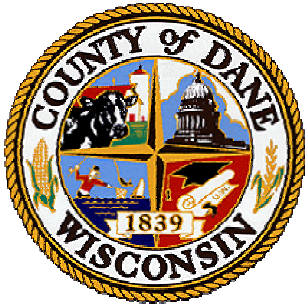


**RFB NO. 108031**



## **CONSTRUCTION DOCUMENTS PROJECT MANUAL**

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,  
HIGHWAY and TRANSPORTATION

### **REQUEST FOR BIDS NO. 108031 2008 RESTORATION CAPITOL SQUARE SOUTH PARKING RAMP 113 SOUTH HENRY STREET MADISON, WISCONSIN**

Opening Date: **THURSDAY, MARCH 6, 2008**

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

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

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

Location: **DANE COUNTY DEPARTMENT OF PUBLIC WORKS,  
HIGHWAY and TRANSPORTATION  
1919 ALLIANT ENERGY CENTER WAY (BROWN BRICK BUILDING)  
MADISON, WISCONSIN 53713**

---

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

**JOHN SCHRAUFNAGEL, PROJECT ENGINEER  
DANE COUNTY DEPARTMENT OF PUBLIC WORKS,  
HIGHWAY and TRANSPORTATION  
1919 ALLIANT ENERGY CENTER WAY  
MADISON, WISCONSIN 53713  
TELEPHONE NO.: 608/266-4798  
FAX NO.: 608/267-1533  
E-MAIL: SCHRAUFNAGEL@CO.DANE.WI.US**

## DOCUMENT INDEX FOR RFB NO. 108031

### PROCUREMENT AND CONTRACTING REQUIREMENTS

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

### DIVISION 1 – GENERAL REQUIREMENTS

01015 – Summary of Work	01508 – Recycling
01090 – Definitions	01510 – Temporary Facilities and Controls
01151 – Unit Prices	01750 – Cleaning and Project Closeout
01210 – Project Meetings	

### DIVISION 2 - SITE CONSTRUCTION

02075 – Removal of Existing Concrete and Surface Preparation

### DIVISION 3 - CONCRETE

03110 – Concrete Formwork	03340 – Low Water/Cement Ratio Concrete
03115 – Shoring	03360 – Shotcrete
03200 – Concrete Reinforcement	03730 – Patching of Structural Concrete

### DIVISION 7 – THERMAL AND MOISTURE PROTECTION

07900 – Crack and Joint Sealants

### DRAWINGS

S1 – Third Floor Topside Plan	S5 – Sections and Details
S2 – Third Floor Underside Plan	S6 – Sections and Details
S3 – Seventh Floor Topside Plan	S7 – Sections and Details
S4 – Seventh Floor Underside Plan	

### DANE COUNTY VENDOR REGISTRATION PROGRAM

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

## LEGAL NOTICE

### REQUEST FOR BIDS

Sealed bids will be received by the Dane County Public Works, Highway & Transportation Department, 1919 Alliant Energy Center Way, Madison, WI 53713, until:

**2:00 P.M., THURSDAY, MARCH 6, 2008**

**BID NO. 108031**  
**2008 RESTORATION**  
**CAPITOL SQUARE SOUTH PARKING RAMP**  
**113 SOUTH HENRY STREET**  
**MADISON, WI 53703**

Dane County is inviting Bids for construction Services. The project primarily consists of concrete restoration of underside slab delaminations at south bay of third floor and topside and underside slab delaminations at center bay of seventh floor. Only firms with capabilities, experience and expertise with similar projects should request this packet and submit Bids.

Request For Bids package may be obtained at the Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608-266-4018, or downloading it from [www.countyofdane.com/pwht/bid/logon.aspx](http://www.countyofdane.com/pwht/bid/logon.aspx). For additional information, contact John Schraufnagel at 608-266-4798 or [schraufnagel@co.dane.wi.us](mailto:schraufnagel@co.dane.wi.us).

All bidders wishing to submit Bids must be registered with Dane County prior to bid opening and must be registered before award of contract. Complete a Vendor Registration Form online or obtain one by calling 608-266-4131.

Bidders facility tour (non-mandatory) will be held on Thursday, February 28, 2008 at 10:00 a.m. at Capitol Square South Parking Ramp, 113 S. Henry Street, Madison, starting in the office in the lowest level of the ramp. Bidders and subcontractor are strongly encouraged to attend.

**PUBLISH: FEBRUARY 12 & 19, 2008 – WISCONSIN STATE JOURNAL**

**FEBRUARY 18 & 25, 2008 – WESTERN BUILDER**

# 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 Thursday, February 28, 2008 at 10:00 AM at Capitol Square South Parking Ramp, 113 S. Henry Street, Madison, in Office. 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 Facility Manager, Karen Shevet-Dinah, 608/266-4363. All questions shall be directed to Project Engineer.
- 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 Opening. Bidders shall bring inadequacies, omissions or conflicts to County or Architect / Engineer's attention at least ten (10) days before Bid Opening. Prompt clarification will be available to all bidders by Addendum.
- B. Failure to so request clarification or interpretation of Drawings and Specifications will not relieve successful Bidder of responsibility. Signing of Contract will be considered as implicitly denoting that Contractor has thorough understanding of scope of the Work and comprehension of Construction Documents.
- C. County 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, County shall be satisfied that Bidder involved meets following requirements:
  - 1. Has completed at least one (1) project of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications.
  - 2. Maintains permanent place of business.
  - 3. Can be bonded for terms of proposed Contract.
  - 4. Complies with Dane County Best Value Contracting Ordinance. Qualification with State of Wisconsin's Executive Order 108 or City of Madison's Best Value Contracting Ordinance meets qualification requirements of County.
  - 5. Has record of satisfactorily completing past projects and supplies list of five (5) most recent, similar projects, with architect or engineer's and owner's names, addresses and telephone numbers for each project. Submit to Public Works Project Engineer within three (3) days after Bid Opening. Criteria which will be considered in determining satisfactory completion of projects by bidder will include:
    - a) Completed contracts in accordance with drawings and specifications.
    - b) Diligently pursued execution of work and completed contracts according to established time schedule unless Owner grants extensions.
    - c) Fulfilled guarantee requirements of construction documents.

- d) Is not presently on ineligible list maintained by County's Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements.
  - e) Authorized to conduct business in Wisconsin. By submitting Bid, bidder warrants that it has: complied with all necessary requirements to do business in State of Wisconsin; that persons executing contract on its behalf are authorized to do so; and, if corporation, that name and address of bidder's registered agent are as set forth in Contract. Bidder shall notify County immediately, in writing, of any change in its registered agent, their address, and bidder's legal status. For partnership, term "registered agent" shall mean general partner.
- B. County's Public Works Project Engineer will make such investigations as are deemed necessary to determine ability of bidder to perform the Work, and bidder shall furnish to County's Public Works Project Engineer or designee all such information and data for this purpose as County's Public Works Project Engineer may request. County reserves right to reject Bid if evidence submitted by, or investigation of, bidder fails to satisfy County that bidder is responsible and qualified to carry out obligations of Contract and to complete the Work contemplated therein.

## **5. BID GUARANTEE**

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

## **6. WITHDRAWAL OF BIDS**

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

## 7. CONTRACT FORM

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

## 8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS

- A. In accordance with Wisconsin Statute 946.13, county official may not bid for or enter into any contract involving receipts or disbursements of more than \$7,500.00 in a year, in which they have private pecuniary interest, direct or indirect if at same time they are authorized to take official action with respect to making of this Contract. Any contract entered into in violation of this Statute is void and County incurs no liability thereon. This subsection does not affect application and enforcement of Wisconsin Statute 946.13 by state prosecutors in criminal courts of this state.

## 9. EMERGING SMALL BUSINESS PROVISIONS

- A. **Emerging Small Business Definition.** For purposes of this provision, ESB is defined as:
  - 1. Independent business concern that has been in business minimum of one year;
  - 2. Business located in State of Wisconsin;
  - 3. Business comprised of less than 25 employees;
  - 4. Business must not have gross sales in excess of three million dollars (\$3,000,000.00) over past three years; and
  - 5. Business does not have history of failing to complete projects.
- B. **Emerging Small Business (ESB) Involvement.** Bidder shall make good faith effort to award minimum of ten percent (10%) of the Work to ESBs. Bidder shall submit report to Dane County Contract Compliance Officer within twenty-four (24) hours after Bid Opening demonstrating such efforts. Good faith efforts means significant contact with ESBs for purposes of soliciting bids from them. Failure to make or demonstrate good faith efforts will be grounds for disqualification.
- C. **Emerging Small Business Report.** Emerging Small Business Enterprise Report is to be submitted by Bidder in separate envelope marked "Emerging Small Business Report". This report is due by 2:00 p.m. following specified twenty-four (24) hours after Bid Opening. Bidder who fails to submit Emerging Small Business Report shall be deemed not responsive.
- D. **ESB Goal.** Ten percent (10%) ESB participation is goal of this project. ESB utilizations are shown as percentage of total Bid. If Bidder meets or exceeds specified goal, Bidder is only required to submit Form A - Certification, and Form B - Involvement. Goal shall be met if Bidder qualifies as ESB.
- E. **Report Contents.** Following award of Contract, Bidder shall submit copies of executed contracts for all Emerging Small Businesses. Emerging Small Business Report shall consist of these:

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



6. Using services of available minority, women and small business organizations and other organizations that provide assistance in recruitment of MBEs / WBEs / ESBs.
  7. Negotiating in good faith with interested ESBs, not rejecting ESBs as unqualified without sound reason based on thorough investigation of their capabilities.
  8. Submitting required project reports and accompanying documents to County's Contract Compliance Officer within twenty-four (24) hours after Bid Opening.
- L. **Appeals Disqualification of Bid.** Bidder who is disqualified may appeal to Public Works & Transportation Committee and Equal Opportunity Commission.

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

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

## **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. All bidders are encouraged to submit their bids in special printed bid envelope available at Dane County Public Works, Highway & Transportation Department - Public Works Engineering Division. Bids submitted in any other type of envelope run risk of not being identified as bid and County shall not be liable therefore in any respect. Bids shall be signed, sealed and delivered at place and before time of closing designated in Invitation to Bid, and identified with project name, bid number, location, category of work being bid upon, Bid Opening date, name and address of bidder.
- G. Bidder shall be responsible for sealed Bid being delivered to place designated for Bid Opening on or before date and time specified. Bids received after time of closing will be rejected and returned to bidder unopened.
- H. Bid will be considered invalid and will be rejected if bidder has not signed it.
- I. Faxed Bids will not be accepted.

#### **14. SUBCONTRACTOR LISTING**

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

#### **15. ALTERNATE BIDS**

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

#### **16. INFORMATIONAL BIDS**

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

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

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

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

- A. Successful Bidder shall commence work when schedule and weather permit, but no later than stated in Bid Form. Contractor shall pursue the Work regularly and continuously at reasonable rate to insure completion of the Work within time stated in Bid.

- B. Should it be found impossible to complete the Work on or before time specified for completion, written request may be submitted for extension of time setting forth reasons believed to justify granting of such request. Refer to Article 20 of General Conditions of Contract, titled "Time for Completion."

**19. WORK BY COUNTY**

- A. Not Applicable.

**20. SPECIAL HAZARDS COVERAGE**

- A. Not Applicable.

**FORM A**

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

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

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

\_\_\_\_\_

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

**BIDDER INFORMATION**

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

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

\_\_\_\_\_

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

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

**FORM B**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FORM C**

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

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

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

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

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

**FORM D**

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

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

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

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

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

\_\_\_\_\_  
Date



**BID FORM**

**BID NO. 108031**

**PROJECT: 2008 RESTORATION  
CAPITOL SQUARE SOUTH PARKING RAMP**

**TO: DANE COUNTY PURCHASING AGENT  
210 MARTIN LUTHER KING, JR. BLVD. - ROOM 425  
MADISON, WISCONSIN 53703**

**BASE BID - UNIT PRICING**

(Refer to Specification Section 01151 – Unit Prices)

The undersigned, having examined the site where the Work is to be executed and having become familiar with local conditions affecting the cost of the Work and having carefully examined the Drawings and Specifications, all other Construction Documents and Addenda thereto prepared by Dane County Department of Public Works, Highway & Transportation hereby agrees to provide all labor, materials, equipment and services necessary for the complete and satisfactory execution of the entire Work, as specified in the Construction Documents, for the Base Bid unit pricing as follows:

<u>Item</u>	<u>Type of Work</u>	<u>Estimated Quantities</u>	<u>Unit</u>	<u>Price Bid</u>	<u>Total Bid</u>
1	Removal of unsound top of slab concrete under 1 layer of reinforcing steel	6,500	Sq. Ft.	\$ _____	\$ _____
2	Removal of unsound top of slab concrete under 2 layers of reinforcing steel	2,500	Sq. Ft.	\$ _____	\$ _____
3	Ready-mix structural concrete fill of chipped out voids at top of slab removal (work items 1 and 2)	9,000	Sq. Ft.	\$ _____	\$ _____
4	Removal and replacement of unsound slab concrete full depth	700	Sq. Ft.	\$ _____	\$ _____
5	Seal slab cracks and joints	1,500	Lin. Ft.	\$ _____	\$ _____
6	Supplemental and replacement reinforcing steel	2,000	LB	\$ _____	\$ _____
7	Concrete repair of columns, parapets, and other vertical surfaces	100	Sq. Ft.	\$ _____	\$ _____
8	Shallow removal and replacement of unsound bottom of slab concrete	1,200	Sq. Ft.	\$ _____	\$ _____

9 Deeper removal and replacement of unsound bottom of slab concrete	200 Sq. Ft.	\$_____	\$_____
10 Removal and replacement of unsound bottom of beam concrete	100 Sq. Ft.	\$_____	\$_____
11 Knockdown of unsound concrete	100 Sq. Ft.	\$_____	\$_____
12 Install added slab dowels	200 Loc.	\$_____	\$_____

Total: \$ \_\_\_\_\_  
Numeric Price

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

NOTE: In case of multiplication errors of multiplying the quantities by the Unit Price Bid, or addition errors for the "Total," the "Total" with corrected multiplication and/or addition shall determine the "Total" bid for each contract.

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

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

Dated \_\_\_\_\_

Assuming the Notice to Proceed is issued by April 17, 2008, when can you commence and complete this job in compliance with Specifications Section 01015. The Owner reserves the right to terminate the contract if completion date is not met. Costs incurred by the Owner as a result of the Contractor not meeting the completion date and final project closeout date will be passed on to the Contractor.

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

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

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

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

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

**SIGNATURE:** \_\_\_\_\_

(Bid is invalid without signature)

**BID CHECK LIST:**

These items **must** be included with Bid or completed **before** bidding

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Bid Form                           | <input type="checkbox"/> Bid Bond               | <input type="checkbox"/> Vendor Registration  |
| <input type="checkbox"/> Fair Labor Practices Certification | <input type="checkbox"/> Best Value Contracting | <input type="checkbox"/> Qualified Contractor |

## FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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



# DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive  
Kathleen M. Falk

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

Commissioner / Director  
Gerald J. Mandli

## PREQUALIFICATION APPLICATION

### CONTRACTORS/LICENSURE APPLICANTS

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

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

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

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

### EXEMPTIONS

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

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

## SIGNATURE SECTION

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

## REMEMBER!

Return all to forms and attachments, or questions to:

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

**EMAIL: SCHRAUFNAGEL@CO.DANE.WI.US**  
**OFFICE: (608) 266-4798, CELL: (608) 575-3374, FAX: (608) 267-1533**

## APPENDIX A

### APPRENTICEABLE TRADES

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



**COUNTY OF DANE**

**PUBLIC WORKS CONTRACT**

Contract No. \_\_\_\_\_ Bid No. 108031

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

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

**WITNESSETH:**

**WHEREAS**, COUNTY, whose address is c/o Associate Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide 2008 Restoration, Capitol Square South Parking Ramp ("the Project"); and

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

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

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

**3.** During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. Such equal opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation. CONTRACTOR agrees to post in conspicuous places,

available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

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

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

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

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

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

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

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

\* \* \* \* \*

**FOR CONTRACTOR:**

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

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

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

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

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

\* \* \* \* \*

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

**FOR COUNTY:**

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

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.

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

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

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

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

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

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

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

Signed and sealed this day of , 20 .

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

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. \_\_\_\_\_

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address): \_\_\_\_\_

SURETY (Name and Principal Place of Business): \_\_\_\_\_

OWNER (Name and Address): \_\_\_\_\_

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

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

None

See Page 3

CONTRACTOR AS PRINCIPAL  
COMPANY: \_\_\_\_\_  
(Corporate Seal)

SURETY COMPANY: \_\_\_\_\_  
(Corporate Seal)

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

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Attorney-in-Fact

(Any additional signatures appear on page 3)

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

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

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

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

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

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

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

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

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

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

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

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

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

1. After investigation, determine the amount for

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

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

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

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

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

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

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

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

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

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

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

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

**12 DEFINITIONS**

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

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

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

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

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

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

SAMPLE

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

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)

SURETY  
Company: (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. \_\_\_\_\_

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address): \_\_\_\_\_

SURETY (Name and Principal Place of Business): \_\_\_\_\_

OWNER (Name and Address): \_\_\_\_\_

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

BOND

Date (Not earlier than Construction Contract Date): \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Modifications to this Bond: \_\_\_\_\_

None

See Page 6

CONTRACTOR AS PRINCIPAL  
COMPANY: \_\_\_\_\_  
(Corporate Seal)

SURETY COMPANY: \_\_\_\_\_  
(Corporate Seal)

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

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

Attorney-in-Fact

(Any additional signatures appear on page 6)

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

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



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

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

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

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

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

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

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

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

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

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

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

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

6.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

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

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

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

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

**15. DEFINITIONS**

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

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

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

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

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

SAMPLE

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

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)

SURETY  
Company: (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

# GENERAL CONDITIONS OF CONTRACT

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## **1. CONSTRUCTION DOCUMENTS**

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

## **2. DEFINITIONS**

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

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

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

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

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

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

## **5. CUTTING AND PATCHING**

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

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

## **6. CLEANING UP**

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

## **7. USE OF SITE**

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

## **8. MATERIALS AND WORKMANSHIP**

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

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

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

## **10. “OR EQUAL” CLAUSE**

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

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

## **11. PATENTS AND ROYALTIES**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **19. EXTRAS**

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

## **20. TIME FOR COMPLETION**

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

## **21. CORRECTION OF WORK**

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

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

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

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

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

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

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

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

2. Failure of Contractor to keep Schedule in updated format shall result in County hiring a firm specializing in construction schedule development and deducting those costs associated with updating process from payments due Contractor.
  3. Contractor shall submit show actual percentage of each activity completed, estimated future progress, and anticipated completion time.
- D. Responsibility for timely completion requires:
1. Contractor and subcontractors understand that performance of each is interdependent upon performance of others.
  2. Whenever it becomes apparent from current schedule, that phasing or progress completion dates will not be met, Contractor must take some or all following actions at no additional cost to County:
    - a) Increase construction manpower in such quantities and crafts as will eliminate backlog of work.
    - b) Increase number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination of foregoing to eliminate backlog of work.
    - c) Reschedule work (yet remain in conformance with Drawings and Specifications).
  3. Prior to proceeding with any of above actions, Contractor shall notify Public Works Project Engineer.
- E. Maintain current Construction Schedule at all times. Revise Construction Schedule in same detail as original and accompany with explanation of reasons for revision. Schedule shall be subject to approval by Architect / Engineer and Public Works Project Engineer.

## **25. PAYMENTS TO CONTRACTOR**

- A. Contractor shall provide:
1. Detailed estimate giving a complete breakdown of contract price by Specification Division; and
  2. Periodic itemized estimates of work done for purpose of making partial payments thereon.
- Submit these estimates for approval to Architect / Engineer, who will review and submit to Public Works Project Engineer. Costs employed in making up any of these schedules are for determining basis of partial payments and not considered as fixing a basis for additions to or deductions from Contract price.
- B. County will make partial payments to Contractor for value, proportionate to amount of Contract, of all labor and material incorporated in the Work during preceding calendar month upon receipt of Application and Certificate for Payment form from Architect / Engineer and approval of Department.
- C. Contractor shall submit for approval first to Architect / Engineer, and then to Public Works Project Engineer all Application and Certificate for Payment forms. If requested, Application and Certificate for Payment shall be supported by such additional evidence as may be required, showing Contractor's right to payment claimed.
- D. Application and Certificate for Payment for preparatory work and materials delivered and suitably stored at site to be incorporated into the Work at some future period, will be given due consideration. Requesting payment for materials stored off site, may be rejected, however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered, conditional upon submission by Contractor of bills of sale, photographs and such other procedures as will adequately protect County's interest such as

storage in a bonded warehouse with adequate coverage. If there is any error in a payment, Contractor is obligated to notify Department immediately, but no longer than ten (10) days from receipt of payment.

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

## **26. WITHHOLDING OF PAYMENTS**

- A. County, after having served written notice on said Contractor, may either pay directly any unpaid bills of which Department has written notice, or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged; whereupon, payment to Contractor shall be resumed in accordance with terms of this Contract, but in no event shall these provisions be construed to impose any obligations upon County to either Contractor or Contractor's Surety.
- B. In paying any unpaid bills of Contractor, County shall be deemed agent of Contractor, and any payment so made by County, shall be considered as a payment made under Contract by

County to Contractor and County shall not be liable to Contractor for any such payment made in good faith.

- C. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all claims growing out of lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in performance of this Contract.
- D. At Department's request, Contractor shall furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged or waived.

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

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

## **28. PAYMENTS BY CONTRACTOR**

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

## **29. CONTRACT SECURITY**

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

## **30. ASSIGNMENTS**

- A. Contractor shall not assign whole or any part of this Contract or any moneys due or to become due hereunder without written consent of Department. In case Contractor assigns all or any part of any moneys due or to become due under this Contract, instrument of assignment shall contain a clause substantially to effect that it is agreed that right of assignee



in and to any moneys due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for performance of the Work called for in this Contract.

