resilient wall base work to proceed until substrate surfaces are satisfactory. Indicate adverse conditions of any type by letter.

3.02 PREPARATION

- A. Prepare concrete and wood sub-floor according to manufacturers' recommendations.
- B. Comply with ASTM F 710, Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring, and manufacturer's recommendations for surface preparation. Remove substances incompatible with resilient flooring adhesive by method acceptable to manufacturer.
 - 1. Concrete floors with steel troweled (slick) finish shall be properly roughened (sanded) to ensure suitable adhesion.
 - 2. Concrete floors with curing, hardening and/or breaking compounds shall be abraded with mechanical methods only to remove compounds.
 - a. Do not use chemicals for removal.
 - b. Do not use wax or oil based sweeping compounds.
- C. Sand or grind subfloors to remove mortar, paint and other surface irregularities.

- 1 D. Apply primer to under all areas to receive filling, patching or underlayment materials.
- 2 1. Provide adequate ventilation during application of primer.
- 3
- 4 E. Where filling, patching, leveling is required of thickness exceeding 1/8-inch apply underlayment in
- 5 two or more applications. Apply compound in accordance with manufacturer's printed instructions.
- 6
- 7 F. Remove all debris, sand and other materials which would result in lack of adhesion and/or star
- 8 cracking.
- 9
- 10 G. For installations over wood subfloors, substrate shall be smooth, level and structurally sound. The
- 11 following guidelines apply:
- 12
- 13 1. Per ASTM F 1482, "A combination of a wood subfloor and panel underlayment shall be of
- 14 double layer construction. Total thickness shall be a minimum of 1".
- 15 2. Wood Underlayments: Use only approved underlayment panel such as Arctic birch (also
- 16 known as Baltic birch) in 1/4" thickness (5 ply) or 3/8" thickness (7 ply). Halex and Tecply
- 17 are two brand names for these types of products. A/C grade plywood with one side finished
- 18 is also acceptable.
- 19

20 3.03 WALL BASE INSTALLATION

- 21
- 22 A. Apply wall base to walls, columns, pilasters, casework and other permanent fixtures in rooms or
- 23 areas where base is required.
- 24
- 25 B. Install base in lengths as long as practicable, with preformed corner units, or fabricated from base
- 26 materials with mitered or coped inside corners. Cut no shorter than full wall length.
- 27
- 28 C. Tightly bond base to substrate throughout length of each piece, with continuous contact at horizontal
- 29 and vertical surfaces.
- 30 1. On masonry surfaces, or other similar irregular substrates, fill voids along top edge of
- 31 resilient wall base with manufacturer's recommended adhesive filler material.
- 32 2. Adhesive shall cover a minimum of 90 percent of ribbed back of base.
- 33 3. Leave 1/4 inch uncovered space at top edge of base to prevent oozing.
- 34 4. Roll base firmly, roll back toward starting point.
- 35 5. Note joints between RB and RS are to be horizontal to the flat floor surface of the main floor
- 36 of the room.
- 37

38 3.04 RESILIENT FLOOR INSTALLATION

- 39
- 40 A. Install resilient flooring and accessories using method indicated in strict compliance with
- 41 manufacturer's printed instructions. Extend resilient flooring into toe spaces, door reveals, and into
- 42 closets and similar openings.
- 43
- 44 B. Scribe, cut, and fit resilient flooring to permanent fixtures, built-in furniture and cabinets, pipes,
- 45 outlets and permanent columns, walls and partitions.
- 46
- 47 C. Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting
- 48 by repeating on finish flooring as marked on subfloor. Use chalk or other non-permanent marking
- 49 device.
- 50
- 51 D. Tightly cement resilient flooring to subbase without open cracks, voids, raising and puckering at
- 52 joints, telegraphing of adhesive spreader marks, or other surface imperfections. Hand roll resilient
- 53 flooring at perimeter.
- 54
- 55 E. Lay tile from center marks established with principal walls, discounting minor offsets, so that tile at
- 56 opposite edges of room are of equal width. Adjust to avoid use of cut widths less than 1/2 tile at
- 57 room perimeters. Lay tile square to room axis, unless otherwise shown.
- 58

- 1 F. Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and
2 packaged if so numbered. Cut tile neatly around all fixtures. Broken, cracked, chipped, or deformed
3 tiles are not acceptable. Lay tile with grain running parallel in adjacent tiles.
4
- 5 G. Adhere tile flooring to substrates using full spread of adhesive applied in compliance with flooring
6 manufacturer's directions.
7
- 8 H. Apply butt type metal edge strip, rectangular profile only if transition between RF-1 and RF-2 at
9 ramp is not achievable without metal edge strip with A/E and Owner approval before installation of
10 resilient flooring. Secure units to substrate with countersunk stainless steel anchors, complying with
11 manufacturer's recommendations.
12

