

**RFB NO. 312010**



## **CONSTRUCTION DOCUMENTS PROJECT MANUAL**

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,  
HIGHWAY AND TRANSPORTATION

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

### **REQUEST FOR BIDS NO. 312010 2012 RESTORATION CAPITOL SQUARE SOUTH PARKING RAMP 113 SOUTH HENRY STREET MADISON, WISCONSIN**

Opening Date / Time: **THURSDAY, JUNE 21, 2012/ 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

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

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FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

JOHN SCHRAUFNAGEL, PROJECT ENGINEER  
DANE COUNTY DEPARTMENT OF PUBLIC WORKS,  
HIGHWAY & TRANSPORTATION  
1919 ALLIANT ENERGY CENTER WAY  
MADISON, WISCONSIN 53713  
TELEPHONE NO.: 608/575 - 3374  
FAX NO.: 608/267-1533  
E-MAIL: [SCHRAUFNAGEL@COUNTYOFDANE.COM](mailto:SCHRAUFNAGEL@COUNTYOFDANE.COM)

## DOCUMENT INDEX FOR RFB NO. 312010

### PROCUREMENT AND CONTRACTING REQUIREMENTS

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Best Value Contracting Application  
Sample Public Works Contract  
Sample Bid Bond  
Sample Performance Bond  
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General Conditions of Contract  
Supplementary Conditions  
Prevailing Wage Rates

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01 00 00 Basic Requirements  
01 15 10 Unit Pricing  
01 74 09 Recycling

### DIVISION 02 – EXISTING CONDITIONS

02 41 49 Selective Structure Demolition

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03 21 00 Concrete Reinforcement  
03 37 12 Gunite  
03 37 13 Shotcrete

### DIVISION 05 – METALS

05 50 00 Metal Fabrications

### DIVISION 07 – THERMAL AND MOISTURE PROTECTION

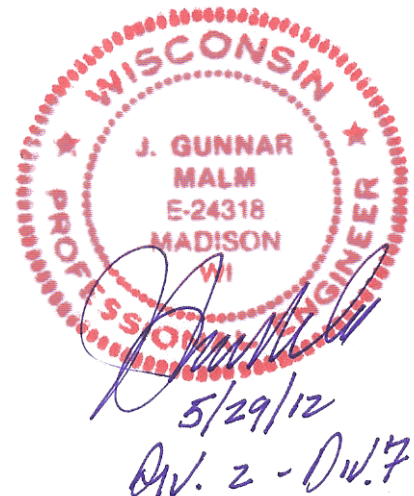
07 18 17 Broadcast Overlay System  
07 19 10 Epoxy Crack Healer – Penetrating Sealer  
07 92 13 Elastomeric Joint Sealant

### DRAWINGS

To be printed to correct scale or size, plot sheets on 30" x 42" (E1) paper

T0-01 Title Page  
S1-01 Topside Plans 5, 4, 3, 1  
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END OF SECTION



## **LEGAL NOTICE**

### **INVITATION TO BID**

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

**2:00 P.M., THURSDAY, JUNE 21, 2012**

#### **REQUEST FOR BIDS NO. 312010**

#### **2012 RESTORATION CAPITOL SQUARE SOUTH PARKING RAMP 113 SOUTH HENRY STREET MADISON, WISCONSIN**

Dane County is inviting Bids for construction services primarily consisting of cast-in-place concrete repairs to slab, beam, columns & stair tower structure in selected areas.

Request for Bids package may be obtained at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608-266-4018, or downloading it from [www.countyofdane.com/pwht/bid/logon.aspx](http://www.countyofdane.com/pwht/bid/logon.aspx). Please call John Schraufnagel, Project Engineer, at 608-266-4798 or 608-838-3747, or Ron Bernhagen at 608-288-1108, for any questions or additional information.

All Bidders must be a registered vendor with Dane County & pay an annual registration fee & must be pre-qualified as a Best Value Contractor before award of Contract. Complete Vendor Registration Form at [www.danepurchasing.com/registration](http://www.danepurchasing.com/registration) or obtain one by calling 608/266-4131. Complete Pre-qualification Application for Contractors at [www.countyofdane.com/pwht/BVC\\_Application.aspx](http://www.countyofdane.com/pwht/BVC_Application.aspx) or obtain one by calling 608/266-4018.

A non-mandatory facility tour will be held on Tuesday, June 12, 2012 at 10:00 a.m. at the Capitol Square South Parking Ramp, starting in the lower level office.