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

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

### **32. SEPARATE CONTRACTS**

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

### **33. SUBCONTRACTS**

- A. Contractor may use services of specialty subcontractors on those parts of the Work that, under normal contracting practices, are performed by specialty subcontractors.
- B. Contractor shall not award any work to any subcontractor without prior approval of Department. Qualifications of subcontractors shall be same as qualifications of Contractor. Request for subcontractor approval shall be submitted to Department fifteen (15) days before start of subcontractor's work. If subcontractors are changed or added, Contractor shall notify Department in writing.
- C. Contractor shall be as fully responsible to County for acts and omissions of subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for acts and omissions of persons directly employed by Contractor.
- D. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to Contractor by terms of General Conditions of Contract and other Construction Documents insofar as applicable to work of subcontractors and to give Contractor same power as regards terminating any subcontract that Department may exercise over Contractor under any provision of Construction Documents.

- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and County.
- F. Contractor shall insert in all subcontracts, Articles 26, 33, 43 and 45, respectively entitled: “Withholding of Payments”, “Subcontracts”, “Affirmative Action Provision and Minority / Women / Disadvantaged Business Enterprises”, and “Minimum Wages”, and shall further require all subcontractors to incorporate physically these same Articles in all subcontracts.

#### **34. PUBLIC WORKS PROJECT ENGINEER’S AUTHORITY**

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

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

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

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

- A. Stated allowances enumerated in Instructions to Bidders shall cover net cost of materials or equipment, and all applicable taxes. Contractor’s cost of delivery and unloading at site, handling costs on site, labor, installation costs, overhead, profit and any other incidental costs shall be included in Contractor’s bid, but not as a part of cash allowance.

- B. Department will solicit at least two (2) bids on materials or equipment for which an allowance is stated and select on basis of lowest qualified responsible bid. Contractor will then be instructed to purchase "Allowed Materials". If actual price for purchasing "Allowed Materials", including taxes, is more or less than "Cash Allowance", Contract price shall be adjusted accordingly. Adjustment in Contract price shall not contain any cost items excluded from cash allowance.

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

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

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

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

### **39. GENERAL GUARANTEE**

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

### **40. CONFLICTING CONDITIONS**

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

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

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

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

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

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

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

- annually number of persons, by race, sex and handicap status, who apply for employment and, similarly classified, number hired and number rejected.
3. Contact Dane County Contract Compliance Officer at Dane County Contract Compliance Office, 210 Martin Luther King, Jr. Blvd., Room 421, Madison, WI 53703, 608/266-4114.
  4. In all solicitations for employment placed on Contractor's behalf during term of this Contract, Contractor shall include a statement to effect Contractor is an "Equal Opportunity Employer". Contractor agrees to furnish all information and reports required by County's Contract Compliance Officer as same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and provision of this Contract.
- B. Minority / Women / Disadvantaged / Emerging Small Business Enterprises.
1. Chapter 19.508 of Dane County Code of Ordinances is official policy of Dane County regarding utilization of, to fullest extent of, Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs) Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs).
  2. Contractor may utilize MBEs / WBEs / DBEs / ESBEs as subcontractors or suppliers. A list of subcontractors will be required of low bidder as stated in this Contract. List shall indicate which are MBEs / WBEs / DBEs / ESBEs and percentage of subcontract awarded, shown as a percentage of total dollar amount of bid.

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

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

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

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

4. Accepts all work completed within that portion or unit of the Work to be occupied, at time of occupancy.

#### **46. MINIMUM WAGES**

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

#### **47. 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.

#### **48. 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.

## 49. INSURANCE

### A. Contractor Carried Insurance:

1. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this Article and has provided evidence of such insurance to Risk Manager, 425 City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703. Contractor shall not allow any subcontractor to commence work until insurance required of subcontractor has been so obtained and approved. Company providing insurance must be licensed to do business in Wisconsin.
2. Worker's Compensation Insurance:
  - a) Contractor shall procure and shall maintain during life of this Contract, Worker's Compensation Insurance as required by statute for all of Contractor's employees engaged in work at site of project under this Contract and, in case of any such work sublet, Contractor shall require subcontractor similarly to provide Worker's Compensation Insurance for all of latter's employees to be engaged in such work unless such employees are covered by protection afforded by Contractor's Worker's Compensation Insurance.
  - b) If any claim of employees engaged in hazardous work on project under this Contract is not protected under Worker's Compensation Statute, Contractor shall provide and shall cause each subcontractor to provide adequate Employer's Liability Insurance for protection of such of Contractor's employees as are not otherwise protected.
3. Contractor's Public Liability and Property Damage Insurance:
  - a) Contractor shall procure and maintain during life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in an amount not less than \$1,000,000 bodily injury, including accidental death, to any one person, and subject to same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000 or a combined single limit of at least \$1,000,000 with excess coverage over and above general liability in an amount not less than \$5,000,000. Contractor shall add "Dane County" as an additional insured for each project.
  - b) Contractor's Public Liability and Property Damage Insurance shall include Products, Completed Operation, and Contractual Liability under Insurance Contract. Contractual Liability coverage shall be carried in (substantially) following form: "Insurance 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 insurance will save, defend, indemnify and hold harmless County and Architect / Engineer from all damages caused by or as a result of Contractor's operations" and each shall be listed as additional insured.
  - c) Obligations of Contractor under Article 48.A.2)b) shall not extend to liability of Architect / Engineer, agents or employees thereof, arising out of:
    - 1) Preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
    - 2) giving of or failure to give directions or instructions by Architect / Engineer, agents or employees thereof provided such giving or failure to give is primary cause of injury or damage.
  - d) Contractor shall procure and shall maintain during life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000 each accident single limit,

bodily injury and property damage combined with excess coverage over and above general liability in an amount not less than \$5,000,000.

- e) Contractor shall either:
  - 1) Require each subcontractor to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or
  - 2) Insure activities of subcontractors in Contractor's own policy.
- 4. Scope of Insurance and Special Hazards: Insurance required under Article 48.A.2 hereof shall provide adequate protection for Contractor and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by insured or by anyone directly or indirectly employed by insured and also against any of special hazards which may be encountered in performance of this Contract as enumerated in Supplementary Conditions.
- 5. Proof of Carriage of Insurance: Contractor shall furnish Risk Manager with certificates showing type, amount, class of operations covered, effective dates, dates of expiration of policies and "Dane County" listed as an additional insured. Such certificates shall also contain (substantially) following statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by Risk Manager."

B. County Provided Protection:

- 1. County shall provide a Builder's Risk policy when applicable to project. County's Risk Manager, upon Contractor's request, will make available terms of this policy. 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 a part indemnified hereunder.
- 2. In any and all claims against Dane County, its boards, commissions, agencies, officers, employees and representatives or by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, indemnification obligation under this Contract shall not be limited in any way by any limitation on amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker's compensation acts, disability benefits or other employee benefit acts.
- 3. Obligations of Contractor under this Contract shall not extend to liability of Architect / Engineer, its agents or employees arising out of:
  - a) Preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or
  - b) Giving of or failure to give directions or instruction by Architect / Engineer, its agents or employees provided such giving or failure to give is primary cause of injury or damage.
- 4. Dane County shall not be liable to Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.




**50. WISCONSIN LAW CONTROLLING**

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

## SUPPLEMENTARY CONDITIONS

### 1. APPLICATION & CERTIFICATE FOR PAYMENT

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

---

**CONTRACTOR'S APPLICATION FOR PAYMENT**  
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

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

2. Net change by Change Orders ..... \$

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

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

5. RETAINAGE:

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

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

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

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) ..... \$

7. LESS PREVIOUS CERTIFICATE FOR PAYMENT (Line 6 from prior Certificate) ..... \$

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

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 8) ..... \$

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

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

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

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

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

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

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

---

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

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

AMOUNT CERTIFIED ..... \$

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

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

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

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**Continuation Sheet**

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

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (SHEETS (S-OR E))	G TOTAL COMPLETED AND STORED TO DATE (D+E)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE OR 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 © 1993, 1995, 1996, 1997, 1970, 1976, 1982 and 1992 by The American Institute of Architects. All rights reserved. (AIA/INHO). 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 (1) 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. 200800155 is added to General Conditions of Contract.
- B. These State of Wisconsin forms, hereinafter set forth in this section, shall be filled out and submitted to Department of Public Works, Highway & Transportation:
  - 1. Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-5724)
  - 2. Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-10584)
  - 3. Disclosure of Ownership (ERD-7777)
  - 4. Request To Employ Subjourneyperson (ERD-10880)

# Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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

**List of Agents and Subcontractors**

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

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

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

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

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

State Of            )    )SS  County Of            )	Project Name		
	Project Number		Determination Number
	Date Determination Issued		Date of Subcontract
	Awarding Contractor		
	Date Work Completed		

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

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

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

**List of Agents and Subcontractors**

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

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

## Disclosure of Ownership

**Notice required under Section 15.04(1)(m), Wisconsin Statutes.** The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.

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

### Other Construction Business

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

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

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address or P O Box

City

State

Zip Code

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



# Request To Employ Subjourneyperson

Personal information you provide may be used for secondary purposes. [See Section 15.04(1)(m), Wisconsin Statutes for details.] The use of this form is mandatory. The authority for the use of this form is prescribed in Section DWD 290.025, Wisconsin Administrative Code. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

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

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

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

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

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

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

**MAIL COMPLETED REQUEST TO** Equal Rights Division, Labor Standards Bureau, P. O. Box 8928 Madison WI 53708.

You may call (608) 266-6860 if you need assistance in completing your request

Jim Doyle  
Governor  
Roberta Gassman  
Secretary  
Jennifer A. Ortiz  
Division Administrator



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

State of Wisconsin  
Department of Workforce Development

**DEPARTMENTAL ORDER**

JOHN SCHRAUFNAGEL, PROJECT ENGINEER  
DANE COUNTY DEPT PUBLIC WORKS  
1919 ALLIANT ENERGY CENTER WAY  
MADISON, WI 53713

RE: 2008 RESTORATION CAPITOL SQUARE SOUTH PARKING RAMP  
CITY OF MADISON, DANE COUNTY, WI  
Determination No. 200800155 Project No. 108031

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

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

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

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

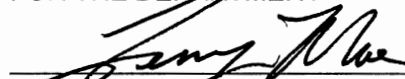
Now, therefore, it is hereby ORDERED that the prevailing wage rates set forth in the enclosed determination shall only be applicable to the above referenced project. This ORDER shall be deemed a FINAL ORDER of this department unless a timely request for an administrative review is filed with the department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

DATED

1/25/2008

Enclosures

FOR THE DEPARTMENT

  
Terry Moe, Investigator  
Labor Standards Bureau  
Construction Wage Standards Section  
(608) 266-0028

cc: KEVIN GRAHAM, STRUCTURAL TECHNICIAN  
ARNOLD & O'SHERIDAN ASSOCIATES  
1111 DEMING WAY, STE # 200  
MADISON, WI 53717

## PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin  
Department of Workforce Development  
Pursuant to s. 66.0903, Stats.  
Issued On: 1/25/2008

**DETERMINATION NUMBER:** 200800155

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

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**DESCRIPTION OF PROJECT:** 2008 RESTORATION CAPITOL SQUARE SOUTH PARKING RAMP  
PROJECT NO: 108031

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

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**CONTRACTING AGENCY:** DANE COUNTY DEPT PUBLIC WORKS

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

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

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

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

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

### BUILDING OR HEAVY CONSTRUCTION

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

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

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

<b>Fringe Benefits Must Be Paid On <u>All Hours Worked</u></b>			
<b><u>TRADE OR OCCUPATION</u></b>	<b><u>HOURLY BASIC RATE OF PAY</u></b>	<b><u>HOURLY FRINGE BENEFITS</u></b>	<b><u>TOTAL</u></b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Electrician	30.00	16.05	46.05
Elevator Constructor	40.94	18.34	59.28
Fence Erector	21.50	3.00	24.50
Fire Sprinkler Fitter	35.69	13.35	49.04
Glazier	33.68	6.47	40.15
Heat or Frost Insulator	30.63	16.60	47.23
Insulator (Batt or Blown)	21.97	10.65	32.62
Ironworker	29.30	14.71	44.01
Lather	25.51	12.11	37.62
Line Constructor (Electrical)	31.99	13.94	45.93
Marble Finisher	24.60	13.00	37.60
Marble Mason	30.75	13.00	43.75
Metal Building Erector	19.23	1.61	20.84
Millwright	27.11	12.07	39.18
Overhead Door Installer	24.60	11.99	36.59
Painter	24.00	11.60	35.60
Future Increase(s): Add \$1.55 on 6/1/08; Add \$1.60 on 6/1/09			
Premium Pay: Add \$.25/hr. sandblasting; Add \$.40/hr. paperhanging; Add \$1.00/hr. spray/structural steel.			
Pavement Marking Operator	23.46	9.45	32.91
Piledriver	26.61	12.86	39.47
Pipeline Fuser or Welder (Gas or Utility)	27.11	12.19	39.30
Plasterer	25.28	12.95	38.23
Plumber	32.15	11.19	43.34
Refrigeration Mechanic	33.11	14.84	47.95
Future Increase(s): Add \$2.60 6/2/2008; Add \$2.85 6/1/2009			
Roofer or Waterproofer	26.70	3.62	30.32
Sheet Metal Worker	30.96	16.34	47.30
Future Increase(s): Add \$2.50 6/1/2008			
Steamfitter	35.25	12.11	47.36
Future Increase(s): Add \$2.60 6/02/2008; Add \$2.85 6/01/2009			
Teledata Technician or Installer	20.69	10.23	30.92
Future Increase(s): Add \$.85 on 6/1/08; Add \$.90 on 6/1/09			
Temperature Control Installer	34.10	10.89	44.99
Terrazzo Finisher	26.62	10.63	37.25
Terrazzo Mechanic	26.62	10.63	37.25
Tile Finisher	14.00	1.35	15.35
Tile Setter	26.62	10.63	37.25
Tuckpointer, Caulker or Cleaner	20.98	6.02	27.00
Underwater Diver (Except on Great Lakes)	32.15	11.19	43.34
Well Driller or Pump Installer	22.52	7.14	29.66
Siding Installer	28.56	15.24	43.80
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	24.06	15.52	39.58
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.12	15.40	43.52
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	16.00	8.00	24.00

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

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

**TRUCK DRIVERS**

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

**LABORERS**

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

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

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

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

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

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

**LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION**

**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).**

Bricklayer, Blocklayer or Stonemason	30.23	6.44	36.67
Carpenter	26.11	12.86	38.97
Cement Finisher	25.87	12.28	38.15
Electrician	28.97	19.18	48.15
Fence Erector	21.50	3.00	24.50

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

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Ironworker	28.96	18.14	47.10
Future Increase(s): Add \$2.00 6/2/2008; Add \$2.00 6/1/2009; Add \$ 2.00 6/7/2010; Add \$2.00 6/6/2011.			
Line Constructor (Electrical)	31.99	13.94	45.93
Painter	19.00	9.91	28.91
Pavement Marking Operator	23.46	9.45	32.91
Piledriver	26.76	11.36	38.12
Roofer or Waterproofer	26.70	3.62	30.32
Teledata Technician or Installer	20.30	10.01	30.31
Tuckpointer, Caulker or Cleaner	20.98	6.02	27.00
Underwater Diver (Except on Great Lakes)	32.15	11.19	43.34
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	27.86	0.00	27.86
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	25.33	12.35	37.68
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	22.16	11.18	33.34
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	20.58	10.71	31.29
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21

**TRUCK DRIVERS**

Single Axle or Two Axle	15.48	6.59	22.07
Three or More Axle	17.10	8.96	26.06
Articulated, Euclid, Dumptor, Off Road Material Hauler	28.59	16.00	44.59
Future Increase(s):			
Pavement Marking Vehicle	19.26	10.94	30.20
Shadow or Pilot Vehicle	15.48	6.59	22.07
Truck Mechanic	12.50	0.00	12.50

**LABORERS**

General Laborer	22.53	10.10	32.63
Landscaper	14.50	5.53	20.03
Flagperson or Traffic Control Person	15.89	12.12	28.01
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	14.25	1.20	15.45
Railroad Track Laborer	17.50	7.00	24.50

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

Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Feet or Over Premium Pay: Add \$.50/hr for cranes with lifting capacity over 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton.	30.62	16.00	46.62
Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 175 Feet or Under; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig;	29.47	15.95	45.42

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

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Pile Driver; Dredge (Not Performing Work on the Great Lakes) Future Increase(s): Add \$1.65 on 6/1/08			
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self Propelled or Tractor Drawn) 5 cu yards or more capacity; Concrete Pump, Grout Pump or Concrete Conveyor (Rotec or Bidwell Type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Spreader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer; Curb and Gutter Machine; Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Trencher; Post Hole Digger or Driver; Tug or Launch (Not Performing Work on the Great Lakes) Future Increase(s): Add \$1.65 on 6/1/08	28.97	15.95	44.92
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Environmental Burner	27.71	15.35	43.06
Oiler; Crusher, Screening or Wash Plant; Air Compressor; Generator; Pump (3 Inch or Over) or Well Points; Forklift; Skid Steer Loader (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor Future Increase(s): Add \$1.65 on 6/1/08	28.71	15.95	44.66
Fiber Optic Cable Equipment	18.50	1.45	19.95

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

Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Feet or Over	29.62	15.40	45.02
Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 175 Feet or Under; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Pile Driver; Dredge (Not Performing Work on the Great Lakes) Future Increase(s): Add \$2.05/hr on 6/1/2008 Premium Pay: Crane Operators with CCO certification add \$.35/hr. Add addn'l \$.15/hr 6/1/2007. Cranes with boom legnth over 200ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater.	32.51	16.45	48.96
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self propelled or Tractor Drawn) 5 cu yards or more capacity; Concrete Breaker (Manual or Remote); Power Subgrader; Concrete Grinder or Planing Machine; Concrete Slipform Placer; Curb and Gutter Machine; Asphalt Plant; Asphalt Paver; Asphalt Screed; Asphalt Milling Machine; Roller (Over 5 Ton); Shouldering Machine; Trencher; Post Hole Digger or Driver Future Increase(s):	28.59	16.00	44.59
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Roller (5 Ton or Under); Broom or Sweeper; Environmental Burner	28.42	15.60	44.02



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

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
----- Future Increase(s): Add \$1.65 on 6/1/2008; Add \$1.50 on 6/1/2009. -----			
Oiler; Crusher, Screening or Wash Plant; Air Compressor; Generator; Pump (3 Inch or Over) or Well Points; Forklift; Skid Steer Loader (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	25.52	16.38	41.90
Fiber Optic Cable Equipment	25.33	12.35	37.68

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place **on the site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and most subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-0028.

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

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

Any contractor, subcontractor or agent thereof, who fails to pay the prevailing wage rate determined by the department under sub.(3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor determined under sub.(3), shall be liable to any affected employe in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional equal amount as liquidated damages. An action to recover the liability may be maintained in any court of competent jurisdiction by any employe for and in behalf of that employe and other employes similarly situated. No employe may be a party plaintiff to any such action unless the employe consents in writing to become such a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

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

February 1, 2007

This list has been prepared in accordance with the provisions of s. 66.0903(12) 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. No state agency or local governmental unit 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 Mike Dixon, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-0028. 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>
Bay Asphalt, Inc.	1792 Scray Hill Road De Pere, WI 54115	1/1/03	12/31/05	1, 2 and 4	1997- 1999	None
Bechitsao, Joel	See Tri-State Traffic Services, Inc.					
B.P. Phillips Construction, Inc.	1570 Fire Lane Drive Green Bay, WI 54311	9/19/01	9/18/04	1, 2 and 4	4/7/97 to 3/7/98	None
Custom Heating & Air LLC	283 Tony Lane, Green Bay, WI 54304	12/1/06	11/30/09	1, 2 and 4	2003 to 2004	None
D. C. Nevels Trucking, Inc. or D. C. Nevels Trucking	3246 North Sherman Blvd., Milwaukee, WI 53216	6/1/05	5/31/08	1, 2 and 4	2000- 2002	None
Gibraltar Construction LLC	N60 W15080 Bobolink Ave., Menomonee Falls, WI 53051	12/1/06	4/30/07	1	2005	None
HGI Painting	P. O. Box 3481, Janesville, WI 53545	11/1/04	10/31/07	1, 2 and 4	2001, 2002 and 2003	None
Haim, James	See Haim Painting, Inc.					

<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>
Haim Painting, Inc.	N15 W22120 Jerico Drive, #8 Waukesha, WI 53186	4/1/01	3/31/04	1, 2 and 4	7/6/97 to 10/30/98	None
Hedding, Matt	C/O HGI Painting, P. O. Box 3481, Janesville, WI 53545	11/1/04	10/31/07	1, 2 and 4	2001, 2002 and 2003	None
Jacobi, Sandi	See Wisconsin Detention Systems, Inc.					
Jacobi Sr., Michael A.	See Wisconsin Detention Systems, Inc.					
Joseph Stoller Company	N8426 Hwy 42	2/1/2007	1/31/2010	1, 2	2004 and 2005	None
J. R. Electric	2391 233 <sup>rd</sup> St., P. O. Box 491, Cushing, WI 54006	1/1/03	12/31/05	1 and 2	1999	None
J. R. Electric, Inc.	2391 233 <sup>rd</sup> St., P. O. Box 491, Cushing, WI 54006	1/1/03	12/31/05	1 and 2	1999	None
Keiver, David	See Custom Heating & Air LLC	12/1/06	11/30/09	1, 2 and 4	2003 and 2004	None
Kietschka, Richard	See J. R. Electric and J. R. Electric, Inc.					
Kietschka, Tristan	See J. R. Electric, Inc.					
Kruczek Construction, Inc.	3636 Kewaunee Road, Green Bay, WI 54311	6/1/05	11/30/05	1 and 2	1998 and 1999	None
Kruczek, John	See Kruczek Construction, Inc.					
LaCosse, Todd	See Midwest Contractors, Inc.					