13 3.05 CLEANING
14

- 15 A. Perform following operations immediately upon completion of resilient flooring.
16 1. Sweep or vacuum floor thoroughly.
17 2. Do not wash floor until time period recommended by resilient flooring manufacturer has
18 elapsed to allow resilient flooring to become well-adhered to adhesive.
19 3. Clean surfaces only after adhesive has fully cured, no sooner than 72 hours after installation.
20 4. Thoroughly clean floor, being careful to remove black marks and excessive soil, according to
21 manufacturer's instructions using products approved by manufacturer. Remove any excess
22 adhesive or other surfaces blemishes, using appropriate cleaner recommended by resilient
23 flooring manufacturers.
24 5. Provide initial finish coat of type recommended by flooring manufacturer. Final installation
25 is to achieve a uniform finish of all cork tile in Room 201.
26 a. Buff each coat as required by manufacturer's instructions.
27 b. Provide number of coats as recommended by manufacturer.
28
- 29 B. Perform following operations immediately upon completion of resilient wall base.
30 1. Clean surfaces only after adhesive has fully cured, no sooner than 72 hours after installation.
31 2. Thoroughly clean wall base, being careful to remove black marks and excessive soil,
32 according to manufacturer's instructions using products approved by manufacturer. Remove
33 any excess adhesive or other surfaces blemishes, using appropriate cleaner recommended by
34 resilient flooring manufacturers.
35

36 3.06 PROTECTION
37

- 38 A. Protect wall base against damage during construction period to comply with resilient flooring
39 manufacturer's directions.
40
41
42

43 END OF SECTION 09 65 00

SECTION 09 90 00

PAINTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Conditions of the Contract and portions of Division One of this Project Manual apply to this Section as though repeated herein.

1.02 WORK INCLUDED

- A. Painting and finishing of interior and exterior exposed items and surfaces throughout Project.
- B. Refinishing as indicated on Drawings, including removal of paint and finishes, preparation, painting and finishing.
- C. Field painting of exposed bare and covered pipes and ducts and hangers, conduits, uni-strut, exposed steel and iron work, all metal fabricated Section 05 50 00 items, and primed metal surfaces including but not limited to, hollow metal work, equipment installed under mechanical and electrical work.
- D. "Paint" as used herein means all coating systems materials including primers, emulsions, enamels, stains, sealers and fillers, and other applied material whether used as prime, intermediate or finish coats.
- E. Except where natural finish of material is specifically noted as a surface not to be painted, paint exposed surfaces. Where items or surfaces are not specifically mentioned, paint the same as similar adjacent materials or areas.
- F. Following categories are not included as part of field-applied finish work.
 - 1. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer-finishing is specified.
 - 2. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces in concealed areas and generally inaccessible areas.
 - 3. Finished Metal Surfaces.
 - 4. Operating Parts.

1.03 RELATED WORK

- A. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, metal fabrications, hollow metal work and similar items.
- B. Examine the Contract Documents and be familiar with all their provisions regarding painting. All surfaces that are left unfinished by the requirements of other Sections shall be painted or finished as part of this Section.

1.04 SUBMITTALS

- A. Submit in accordance with the General Conditions of the Contract:
 - 1. Paint: Submit a list of specified products with corresponding name of manufacturer, identifying name and number of proposed products along with manufacturer's written instructions for use of each product.

- 1 2. If manufacturer to be used is different from that of color chips furnished, prepare and submit
2 two approximately 6 inch square, properly labeled samples of each color and sheen required
3 on properly prepared paint-out cards or hardboard.
4
5 3. Stain: Two, 6 inch square properly labeled samples of each color and sheen required on
6 actual wood for project.
7
8 4. Pre-installation meeting is required before stripping procedures begin, with an area where
9 surfaces are tested to provide the least intrusive and damaging methods. Owner and A/E
10 approval required for the selected method.
11
12 5. Prepare and repaint an area of each designated interior surface to requirements specified
13 herein, with specified paint or coating showing selected color, gloss/sheen, texture and
14 workmanship to MPI Repainting Manual standards for review and approval by Owner and
15 A/E. When approved, interior surface shall become acceptable standard of finish quality and
16 workmanship for similar on-site repainting work.
17

18 1.05 QUALITY ASSURANCE

- 19 A. AWI, Architectural Woodwork Standards.
20
21 B. Master Painters Institute (MPI) Standards:
22 1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products
23 List."
24
25 2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting
26 Specification Manual" for products and paint systems indicated.
27 a. For areas to be renovated, comply with requirements in "MPI Maintenance
28 Repainting Manual".
29
30

31 1.06 DELIVERY, STORAGE AND HANDLING

- 32
33 A. Do not deliver materials to site until having received all written approvals of submitted information
34 and samples.
35
36 B. Deliver materials to job site in original, new and unopened packages and containers bearing
37 manufacturer's name and label.
38
39 C. Store materials not in actual use in tightly covered containers.
40
41 D. Take all precautions to ensure that workers and work areas are adequately protected from fire
42 hazards and health hazards resulting from handling, mixing and application of paints.
43
44 E. Remove rags and waste from storage areas daily.
45

46 1.07 PROJECT CONDITIONS

- 47
48 A. Apply water-base paints only when temperatures of surfaces to be painted and surrounding air
49 temperatures are between 50 and 95 degrees F.
50
51 B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air
52 temperatures are between 45 degrees F. and 95 degrees F.
53
54 C. Do not apply paint when relative humidity exceeds 85%; at temperatures less than 5 degrees F.
55 above the dew point; or to damp or wet surfaces.

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1.08 SEQUENCING AND SCHEDULING

- A. Schedule cleaning and painting so that contaminants from cleaning process will not fall onto newly-painted surfaces.

1.09 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
 - 1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. of each material and color applied.

1.10 ENVIRONMENTAL REQUIREMENTS

- A. Low-Emitting Materials, Field applied Paints and Coatings: Interior paints and coatings applied on-site must meet the limitations and restrictions concerning chemical components set by the following standards:
 - 1. Topcoat Paints, Green Seal Standard GS-11, Paints: First Edition, May 20, 1993.
 - 2. Anti-Corrosive and Anti-Rust Paints: Green Seal Standard GS-03, Anti-Corrosive Paints", Second Edition, January 7, 1997. For applications on ferrous metal substrates.
 - 3. "All Other Architectural Coatings, Primers and Undercoats: South Coast Air Quality Management District (SCAQMD) Rule #1113, Architectural Coatings", rules in effect on January 1, 2004.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. AFM Safecoat.
- B. Benjamin Moore & Co.
- C. Cabot.
- D. ICI/Dulux.
- E. PPG Architectural Finishes, Inc.
- F. Sherwin Williams Company.
- G. U-C Coatings Corp.
- H. Target Coatings
- I. Diamond Vogel Paint
- J. Or approved equal.

2.02 MATERIALS

- A. Use the materials of the same manufacturer for each system.

- 1 B. Sherwin Williams systems are called out in the system schedules to establish quality and dry mil
2 thickness of finished installation for all systems. A different manufacturer may be used for color
3 selection. Any manufacturer noted above may be used as long as quality and color requirements are
4 met.
5
- 6 1. Proprietary names used to designate colors or materials are not intended to imply that
7 products of named manufacturers are required to exclusion of equivalent products of other
8 manufacturers.
9
- 10 C. Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint
11 materials manufacturers.
12
- 13 D. Material Compatibility:
14
- 15 1. Provide materials for use within each paint system that are compatible with one another and
16 substrates indicated, under conditions of service and application as demonstrated by
17 manufacturer, based on testing and field experience.
18
- 19 2. For each coat in a paint system, provide products recommended in writing by manufacturers
20 of topcoat for use in paint system and on substrate indicated.
21
- 22 E. Chemical Components of Field-Applied Interior Paints and Coatings: Provide products that comply
23 with the following limits for VOC content, exclusive of colorants added to a tint base, when
24 calculated according to 40 CFR 59, Subpart D (EPA Method 24) and the following chemical
25 restrictions; these requirements do not apply to primers or finishes that are applied in a fabrication or
26 finishing shop:
27
- 28 1. Flat Paints and Coatings: VOC content of not more than 50 g/L.
29 2. Non-flat Paints and Coatings: VOC content of not more than 150 g/L.
30 3. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight
31 of total aromatic compounds (hydrocarbon compounds containing one or more benzene
32 rings).
33 4. Restricted Components: Paints and coatings shall not contain any of the following:
34
- 35 a. Acrolein.
36 b. Acrylonitrile.
37 c. Antimony.
38 d. Benzene.
39 e. Butyl benzyl phthalate.
40 f. Cadmium.
41 g. Di (2-ethylhexyl) phthalate.
42 h. Di-n-butyl phthalate.
43 i. Di-n-octyl phthalate.
44 j. 1,2-dichlorobenzene.
45 k. Diethyl phthalate.
46 l. Dimethyl phthalate.
47 m. Ethylbenzene.
48 n. Formaldehyde.
49 o. Hexavalent chromium.
50 p. Isophorone.
51 q. Lead.
52 r. Mercury.
53 s. Methyl ethyl ketone.
54 t. Methyl isobutyl ketone.
55 u. Methylene chloride.

- 1 v. Naphthalene.
- 2 w. Toluene (methylbenzene).
- 3 x. 1,1,1-trichloroethane.
- 4 y. Vinyl chloride.
- 5
- 6 F. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.
- 7
- 8 2.03 PRIMERS/SEALERS
- 9
- 10 A. Interior Latex Primer/Sealer: MPI #50.
- 11
- 12 2.04 METAL PRIMERS
- 13
- 14 A. Rust-Inhibitive Primer (Water Based): MPI #107.
- 15
- 16 2.05 LATEX PAINTS
- 17
- 18 A. Institutional Low-Odor/VOC Latex (Flat): MPI #143 (Gloss Level 1).
- 19
- 20 B. Institutional Low-Odor/VOC Latex (Low Sheen): MPI #144 (Gloss Level 2).
- 21
- 22 C. Institutional Low-Odor/VOC Latex (Eggshell): MPI #145 (Gloss Level 3).
- 23
- 24 D. Institutional Low-Odor/VOC Latex (Semigloss): MPI #147 (Gloss Level 5).
- 25
- 26 2.06 EQUIPMENT
- 27
- 28 A. Provide all brushes, rollers, ladders, scaffolding, and other equipment of any kind to properly
- 29 execute each type of work.
- 30
- 31 PART 3 - EXECUTION
- 32
- 33 3.01 EXAMINATION
- 34
- 35 A. Examine substrates and conditions, with Applicator present, for compliance with requirements for
- 36 maximum moisture content and other conditions affecting performance of work.
- 37
- 38 B. Maximum Moisture Content of Substrates:
- 39 1. Gypsum Board: 12 percent.
- 40 2. Concrete: Must be cured a minimum of 45 days.
- 41
- 42 C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes
- 43 and primers.
- 44
- 45 D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are
- 46 dry.
- 47 1. Beginning coating application constitutes Contractor's acceptance of substrates and
- 48 conditions.
- 49
- 50 3.02 PREPARATION
- 51
- 52 A. Perform preparation and cleaning procedures in accord with paint manufacturer's instructions and as
- 53 specified for each particular substrate condition.
- 54

1. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations.
 - a. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 - b. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
2. All paint removal work performed on-site must use a non-caustic, citrus-based stripping product. The Owner will only accept a citrus-based product for stripping the paint. The use of sodium hydroxide or methylene chloride removers will NOT be permitted. Dry scraping, sanding or other abrading of the existing paint that would create dust or chips is not permitted.
 - a. Use of a drop cloth below the work area and disposal of paint debris at the end of each day will be mandatory.
3. Follow manufacturer's instructions for use of stripping solutions to avoid raising grain of wood.
4. Do not dip fabricated units (doors, etc.) in stripping solution to avoid saturating wood or damaging glued connections.
5. Completely remove existing finish using multiple applications of stripper and hand scrapers without gouging, splintering, or otherwise damaging sound wood.
6. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning.
7. Stripping residuals shall be thoroughly removed, including wax.
8. Stripped surfaces shall be tested for evidence of Acid and Alkali and all stripped surfaces found not to be pH neutral shall be neutralized and retested.
9. Remove dirt, rust, scale, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

B. Existing Wood to Receive Transparent Finish

1. Remove all finishes from existing wood surfaces refinished on-site by stripping down to bare wood as indicated above.
2. Remove all finishes from existing wood surfaces refinished off-site by stripping down to bare wood in shop.
3. Fill all cracks, holes and other defects with stainable filler. Fill all nail holes. Filler to be compatible with proposed finish systems. Sand filler flush with adjacent material.
4. Weathered wood must be sanded smooth and treated with a 2:1 mixture of paint thinner or turpentine and boiled linseed oil. Allow coating to dry for 24 hours prior to painting.
5. Preparation of all wood surfaces to be finished as follows:
 - a. Lightly sand (approximately 200 grit) all raw wood surfaces before sealing. Wipe clean of dust.
 - b. Lightly sand (approximately 600 grit) between each top coat of transparent top coat. Wipe clean of dust.
 - c. Sand in direction of grain to remove all signs of raised grain, taking care not to mar character of detail and sharp edges. Power sanding, belt sanding or sand-blasting is prohibited.

C. New wood: Prepare substrate and apply finish according to manufacturer's recommendations. Apply to smooth clean surfaces only.

D. Gypsum Board: Fill minor irregularities with patching material and sand to smooth level surfaces taking care not to raise nap of paper.

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- E. Existing Ferrous Metal
 - 1. Spot remove failed, damaged or rough existing paint to bare metal by means of stripping as indicated above. If existing metal surface is not smooth, sand or wire brush.
 - a. Sand edges of existing paint to a feather edge.
 - 2. Remove dirt and grease with mineral spirits or solvent recommended by paint manufacturer and clean cloths.

- F. Ferrous Metal
 - 1. Remove dirt and grease with mineral spirits or solvent recommended by paint manufacturer and clean cloths.
 - 2. Where not galvanized, shop coat of primer will exist on surface. If prime coat is not smooth, sand to bare metal and re-prime.

3.03 APPLICATION

- A. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases.
- B. Do work under adequate illumination and dust-free conditions.
- C. Apply paints according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- D. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- E. Materials
 - 1. Do not open containers until required for use.
 - 2. Stir materials thoroughly and keep at uniform consistency during application.
- F. Coats
 - 1. Number specified is minimum.
 - 2. Touch up suction spots between coats.
 - 3. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
 - 4. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
 - 5. Refinish surfaces affected by refitting work.

3.04 COLOR SEPARATION

- A. An average of one or two wall colors will be used per room. Ceilings generally will be a different color than walls. Finished closets will usually be same as adjoining rooms.

1 B. Job painted metal items such as diffusers, grilles and registers will generally be same color as
2 adjacent surface.

3
4 C. Hardwood generally will be the same color stain throughout.

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6 3.05 CLEANING

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8 A. During the progress of this work, remove from the site all discarded paint materials, rubbish, cans
9 and rags at the end of each work day.

10
11 B. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove
12 spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise
13 damage finished surfaces.

14
15 3.06 PROTECTION

16
17 A. Protect work of other trades, whether to be painted or not, against damage by painting and finishing
18 work. Correct damage by cleaning, repairing or replacing.

19
20 B. Provide "wet paint" signs to protect newly-painted finishes. Remove temporary protective
21 wrappings, after completion of painting operations.