Issue No. 50

<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>
Maria, Steve	See Gibraltar Construction LLC					
Mellendez, Odilion	See Amigo Painting					
Midwest Contractors, Inc.	2100 Depot St., Holt, MI 48842	6/21/02	6/20/05	1	6/11/99 to 12/31/99	None
Nevels, Betty	See D. C. Nevels Truckng, Inc.					
Nevels, Donald	See D. C. Nevels Trucking, Inc.					
Phillips, Bruce P.	See B.P. Phillips Construction					
Rick's Painting & Drywall	P. O. Box 2316, Eagle River, WI 54521	3/1/03	2/28/06	1	5/8/00 to 4/30/01	None
Scandia Heating and Air Conditioning, Inc.	P. O. Box 7 Scandia, MN. 55703	5/1/2003	4/30/2004	1 and 2	2001	None
Stoller Enterprises LLC	N8426 Hwy 42, Algoma, WI 54201-9552	2/1/2007	1/31/2010	1 and 2	2005 to 2006	None
Stoller, Joseph	See Joseph Stoller Company					
Stoller, Patrick J.	See Stoller Enterprises LLC					
Strobel Construction, Inc..	P. O. Box 2316, Eagle River, WI 54521	3/1/03	2/28/06	1	5/8/00 to 4/30/01	None
Strobel, Diane	See Strobel Construction, Inc.					
Strobel, Rick	See Strobel Construction, Inc.					
Tri-State Traffic Services, Inc.	12555 West Burleigh Road #3, Brookfield, WI 53005	12/1/06	11/30/07	1, 2 and 4	2003- 2004	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>
Wanta, Daniel	See Bay Asphalt, Inc.					
Wisconsin Detention Systems, Inc	W204 N16635 Jackson Drive Jackson, Wisconsin 53037	1/1/03	12/31/05	1	9/2000 to 3/2001	None
West, James F.	See Scandia Heating and Air Conditioning, Inc.					
Zinke, Stacy	See Talex Contractors, Inc.					

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

# Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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

**List of Agents and Subcontractors**

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

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

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

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

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

State Of )   County Of )	Project Name		
	Project Number	Determination Number	
)SS	Date Determination Issued	Date of Subcontract	
Awarding Contractor			
Date Work Completed			

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

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

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



**List of Agents and Subcontractors**

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

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

## Disclosure of Ownership

**Notice required under Section 15.04(1)(m), Wisconsin Statutes.** The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.

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

### Other Construction Business

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

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

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address or P O Box

City

State

Zip Code

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

# Request To Employ Subjourneyperson

Personal information you provide may be used for secondary purposes. [See Section 15.04(1)(m), Wisconsin Statutes for details.] The use of this form is mandatory. The authority for the use of this form is prescribed in Section DWD 290.025, Wisconsin Administrative Code. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

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

**1. Name of Public Works Project**

	<b>City, Village or Township</b>
	<b>Project Number</b>

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

**3. Name of Employer (Print)**

	<b>Name of Person Making Request (Print)</b>	
	<b>City</b>	<b>State</b>
	<b>Zip Code</b>	
	<b>Title of Requestor</b>	

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

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

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

## SECTION 01015

### SUMMARY OF WORK

#### PART 1 GENERAL

##### 1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. This work covers restoration of the Capitol Square South Parking Ramp in Madison, Wisconsin. Work primarily consists of concrete restoration of underside slab delaminations at south bay of third floor and topside and underside slab delaminations at center bay of seventh floor.
- B. Work also includes concrete column repair and topside slab crack and joint repair at various locations.
- C. Work to be done on the parking structure is shown on the plans and details (bound within) and described in these specifications.
- D. The Capitol Square South Parking Ramp, formally known as the Dane County Parking Ramp, is owned and operated by Dane County, Wisconsin. The structure was originally constructed with a basement and four levels in 1957 and had two levels added in 1963. In plan, the three-bay wide structure is approximately 263 feet by 188 feet. The supported floor system consists of conventionally reinforced concrete two-way flat slabs supported by wide, flat-shaped conventionally reinforced concrete beams supported by interior and exterior conventionally reinforced concrete columns. There are a total of seven parking levels including the slab-on-grade level. Total parking capacity is approximately 1000 cars.

##### 1.2 WORK NOT COVERED BY THIS CONTRACT

- A. Concrete restoration on other areas of the parking ramp not shown on the plans will not be included in this project.

##### 1.3 WORK SEQUENCE

- A. The successful Contractor must agree to commence work on a date to be specified in a written Notice to Proceed and to fully complete all work within 120 consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the Notice to Proceed is issued. Completion shall include all construction as outlined in the plans and specifications as well as removal of all materials, debris, barricades, and other construction related items from the site.
- B. Final project closeout shall be completed within 45 days of the construction completion date for all work addressed above. Final project closeout shall include, but not be limited to, submittal of warranties, lien waivers, wage rate compliance affidavits, documents of completed work, and proper pay applications
- C. Restoration will be completed in phases to allow for the continued operation of the parking garage during the restoration. Phasing shall consist of concrete removal from

the centerline of the drive lane to the parapet along the slab edge allowing traffic flow on the other half of the bay. Phasing may also consist of concrete removal along the drive lane while allowing traffic flow on either side along the parking lanes. The Contractor shall produce phasing plans which will be submitted at the pre-construction meeting.

- D. The Contractor shall complete concrete restoration on the underside of the Third Floor before proceeding to the Seventh Floor.
- E. Contractor at Contractor's expense is responsible for removing and reinstalling or protecting in place electrical conduits, light fixtures, water pipes, and anything else that may be in the way of the work.
- F. Continuity testing shall be performed by a Cathodic Protection Contractor (retained by the Contractor) at the underside of the slab prior to placing concrete patch material. The Contractor shall work closely and coordinate underside repairs with the Cathodic Protection Contractor.
- G. The Contractor shall be allowed approximately 100 parking stalls out of service for their work area from Monday through Friday and 200 stalls on Saturday and Sunday. This shall consist of the top of slab area directly below the area being restored for the bottom of slab restoration, the adjacent area closed for traffic flow and the parking and drive lane areas directly above the restoration. Similarly, for top of slab removal, the area being restored and the slab area adjacent to the restoration for a drive lane shall be included in the Contractor's area as well as the floor area directly below the restoration.
- H. The Contractor will be asked to reduce the number and type of parking spaces out of service for Special Events dates. The Owner will provide the Contractor with a schedule of dates. These dates will include but not be limited to Farmer's Market and Art Fair on the Square.
- I. Dust protection, required along full length of work area, shall be in place prior to concrete removal.
- J. Steel plates shall be used to cover top of slab removal areas in locations of public access during evening and weekend hours when flag persons are not present.
- K. The Contractor shall maintain access to undisturbed parking areas throughout the concrete restoration.
- L. The Contractor shall provide appropriate signage warning the public of the construction area and directing them to exits.
- M. The Owner will occupy all but the work areas during construction. Coordinate with Engineer in scheduling work.

#### 1.4 CONTRACTOR USE OF PREMISES

- A. Confine operations at the site to areas permitted by law, ordinance, permit, and contract documents.

- B. Do not unreasonably encumber site with materials and equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on the premises. Construction equipment, shoring, tools, etc. shall not be stored in areas of the Owner's continued use.
- E. Move any stored products which interfere with operations of Owner or other Contractor.
- F. There is no storage for materials outside of Contractor's work area.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01090

### DEFINITIONS

#### PART 1 GENERAL

##### 1.1 DEFINITIONS

- A. **CONTRACT DOCUMENTS** - The contract documents for this project include but are not limited to:
  - 1. These specifications entitled specifications for the “2008 Restoration, Capitol Square South Parking Ramp.”
  - 2. Architectural and Structural Drawings prepared by Mead & Hunt, Inc. on the original construction dated February 1957 and additional construction dated June 1963.
- B. **UNSOUND CONCRETE** - Concrete which contains internal and/or surface cracking or loss of density and which, in the judgment of the Engineer, is detrimental to the strength and serviceability of the structure. Unsound concrete is also associated with concrete surface spalling and crumbling, infiltration of moisture and salts, corrosion of reinforcement, rust staining, increased porosity and reduced strength.
- C. **DELAMINATION** - Planar cracking of concrete usually initiated by bursting stresses due to expansion of corrosion by-products of embedded reinforcing.
- D. **SOUND CONCRETE** - Firm, dense, homogeneous concrete which contains in the judgment of the Engineer no significant detriments to its strength or serviceability.
- E. **REMOVAL** - Removal of unsound and sound concrete, epoxy patches and asphalt using chipping hammers or other means.
- F. **SCARIFYING** - The process of making numerous cuts into a concrete surface, which results in fracturing the cement paste and aggregate, exposing a new roughened surface free of contaminants.
- G. **SLAB** - Flat, horizontal or ramped layers of reinforced concrete which spans and is supported by columns, beams or walls.
- H. **SUPPORT BARS** - Reinforce bars used to support the main reinforcing bars and not shown on the original drawings as main reinforcing bars themselves.
- I. **DRAWINGS** - Graphical description of the work to be performed, designated.
- J. **SPECIFICATIONS** - Written description of the work to be performed, designated.
- K. **ORIGINAL DRAWINGS** - Graphical description of the existing structure as designed. See above.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION



SECTION 01151

UNIT PRICES

PART 1 GENERAL

1.1 PAYMENT

- A. Work is to be paid for on a Unit Price basis and bid on estimated quantities. The work items and basis of payment are listed in abbreviated form below. These work items are to be installed and completed per specifications and as shown on the drawings.

<u>Item</u>	<u>Type of Work</u>	<u>Unit Price</u>
1	<u>Removal of unsound top of slab concrete under 1 layer of reinforcing steel</u> including removal of concrete to an estimated depth of 2 ½” from top of slab and sandblasting of the newly exposed concrete surface and reinforcing steel. Refer to Specification Section 02075. Payment based on area removed at top surface of slab.	\$/Sq. Ft.
2	<u>Removal of unsound top of slab concrete under 2 layers of reinforcing steel</u> including removal of concrete to an estimated depth of 3 ½” from top of slab and sandblasting of the newly exposed concrete surface and reinforcing steel. Refer to Specification Section 02075. Payment based on area removed at top surface of slab.	\$/Sq. Ft.
3	<u>Ready-mix structural concrete fill of chipped out voids at top slab removal (work items 1 and 2)</u> , (pre-packaged concrete at Contractor’s option), fill flush with existing adjacent surface. Refer to Specification Sections 03340 and 03730. Payment based on area of concrete placement at the top surface of slab.	\$/Sq. Ft.
4	<u>Removal and replacement of unsound slab concrete full depth</u> includes removal of concrete, sandblasting of the newly exposed concrete surface and reinforcing steel, and placing “ready-mix” concrete fill (pre-packaged concrete at Contractor’s option). Fill flush with existing adjacent surface. Refer to Specification Sections 02075, 03340, and 03730. Payment based on area removed at top surface of slab.	\$/Sq. Ft.
5	<u>Seal slab cracks and joints</u> including routing and sealing of cracks and joints and removal and replacement of sealant from cracks and joints as detailed and per Specification Section 07900. Payment based length of sealant installed	\$/Lin. Ft.

- |    |   |            |
|----|---|------------|
| 6  | <u>Supplemental and replacement reinforcing steel</u> including fabrication, supply, detailing, storing and placing supplemental and replacement reinforcing steel. Refer to Specification Section 03200. Payment based on nominal weights per installed length and bar size.   | \$/LB      |
| 7  | <u>Concrete repair of columns, parapets, and other vertical surfaces</u> including removal of concrete to an estimated depth of 4", sandblasting of the newly exposed concrete surface and reinforcing steel, and placing concrete fill. Refer to Specification Sections 02075 and 03730. Payment based on exposed surface area of patch.                                   | \$/Sq. Ft. |
| 8  | <u>Shallow removal and replacement of unsound bottom of slab concrete</u> including removal of concrete to an estimated depth of 3 1/2" from bottom of slab, sandblasting of the newly exposed concrete surface and reinforcing steel, and placing concrete fill. Refer to Specification Sections 02075 and 03730. Payment based on area removed at bottom surface of slab. | \$/Sq. Ft. |
| 9  | <u>Deeper removal and replacement of unsound bottom of slab concrete</u> including removal of concrete to an estimated depth of 4 1/2" from bottom of slab, sandblasting of the newly exposed concrete surface and reinforcing steel, and placing concrete fill. Refer to Specification Sections 02075 and 03730. Payment based on area removed at bottom surface of slab.  | \$/Sq. Ft. |
| 10 | <u>Removal and replacement of unsound bottom of beam concrete</u> including removal of concrete to an estimated depth of 4", sandblasting of the newly exposed concrete surface and reinforcing steel, and placing concrete fill. Refer to Specification Sections 02075 and 03730. Payment based on exposed surface area of patch.  | \$/Sq. Ft. |
| 11 | Knockdown of unsound concrete to an estimated depth of 1 1/2". Refer to Specification Section 02075. Payment based on area removed at bottom surface of slab.   | \$/Sq. Ft. |
| 12 | <u>Install added slab dowels</u> as detailed. Cost for steel is included in Bid Item 6. Payment based on number of dowels installed.  | \$/Loc.    |

## 1.2 MEASUREMENT OF QUANTITIES

- A. Work to be performed on a unit price basis shall be measured according to the quantities described above. Payment will be made for work actually performed, based on quantities recorded by the Contractor and approved by the Engineer. Unless stated otherwise, records described below shall consist of both plan view drawings and tables cross-referenced to the drawings with the required measured quantities. Unless otherwise stated, the Engineer will verify the accuracy of the record by visual examination of the work performed and measuring the quantities with a measuring wheel.
- B. The Contractor shall notify the Owner and the Engineer at once in writing of any unit price work that deviates materially from the prescribed basis for bidding and for which an adjustment in Unit Price is desired. The Contractor shall measure

and quantify all such deviations, subject to the Engineer's verification, prior to any repair work which might make verification impossible. No adjustments in Unit Prices will be considered unless supporting field measurements are provided, and subject to the Owner's prior approval. Adjustments will only be considered if all repairs of a given type have been measured and all deviations, both plus and minus have been included in the determination of the average deviation from the Unit Price basis.

C. Removal of slab concrete.

1. The Contractor shall maintain a record of the location and quantity of concrete removed, identified by unit price item. This record shall be submitted to the Engineer on a weekly basis. The quantities shall be reported in the form of  $\frac{1}{4}'' = 1'-0''$  scale maps along with tables cross-referenced to the drawings. Underside removal shall be treated in a similar manner to topside removal.

D. Placing replacement and supplemental reinforcing.

1. The Contractor shall maintain a record of the location and quantity of reinforcement placed. This record shall show the quantity and size placed. Replacement and supplemental reinforcement records shall be associated with the concrete removal maps. This record shall be submitted to the Engineer on a weekly basis.

E. Rout and seal random cracks and reseal selected existing cracks.

1. The Contractor shall maintain a record of the location and quantity of cracks sealed. Drawings in the form of  $\frac{1}{8}'' = 1'-0''$  scale maps along with tables cross-referenced to the drawings shall show length of crack sealed and related work item.

END OF SECTION

SECTION 01210  
PROJECT MEETINGS

PART 1 GENERAL

1.1 PRE-BID MEETING

- A. Refer to Instructions to Bidders.

1.2 PRE-CONSTRUCTION MEETING

- A. Soon after award of Contract and prior to the start of construction, each Prime Contractor shall attend a pre-construction conference with representatives of the Owner and Engineer.
- B. The Contractor shall have at the meeting responsible representatives from subcontractors who are to perform the following work:
  - 1. Concrete repair
  - 2. Sealant installation
- C. The Contractor shall submit the following information at the Pre-Construction Meeting:
  - 1. Construction Schedule
- D. The Construction Schedule submitted by the Contractor shall describe in detail when each portion of the work is to be accomplished and subcontractors shall participate in the discussion. The Engineer will serve to interpret the Contract Documents should such questions arise. A representative of the Owner may also be present to discuss their partial occupancy and use of the garage during construction.
- E. Any other questions that the Contractor or their subcontractors have about the work or its scheduling shall be raised at this meeting.
- F. Requirements for contract administration and construction operations will be defined for participants.
- G. Time, date and place of the meeting will be determined by the Engineer.

1.3 PROGRESS MEETINGS

- A. Biweekly project meetings will be held at the project site by the Engineer's representative and Owner's representative for the purpose of coordinating and expediting the Work progress.
- B. Attendance at project meetings by all Prime Contractors, subcontractors, or their authorized representative, is mandatory.

- C. Contractors shall give verbal reports of progress on the project, discuss the work schedule for the coming period and present all conflicts, discrepancies or other difficulties for resolution.
- D. Time of the meeting will be determined at the pre-construction meeting.

1.4 JOB SITE ADMINISTRATION

- A. The Contractor shall have a project superintendent at the site a minimum of 4 hours per day during the progress of the work.
- B. The Engineer will have a representative at the site an average of 8 hours per week during the progress of the work.
- C. The Engineer's inspections and project coordination shall take place between normal working hours of 7 a.m. to 5 p.m. The Contractor will take all necessary steps to allow the Engineer to carry out his duties without interference by noise, dust, or other construction activities.

END OF SECTION

## SECTION 01508

### RECYCLING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Waste Management Goals
  - 2. Waste Management Plan
  - 3. Reuse
  - 4. Recycling
  - 5. Materials Sorting and Storage On Site
  - 6. Lists of Recycling Facilities Processors and Haulers
  - 7. Waste Management Plan Form
  
- B. Related Sections:
  - 1. Section 01015 – Summary of Work
  - 2. Section 01510 - Temporary Facilities and Controls
  - 3. Section 02075 – Removal of Existing Concrete and Surface Preparation

##### 1.2 WASTE MANAGEMENT GOALS

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

##### 1.3 WASTE MANAGEMENT PLAN

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

g. Destinations.

1.4 REUSE

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

1.5 RECYCLING

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

1.6 MATERIALS SORTING AND STORAGE ON SITE

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

1.7 LISTS OF RECYCLING FACILITIES PROCESSORS AND HAULERS

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

1.8 WASTE MANAGEMENT PLAN FORM

A. Contractor Information:

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

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

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

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



Solvents	_____ gallons	Self-Haul or Hauler Hauler Name:_____	Name:_____
Other	_____	Self-Haul or Hauler Hauler Name:_____	Name:_____
Other	_____	Self-Haul or Hauler Hauler Name:_____	Name:_____
Other	_____	Self-Haul or Hauler Hauler Name:_____	Name:_____

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01510

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 GENERAL

##### 1.1 TEMPORARY FACILITIES

###### A. TEMPORARY UTILITIES

1. The Contractor shall arrange for, obtain and pay for all temporary utilities necessary to complete the work except as stated otherwise in these specifications.

###### B. WATER

1. The Owner, during non-freezing conditions, will provide needed water for the Contractor's use. This shall consist of the existing water supply in the ramp. Water requirements beyond what is supplied in the ramp shall be contracted between the Contractor and the City and be paid for by the Contractor. Water shall be used prudently. Connections are the responsibility of the Contractor.

###### C. ELECTRICAL AND LIGHTING

1. The Contractor shall provide all temporary electric power and connections necessary for the Contractor's work. The Contractor can use the existing 110/220 volt service in the ramp. The Owner shall provide the existing lighting. Supplementary lighting, if necessary, shall be provided by the Contractor.
2. Prior to start of work, the Contractor shall survey the existing electrical lighting and conduits. Conduits that are broken shall be brought to the attention of the Engineer. The Contractor at the Contractor's expense shall remove and/or protect in place the lighting fixtures and conduits for lighting and cathodic protection. The Contractor shall coordinate with a Cathodic Protection Contractor (retained by the Contractor) prior to removal of conduits for the cathodic protection system. Conduits and lighting damaged by the Contractor shall be replaced by the Contractor at the Contractor's expense.

###### D. DRAINS, SUMPS AND SEWERS

1. The Contractor shall not permit debris, or other deleterious contaminants to be washed down drains within the garage and be discharged into the City sewer system.
2. The Contractor shall meet the DNR waste water regulations of 40 milligrams of solids per liter measured at the discharge from the sump pit. The Contractor shall provide filters, settling tanks, or other methods necessary to meet these requirements.
3. Prior to the start of work, the Contractor in the presence of the Engineer and Owner shall inspect the condition of the drains, sump and sump pump in areas affected by the Contractor's work to determine that they are clean and in proper working order. During and at the completion of the project, the drains, sump and sump pump shall be in similar condition and working order as observed in the initial inspection.

E. TELEPHONE

1. The Contractor shall provide temporary telephone service. This service shall consist of at least a cellular phone for the Contractor's purpose.

F. TOILETS

1. The Contractor may use the toilet facilities located on the basement level of the ramp. If it is found that the toilet facilities are not being maintained and are being abused by the Contractor, the use of the ramp facilities by the Contractor will end. As an option, the Contractor may provide and maintain suitable, weather tight, painted sanitary toilet facilities for all workers during construction period. When toilet facilities are no longer required, promptly remove from site, disinfect, and clean or treat the area as required.
2. General Contractor shall keep all toilet facilities clean and supplied with toilet tissue at all times. Maintain facilities in accordance with requirements of applicable building codes.

G. PROJECT SIGN

1. No individual advertising signs, plaques or credits, temporary or permanent, will be permitted on the building or premises, except the name of each contractor on their office or material shed.

H. EXPLOSIVES

1. Use of explosives, for any purpose, is prohibited.

I. FIRST AID

1. The Contractor shall provide temporary first-aid facilities on the site.

J. FIRE PROTECTION

1. The Contractor shall provide temporary fire protection as required by federal, state, and local laws and ordinances.

1.2 CONTROLS

A. TRAFFIC/DUST/DEBRIS CONTROL

1. The Contractor shall provide personnel, signs, barricades, lights and warning devices to control the orderly flow of traffic, both inside and outside of the garage where needed, and prevent pedestrians and cars from entering areas of the Contractor's operations. The traffic devices shall meet the requirements of the U.S. Department of Transportation Manual on Uniform Traffic Control Devices.
2. Traffic control signs may be necessary several bays removed from the actual work area to maintain an orderly flow of traffic. The Owner shall make the final determination as to the required limit of traffic control.
3. The Contractor shall move these signs, barricades, lights and warning devices as necessary as the location of the work within the garage changes and previously worked-in areas are occupied by the Owner.
4. The Contractor shall provide temporary barriers around areas of overhead removal to prevent damage or injury from flying debris associated with this work. Barriers shall consist of plywood screen walls or reinforced polyethylene extending floor to the underside of the floor above and supported by steel post shores or Ellis post shores.