22
23 C. At the completion of work of other trades, touch-up and restore all damaged or defaced painted
24 surfaces.

25
26 3.07 SCHEDULE OF INTERIOR WORK

27
28 A. In addition to obvious surfaces, the following do not require painting or finishing.

- 29 1. Do not include painting when factory-finishing or installer-finishing is specified for such
30 items as (but not limited to) acoustic materials, finished mechanical and electrical equipment
31 including light fixtures and distribution cabinets.
- 32 2. Painting is not required on surfaces such as walls or ceilings in concealed areas and generally
33 inaccessible areas, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.
- 34 3. Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and
35 similar finished materials will not require finish painting, unless otherwise indicated.
- 36 4. Moving parts of operating units, mechanical and electrical parts, such as valve and damper
37 operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish
38 painting, unless otherwise indicated.
- 39 5. Do not paint over any code-required labels, such as Underwriter's Laboratories and Factory
40 Mutual, or any equipment identification, performance rating, name or nomenclature plate.
- 41 6. N/A indicates system not applicable to this Project.

42
43 B. Walls and Ceilings

- 44 1. Paint all rooms. Paint patched walls from 90 degree corner and patched ceilings complete.
- 45 2. Do not apply next coat until previous is thoroughly dry.
- 46 3. Provide final coat which is solid and even in color, free from runs, laps, sags, brush marks,
47 air bubbles and excessive roller stipple and worked into crevices, joints and similar areas.

48
49 C. Wood Trim:

- 50 1. Apply finishes to all areas as shown on drawings.
- 51 2. Apply per manufacturer's instructions.

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53 D. Electrical Panel Box Covers and Doors

- 54 1. Remove, paint and reinstall after paint is dry.
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E. Other Unfinished and Primed Surfaces

1. Provide specified finish on exposed surfaces. This includes prime coated mechanical units, piping, pipe covering, conduit, and interior duct surfaces visible behind grilles.

F.	Material	Type	Number and Type of Coating
1.	IPS 1 – Wood	Latex-Eggshell	One coat "ProMar Primer", two coats "ProMar 200 Eg-shel Alkyd".
2.	IPS 4 - Wood	Stain (Satin)	One coat "Sherwood Wiping Stain", 2 coats "Target Coatings 9000 Series 'Clear Coat' Polyurethane Ultra-Low VOC". Custom Colors to match A/E's finish control sample.
3.	IPS 5 – Plaster	Latex-Flat	One coat primer, "PrepRite Interior Masonry Eggshell Primer", Two top coats, "Harmony Interior Latex Eggshell".
4.	IPS 7 - Gypsum Board	Latex-Eggshell Zero-VOC	One coat "Harmony Interior Latex Primer", Two coats "Harmony Interior Latex Eggshell".
5.	IPS 13 - Ferrous Metal (Unprimed)	Latex -Semi-gloss	One coat "Pro-Cryl Universal Primer", two coats "ProClassic Waterborne".
6.	IPS 14 - Ferrous Metal (Primed)	Latex -Semi-gloss	One coat "Pro-Cryl Universal Primer", two coats "ProClassic Waterborne".
7.	IPS 16 - Galvanized (Finished Rooms Only)	Latex-Flat	One coat "DTM Acrylic Primer Finish", two coats "ProMar 200 Interior Latex Flat".

END OF SECTION 09 90 00

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SECTION 12 24 13

ROLLER WINDOW SHADES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Conditions of the Contract and portions of Division One of this Project Manual apply to this Section as though repeated herein.

1.02 WORK INCLUDED

- A. Manually operated sunscreen roller shade located in Media Room.
- B. Electrically operated sunscreen roller shades located in Room 201.
- C. This specification covers electronic shading systems, controls, and materials in locations as specified. Locate controls in 2 locations within Room 201 to be determined by Owner. Locations will be at south entry lighting controls and at dais or existing lighting controls near dais.

1.03 RELATED WORK

- A. Rough Carpentry, Section 06 10 00: blocking for support of window shade brackets.
- B. Substrate for window shade systems and installation of accessories supplied only under this section.
- C. Electrical: installation of and connections to electrical motor control system and lighting control system components supplied only by this section as required to accomplish control requirements. Supplier to coordinate with and provide to the Owner all electrical rough in requirements for electrical to be provided by Owner. Supplier to coordinate and provide all requirements to the Audio/Visual installer for integration of controls into the Audio/Video system and touch screen programming.