5. Where possible, hoses, conduits, electrical cords, etc. shall be located overhead. Whenever such items are located in traffic paths, plywood coverings with adequate signs shall be provided.
6. Contractor shall provide and maintain necessary safe passage through the areas being restored to prevent bodily injury to the public and to maintain normal public usage during course of construction. Engineer's approval required for all proposed temporary exitways or walkways.
7. The Contractor shall erect temporary enclosures of polyethylene or other suitable materials around the area of work, including areas adjacent to stairwells, driving lanes, parapets, walkways, etc. Dust filters shall be erected to limit dust being carried from the site.
8. The Contractor shall use crack router with vacuum attachment to eliminate dust from this process. Water or similar measures shall be used when sawing. The Contractor shall provide adequate protection to prevent damage to vehicles from flying debris. The Contractor shall provide dust protection around the exhaust fans in lower level.
9. The Contractor shall protect ramp parking meters against all damage. This shall include but is not limited to impact and infiltration of dust. Damaged meters will be replaced by the Owner at the Contractor's expense. Meter posts that are mounted to the underside of the slab and need to be removed due to slab repairs at the post locations, will be removed by the Contractor and reinstalled by the Owner.
10. All plastic sheeting shall be new or like new with no holes or rips that will allow the escape of dust. Plastic sheeting shall be replaced when it becomes torn.
11. All plastic sheeting shall conform to NFPA 701.
12. Plywood or other suitable material must be placed below compressors to protect the substrate from grease, oil, and other debris.
13. All Contractors shall comply with applicable OSHA regulations.

**B. PARKING**

1. Parking of vehicles and equipment required for construction purposes shall be in the Contractor's designated work areas. Any vehicle in the parking ramp other than those of the Contractor which are required for this project will be charged for parking.
2. All Contractors and their employees shall cooperate with the General Contractor and others in the parking of vehicles to avoid interference with normal construction activities.
3. Do not obstruct existing service drives and parking lots with equipment, materials and/or vehicles. Keep accessible for Owner's use at all times.

**C. SECURITY**

1. The Contractor shall provide for the security of materials and equipment stored at the site. Material and equipment shall not be stored in areas which the Owner continues to use. The Contractor may store equipment and materials in areas in which the Contractor is working; otherwise, they shall be removed from the site. Special care shall be taken to secure all materials, new and removed, and equipment prior to the weekend due to the location of this structure with regards to weekend activities.

### 1.3 SPECIAL CONTROLS

#### A. NOISE CONTROL

1. The Contractor shall confine hours of operations to those required by State, County and City laws and ordinances. Work shall be limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday. Noise levels shall be held to a minimum considering the nature of the work.

#### B. WATER CONTROL

1. The Contractor shall not permit water to run uncontrolled off of the work or be carried airborne off the site or onto vehicles and persons occupying part of the site. To prevent this, suitable enclosures shall be provided.
2. The Contractor shall meet the DNR waste water regulations for construction site runoff requirements.

#### C. SPECIAL RESPONSIBILITIES

1. The Contractor shall be responsible for damages to vehicles in or near the garage, resulting from the Contractor's operations. The Contractor shall be responsible for maintaining any means of egress required by governing codes, for the continued use of the parking facility. Enclosures which limit the means of egress from the structure shall have provisions for emergency egress through the partitions.

#### D. POLLUTION CONTROL

1. All internal combustion engines used in the Contractor's work and operating in a fixed location while running shall have their exhaust piped to the outside of the building and directed away from this building or any adjacent structures so as to prevent accumulation of fumes or carbon stains on the surfaces of the structure.

### PART 2 PRODUCTS

Not Used.

### PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01750

### CLEANING AND PROJECT CLOSEOUT

#### PART 1 GENERAL

##### 1.1 CLEANING

- A. Each Contractor shall keep premises free of accumulation of surplus materials and rubbish resulting from their operations.
  - 1. Do not throw rubbish from windows or roof.
  - 2. Remove all rubbish from premises.
  - 3. No burning or rubbish on premises allowed.
  - 4. Do not use County-owned dump containers.
- B. Accomplish rubbish removal daily and additionally as required by the Engineer. Keep interior of building free at all times of unattended combustible rubbish.
- C. Drive lanes, adjacent to work area, shall be cleaned daily to eliminate airborne dust.
- D. Remove all tools, equipment, scaffolding and temporary facilities immediately when no longer required for execution of the work.
- E. The General Contractor shall "broom-clean" all floors within and adjacent to work areas as construction progresses to eliminate dirt and trash accumulation and maintain proper project cleanliness. Stair towers and areas of pedestrian traffic flow shall be "broom-clean" daily. Unless work area is secured against entry by pedestrians, all rubble shall be removed from ramp surface and all open holes shall be covered prior to the weekend.

##### 1.2 SAFETY REQUIREMENTS

- A. Store volatile wastes in covered metal containers and remove from premises daily.
- B. Prevent accumulation of wastes which create hazardous conditions.
- C. Provide adequate ventilation during use of volatile or noxious substances.
- D. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
- E. Do not burn or bury rubbish and waste materials on the project site.
- F. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm and sanitary drains.
- G. Do not dispose of wastes into streams and waterways.

##### 1.3 SUBMITTALS

- A. Submit plan for disposal of waste to authorized representative of Owner.

## PART 2 PRODUCTS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

## PART 3 EXECUTION

### 3.1 CLEANING DURING CONSTRUCTION

- A. Execute cleaning to ensure that building, grounds and public properties are maintained free from accumulation of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. At daily intervals during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish. Prior to any removal, the Contractor shall submit his plan for confining, collecting, and disposal of waste material as a result of his removal operations.
- D. Provide on-site dump container for collection of waste materials, debris and rubbish. Location of dump container is to be coordinated with Engineer's representative and Owner.
- E. Remove waste materials in a controlled manner with as few handlings as possible. Do not drop or throw materials from heights.
- F. Schedule cleaning operations so that dust and other contaminants resulting from the cleaning process will not fall on wet, newly painted surfaces or adjacent parked cars.

### 3.2 FINAL CLEANING

- A. Immediately prior to final inspection the General Contractor shall:
  - 1. Clean all surfaces to condition acceptable for immediate occupancy by the Owner. Remove all foreign matter from all finished items.
- B. The General Contractor shall leave all work clean in all respects, ready for use and occupancy by the Owner without additional work.
- C. Employ experienced workmen, or professional cleaners, for final cleaning.
- D. In preparation of substantial completion or occupancy, conduct final inspection of sight exposed interior and exterior surfaces, and of concealed spaces.
- E. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.

- F. Water blast and broom-clean to remove dust and debris from paved surfaces, walls, ceilings and stairs within and adjacent to work areas. Hand wash with rags, sponges or equivalent, all railings, pipes, windows, door frames, etc. and rinse. If dust protection is not erected and maintained to prevent dust and debris from being tracked throughout the structure, the Contractor will be required to perform final cleaning procedures throughout the structure from the top level to the basement.
- G. Clean dust from all light fixtures.
- H. Remove debris from drains and sumps and check that drains are again operable.

### 3.3 PROJECT CLOSEOUT

#### A. INSPECTIONS

- 1. Completion: All work shall be complete when written notice requesting final inspection is submitted to the Engineer.
- 2. Guarantees, Bonds and Affidavits: Required prior to final payment is made. Submit all required written documents including guarantees, bonds, and affidavits.

Guarantees shall extend the full period of the required guarantee period after:

- a. Replacement of work found defective during guarantee period at any time after Completion.
- b. Repair of inoperative items or adjustments to proper working condition of items not operating properly at time of inspection at Completion.
- c. Completion of work not completed at time of Completion.

Items of equipment or material bearing a guarantee of the manufacturer or supplier longer than that described in the General Conditions shall not service to release the manufacturer or supplier from their obligation to repair or replace such items within the limits of their guarantee after expiration of guarantees required by these specifications.

- 3. Record Drawings: Required prior to final payment is made. Submit record drawings; refer to Section 01300 and Section 01151.

END OF SECTION



## SECTION 02075

### REMOVAL OF EXISTING CONCRETE AND SURFACE PREPARATION

#### PART 1 GENERAL

1.1 Applicable provisions of Division 01 shall govern work of this section.

#### 1.2 SUMMARY

- A. Include all materials, labor, services and incidentals necessary for the completion of this section of the work.
- B. Include the removal of unsound concrete, examination of all exposed reinforcing, sandblasting of acceptable reinforcing, replacement of unacceptable reinforcing with new, and cleaning of the newly exposed underlying sound concrete prior to casting new fill concrete.
- C. The removal work shall be carried out in such a manner so as to create a minimal disturbance with the continued use of the parking structure.

#### 1.3 RELATED WORK

- A. Related work specified elsewhere:
  - 1. Temporary Facilities and Controls - Section 01510
  - 2. Low Water/Cement Ratio Concrete – Section 03340
  - 3. Shotcrete – Section 03360
  - 4. Patching of Deteriorated Concrete - Section 03730

#### PART 2 PRODUCTS

#### 2.1 EQUIPMENT

- A. CHIPPING HAMMERS: Use chipping hammers with a total weight not to exceed:
  - 1. 60 pounds and equipped with flat chisel-type points with a cutting edge not less than ¾" or greater than 2½" in width.
  - 2. 60 pound hammers will be allowed for initial removal only.
  - 3. Chipping hammers with a total weight not to exceed 30 pounds must be used once the reinforcing is exposed.
  - 4. If, in the opinion of the Engineer, it appears that the 60 pound hammer is having detrimental effects on the existing concrete slab, its use shall be discontinued and nothing heavier than a 30 pound hammer will be allowed.
  - 5. Use chipping hammers of nominal 15 pound class or less for removal of concrete from beneath reinforcing.

- B. SANDBLASTING EQUIPMENT: Sandblasting equipment shall be capable of removing rust from the exposed reinforcement and laitance from newly exposed concrete surfaces.
- C. COMPRESSED AIR EQUIPMENT: Compressed air equipment shall be capable of removal of dust and dirt from concrete repair areas.

## PART 3 EXECUTION

### 3.1 CONCRETE REMOVAL

- A. Shoring the structure as required. Shoring design, supply, and installation is the responsibility of the Contractor.
- B. Contractor responsible for removing and reinstalling or protection in place, electrical lighting and conduits (including cathodic protection conduits) and water pipes as required for repair work.
- C. Prior to any removal, the Contractor shall submit the Contractor's plan for confining dust, collecting and disposal of broken concrete, steel reinforcement and other waste material as a result of the Contractor's removal operations. This plan shall be submitted to the Engineer and the Owner prior to start of construction. Dumpster location shall be coordinated with the Engineer and the Owner. Stockpiling of removal debris within parking garage will not be allowed.
- D. Removal of underside of slab concrete will require the placement of plywood protection on the topside of the slab below. Plywood must be in place prior to any underside of slab concrete removal.
- E. Delaminated areas which require removal of unsound concrete will be identified and marked by the Engineer. The unsound concrete shall be removed by chipping to sound concrete. The marking by the Engineer in the field does not guarantee that unsound concrete is not present in areas beyond those marked. Additional concrete removal may be required after the Contractor's initial removal. The Engineer will review the removal areas prior to concrete replacement.
- F. An expanded titanium mesh Cathodic Protection system was placed on the slab area of the 2008 Third Floor repairs during a previous restoration phase. This mesh was cast into the patching concrete and below the concrete overlay. In some locations the anode was placed on a colored plastic mesh which was used as a separator between the anode and the reinforcing steel. It is anticipated that sections of the cathodic anode will be exposed during the slab concrete removal process. The titanium mesh and reinforcing steel is to be maintained. Do no damage the cathodic anode. Notify the Engineer upon exposing the cathodic anode.
- G. Do not feather edges, but chip edges square or slightly undercut.

- H. At topside of slab repair, where possible, the areas removed shall be rectangular in shape in plan view.
- I. During the chipping process in these deteriorated concrete areas, care shall be exercised to avoid cracking of the underlying sound concrete.
- J. During the removal of unsound concrete, if more than half of the reinforcing bar diameter is exposed or if the bar is not firmly bonded to the surrounding concrete, then the remaining concrete around the bar shall be removed. The clearance between the bar and the concrete shall be a minimum of  $\frac{3}{4}$ ". Support bars for the main reinforcing steel shall not be exposed provided there is no corrosion on these bars.
- K. The newly exposed sound concrete shall be cleaned by blowing away loose material with a deep sandblast and followed by cleaning with a compressed air jet.
- L. For "knockdown of loose unsound bottom of slab concrete", removal around reinforcing bars, chipping or sawcutting perimeter of removal areas, and cleaning removal areas by means of sandblasting is not required. Concrete shall be removed in a manner that no loose or dangling concrete remains.
- M. The Engineer shall be allowed 24 hours for the inspection of properly prepared concrete surfaces and reinforcement, before the scheduled concrete placement.

### 3.2 REINFORCEMENT CLEANING AND/OR REPLACEMENT

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

3.3 CLEAN UP

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

END OF SECTION

## SECTION 03110

### CONCRETE FORMWORK

#### PART 1 GENERAL

1.1 Applicable provisions of Division 01 shall govern all work of this Section.

#### 1.2 WORK INCLUDED

- A. Include all materials, labor, services and incidentals necessary for the completion of this Section of the Work.
- B. Include formwork for cast-in-place concrete as required by Concrete Contractor.
- C. Include formwork to buildup surfaces to match existing.
- D. Notify all trades in ample time for each to install own work required in conjunction with formwork.
- E. Supply, install and maintain all shoring and re-shoring related to concrete formwork.

#### 1.3 QUALITY ASSURANCE

- A. Industry Standards, Specifications and Codes:  
General:  
Comply with all provisions of the following codes and standards except as modified herein.
- B. All Referenced codes and standards including all revisions and commentaries shall be the most currently adopted as of the date of these Contract Documents.
- C. American Concrete Institute (ACI)
  - ACI 301 Specifications for Structural Concrete for Buildings
  - ACI 318 Building Code Requirements for Reinforced Concrete
  - ACI 347 Recommended Practice for Concrete Formwork
- D. National Forest Products Association (NFPA)  
NDS National Design Specification for Wood Construction including Design Values for Wood Construction
- E. American Plywood Association (APA)  
Plywood Design Specification

#### 1.4 DESIGN CRITERIA

- A. Design forms, shores and bracing. Include all factors pertaining to safety of formwork structure such as live load, dead load, weight of equipment on formwork, concrete mix,

height of concrete drop, vibration reactions and similar factors. The design shall be approved by an independent registered Engineer.

- B. Design formwork to be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials.

## 1.5 ALLOWABLE TOLERANCES

Flatwork true to plane:	¼" in 10'
Vertical surfaces true to plane:	¼" floor to floor
Formwork displacement:	Maximum ¼"
Deviation in cross sectional dimensions of columns, piers or beams or in thickness of slabs and walls:	± ¼"

## PART 2 PRODUCTS

### 2.1 FORM MATERIALS

- A. General: Plywood, metal-framed plywood-faced or other acceptable panel type materials to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practical sizes to minimize number of joints. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.
- B. Formed Surfaces Exposed To View: New plywood complying with U.S. Standard PS-1 Plyform Class I, B-B Concrete Form Plywood, B-Matte MDO Plywood by Simpson, 5/8" or ¾" thick without defects, mill oiled and edge sealed or wood forms lined with 3/16" tempered pressed wood or ¼" thick plywood B-B conforming to EXT-DFPA as large a size as possible to minimize joints.
- C. Formed Surfaces Concealed From View: Clean straight lumber dressed on face and edges, nominal 1" thickness or plywood 5/8" or ¾" thick conforming to EXT-DFPA or metal forms smooth and as large a size as possible.
- D. Reveals and Chamfers: Wood or purpose-made plastic or high density plastic foam to achieve sharp, true lines.

### 2.2 ACCESSORIES

- A. Miscellaneous items shall be provided as shown on drawings and called for in specifications. They shall be standard manufactured items subject to approval of the Engineer. Embedded accessories shall be accurately placed and firmly anchored to forms. Sufficient time shall be allowed after forms are erected to various trades to install embedded items before concrete is poured. No electrical conduit, sleeves or boxes shall be embedded in floor slabs unless approved by the Engineer. Slab bolsters, beam bolsters and high chairs shall be plastic tipped.

## 2.4 FORM COATINGS

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

## 2.5 CONSTRUCTION JOINT MATERIALS

- A. Solid Wood Lumber: Shall be Spruce #2 or equivalent.

## PART 3 EXECUTION

### 3.1 FORMWORK ERECTION

- A. Form shall conform to approximate shape, lines, grade and dimensions of members shown on the original drawings and shall be braced and tied together to maintain position and shape during placement of concrete. Supports shall be spaced sufficiently close to prevent deflection of form material.
- B. Where necessary, formwork shall be cambered to compensate for anticipated deflections due to weight of fresh concrete and construction loads.
- C. Special care shall be taken to obtain a seal between existing concrete construction and new forms so that there is a positive seal which can take up variations in the existing concrete surfaces. The Contractor shall seal forms so that bleeding at form edges is held to a minimum and so that clean straight lines are left after stripping forms. These conditions occur at column repairs and cast-in-place slab replacement.

### 3.2 CONSTRUCTION JOINTS

- A. Joints not shown on the drawings will not be permitted except when due to equipment failure or extreme hardship imposed on the Contractor. Joints in the structural concrete shall be located as shown on the drawings. Construction joints not complying with the drawings will be rejected and adjacent materials shall be removed and reconstructed. In the event unplanned joints are unavoidable, the Contractor shall notify the Engineer of the need for such joints and describe a recommended execution of such joints and request the Engineer's approval of said joint treatment for use that one time.
- B. At transverse and longitudinal joints, the concrete overlay course previously placed shall be sawed to a straight and vertical edge and deeply sandblasted before the adjacent overlay course is placed.
- C. Surface of concrete at all joints shall be thoroughly sandblasted.

- D. Contractor shall obtain the Engineer's approval as to condition and placement of reinforcing prior to completing formwork and ordering of concrete for each separate pour.

### 3.3 FORMWORK REMOVAL

- A. Notify Engineer and Owner's field representative prior to removing formwork, centering, shoring and reshoring.
- B. The forms may be removed when field cured cylinders achieve 75% of the specified 28-day strength. It shall be the responsibility of the Contractor to make and pay for the costs of these supplemental tests.
- C. Forms shall be readily removable without hammering, prying, or damage to concrete. Metal tools shall not come in contact with concrete surfaces during form removal. All exposed concrete corners shall be finished to match existing corners.

END OF SECTION



## SECTION 03115

### SHORING

#### PART 1 GENERAL

1.1 Applicable provisions of Division 01 shall govern Work of this Section.

#### 1.2 SUMMARY

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

#### 1.3 SUBMITTALS

- A. The Contractor shall submit the type of shoring, location, number and safe load carrying capacity of the shores the Contractor intends to use in the Work to the Engineer for review prior to the commencement of the Work.
- B. The Contractor shall submit to the Engineer a record of reference elevations of shored members at various stages as described below.

#### 1.4 QUALITY ASSURANCE

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

#### PART 2 PRODUCTS

#### 2.1 VERTICAL LOAD SHORES

- A. Shores supporting vertical loads shall be adjustable through positive means such as by adjustable screw jacks in order to compensate for elastic shortening of shores during their loading and other effects. Ellis Shore clamps shall not be used.

- B. These Shores shall be effectively cross-braced to prevent buckling failure of individual members and overall shoring stability failure.
- C. Shores shall be provided to carry the full weight of the floor system for the entire bay in which work is being performed. These Shores shall be in place prior to removal of unsound slab concrete and shall be supported on one structural level or to grade.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

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

#### 3.2 REMOVAL

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

END OF SECTION

## SECTION 03200

### CONCRETE REINFORCEMENT

#### PART 1 - GENERAL

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

#### 1.2 WORK INCLUDED

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

#### 1.3 QUALITY ASSURANCE

##### A. INDUSTRY STANDARDS, SPECIFICATIONS AND CODES

###### 1. GENERAL

- a. Comply with all provisions of the following codes and standards except as modified herein.
- b. All referenced codes and standards including all revisions and commentaries shall be the most currently adopted as of the date of these contract documents.

###### 2. AMERICAN CONCRETE INSTITUTE (ACI)

- a. ACI 301 Specifications for Structural Concrete for Buildings
- b. ACI 318 Building Code Requirements for Reinforced Concrete
- c. ACI 315 Details and Detailing of Concrete Reinforcement

###### 3. CONCRETE REINFORCING STEEL INSTITUTE (CRSI)

- a. Manual of Standard Practice
- b. Recommended Practice for Placing Reinforcing Bars

###### 4. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

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

## B. QUALIFICATIONS

### 1. ACCEPTABLE MANUFACTURERS

- a. Shall be regularly engaged in the manufacture of steel bar, welded wire fabric reinforcing and mechanical splicing devices.

### 2. INSTALLER QUALIFICATIONS

- a. Shall have three years experience in the installation of steel bar and welded wire fabric reinforcing.

### 3. SOURCE QUALITY CONTROL

- a. Mill test certificates identifying chemical and physical analysis of each load of reinforcing steel delivered if requested.

## 1.3 SUBMITTALS

- A. Submit in accordance with Division 01 requirements.

## 1.4 STEEL PROPERTIES

- A. Submit certification of grade, chemical analysis and tensile properties of steel furnished if requested.

## PART 2 - PRODUCTS

### 2.1 REINFORCING STEEL

#### 1. REINFORCING BARS

- a. Shall conform to ASTM A-615 "Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement".
- b. All reinforcing bars shall be deformed except that plain bars may be used for spirals.
- c. All main reinforcing bars and other bars not listed above shall be Grade 60 unless noted otherwise on the contract documents.

### 2.2 ACCESSORIES

#### 1. SUPPORTS FOR REINFORCEMENT

- a. Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.

- b. Use wire bar type supports complying with CRSI recommendations unless otherwise indicated. Do not use wood, brick and other unacceptable materials.
- c. For exposed-to-view concrete surfaces where legs of supports are in contact with forms provide supports with legs which are plastic protected. For sandblasted or bush-hammered concrete provide stainless steel protected or special stainless bar supports.
- d. In areas of concrete removal, short lengths of reinforcing bar shall be used to provide support for bars on chipped or rough concrete surfaces using similar spacing of supports.

## 2.7 FABRICATION

- A. Shop fabricate reinforcing bars to conform to required shapes and dimensions. In case of fabricating errors, do not re-bend or straighten reinforcement in a manner that will injure or weaken the materials.
- B. All reinforcement shall be bent cold unless otherwise permitted by the Engineer.

## 2.8 UNACCEPTABLE MATERIALS

- A. Reinforcement with any of the following defects will not be permitted in the work:
  - Bar lengths, depths and bends exceeding specified fabrication tolerances.
  - Bends or kinks not indicated on drawings or final shop drawings.
  - Bars with reduced cross-section due to excessive rusting or other cause.

## 2.9 PRODUCT DELIVERY, STORAGE AND HANDLING

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

## PART 3 - EXECUTION

### 3.1 INSPECTION

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

### 3.2 PLACEMENT

- A. Comply with the specified codes and standards and CRSI "Recommended Practice for Placing Reinforcing Bars" for details and methods of reinforcement placement and supports and as herein specified.
- B. Clean reinforcement to remove loose rust and mill scale, earth, ice and other materials which reduce or impair bond with concrete.
- C. Position, support and secure reinforcement against displacement by formwork, construction or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers as required.
- D. Place reinforcement to obtain coverages for concrete protection as indicated. Arrange, space and securely tie bars and bar supports together with 16 gauge wire to hold reinforcement accurately in position during concrete placement operations. Set wire ties so that ends are directly away from exposed concrete surfaces.
- E. All exposed or additional reinforcing shall be no closer than  $\frac{3}{4}$ " measured radially from existing concrete. The elevation of all exposed or additional reinforcing shall be maintained at the original height.
- F. At all openings in structural slabs, provide two #4 bars top and bottom of slab at 45° on all four corners, each bar 48" minimum length.
- G. Provide two #3 bars 3" apart on four sides of floor drains in slabs.
- H. Unless permitted by the Engineer reinforcing shall not be bent after being embedded in hardened concrete.
- I. Provide sufficient number of supports and sizes as required to carry reinforcement. Maximum spacing of chairs is 48" on center. Do not place reinforcing bars more than 2" beyond the last leg of any continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.

### 3.3 WELDING OF REINFORCEMENT

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

### 3.4 FIELD QUALITY CONTROL

- A. Notify Engineer when reinforcing is in place so he may review the reinforcing placement. Engineer shall have a minimum of 24 hour notice prior to placement of concrete.
- B. Tend to reinforcing at all times during concrete placement and make necessary adjustments to reinforcing which has been dislodged by concrete placement or workmen.

### 3.5 BAR PLACEMENT TOLERANCES

- $\frac{1}{4}$ " ( $\pm$ ) between bars
- $\frac{1}{4}$ " ( $\pm$ ) vertically for members 8" deep or less
- $\frac{1}{2}$ " ( $\pm$ ) vertically for members over 8" deep and less than 2' deep
- 1" ( $\pm$ ) vertically for members 2' or deeper

END OF SECTION

## SECTION 03340

### LOW WATER/CEMENT RATIO CONCRETE

#### PART 1 - GENERAL

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

#### 1.2 SUMMARY

- A. Include all materials, labor, services and incidentals necessary for the completion of this section of the work.
- B. The extent of cast-in-place structural concrete work consists of the replacement of the concrete removed as shown on the drawings. This concrete shall be placed to the level of the existing concrete deck.

#### 1.3 RELATED WORK

- A. Related work specified elsewhere:
  - 1. Removal of Existing Concrete and Surface Preparation – Section 02075.
  - 2. Patching of Structural Concrete – Section 03730.

#### 1.4 PRECONSTRUCTION MEETINGS

- A. A preconstruction meeting of Engineer, Contractor and finisher shall take place at least two weeks prior to startup. A representative for the corrosion inhibitor manufacturer shall be present to discuss corrosion inhibitor concrete. Topics of discussion shall include concrete handling, placing, finishing and curing.
- B. This specification for concrete shall be made available to the manufacturer of the corrosion inhibitor prior to the invitation of bid.
- C. A representative of the manufacturer shall be present during project startup.

#### 1.5 NOTIFICATION

- A. This Contractor shall notify the Engineer at least 24 hours prior to any concrete pour.

#### 1.6 PROTECTION OF ADJACENT WORK

- A. This Contractor shall be responsible to see that due care is exercised and avoid staining any adjacent finished material during concrete work. Any such damage shall be made good by this Contractor without expense to the Owner.



## 1.7 REFERENCES

### A. INDUSTRY STANDARDS, SPECIFICATIONS AND CODES

#### 1. GENERAL

- a. Comply with all provisions of the following codes and standards except as modified herein.
- b. All referenced codes and standards including all revisions and commentaries shall be the most currently adopted as of the date of these contract documents.

#### 2. AMERICAN CONCRETE INSTITUTE (ACI)

- a. ACI 301 Specification for Structural Concrete for Buildings.
- b. ACI 318 Building Code Requirements for Reinforced Concrete.
- c. ACI 211.1 Standard Practice for Selecting Proportions for Normal Heavyweight and Mass Concrete
- d. ACI 305 Recommended Practice for Hot Weather Concreting
- e. ACI 306 Recommended Practice for Cold Weather Concreting

Additional ACI sections are noted in later text.

#### 3. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- a. ASTM C-31 Standard Method of Making and Curing Concrete Test Specimens in the Field
- b. ASTM C-33 Specifications for Concrete Aggregates
- c. ASTM C-39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
- d. ASTM C-42 Standard Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
- e. ASTM C-94 Specification for Ready Mixed Concrete
- f. ASTM C-143 Standard Test Method for Slump of Portland Cement Concrete
- g. ASTM C-150 Specification for Portland Cement
- h. ASTM C-171 Specification for Sheet Materials for Curing Concrete
- i. ASTM C-231 Test for Air Content of Freshly Mixed Concrete by the Pressure Method
- j. ASTM C-260 Specification for Air-Entraining Admixture for Concrete
- k. ASTM D-448 Specification for Standard Sizes of Coarse Aggregate for Highway Construction

- l. ASTM C-494 Specification for Chemical Admixtures for Concrete
- m. ASTM E-329 Specification for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in Construction

Additional ASTM numbers are noted in later text.

#### 1.8 ALLOWABLE TOLERANCES

- A. Flatwork true to plane 1/4" in 10 feet.

#### 1.9 SUBMITTALS

- A. Submit in accordance with Section 01300.

#### 1.10 MIX DESIGNS

- A. Submit a concrete mix design a minimum of two weeks before its intended use as described later in this section.
- B. Mix design shall be in accordance with ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete. Furnish mix designs by independent testing laboratory based upon schedule herein with test reports for each mix. Submit material content per cubic yard of each class of concrete furnished including:
  - Dry weight of cement
  - Saturated surface-dried weights of fine and course aggregates
  - Quantities, type and name of admixtures
  - Weight of water
- C. Submit to Engineer and obtain approval prior to placing concrete.

#### 1.11 TEST REPORTS

- A. Submit test reports of concrete compression, yield, air content, slump and temperature. Furnish copies to the Architect, Consulting Engineer and General Contractor.

#### 1.12 SLUMP AND AIR CONTENT TESTS

- A. For each set of cylinders made a slump test shall also be made. The temperature of the concrete shall also be taken at the same time cylinders are made. Slump tests shall be made in accordance with ASTM C-143.
- B. Air content tests shall be made on each truck load of concrete. Air content tests shall be made in accordance with ASTM C-231.

PART 2 - PRODUCTS

2.1 CONCRETE TYPES, STRENGTHS AND USES

A. The strength indicated is the 28-day design compressive strength.

<u>Concrete Type</u>	<u>Strength</u>	<u>Use</u>
Low water/cement ratio concrete with corrosion inhibitor and crystalline waterproofing additive	4500 PSI	Replacement concrete
Grout		Bonding replacement concrete to existing concrete

2.2 MATERIALS

A. PORTLAND CEMENT

1. Shall meet the requirements of ASTM C-150, non-air-entraining Type I. Portland Cement Type III is not permitted.

B. COARSE AGGREGATE

1. Shall be clean, sound crushed stone or crushed gravel meeting the requirements of ASTM C-33. It shall have an absorption not exceeding 3.0% and the following gradation:
2. Maximum aggregate size shall be 3/4".

C. SAND

1. Shall be clean and sharp, and conform to the requirements of ASTM C-33.

D. GROUT

1. Shall consist of Type I Portland cement and sand.

E. WATER

1. Use clean, fresh, free from oil, acid, organic matter or other deleterious substances.

2.3 ADMIXTURES

A. The following types of admixtures may be used when approved by the Engineer.

1. AIR-ENTRAINING ADMIXTURE

- a. Shall conform to ASTM C-260.
2. WATER REDUCING
  - a. Shall conform to ASTM C494, Type A
3. MID-RANGE WATER REDUCING
  - a. Shall conform to ASTM C494, Type A
4. HIGH-RANGE WATER REDUCING (SUPER PLASTICIZER)
  - a. Shall conform to ASTM C494, Type F or Type G.
5. WATER REDUCING, NON-CHLORIDE ACCELERATOR
  - a. Shall conform to ASTM C494, Type C or Type E.
6. WATER REDUCING, RETARDING
  - a. Shall conform to ASTM C494, Type D.
7. CORROSION INHIBITOR
  - a. Non-chloride, non-corrosive accelerator inhibitor: Shall conform to ASTM C-494 Type C. Products shall be DCI or DCI-S Corrosion Inhibitor by W.R. Grace, Polychem CI Corrosion Inhibitor by General Resource Technology, or approved equal.
8. CRYSTALLINE WATERPROOFING
  - a. Xypex Admix C-1000 or approved equal. Xypex Admix product may change due to mix design and weather at time of placement. Contractor to consult with representatives for Xypex and corrosion inhibitor. Crystalline waterproofing powder shall be added to the concrete mix at time of batching at a rate of 2%-3% by weight of Portland cement content; Contractor to verify with manufacturer. Random tests will be performed to assure compliance with batching rate. Joint waterproofing slurry and dry pack shall be manufactured by the same manufacturer.
9. CALCIUM CHLORIDE
  - a. Shall not be permitted in the concrete as an additive and not permitted in admixtures.

## 2.4 CONCRETE MIX DESIGN

- A. The Contractor shall develop a mix design in a qualified approved testing laboratory which meets the requirements of ASTM E-329.
- B. A calcium nitrite based corrosion inhibitor as specified in “admixtures” shall be added at the rate of 2 gallons per cubic yard of concrete to all concrete; Contractor to verify with manufacturer.
- C. Active corrosion shall be inhibited to 9 pounds of chlorides, at rebar level, per cubic yard of concrete.
- D. Corrosion inhibitor shall have a minimum 5 years of field history demonstrating adequate background performance. Manufacturer shall submit 5 projects of similar size.
- E. Upon request, manufacturer shall submit test method(s) which determine plastic and hardened concentration of the active component in the corrosion inhibitor.
- F. Manufacturer shall submit 5 years of continuous accelerated corrosion test data on concrete with  $\leq 0.40$  water-to-cement ratio. Concrete shall be cured per ACI recommendations. This data must provide substantiating proof that the product will inhibit corrosion of reinforcing to specified chloride contents
- G. Corrosion inhibitor shall not reduce compression, flexural or bond strengths by more than 5% versus reference concrete.
- H. Manufacturer shall submit one year of accelerated corrosion testing on precracked concrete with the minimum cover of 1” over rebar at cracked concrete.
- I. Corrosion inhibitor shall meet requirements of ASTM C494 *Standard Specification for Chemical Admixtures for Concrete*.
- J. Corrosion inhibitor manufacturer shall provide detailed long-term independent test data that conclusively substantiates the product’s ability to inhibit corrosion of reinforcing in concrete. Data shall include as a minimum:
  - 1. *ASTM G109 Standard Test Method for Determining the Effects of Chemical Admixtures on the Corrosion of Embedded Steel Reinforcement in Concrete Exposed to Chloride Environment.*
- K. Mix design for low water/cement ratio concrete shall be proportioned in accordance with this specification. Mix designs proposed for use, when tested in the laboratory, shall have an average 28-day compressive strength in excess of design strength as required in Chapter 4 of ACI 318. The water-cement ratio shall not exceed 0.40 by weight. The fine and coarse aggregate shall be proportioned to have equal volumes. The exact "super" water-reducing admixture dose shall be recommended by the manufacturer. In addition, slump shall be such that the finished surface follows that of the existing inclined ramps

with no sagging or bulging due to gravity on the plastic mix. Maximum replacement of Portland cement with fly ash shall be limited to 25 percent.

- L. Specified slumps shall apply at time when concrete is discharged at job site. In all cases, concrete shall have a slump not exceeding that specified.
- M. The entrained air content shall be  $6\% \pm 1\frac{1}{2}\%$  and shall be measured according to ASTM C231.
- N. Whenever temperature is above 80°F Contractor shall provide when required by the Engineer, an approved admixture to be added to concrete for retarding initial set of concrete. Admixture shall be used in strict accordance with manufacturer's recommendations.
- O. Water content of the corrosion inhibitor shall be included in the water-to-cement ratio.
- P. DCI may act as an accelerator. This accelerated set may be retarded with either an ASTM C494 Type D or G admixture. DCI concrete should be placed within one hour of batching.

## 2.5 GROUT MIX DESIGN

- A. Grout shall consist of equal parts by weight of cement and sand. It shall be mixed with sufficient water to form a stiff slurry. The consistency of this slurry shall be such that it can be applied with a stiff brush or broom to the old concrete in a thin, even coating that will not run or puddle in low spots. For use on vertical joints, this grout shall be thinned to paint consistency.

## 2.6 TESTING OF CONCRETE MIX DESIGNS

- A. Mix designs of each separate mix shall be prepared and the following data shall be submitted to the Engineer for each mix design. The Contractor shall be responsible for costs relating to these tests.
  - Sieve analysis for fine and coarse aggregate.
  - Test for aggregate organic impurities.
  - Moisture content of the aggregates at time of mixing and percent absorption of the aggregates.
  - Proportions of all materials.
  - Mixing method.
  - Mill certificates for cement.
  - Slump during laboratory tests.
  - Air content during laboratory tests.
  - 3-day and 7-day laboratory compression test results (minimum 3 cylinders for the 3-day and 3 cylinders for the 7-day tests). The test cylinders shall be made from the trial concrete mix by the Contractor in the presence of the Engineer.

- B. A mix design previously used and which complies with the specifications may be submitted for approval. All information noted above shall be included. During progress of construction, tests will be made by an approved testing laboratory to determine if concrete complies with quality specified. Contractor shall cooperate in making of such tests to the extent of allowing free access to work for selection of samples and storage of specimens, and in affording protection to specimens against injury or loss through his operations. Contractor shall furnish all concrete for testing.

## PART 3 - EXECUTION

### 3.1 REDI-MIX CONCRETE

- A. Ready-mix concrete shall be measured, mixed and delivered according to ASTM C-94 except as modified herein.
- B. Design mixes so that the average of any five consecutive strength tests of laboratory cured specimens will be at least 15% greater than minimum strength specified. No more than 10% of strength tests may have values less than specified minimum. No test may have less than 90% of the specified minimum strength.
- C. Delete the references for allowing additional water to be added to the batch for material with insufficient slump. Addition of water to the batch is not permitted.
- D. During hot weather or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C-94 may be required. When the air temperature is between 85°F and 90°F, reduce the mixing and delivery time from 1½ hours to 75 minutes and when the air temperature is above 90°F, reduce the mixing and delivery time to 60 minutes.
- E. **CRYSTALLINE WATERPROOFING ADMIXTURE**  
Concrete Batching and Mixing:  
Ready Mix Plant - Dry Batching Operation: Add admixture powder to drum of ready-mix truck, then add 60%-70% of required water along with 300-500 lb of aggregate. Mix the materials 2-3 minutes to ensure even distribution throughout the mix water. Add balance of materials to the ready-mix truck and mix in accordance with standard batch practices.  
  
Ready Mix Plant - Central Mix Operation: Mix admixture with water to form a thin slurry (e.g. 15-20 lb of powder mixed with 3 gal. of water). Pour the required amount of material in drum of ready-mix truck. The aggregate, cement and water should be batched and mixed in the plant in accordance with standard practices (taking into account the quantity of water that has already been placed in the ready-mix truck). Pour the concrete into the truck and mix for at least 5 minutes to ensure even distribution of the admixture throughout the concrete.

Comply with manufacturer's instructions for use and special installation requirements of admixture.

### 3.2 READY-MIX DELIVERY TICKET

- A. Furnish with each batch of concrete before unloading at the site a delivery ticket on which is printed, stamped or written the following information:
- Name of ready-mix batch plant
  - Serial number of ticket
  - Date and truck number
  - Name of Contractor
  - Job name and location
  - Specific class or designation of concrete
  - Amount of concrete (cubic yards)
  - Time loaded or of first mixing of cement and aggregates
  - Type, name and amount of admixture
  - Type, brand and amount of cement
  - Total water content by producer (or W/C ratio)
  - Maximum size of aggregate
  - Weights of fine and coarse aggregates
- B. Chemical admixtures when used shall be incorporated into mix in amounts and manner recommended by manufacturer and approved by Engineer. Accuracy of measurement of any admixture shall be within  $\pm 3\%$ . Two or more admixtures may be used in the same concrete provided such admixtures are added separately and that the combination is compatible and has no deleterious effect on concrete.
- C. The maximum time between addition of the final mixing water and admixture to the mixer and the time when the concrete has been finished shall be 30 minutes. Indiscriminate addition of water to increase slump is prohibited.
- D. No concrete shall be placed when the air temperature is lower than 45°F. It may be placed at 45°F and rising. Cement shall not be added to mixtures of water and aggregate when temperature of the mixture exceeds 70°F.
- E. At temperatures above 85°F, the Engineer may require placements to be made at night or early morning hours, if in the Engineer's opinion a satisfactory placement is not being achieved.
- F. Temperature of the concrete, when discharged, shall not exceed 90°F. NOTE: Contractor is cautioned that difficulty may be encountered with concrete at temperatures approaching 90°F and every effort should be made to maintain it at a lower temperature.

### 3.3 PREPARATION

- A. Before placing concrete, all equipment for mixing and transporting concrete shall be cleaned, vibrators shall be checked for workability, all frost, ice, mud, debris and water shall be removed from forms, forms shall be thoroughly wetted or oiled, and reinforcement shall be securely tied in place and thoroughly cleaned of ice and other coatings which may destroy or reduce bonding with concrete. No concrete shall be placed until Engineer has inspected and approved the concrete



removal areas per Specification Section 02075 and the removal plans and tables per Specification Section 01151. Conveying the concrete from mixer to place of deposit shall not cause separation or loss of materials.

- B. Screed guides shall be placed and fastened in position to assure finishing the concrete to the required final grade. Supporting rails upon which the finishing machine travels shall be placed outside the area to be concreted. Anchorage of supporting rails shall provide horizontal and vertical stability. A hold-down device shot into concrete shall not be permitted unless the concrete is to be subsequently resurfaced. Plans for anchoring support rails shall be submitted to the Engineer for approval.
- C. Transverse and/or longitudinal bulkheads, equal in depth to the thickness of the concrete shall be installed to the required grade and profile prior to placing concrete. Provisions for anchorage of supporting rails or strips shall provide horizontal or vertical stability.
- D. The locations of joints shall be subject to approval of the Engineer, and his approval will be based on avoiding joints in traffic lanes and wheel paths as much as practical.
- E. The Contractor shall make every reasonable effort to secure a smooth-riding surface. Prior to placement operations, he shall review his equipment, procedures, personnel and previous results with the Engineer in order to assure that concrete shall be produced and placed within the specified time limits, continuously and with uniformity.
- F. Immediately before applying grout, in preparation for placement of the replacement concrete, the surface shall be cleaned with air blasting. If necessary to remove rust, oil or other foreign material, chipping or sandblasting followed by air blasting will be required. Existing concrete shall not be presaturated with water before grout and replacement concrete is placed. The prepared surface shall be dry to allow some absorption of the grout.
- G. After the structural concrete surface has been cleaned and immediately before placing concrete, a thin coating of portland cement bonding grout shall be scrubbed into the dry, prepared surface. Care shall be exercised to insure that all surfaces receive a thorough even coating and that no excess grout is permitted to collect in pockets. The rate of progress in applying grout shall be limited so that the grout does not become dry before it is covered with new concrete.

#### 3.4 LIMITATIONS OF OPERATIONS

- A. Concrete shall not be placed adjacent to a previous casting less than 36 hours old; however, this restriction does not apply to a continuation of placement in a lane or strip beyond a joint in the same lane or strip.
- B. If concrete placement is stopped or delayed for a period of 60 minutes, further placement shall be discontinued and may resume only after a period of not less than 12 hours. This restriction does not prohibit continuation of placement

provided a gap is left in the lane or strip; the gap shall be sufficient in length for the finishing machine to clear the previously placed concrete.

- C. Preparation of an area may be started adjacent to newly placed concrete the day following its placement. If this preparation work is started before the end of the 72-hour curing period, the work shall be restricted as follows:
- Sawing or other operations shall interfere with the curing process for the minimum time only and in the immediate work area only, and the curing shall be resumed properly.
  - No power-driven tools heavier than a 15 pound chipping hammer shall be used.
  - No loads other than construction equipment shall be permitted on any portion of the floor that has undergone preparation for placement.
  - No vehicles or construction equipment shall be permitted on a finished course until 72 hours after placement. At temperature below 55°F, a longer waiting time will be required and must be approved by the Engineer.

### 3.5 PLACING

- A. Placing of concrete shall be such that it shall be deposited as nearly as possible in its final position to avoid segregation due to rehandling or flowing. Placing shall be at such a rate that at all times concrete shall be plastic and flow readily into corners of forms and into spaces between rebars. No concrete that has partially hardened or has been contaminated by foreign materials shall be deposited. When concreting is commenced, it shall be carried on as a continuous operation until panel or section is completed. When being deposited, concrete shall not be allowed to fall a vertical distance greater than 4' from point of discharge to point of deposit.
- B. All newly placed concrete shall be consolidated by means of vibration. Generally, vibration shall be accomplished by means of surface and internal vibrators. Surface vibrators shall have operating frequencies in the range of 3000 to 6000 VPM and internal vibrators shall run at a speed of 7000 RPM or higher depending on the nature of concrete being consolidated. Extra vibrators shall be kept at project site to be used in case a vibrator will not work. Concrete 3" or more in thickness and edges of a pour shall be vibrated internally in addition to surface vibration. A technical description of the vibrating screed shall be submitted to the Engineer for review.
- C. Placement of concrete shall be a continuous operation throughout the pour. The concrete shall be manipulated and struck off slightly above final grade. It shall then be consolidated and finished at final grade. Spud vibration may be required in deep pockets and at the edges of the placement, column bases and other obstructions immediately prior to the application of the screed.