1.04 QUALITY ASSURANCE

- A. Manufacturer shall have 15 years experience in the manufacture of products comparable with those specified in this section.
- B. Manufacturer shall provide all shading components and electrical components for a complete installation and a single source of shading and lighting control where applicable.
- C. The manufacturer or licensed agent shall be approved to provide the products specified, honor all claims against the product in accordance with the warranty.
- D. Manufacturer shall provide 24/7 technical support to aid in troubleshooting system wiring and assist in system programming.
- E. Installer shall be qualified for installation by experience and be approved by the manufacturer.
- F. The responsibility for the design, engineering, installation, and performance of motorized window shade systems specified in this section shall be assigned to a single manufacturer and their authorized dealers/installers.
- G. The General Contractor shall coordinate installation of the following items with the Window Shade contractor for all window treatment systems:

- 1 1. Power wiring in accordance with requirements provided by the Window Shade Contractor.
- 2 2. Low-voltage wiring as necessary for operation of shade control system. (Window Shade
- 3 Contractor shall specify power needs to General Contractor)

4 1.05 SUBMITTALS

- 5
- 6 A. Submit manufacturer's descriptive literature for each product type specified. Details shall indicate
- 7 materials, finishes, construction, and mounting requirements. Also include installation, wiring, and
- 8 operating instructions.
- 9

10 1.06 SHOP DRAWINGS

- 11 A. Indicate Head, jamb, and sill details to aid General Contractor to coordinate work as well as relevant
- 12 dimensions and mounting requirements for each product type and mounting condition.
- 13
- 14 B. Provide shade schedule coordinating room number, opening size(s), quantities and key to details.
- 15
- 16 C. System one-line wiring diagrams including connection details and overall arrangement of all shades
- 17 and control locations supplied by this section for installation and connection by Owner.
- 18

19 1.07 SAMPLES

- 20
- 21 A. Portfolio of shade fabric swatches for initial fabric color selection from manufacturer's full range of
- 22 available fabrics. Provide sample and profiles of all aluminum fascias for selection from
- 23 manufacturer's full range of available fascias.
- 24
- 25 B. Material samples for color and finish selection of controls.
- 26
- 27 C. One fully operational window shade sample of each type required complete with selected shade fabric
- 28 including sample of seam/batten when applicable. Location of sample to be determined by Architect.
- 29
- 30 D. One complete set of all shade components demonstrating compliance.
- 31

32 1.08 CERTIFICATION

- 33
- 34 A. Test Reports indicating compliance with Fabric test properties listed in Section 2.
- 35
- 36 B. Current certificates demonstrating all line voltage components of the system are either UL listed or
- 37 are UL recognized. All low voltage components within the system shall be powered by UL listed or
- 38 UL recognized class 2 transformers or power supplies and wired as NEC Class 2 circuits.
- 39

40 1.09 MANUFACTURE'S INSTRUCTION

- 41
- 42 A. Installation, Programming, and Maintenance instructions to be included in product packaging.
- 43
- 44 B. 24-Hour / 7-Day Technical support shall be available to aid with unforeseen installation difficulties.

45 1.10 DELIVERY, STORAGE, AND HANDLING

- 46 A. Storage and Protection
- 47 1. Do not deliver items to the project until all concrete, masonry, plaster, painting and other wet
- 48 work has been completed and is dry.
- 49 2. Deliver shades to project in protective packaging, uniquely labeled to identify each shade for each
- 50 opening. Schedule delivery to prevent delays to completion of work, but to minimize on-site
- 51 storage time.

- 1 3. Store materials in a dry, secure place. Protect from weather, surface contaminants, corrosion,
- 2 construction traffic, and all other potential damage.
- 3 B. PROJECT / SITE CONDITIONS
- 4 1. Shade system shall not be installed until the building is operating in ambient temperature and
- 5 humidity ranges consistent with that intended for buildings ultimate use.
- 6 C. SCHEDULING
- 7 1. Do not fabricate shades without obtaining field dimensions for each opening.
- 8 2. Coordinate construction of surrounding conditions to allow for timely field dimension verification.
- 9 3. Manufacturer's standard lead times apply. Reference submittal and schedule accordingly for
- 10 project timeline.
- 11 D. EXTRA MATERIALS
- 12 1. The manufacturer shall make available to the end user a method of ordering new equipment for
- 13 expansions, replacement, or parts to be used as spares twenty-four hours a day, seven days a week.
- 14 2. The manufacturer must make available new or remanufactured parts for a minimum period of ten
- 15 years from the final date of commissioning.

16 PART 2 - PRODUCTS

17 1.01 MANUFACTURERS

- 18 A. To establish the standard of quality, design, and function desired, drawings and specifications are
- 19 based on the Sivoia QS roller shade system by:
- 20 1. Lutron Shading Solutions
- 21 11520 Sun Shade Lane
- 22 Ashland, Virginia 23005
- 23 United States of America
- 24 Web Site: www.lutron.com/shadingsolutions
- 25 Telephone (800) 446-1503, FAX (804) 752-3366
- 26 2. Or approved equal by MechoShade Systems, Inc., Hunter Douglas, Springs Window Fashions
- 27 Contract, or approved equal.

28 1.02 GENERAL SYSTEM SPECIFICATIONS

- 29 A. OPERATION
- 30 1. The Electronic Drive Unit shall operate without exceeding a 44dBA Sound Pressure Level
- 31 (SPL) measured three (3) feet from the motor.
- 32 2. The system shall make no audible clicks when the motor starts or stops.
- 33 3. For systems with multiple Electronic Drive Units, Drive Units are electronically synchronized
- 34 and will start, stop and move smoothly in unison at all times.
- 35 4. Each Electronic Drive Unit within the system shall store multiple intermediate presets
- 36 positioned anywhere along the system travel and a full open and full close shade limit.
- 37 Electronic Drive Unit shall position the shade fabric to $\pm 1/16"$ of preset positions.
- 38 5. Electronic Drive Unit and system controls shall have a 10 year power failure memory for preset
- 39 positions, open and close limits, shade grouping, and system configuration.
- 40 B. CAPACITY
- 41 1. System shall allow for up to 96 devices per communication link including EDU's, controls and
- 42 interfaces.

- 1 C. GROUPING
- 2 1. System groups and subgroups can be reconfigured at the point of control without rewiring or
- 3 access to the Electronic Drive Unit
- 4 2. System keypads can control any Electronic Drive Unit, group, or subgroup without requiring
- 5 Group Controls.
- 6 D. LIMITS AND INTERMEDIATE PRESETS
- 7 1. Limits shall be programmable and adjustable from the Electronic Drive Units, wall-mounted
- 8 keypads, or hand-held infrared transmitters as applicable.
- 9 2. Open and Close limits may be recalled at the Electronic Drive Unit. Preset positions may be
- 10 recalled by contact closure inputs, keypads, infrared receivers, and lighting control system
- 11 interfaces.
- 12 3. Preset positions shall be user adjustable with a 5-second button “press and hold” from keypads,
- 13 infrared transmitters, or contact closure boards. The user adjustment feature can be disabled at
- 14 the keypad location
- 15 E. PROTECTION
- 16 1. System components shall provide appropriate (spike and brownout) overcurrent protection (\pm
- 17 10% of line voltage) for all devices in the system.
- 18 2. The Electronic Drive Unit shall be powered via a UL Listed or UL Recognized Class 2 Power
- 19 Supply.
- 20 F. INTEGRATION
- 21 1. The Electronic Drive Unit(s) shall seamlessly integrate with Lutron lighting control systems
- 22 including GRAFIK Eye.
- 23 2. System shall integrate with A/V equipment such as touch screen panel controls, timeclocks and
- 24 security systems through contact closure inputs.
- 25 3. Electronic Drive Unit shall be capable of receiving Infrared (IR) from hand-held transmitters
- 26 through infrared receivers on a keypad, contact closure interface, or through an IR receiver
- 27 wired directly to the Electronic Drive Unit.
- 28 1.03 ROLLER SHADES
- 29 A. MOUNTING
- 30 1. Roller shade brackets shall allow for symmetrical light gaps as small as $\frac{3}{4}$ “ on each side of
- 31 shade.
- 32 2. System shall have a roller shade leveling adjustment that allows level adjustment while the
- 33 roller shades are mounted to the brackets.
- 34 3. System shall allow a side-to-side adjustment of up to $\pm 3/8$ ” on each side while the shade is
- 35 mounted to the bracket to properly center shade over the window.
- 36 4. System shall have a projection adjustment of up to $1/2$ ” allowing the shade to clear the trim or
- 37 move the shade closer to the window in order to have a tighter seal between the fabric and the
- 38 window.
- 39 5. System dual brackets shall be provided to permit two shades rollers to be mounted in the same
- 40 opening .
- 41 B. SHADE TUBE
- 42 1. 2.5” aluminium extrusion

- 1 2. Fabric shall be connected to the tube with double-sided adhesive strip applied for exact and firm
2 mounting of the fabric and for easy adjustment of fabric to prevent telescoping.
3 3. A minimum of one turn of fabric will be placed on the roller before the working section of
4 fabric starts, to protect the fabric and smooth out the starting seam.

5 C. FABRICS

6 1. Qualifications

- 7 a. Fire – Provide shade fabrics tested in accordance with:
8 i. 1989 NFPA 701 small scale Vertical Burn Test and rated "PASS."
9 ii. 1996 NFPA 701 small scale Vertical Burn (telephone booth test) and rated "PASS."

10 E. MANUFACTURING

- 11 1. Where applicable, shade fabric will be ultrasonically cut and friction sealed to minimize fraying.
12 2. Woven yarn fabrics will be interlocking and heat-treated so that all material is securely bonded.
13 3. Shade Fabric panels shall be 100% visually inspected for defects using a light box integrated
14 into the manufacturing line.
15 4. 100% visual inspections shall be performed on each shade seam and hem bar welds and
16 compared to strict aesthetic standards.
17 5. Shade seam weld strength process shall be tested on a daily basis to ensure controlled
18 consistency of weld quality.
19 6. Shade panels shall be 100% checked for squareness ($\pm 1/16"$)
20 7. Shade panels shall be 100% visually inspected to ensure there are no frayed edges or defects in
21 the cut.

22 F. LIGHT FILTERING FABRICS

23 1. Sheer Shade Basketweave 90

- 24 a. Openness factor to be selected by architect from manufacturer's full range.
25 b. Color to be selected by architect from manufacturer's full range.

26 G. FASCIA

- 27 1. To be selected from manufacturer's full range.
28

29 H. HEM BAR

- 30 1. Standard Sealed Hem Bar shall be a 1" wide by .1875" thick extruded aluminum bar enclosed on
31 all sides in a thermally sealed pocket across the bottom of the shading fabric.