- D. A bulkhead shall be installed in case of major delay in the placement operation. During minor delays of 1 hour or less, the end of the placement may be protected from drying with several layers of wet burlap.

### 3.6 FINISHING

- A. Placing and finishing equipment shall include adequate mechanized and hand tools for placement of concrete and for working down to approximately the correct grade for striking off with a screed.
- B. The elapsed time between depositing the concrete and final screeding shall not exceed 10 minutes.
- C. Sprinkling of dry cement or a mixture of dry cement and sand on surface of fresh concrete to absorb water or to stiffen the mix shall not be permitted during any stage of construction.
- D. After screeding and bullfloating when a tight, uniform surface has been achieved, all driving surfaces shall be texturized with a broom finish.
- E. The broom marks shall match existing adjacent concrete. Curbs, sidewalks, and other exterior surfaces subject to foot traffic shall be given a fine textured broom finish after completion of one steel troweling operation.
- F. Maximum variation in slab surfaces shall be ¼" in 10 feet. If variations greater than this exist, the Engineer may direct the Contractor to grind the floor to bring the surface within requirements. Patching of low spots shall not be permitted. Grinding shall be done as soon as possible, preferably within 3 days, but not until concrete is sufficiently strong to prevent dislodging coarse aggregate particles.
- G. Hand finishing with a float may be required along the edge of the pour or on small areas of repair.

### 3.7 CURING

- A. Concrete shall be maintained above 50°F and in a moist condition for at least 3 days after placing.
- B. The surface shall be promptly covered after finishing, with a single layer of clean, wet burlap. Care shall be exercised to insure that the burlap is well drained and that it is placed as soon as the surface will support it without deformation.
- C. It is intended that the concrete receive a wet-burlap cure for at least 72 hours. For the first 24 hours, the burlap shall be kept continuously wet by means of an automatic sprinkling or wetting system. After 24 hours the Contractor may cover the wet burlap with a layer of 4 mil polyurethane film conforming to ASTM C171 for a minimum of 48 hours in lieu of using a sprinkling or wetting system.

- D. Any day during which the curing temperature falls below 50°F shall not be counted as a curing day. If at any time during the curing period the ambient air temperature falls below 35°F, the work may be considered as being unsatisfactory and rejected.
- E. If shrinkage cracks over 0.01" or in large numbers appear in the concrete when the 72-hour curing period is completed, the concrete shall be considered defective and it shall be removed and replaced by the Contractor at no extra cost. All small cracks which exist but are not significant enough to require removal of the overlay shall be thoroughly sealed with grout as described below to the satisfaction of the Engineer. Note: Contractor is cautioned that exposure to direct sunlight may result in surface cracks.
- F. The concrete shall be sounded by the Contractor in the presence of the Engineer with a chain drag after the 72-hour cure and any hollowness shall be corrected by the Contractor by removing the concrete at these locations and recasting at no extra cost to the Owner.
- G. After finishing and curing the Contractor shall check the surface with a straightedge. Causes of non-conformance with the specification shall be eliminated by the Contractor.
- H. If, after the curing of the overlay has been completed, there is evidence of cracking along construction joints, these joints shall be given a thorough coating of grout with the following proportions:
  - 13.5 pounds cement
  - 42.0 pounds fine sand
- I. Water shall be added to produce a thick grout which is intended to seal any minute cracks which may develop at these locations. Prior to application of the grout the area is to be sandblasted and then cleaned with compressed air. The surface shall be wetted and kept wet for at least 1 hour prior to brushing the grout into the surface. The grout shall be at least 2" wide and shall be neatly and uniformly applied. The grout coating shall be cured by use of a double layer of burlap kept continuously wet for not less than 12 hours. The curing material shall then be removed for an additional 72-hour air cure. The area shall then be sealed with a 30% solids penetrating epoxy sealer such as TSA 30008 or equal. This work shall be performed at no extra cost to the Owner.

### 3.8 FIELD QUALITY CONTROL

#### A. TESTING OF CONCRETE

1. Standard 6" x 12" cylinders will be fabricated, cured and tested in accordance with ACI 301 except as noted in this specification.
2. A set of concrete field specimens consisting of four 6" x 12" cylinders shall be taken at least once a day for each 5000 square feet of surface area placed, whichever is smaller according to ASTM C-31.

3. All cylinders shall be made and tested by a qualified approved test laboratory which meets the requirements of ASTM E-329 and their reports will be sent to the Engineer and the Contractor. Costs for these tests shall be paid by the Owner.
4. The four cylinders shall be cured under field conditions for 1 day of moisture curing. Three cylinders shall then be transported to the testing agency's laboratory and moist cured. The remaining cylinder shall be field cured. One field cured and one laboratory cured cylinder shall be tested at 7 days. Two remaining laboratory cured cylinders shall be strength tested at 28 days.
5. For each set of cylinders made, a slump and air content test shall also be made. The temperature of the concrete shall be taken at the same time cylinders are made. Slump tests shall be made in accordance with ASTM C-143. Air content tests shall be made in accordance with ASTM C-231. Following sampling of the discharge or normally mixed material, the commencement of tests shall be delayed from 2 to 4 minutes.
6. Samples of concrete for test specimens shall be taken from mixing equipment during discharge. The same concrete shall not be used for slump and cylinders. When, in the opinion of the Engineer, it is desirable to take samples elsewhere, they shall be taken as indicated by him.
7. The testing laboratory technician shall take slump tests and shall measure and report the results of slump tests on each 5 cubic yards of concrete cast. These results shall be sent to the Engineer and the Contractor.
8. Testing of cylinders shall be in accordance with ASTM C-39. Each test report shall contain the following information for each set of cylinders:
  - Individual test specimen strength, type of failure.
  - Slump.
  - Air content.
  - Concrete and air temperature.
  - Specimen number.
  - Portion of structure represented by the concrete tested.
  - Date cast.
  - Date tested.
  - Concrete properties specified.
  - Notice if tests indicate concrete is not in conformance with specifications.
9. In the event of adverse weather conditions, the Engineer may take three additional concrete cylinders in addition to those already specified. These cylinders shall be stored on the structure in the vicinity of the area they represent and shall be cured in the same manner as that portion of the structure. One of the field cured test cylinders shall be sent to testing

laboratory for a 7-day test and the other two will be tested at 28 days. Field-cured cylinders shall remain in the structure until 24 hours prior to being tested.

10. Cost of additional field cured cylinders if tests indicate compliance with specifications at the required 28-day compressive strength, shall be paid for by Owner.
11. Strength of concrete shall be considered satisfactory if average of two 28-day tests in each set of cylinders equals or exceeds the specified 28-day strength and neither of the 28-day tests is 500 PSI or more below specified 28-day strength.
12. Should results of cylinder tests not meet preceding requirements, the Contractor shall submit revised mix design data for concrete which will conform to the specifications. In the event of failure of test cylinder specimens for any portion of work, the Contractor at the Contractor's expense shall have sample cores cut from that portion of structure represented by unsatisfactory test specimens.
13. Three cores shall be taken from each area in question according to ASTM C-42. Concrete in the area represented by core tests will be considered structurally adequate if the average of the three cores is equal to at least 85% of required 28-day strength. If these strength acceptance criteria are not met by core tests, the Contractor shall remove all questionable areas of concrete at the Contractor's expense.

END OF SECTION

## SECTION 03360

### SHOTCRETE

#### PART 1 - GENERAL

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

#### 1.1 SUMMARY

- A. Include all materials, labor, services and incidentals necessary for the completion of this section of the work.
- B. Furnish the necessary labor, supervision, equipment, and materials to place, finish, and cure shotcrete over properly prepared existing concrete surfaces.
- C. A pre-construction meeting will be required with the contractor in order to coordinate the work schedule and inspection required by the Engineer.

#### 1.2 RELATED WORK

- A. Related work specified elsewhere:
  - 1. Removal of Existing Concrete and Surface Preparation – Section 02075
  - 2. Patching of Deteriorated Concrete – Section 03730

#### 1.3 REFERENCES

- A. INDUSTRY STANDARDS, SPECIFICATIONS AND CODES
  - 1. GENERAL
    - a. Comply with all provisions of the following codes and standards except as modified herein.
    - b. All referenced codes and standards including all revisions and commentaries shall be the most currently adopted as of the date of these contract documents.
    - c. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
    - d. ASTM C-33 Specification for Concrete Aggregate
    - e. ASTM C-39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
    - f. ASTM C-42 Standard Method of Obtaining and Testing Drilled Cored and Sawed Beams of Concrete
    - g. ASTM C-150 Specification for Portland Cement
    - h. ASTM C-260 Standard Specification for Air Entrained Admixtures for Concrete
    - i. ASTM C-309 Standard Specification for Liquid Membrane - Forming Compounds for Curing Concrete
    - j. ASTM E-329 Specification for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as used in Construction

- k. Additional ASTM numbers are noted in later text.
- l. AMERICAN CONCRETE INSTITUTE (ACI)
- m. ACI 301 Specification for Structural Concrete in Buildings
- n. ACI 305 Recommended Practice for Hot Weather Concreting
- o. ACI 306 Recommended Practice for Cold Weather Concreting
- p. ACI 318 Building Code Requirements for Reinforced Concrete
- q. ACI 506 Guide to Shotcrete
- r. ACI 506.2 Specification for Materials, Proportioning and Application of Shotcrete

#### 1.4 SUBMITTALS

- A. Submit in accordance with Section 01300
- B. Products to be used.
- C. Contractor's plan for confining dust.

#### 1.5 APPLICATOR QUALIFICATIONS

- A. The Contractor shall have three years of experience in performing work similar to that shown in the drawings and specifications. The foreman of the shotcrete crew shall have a minimum of two years experience as a shotcrete nozzleman, finisher and gunman. The nozzleman shall have certification or a minimum 3000 hours experience as a nozzleman and completed at least two similar applications as a nozzleman.
- B. The Contractor shall submit a list of three projects in which similar work to that specified was successfully completed. This list shall contain the following for each of the three projects:
  - 1. Project Name
  - 2. Owner of project
  - 3. Owner's representative, address and phone number
  - 4. One-sentence description of work
  - 5. Cost of this shotcrete work
  - 6. Total restoration cost of project
  - 7. Date of completion
- C. The sum of the costs for shotcrete work of the five projects provided above shall be a minimum of \$500,000.

### PART 2 PRODUCTS

#### 2.1 SHOTCRETE MATERIAL

- A. "SikaShot NS" by Sika Corporation
- B. "Shotpatch 21" by Degussa Building Systems



- C. "Specpatch MSA" by Spec Mix
- D. "King MS-D3" by King
- E. Or approved equal
- F. Products whether noted or not shall be less than 50,000 ohm cm in resistivity. Contractor shall submit manufacturer's test data stating such.

## 2.2 WATER

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

## 2.3 DELIVERY, STORAGE AND HANDLING

- A. Materials shall be stored in weathertight enclosures which shall provide protection from dampness and contamination.

# PART 3 - EXECUTION

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

- A. The Engineer will locate and mark the areas to be repaired. The Engineer will determine the extent and depth of areas to be repaired. Air hammers greater than 30 pounds shall not be used for chipping of concrete without the approval of the Engineer. Extreme care must be exercised to prevent damage to main reinforcing bars. The final surface to be shotcreted shall be roughened and of a uniform depth. Sawcut or chip edges to a depth compatible with the depth and type of repair.
- B. The existing reinforcing bars shall remain in place. After the removal of deteriorated concrete, all exposed reinforcing bars shall be thoroughly cleaned by sandblasting. Reinforcing bars with less than 90% of their original area remaining shall be supplementary reinforced with new reinforcement bars. Lapped reinforcing should not be tied together; they should be separated by at least 2" wherever possible.
- C. All added reinforcing bars where required and existing reinforcing shall be secured and supported in such a manner that displacement by gunning is prevented. Reinforcing shall have a shotcrete cover no less than that specified on the original drawing.
- D. Before shotcrete is applied, the surfaces shall be sandblasted to roughen the surface and remove any dirt, paint, oils or other foreign substances from the concrete surface. The area shall be blown clean of all dust or loose material with compressed air.
- E. Prior to commencing shotcrete work, the surface shall be wet down until it is damp but without visible free water.

## 3.2 PLACEMENT OF SHOTCRETE

- A. Prior to commencing shotcrete work, the surface shall be saturated surface dry.

- B. The provisions of "Guide to Shotcrete" (ACI 506) and "Specification for Materials, Proportioning and Application of Shotcrete" (ACI 506.2) should be followed insofar as they apply to the work.
- C. The thickness of any given layer of shotcrete shall be such as to preclude sagging or falling away. If wind or air currents cause separation of the nozzle stream during placement, shotcreting shall be discontinued or suitable means shall be provided to screen the nozzle stream.
- D. The surface of freshly placed shotcrete shall be broomed or scraped to remove any loose material if additional layers of shotcrete are to be applied thereto after hardening. Such surfaces shall also be dampened before applying succeeding layers.
- E. No shotcrete shall be placed if drying or stiffening of mix takes place at any time prior to delivery to the nozzle. Under no circumstances shall any rebound or previously expended material be included in the work or used in the shotcrete mix.
- F. Provide Visqueen (or equal) as floor protection before discharging material towards floor while correcting or adjusting shotcrete output. Protect surfaces not being repaired including but not limited to walls, columns, painted surfaces and vehicles, and prevent shotcrete material from escaping the outer limits of the project.
- G. If during the placement of shotcrete there is any overspray on adjacent surfaces including replacement subsequently to be shotcreted, all such overspray or rebound shall be removed prior to final set and before placement of shotcrete on such surfaces.
- H. Shotcrete which lacks uniformity, exhibits segregation, honeycombing or lamination, or which contains any dry patches, voids or sand pockets shall be removed and replaced at Contractor's expense.
- I. The nozzle shall be held at such a distance and angle so that material shall be fully placed behind reinforcement before any material is allowed to accumulate on its face.
- J. Provide alignment wires to establish thickness and plane surfaces. Install alignment wires at corners and offsets not established by form work. Ensure alignment wires are tight, true to line and placed to allow further tightening.
- K. The Engineer shall be notified at least 48 hours in advance of shotcreting work.

### 3.3 FINISHING

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

### 3.4 CURING

- A. Freshly applied shotcrete shall be protected from premature drying and temperatures below 40°F and shall be maintained with minimal moisture loss at a relatively constant temperature.
- B. Shotcrete shall be kept continuously moist for at least 7 days. The following method shall be used:
  - 1. Applying a curing compound in accordance with ASTM C-309 "Specifications for Liquid Membrane - Forming Compounds for Curing Concrete". To assure uniform coverage, two applications shall be made; the second shall be within an hour of the first application. Curing compounds shall not be used on any surface which additional shotcrete or other cementitious materials are to be bonded. Compound shall be Type 1 – clear or translucent without dye. Curing compound should be free from substances that may be injurious to concrete and be free from elements that will cause staining.

### 3.5 LIMITATIONS OF OPERATIONS

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

END OF SECTION

## SECTION 03730

### PATCHING OF STRUCTURAL CONCRETE

#### PART 1 GENERAL

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

#### 1.1 SUMMARY

- A. Include all materials, labor, services and incidentals necessary for the completion of this section of the work.
- B. Furnish labor, material, equipment and tools for repair of topside and underside spalled concrete beams and slabs and vertical column and wall surfaces as indicated on the drawings and as specified.
- C. Contractor shall assume Total Responsibility Guarantee for Material and Labor.
- D. A pre-construction meeting will be required with the Contractor in order to coordinate the work schedule and inspection required by the Engineer.

#### 1.2 RELATED WORK

- A. Related work specified elsewhere:
  - 1. Removal of Existing Concrete and Surface Preparation – Section 02075
  - 2. Low Water/Cement Ratio Concrete – Section 03340
  - 3. Shotcrete – Section 03360

#### PART 2 PRODUCTS

#### 2.1 ACCEPTABLE PRODUCTS

- A. At Level Three  
Overhead and Vertical
  - 1. “SikaRepair SHB” by Sika Corporation
  - 2. “HBA” by ThoRoc
  - 3. Or approved equal.  
Horizontal
  - 4. “SikaRepair 222” by Sika Corporation
  - 5. “Emaco T430” by Degussa Building Systems
  - 6. Or approved equal
- B. At Level Seven  
Overhead and Vertical
  - 1. “Emaco S88 CI” by BASF
  - 2. Or approved equal with corrosion inhibitor

Horizontal

3. "Emaco S66 CI" by BASF
  4. Or approved equal with corrosion inhibitor
- C. Consult with manufacturers for product limitations.
- D. All patch materials whether noted or not shall be less than 50,000 ohm cm in resistivity. Contractor shall submit manufacturer's test data stating such.

## PART 3 EXECUTION

### 3.1 PREPARATION OF SURFACES TO RECEIVE PATCHING CONCRETE

- A. Remove all unsound material, dirt, oil, grease and other bond-inhibiting materials. Continue removal until there are no offsets in the cavity which will cause an abrupt change in thicknesses of the patching concrete. Remove concrete around exposed reinforcing steel to provide a minimum  $\frac{3}{4}$ " clearance between the bar and the concrete.
- B. Remove rust on exposed reinforcing steel by sandblasting. Loose concrete should be removed from reinforcing bars.
- C. The concrete substrate shall be saturated surface dry with no standing water prior to application.
- D. The concrete substrate shall be saturated for a minimum of two hours prior to application
- E. Conform to additional specific preparation requirements specified by the manufacturer or ACI Standard for each patching product as applicable.

### 3.2 MIXING, APPLICATION, AND FINISHING

- A. Conform to manufacturer's specifications or ACI Standard for each patching product, as applicable.
- B. Finished surface shall be struck off flush with existing surfaces. Finish shall match existing or be lightly brushed.

### 3.3 CURING

- A. Concrete shall be maintained above 50°F and in a moist condition for at least the first 3 days after placing.
- B. Curing shall be accomplished by burlap covers kept continuously wet, continuous waterproof paper or 4 mil polyethylene sheeting conforming to ASTM C-171 with edges lapped and tightly sealed by sand, wood planks, pressure-sensitive tape, mastic or glue.

- C. For concrete surfaces receiving no overlay a spray applied curing compound may be used in accordance with ASTM C-309. Two applications shall be made; the second shall be within an hour of the first application.
- D. The concrete shall be sounded by the Contractor in the presence of the Engineer with a chain drag after the curing time. Any hollowness shall be corrected by the Contractor by removing the concrete at these locations and recasting at no extra cost to the Owner.
- E. Adequate protection shall be provided for concrete during freezing or near freezing weather. All concrete materials, reinforcement, forms, filler and ground with which concrete is to come in contact shall be free of frost, ice and snow. Whenever air temperature is below 40°F, the minimum temperature of concrete when discharged shall be 65°F and concrete during the required curing period shall be maintained at a temperature not less than 50°F. Throughout heating period concrete shall be kept moist as specified. Placement and curing of concrete during cold weather shall conform to requirements of ACI 306R.
- F. Placement and curing of concrete during hot weather shall be in conformance with the requirements of ACI 305R.

END OF SECTION

## SECTION 07900

### CRACK AND JOINT SEALANTS

#### PART 1 GENERAL

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

#### 1.1 WORK INCLUDED

- A. Include all materials, labor, services and incidentals necessary for the completion of this section of the work.
- B. Sealants are required at, but are not necessarily limited to the following general locations:
  - 1. Routed random cracks, concrete control joints and construction joints.
  - 2. Isolation joints between structure and other elements.
  - 3. Joints at penetrations of walls, decks and floor by piping and other services and equipment.
  - 4. Specific drawing details requiring caulking. Wherever caulking is called for on drawings it shall mean "sealant".
  - 5. The General Contractor shall water test the floor areas where sealant work is to be performed to identify new cracks or faulty existing sealed cracks.
  - 6. Removal and replacement of sealant from around columns and along parapet walls at the intersection of the slab overlay and the column/parapets as directed by the Engineer.

#### 1.2 SUBMITTALS

- A. Submit in accordance with Section 01300.
- B. MANUFACTURER'S DATA
  - 1. Submit three copies of manufacturer's specifications, recommendations and installation instructions for each type of sealant, caulking compound and associated miscellaneous material required. Include manufacturer's published data, letter of certification or certified test laboratory report indicating that each material complies with the requirements and is intended generally for the applications shown. Show by transmittal that one copy of each recommendation and instruction has been distributed to the installer.
- C. SAMPLES
  - 1. Submit samples of each color required for each type of sealant or caulking compound exposed to view. Compliance with all other requirements is the exclusive responsibility of the Contractor.

### 1.3 GUARANTEE

- A. The sealant manufacturer shall furnish the Owner with a written single-source performance guarantee agreeing to repair or replace sealants which fail to perform as airtight and watertight joints or fail in joint adhesion, cohesion, abrasion resistance, weather resistance, extrusion resistance, migration resistance, stain resistance or general durability or appear to deteriorate in any other manner not clearly specified by submitted manufacturer's data as an inherent quality of the material for the exposure indicated. Sealant must be installed per manufacturer's installation requirements.
- B. Guarantee period shall be five years from the date of substantial completion.

### 1.4 APPLICATOR QUALIFICATIONS

- A. The Contractor shall have a minimum of three years of experience in performing work similar to that shown in the drawings and specifications.
- B. The Contractor shall submit a list of five projects in which similar work to that specified was successfully completed. This list shall contain the following for each of the five projects:
  - 1. Project name
  - 2. Owner of project
  - 3. Owner's representative, address and telephone number
  - 4. One-sentence description of work
  - 5. Cost of portion of work similar to that specified in this section
  - 6. Total restoration cost of projects
  - 7. Date of completion of work
- C. The sum of costs of the projects shall be a minimum of \$50,000.00.

## PART 2 PRODUCTS

### 2.1 SEALANT

- A. Traffic-bearing, two component, Type 1 self-leveling, as applicable, unmodified polyurethane sealant containing no asphalt, fillers or plasticizers. Follow all manufacturer's previously submitted recommendations for type required at joints. Sealants shall conform to Federal Specification TT-S-00227E.
- B. Acceptable Productions and Manufacturers:
  - 1. "Sikaflex-2C NS/SL" by Sika
  - 2. "Sonolastic SL2" by Sonneborn
  - 3. "THC-900/901" by Tremco
  - 4. Or Approved Equal

### 2.2 JOINT CLEANER

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



### 2.3 JOINT PRIMER/SEALER

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

### 2.4 BOND BREAKER TAPE

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

### 2.5 SEALANT BACKER ROD

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

## PART 3 EXECUTION

### 3.1 PRE-INSTALLATION MEETING

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

### 3.2 WEATHER CONDITIONS

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

### 3.3 JOINT SURFACE PREPARATION

- A. Clean joint surfaces immediately before installation of sealant or caulking compound. Remove dirt, insecure coatings, moisture and other substances which would interfere with bond of sealant or caulking compound.
- B. The installer must examine the joint surfaces, backing and anchorage of units forming sealant rabbet and conditions under which the sealant work is to be performed and notify the Contractor in writing of any conditions detrimental to the proper and timely completion of the work and performance of the sealants.

Do not proceed with the sealant work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

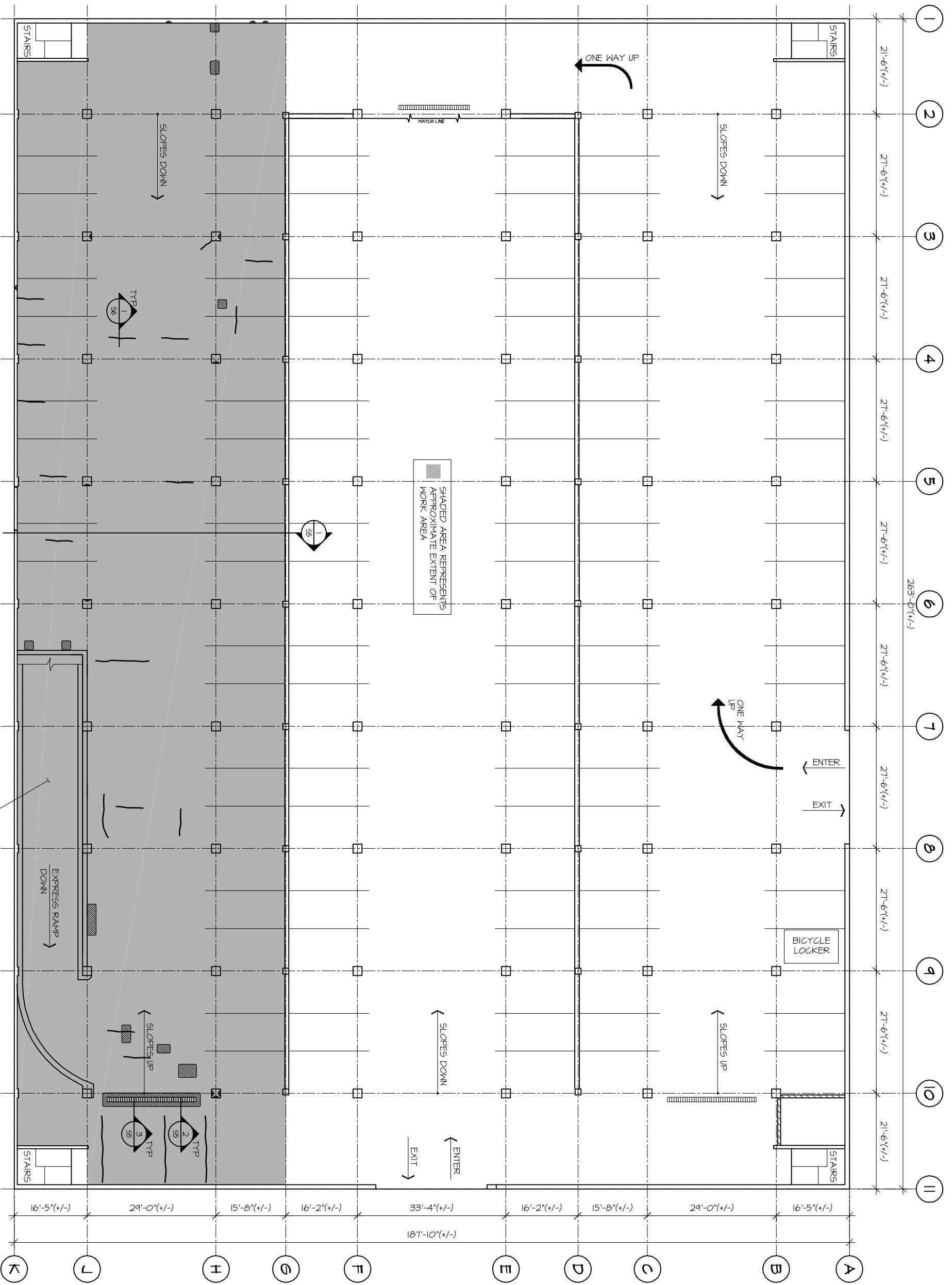
### 3.4 INSTALLATION

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

### 3.5 CURE AND PROTECTION

- A. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability.
- B. The installer shall advise the Contractor of procedures required for the curing and protection of sealants and caulking compounds during the construction period so that they will be without deterioration or damage (other than normal wear and weathering) at the time of Owner's acceptance.
- C. After completion of all or a substantial portion of the sealant work, the Contractor shall water test the structure and demonstrate to the satisfaction of the Engineer that the structure is waterproofed.

END OF SECTION



**LEGEND**

	DETERIORATED CONCRETE
	CRACK

GENERAL NOTES:  
 1) DETAIL AND SECTION MARKS SHOWN ARE REPRESENTATIVE OF AREAS TO BE REPAIRED. ACTUAL FIELD CONDITIONS MAY DIFFER FROM THAT SHOWN.

**THIRD FLOOR TOPSIDE PLAN**  
 SCALE: NONE



THE LOCATION OF DETERIORATED CONCRETE AND CRACKS SHOWN ARE FOR REFERENCE PURPOSES ONLY. DETERIORATED CONCRETE AND CRACKS TO BE REPAIRED WILL BE DESIGNATED BY THE ENGINEER AT THE TIME OF CONSTRUCTION.

CONTRACTORS ARE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, TEMPORARY SUPPORTS, SHORING, AND FORMING TO SUPPORT IMPOSED LOADS AND OTHER SIMILAR ITEMS.

Revisions:		No.	Date:	By:
Project Number:		Designed By:		
0800003		KMG		
Date Issued:		Reviewed By:		
2/11/08		JUE		

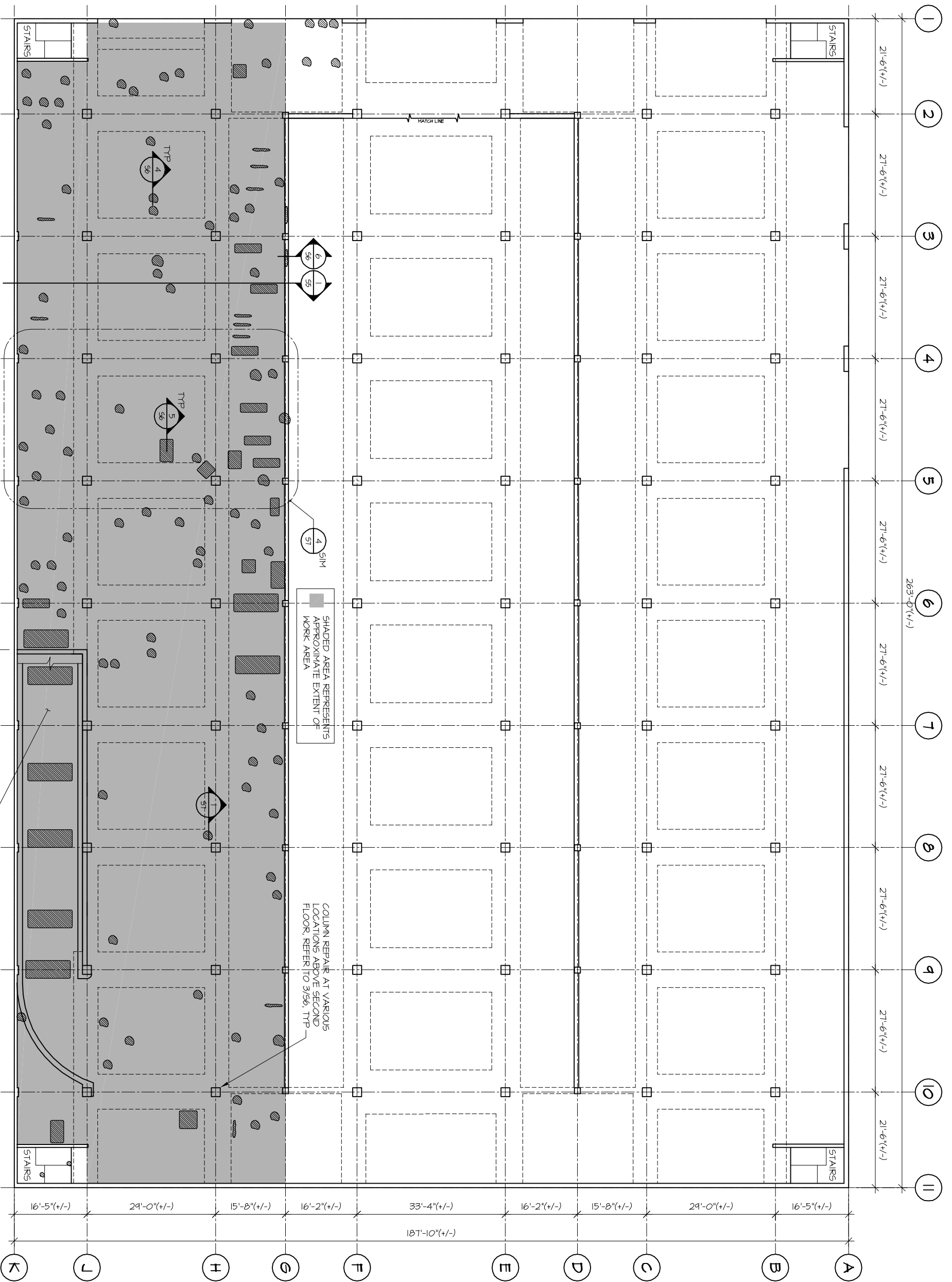
Sheet Number:  
**S1**

Sheet Title:  
**THIRD FLOOR TOPSIDE PLAN**

**CAPITOL SQUARE SOUTH PARKING RAMP**  
 2008 RESTORATION  
 MADISON, WISCONSIN  
 DANE COUNTY

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**GENERAL NOTES:**

1) DETAIL AND SECTION MARKS SHOWN ARE REPRESENTATIVE OF AREAS TO BE REPAIRED. ACTUAL FIELD CONDITIONS MAY DIFFER FROM THAT SHOWN.

**1 THIRD FLOOR UNDERSIDE PLAN**  
SCALE: NONE



EXPRESS RAMP PASSES THROUGH THIRD FLOOR FROM FOURTH FLOOR. CONTRACTOR: HIGH CEILING WORK.

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SHADED AREA REPRESENTS APPROXIMATE EXTENT OF WORK AREA

COLUMN REPAIR AT VARIOUS LOCATIONS ABOVE SECOND FLOOR. REFER TO 3/56, TYP

Revisions		By	
No.	Date	Checked	By

Project Number: **080003**  
 Date Issued: **2/11/08**  
 Designed By: **KMG**  
 Reviewed By: **JUE**

Sheet Number: **S2**

Sheet Title:  
**THIRD FLOOR UNDERSIDE PLAN**

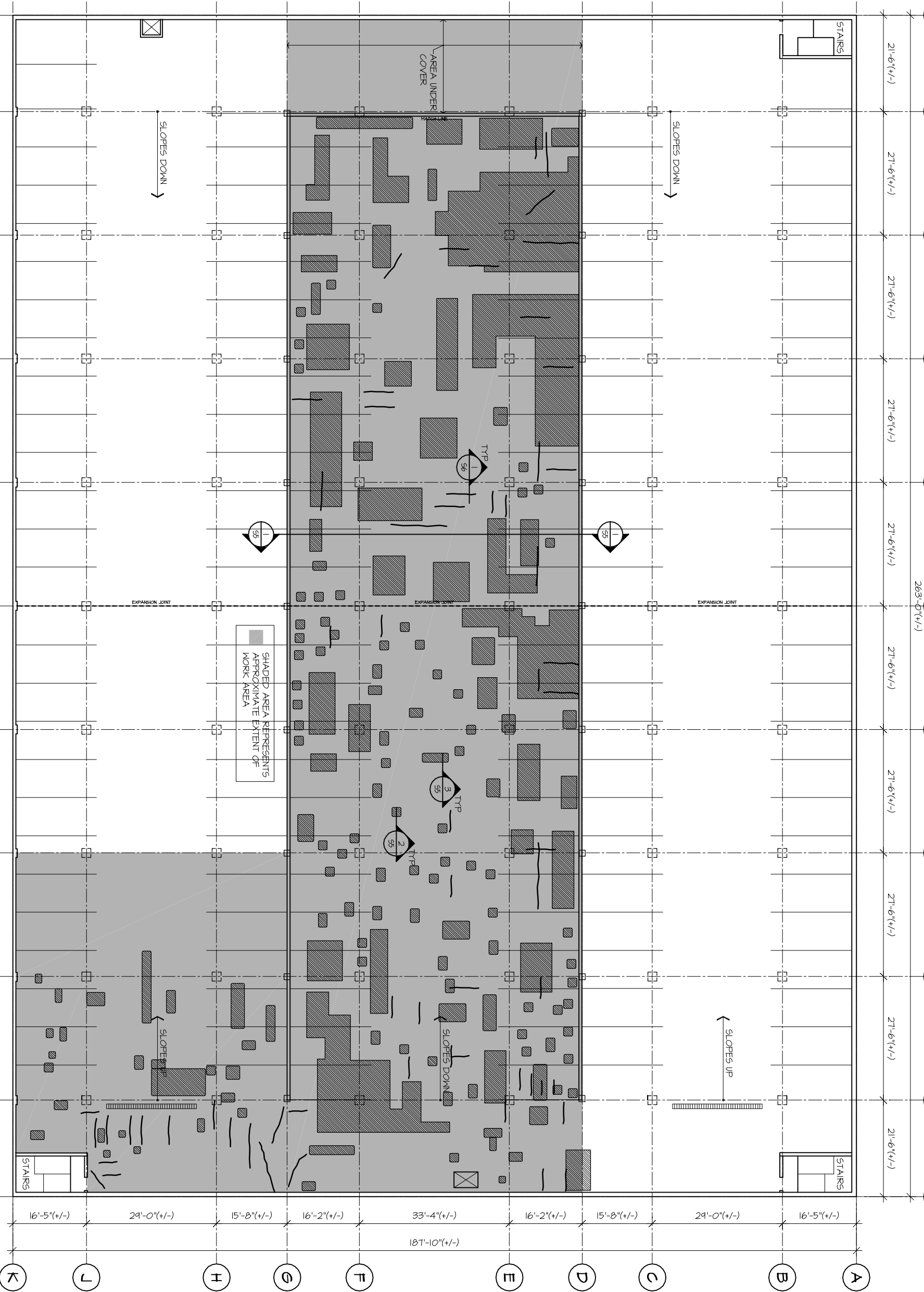
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 2008 RESTORATION  
 MADISON, WISCONSIN  
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 MILWAUKEE, WISCONSIN (414) 224-5000  
 FAX: (608) 271-8530

Consultant:

1 2 3 4 5 6 7 8 9 10 11



**LEGEND**

- DETERIORATED CONCRETE
- CRACK

GENERAL NOTES:  
 1) DETAIL AND SECTION MARKS SHOWN ARE REPRESENTATIVE OF AREAS TO BE REPAIRED. ACTUAL FIELD CONDITIONS MAY DIFFER FROM THAT SHOWN.

**SEVENTH FLOOR TOPSIDE PLAN**  
 SCALE: N/A



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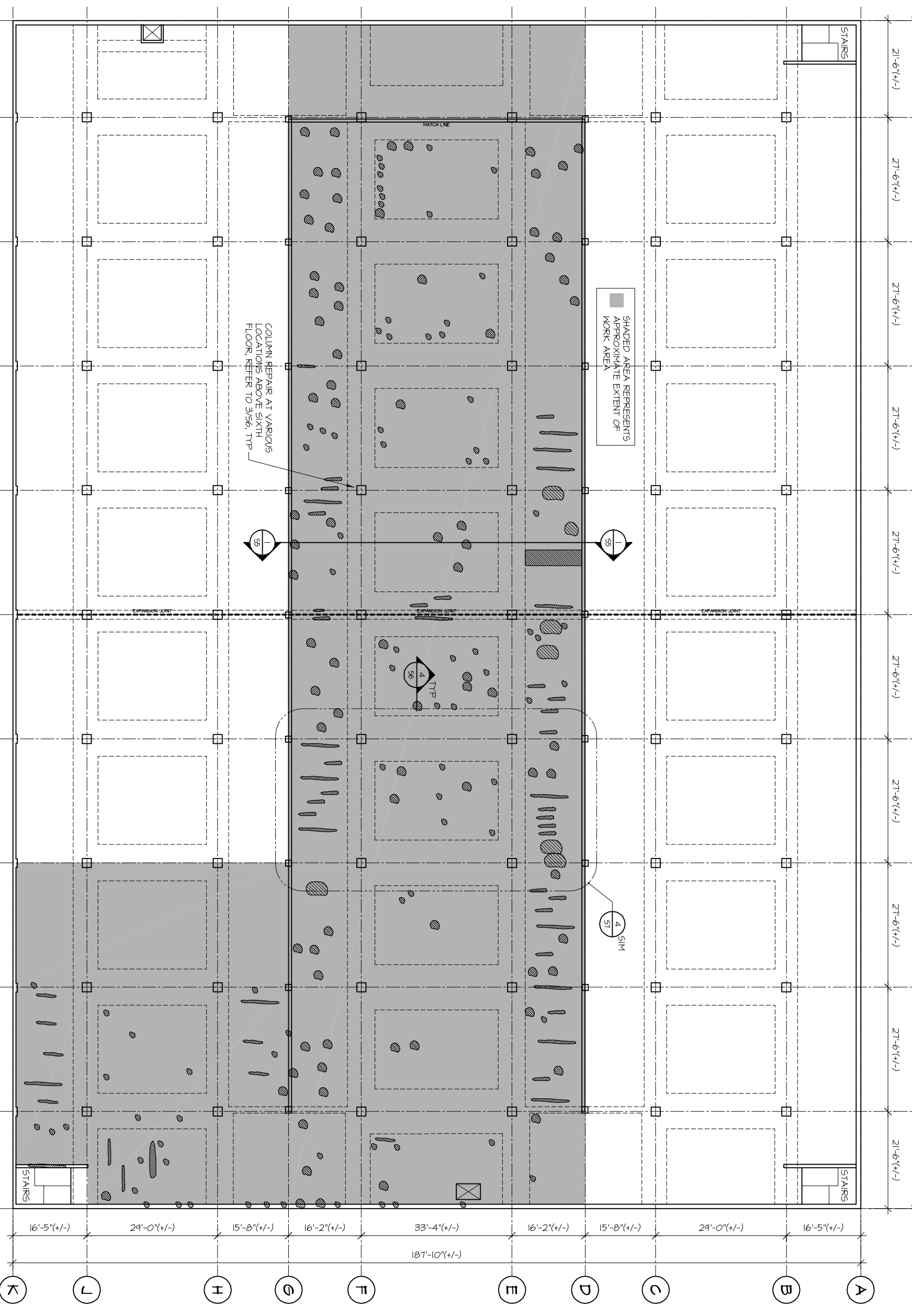
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**SEVENTH FLOOR TOPSIDE PLAN**

Revisions	
No.	Description

Project Number:	0800003	Designed By:	KMG
Date Issued:	2/11/08	Reviewed By:	JUE
Sheet Number:	<b>S3</b>		

1 2 3 4 5 6 7 8 9 10 11

21'-6"(+/-) 21'-6"(+/-) 21'-6"(+/-) 21'-6"(+/-) 21'-6"(+/-) 263'-0"(+/-) 21'-6"(+/-) 21'-6"(+/-) 21'-6"(+/-) 21'-6"(+/-) 21'-6"(+/-) 21'-6"(+/-)



GENERAL NOTES:

1) DETAIL AND SECTION MARKS SHOWN ARE REPRESENTATIVE OF AREAS TO BE REPAIRED. ACTUAL FIELD CONDITIONS MAY DIFFER FROM THAT SHOWN.