32 2.04 CONTROLS

33 A. WALL MOUNTED CONTROLS

- 34 1. Keypad(s) shall be able to electronically set and reconfigure shade open and close limits, shade
35 preset positions, system groups, and system subgroups at the control without rewiring and
36 without access to the Electronic Drive Unit.
37 2. Wallplate shall attach using no visible means of attachment. Wallplate may require installation
38 in wood, marble or GWB surfaces as required by Owner upon location of controls.
39 3. Any engraved artwork specified for controls, such as borders and logos, shall be applied in a
40 method designed to resist removal by scratching, cleaning, etc.
41 4. Manufacturer shall ensure the following items regarding product color:

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- a. Product color matches NEMA standard WD1, Section 2, and the maximum color deviation from this standard shall not exceed $\Delta E=1$, CIE L^*a^*b color space units. For non-NEMA colors, color match coordination shall be provided on request.
 - b. Color variation of any control in the same product family shall not exceed $\Delta E=1$, CIE L^*a^*b color units.
 - c. Visible parts shall exhibit ultraviolet color stability when tested with multiple actinic light sources as defined in ASTM D4674-89. Manufacturer to submit proof of testing upon request.
5. Keypad(s) shall mount in standard U.S. backboxes in either single-gang or multi-gang installations. Keypad(s) shall be available in “Insert” and “No Insert” models. Manufacturer to supply appropriate wallplate based on ganging options and insert options specified.
6. Keypad(s) shall provide an immediate local LED response upon button activation to indicate that a system command has been sent from the keypad. LED will remain lit contingent upon receiving system confirmation of the successful completion of the command.
7. Keypad(s) shall have removable button assemblies that can be replaced in the field to change colors, button configurations, and engraving.
8. Keypad(s) shall have a backlighting option.
9. Keypad(s) shall be capable of simultaneously controlling one or more shades, up to the maximum number of shades in the system.
10. Keypads shall be of type:
- a. Three-Button Keypad, QSWS2-3BRL-N-BL-E01 with custom stainless steel plate
 - i. Keypad will provide buttons for operating as one group of shades: full-open, full-close, and one programmable preset position and raise/lower.

B. INTERFACES

1. Interface with future Lutron Grafik Eye QS system:

- a. Shade system shall interface to Lutron Grafik eye lighting control system to provide single system control of the natural and artificial light in the space.
- b. Interface shall provide buttons for selecting the following for one group of shades: full-open, full-closed, three programmable preset positions, and raise/lower. Pressing any button (other than Raise or Lower) while the shades are moving will stop the movement of the shades.
- c. Interface(s) shall provide an immediate local LED response upon button activation to indicate that a system command has been sent from interface. LED will remain lit contingent upon receiving system confirmation of the successful completion of the command.
- d. Interface(s) shall be capable of simultaneously controlling one or more electronic shade, up to the maximum number of shades in the system, without affecting the lighting control system.
- e. Interface(s) wallplate shall attach using no visible means of attachment.
- f. Interface(s) shall have removable button assemblies that can be replaced in the field to change colors, button configurations, and engraving.
- g. Interface(s) shall mount in standard U.S. backboxes in either single-gang or multigang installations. Interfaces shall be available in “Insert” and “No Insert” models. Manufacturer to supply appropriate wallplate based on ganging options and insert options specified.
- h. Interface(s) functions shall be configured through the lighting control system.

- 1 i. Interface(s) shall have a backlighting option.

2
3 C. TRANSFORMERS

4 1. Plug in transformer 50VA

- 5 a. Transformer shall be UL Listed
6 b. Transformer shall provide integral 3 prong connector to mount directly to a standard
7 120VAC outlet

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9 PART 3 - EXECUTION

10 3.01 EXAMINATION

- 11 A. Refuse delivery of any damaged packaging.
12 B. Ensure all parts match specified bill of materials and purchase order.

13 3.02 INSTALLATION

- 14 A. Install shades in windows level and plumb to provide smooth operation.
15 B. Install in accordance with manufacturer's product data and approved shop drawings
16 C. Field measurement and installation shall be performed by a factory-trained technician.

17 3.03 FIELD QUALITY CONTROL

- 18 A. Site test/Inspection
19 1. Examine substrate and conditions for installation. Do not commence installation until conditions
20 are satisfactory. Commencement of installation indicates acceptance of site conditions by
21 Contractor. Notify the Design Professional upon inspection when the project conditions are
22 unacceptable for shade installation. "Beginning of installation" means acceptance of substrate and
23 project conditions.

24 3.04 ADJUSTING

- 25 A. Adjust fabric on tube to prevent telescoping of fabric over time.

26 3.05 CLEANING

- 27 A. Touch up damaged finishes and repair minor damage in order to eliminate evidence of repair. Remove
28 and replace work that cannot be satisfactorily repaired.
29 1. Clean exposed surfaces, including metal and shade fabric, using non-abrasive materials and
30 methods recommended by the Shade Fabric Manufacturer. Remove and replace work that cannot
31 be satisfactorily cleaned.

32 3.06 DEMONSTRATION

- 33 A. Demonstrate operation method and instruct Owner's personnel in the proper operation and
34 maintenance of the window shade systems.
35

36 END OF SECTION 12 24 13
37