**1** SEVENTH FLOOR UNDERSIDE PLAN

SCALE: NONE



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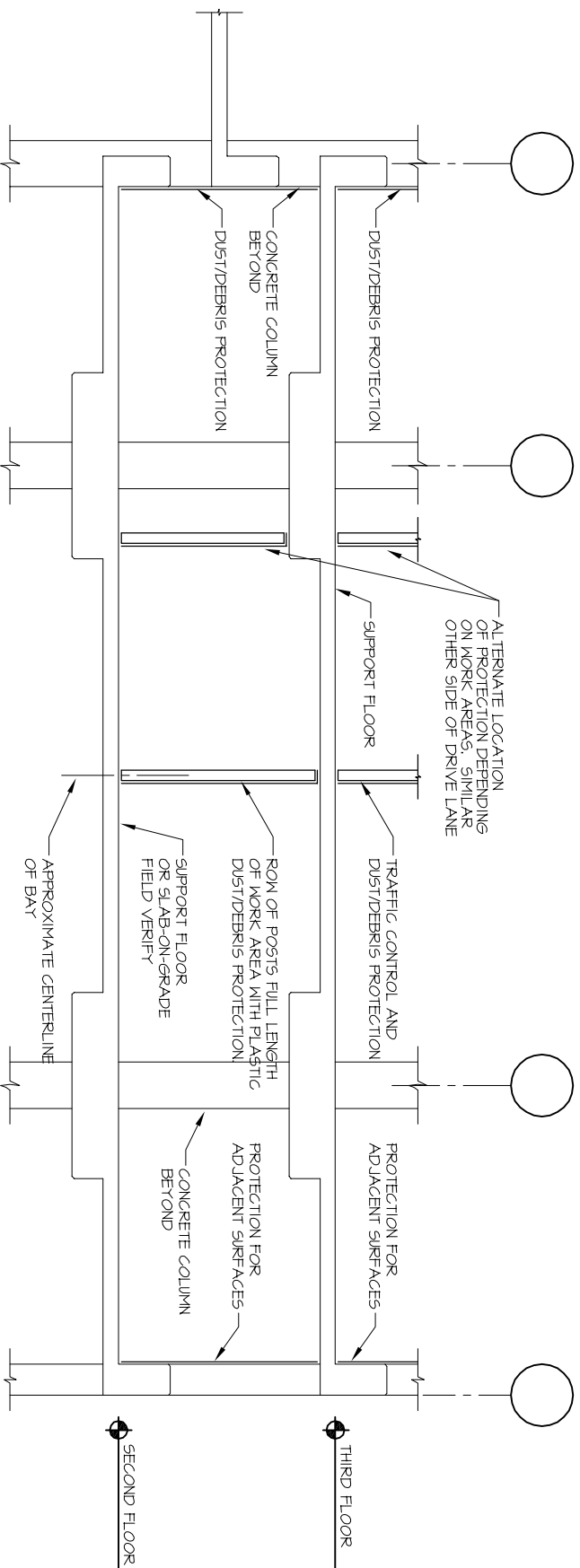
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**SEVENTH FLOOR UNDERSIDE PLAN**

Revisions	No.	Date	Describe	By

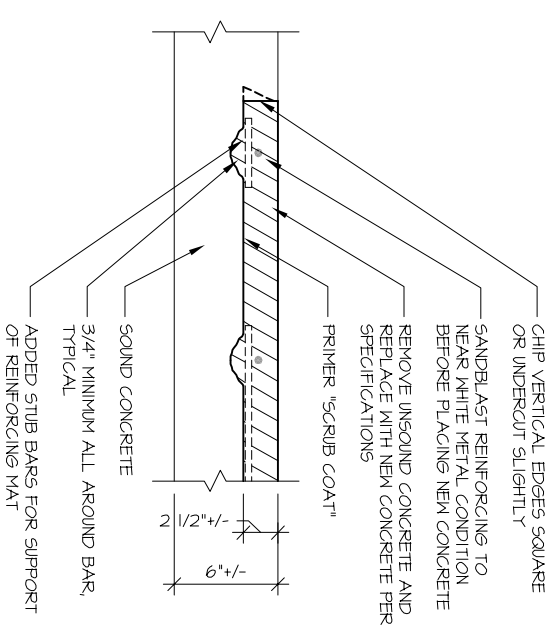
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Date Issued: **2/11/08**    Reviewed By: **JUE**

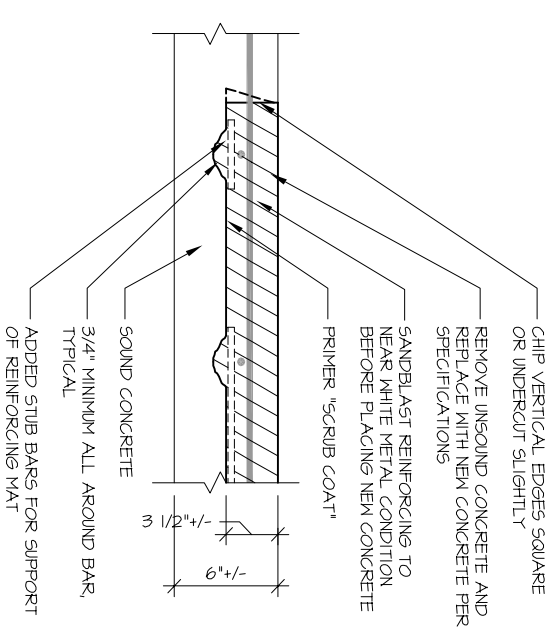
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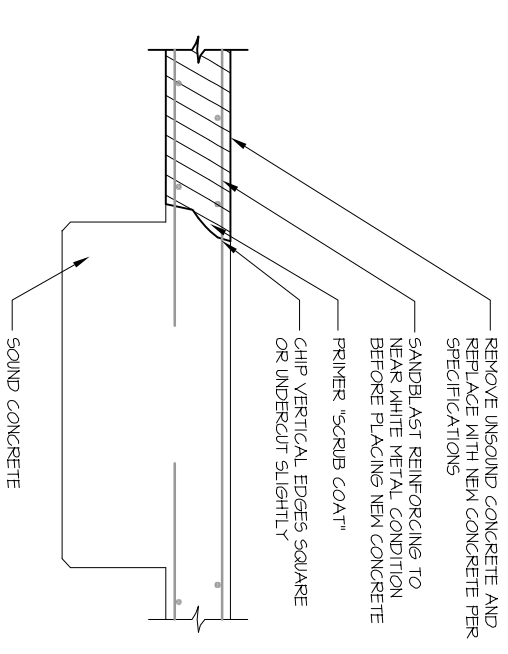
1 BUILDING SECTION - END BAY SHOWN, CENTER BAY SIMILAR  
 SCALE: NONE  
 SECTION SHOWING TRAFFIC CONTROL AND DUST/DEBRIS PROTECTION - REFER TO SPECIFICATIONS



2 TOPSIDE SLAB RESTORATION  
 SCALE: NONE (1 LAYER REINFORCING) BID ITEM NO. 1



3 TOPSIDE SLAB RESTORATION  
 SCALE: NONE (2 LAYERS REINFORCING) BID ITEM NO. 2



4 THRU SLAB REMOVAL DETAIL  
 SCALE: NONE BID ITEM NO. 4

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**CAPITOL SQUARE SOUTH PARKING RAMP**  
 2008 RESTORATION  
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DANE COUNTY

Sheet Title:  
**SECTIONS AND DETAILS**

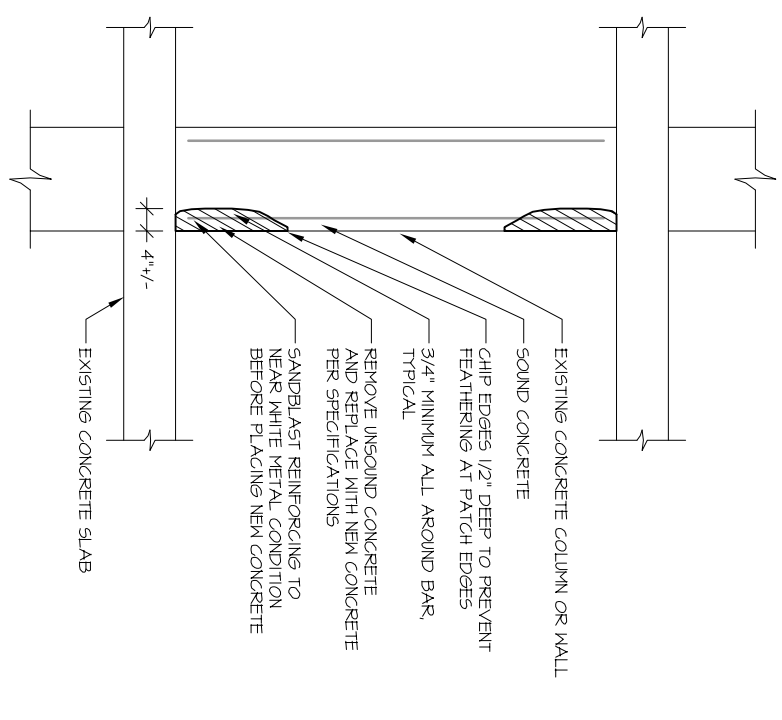
Revisions	Who	Date	Describe	By

Project Number:	080003	Designed By:	KMG
Date Issued:	2/11/08	Reviewed By:	JUE
Sheet Number:	S5		

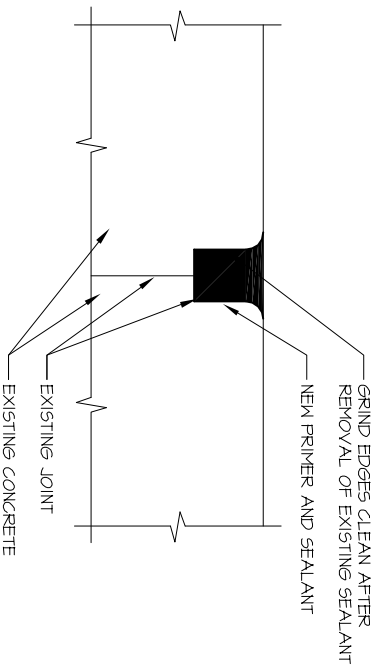
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**SECTIONS AND DETAILS**

Revisions	No.	Date	Describe	By

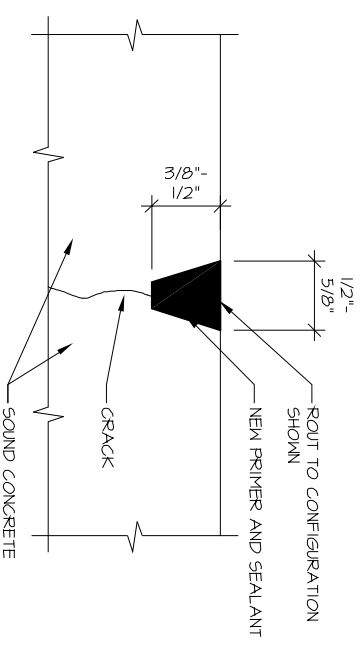
Project Number:	080003
Designed By:	KMG
Date Issued:	2/11/08
Reviewed By:	JUE



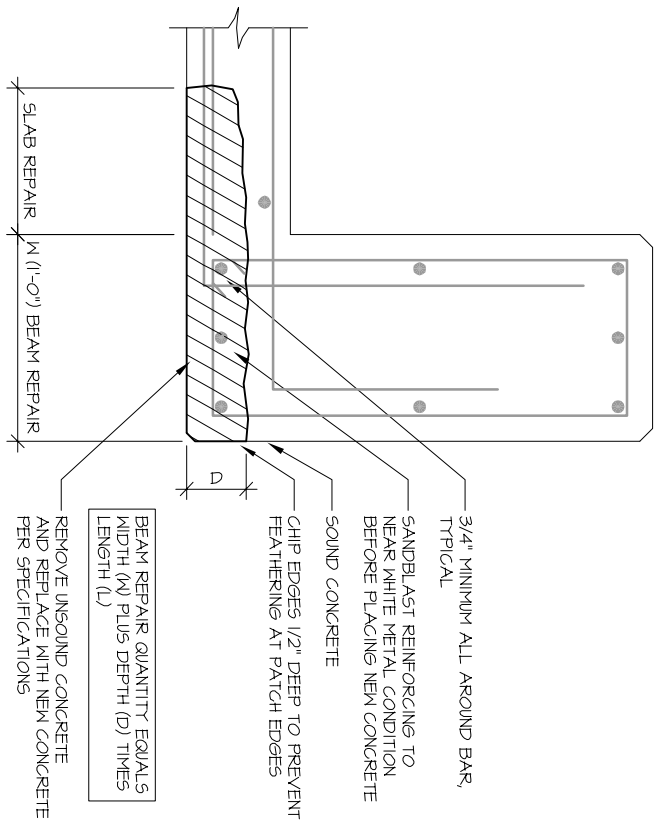
**3 REPAIR AT VERTICAL SURFACES**  
SCALE: NONE  
BID ITEM NO.: 7



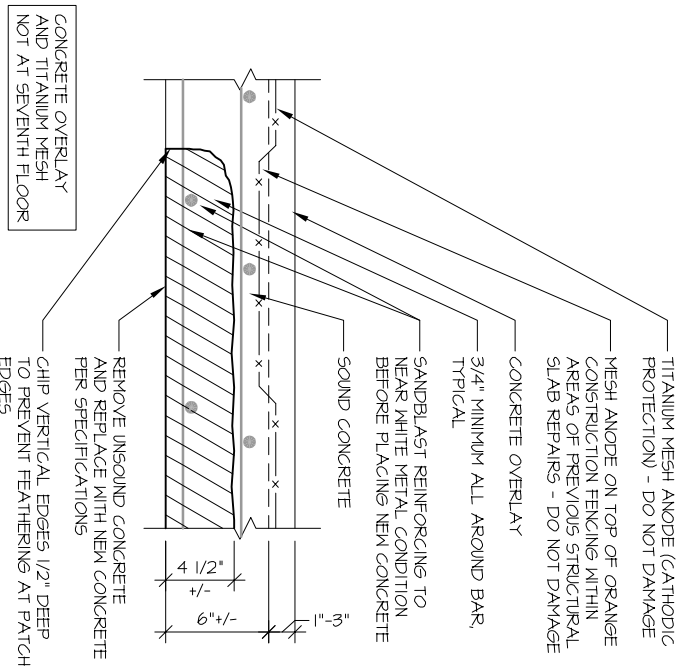
**2 C.J. SEALANT REPLACEMENT**  
SCALE: NONE  
CRACK SIMILAR  
BID ITEM NO.: 5



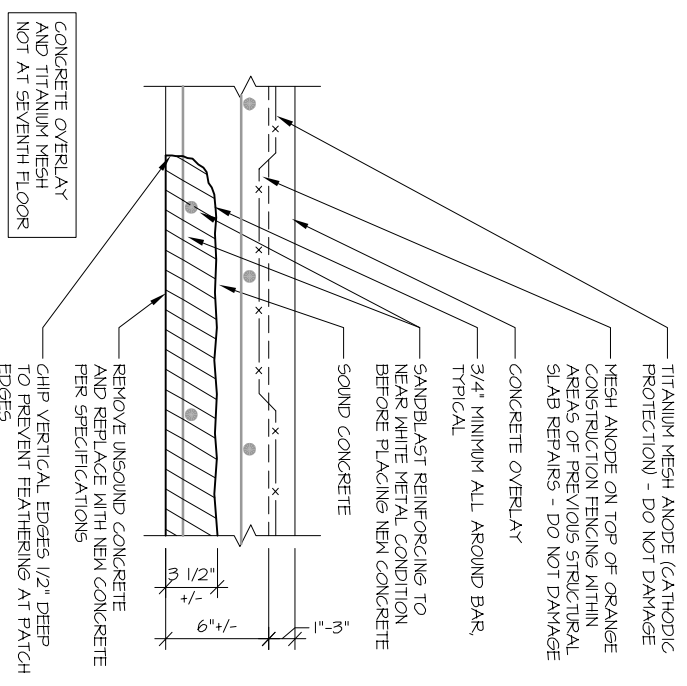
**1 SLAB CRACK REPAIR DETAIL**  
SCALE: NONE  
C.J. SIMILAR  
BID ITEM NO.: 5



**6 BEAM REPAIR AT UPTURNED BEAM**  
SCALE: NONE  
BID ITEM NO.: 10

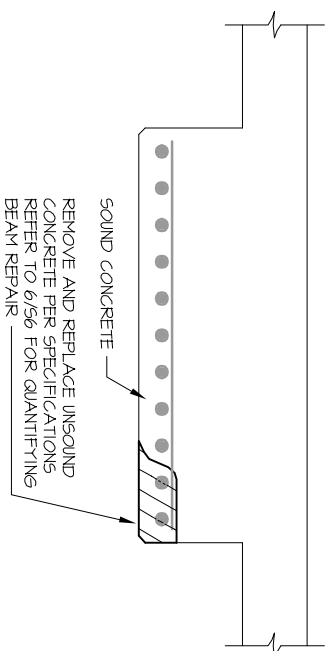


**5 DEEPER UNDERSIDE SLAB RESTORATION**  
SCALE: NONE  
BID ITEM NO.: 4



**4 SHALLOW UNDERSIDE SLAB RESTORATION**  
SCALE: NONE  
BID ITEM NO.: 3

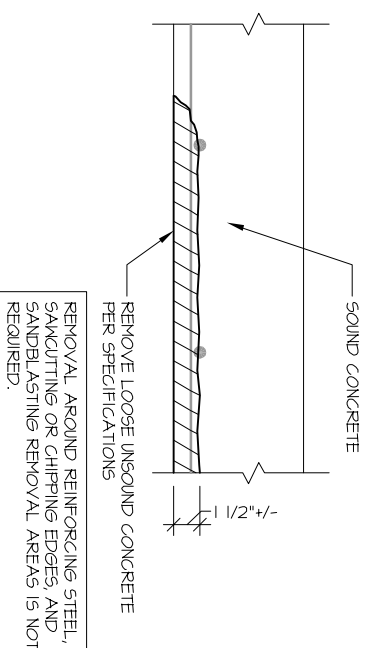




1 BEAM REPAIR DETAIL

51 SCALE: NONE

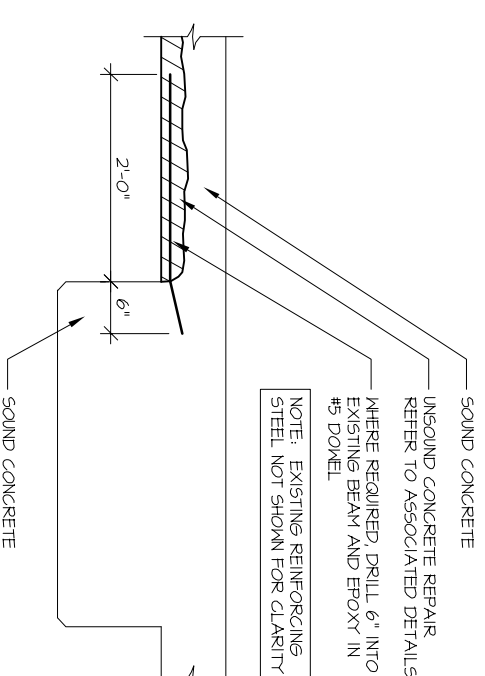
BID ITEM NO. 10



2 KNOCKDOWN OF LOOSE UNDERSIDE OF SLAB CONCRETE

51 SCALE: NONE

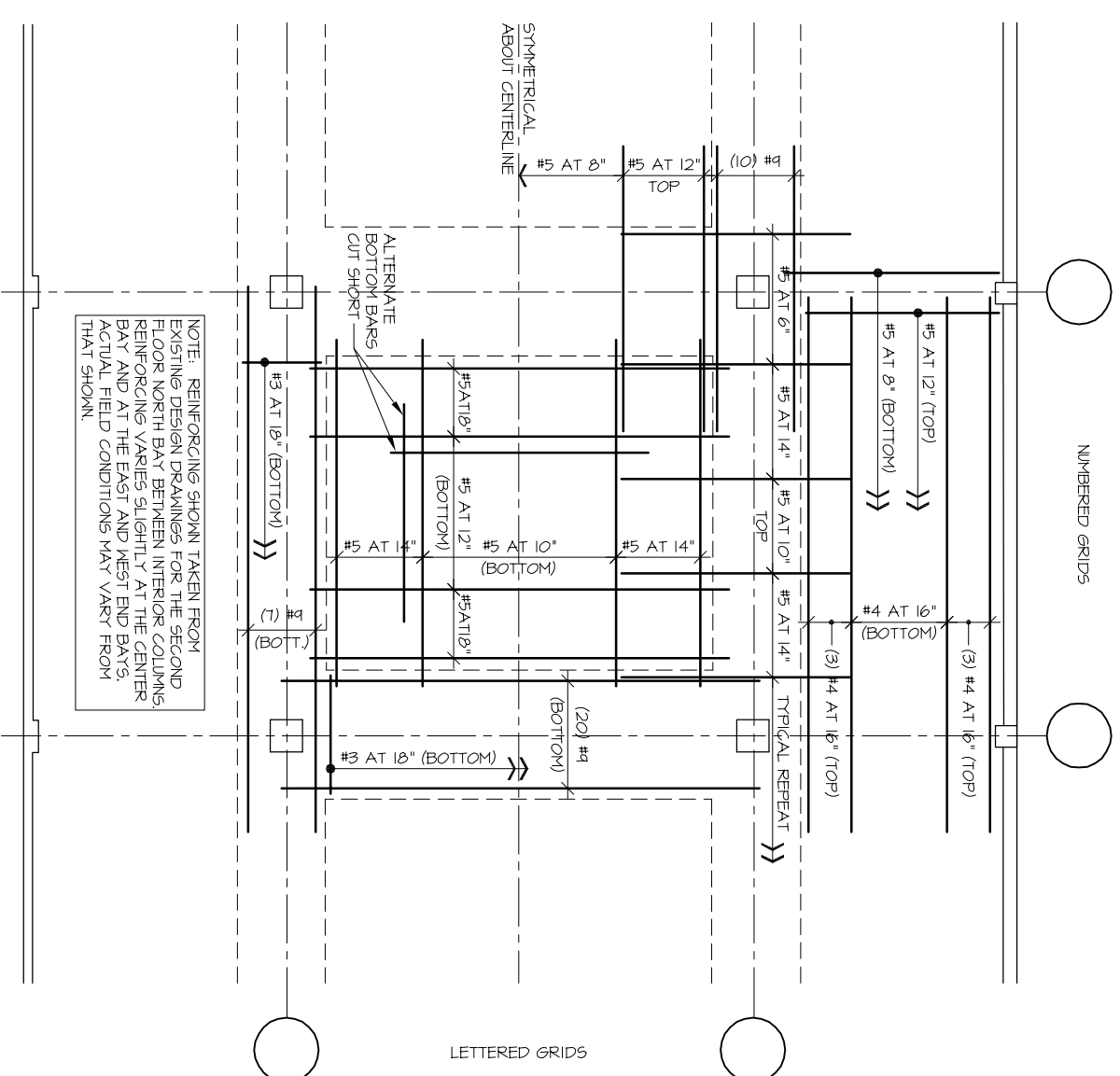
BID ITEM NO. 11



3 SLAB DOWEL DETAIL

51 SCALE: NONE

BID ITEM NO. 12



4 TYPICAL REINFORCING LAYOUT

51 SCALE: NONE

NOTE: REINFORCING SHOWN TAKEN FROM EXISTING DESIGN DRAWINGS FOR THE SECOND FLOOR NORTH BAY BETWEEN INTERIOR COLUMNS. REINFORCING VARIES SLIGHTLY AT THE CENTER BAY AND AT THE EAST AND WEST END BAYS. ACTUAL FIELD CONDITIONS MAY VARY FROM THAT SHOWN.



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**CAPITOL SQUARE SOUTH PARKING RAMP**  
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MADISON, WISCONSIN

DANE COUNTY

Sheet Title:  
SECTIONS AND DETAILS

Revisions	
No.	By

Project Number:	080003	Designed By:	KMG
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