**PUBLISH:    MAY 24 & 31, 2012 – WISCONSIN STATE JOURNAL**

**MAY 24 & 31, 2012 – THE DAILY REPORTER**

# INSTRUCTIONS TO BIDDERS

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### 1. GENERAL

- A. Before submitting Bid, bidder shall thoroughly examine all Construction Documents. Successful Bidder shall be required to provide all the Work that is shown on Drawings, set forth in Specifications, or reasonably implied as necessary to complete Contract for this project.
- B. Bidder shall visit site to become acquainted with adjacent areas, means of approach to site, conditions of actual site and facilities for delivering, storing, placing, and handling of materials and equipment.
- C. Pre-bid meeting is scheduled on Tuesday, June 12, 2012 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. The contact person for the pre-bid tour is Ronald Bernhagen at Gunnar Malm & Associates, 608-288-1108.
- D. Additional visits at other times can also be arranged. Coordinate site access activities with Facility Manager, Jon Walker, 608/266-4363. All questions shall be directed to Ronald Bernhagen at Gunnar Malm & Associates, 608-288-1108.
- E. Failure to visit site or failure to examine any and all Construction Documents will in no way relieve successful Bidder from necessity of furnishing any necessary materials or equipment, or performing any work, that may be required to complete the Work in accordance with

Drawings and Specifications. Neglect of above requirements will not be accepted as reason for delay in the Work or additional compensation.

## **2. DRAWINGS AND SPECIFICATIONS**

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

## **3. INTERPRETATION**

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

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

- A. Before award of Contract can be approved, Owner shall be satisfied that Bidder involved meets following requirements:
  - 1. Has completed at least one (1) project of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications.
  - 2. Maintains permanent place of business.
  - 3. Can be bonded for terms of proposed Contract.
  - 4. 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 Due Date. Criteria which will be considered in determining satisfactory completion of projects by bidder will include:
    - a) Completed contracts in accordance with drawings and specifications.
    - b) Diligently pursued execution of work and completed contracts according to established time schedule unless Owner grants extensions.
    - c) Fulfilled guarantee requirements of construction documents.

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

## **5. BID GUARANTEE**

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

## **6. WITHDRAWAL OF BIDS**

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

## 7. CONTRACT FORM

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

## 8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS

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

## 9. EMERGING SMALL BUSINESS PROVISIONS

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

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



6. Using services of available minority, women and small business organizations and other organizations that provide assistance in recruitment of MBEs / WBEs / ESBs.
7. Negotiating in good faith with interested ESBs, not rejecting ESBs as unqualified without sound reason based on thorough investigation of their capabilities.
8. Submitting required project reports and accompanying documents to County's Contract Compliance Officer within twenty-four (24) hours after Bid Due Date.

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

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

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

## **11. SECURITY FOR PERFORMANCE AND PAYMENTS**

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

## **12. TAXES**

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

### **13. SUBMISSION OF BIDS**

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

### **14. SUBCONTRACTOR LISTING**

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

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

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

#### **16. UNIT PRICES**

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

#### **17. 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”.

#### **18. WORK BY OWNER**

- A. This work will be accomplished by Owner or will be let under separate contracts and will not be included under this Contract. Highlighted portions in specifications signifies work by Owner.

**19. SPECIAL HAZARDS COVERAGE**

A. Not Applicable.

**FORM A**

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

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

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

\_\_\_\_\_

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

**BIDDER INFORMATION**

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

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

\_\_\_\_\_

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

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

**FORM B**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FORM C**

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

(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. 312010**

**PROJECT: 2012 RESTORATION  
CAPITOL SQUARE SOUTH PARKING RAMP**

**BIDS DUE: 2:00 P.M., June 21, 2012 Central Time Zone**

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

**SINGLE BASE BID WITH UNIT PRICING**

(Refer to Specification Section 01 15 10 – 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:

**BASE BID 01.** All work required to fully complete the project in accordance with the Contract Documents:

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.

Total unit pricing cost (quantity x unit price) for following shall be included in **Base Bid 01**

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>
Topside epoxy pressure injection of unbonded 1 1/2" +/- concrete topping	(350 S.F.)	\$ _____ Per S.F.
Structural underside repair of delaminated concrete slab - two layers of reinforcing (removal depth to 3.5")	(400 S.F.)	\$ _____ Per S.F.
Structural underside repair of delaminated concrete slab - two layers of reinforcing (removal depth to 3.5" to 5")	(300 S.F.)	\$ _____ Per S.F.

Structural underside & vertical repair of delaminated concrete beams	(160 S.F.)	\$_____ Per S.F.
Epoxy coated #4 concrete reinforcing for supplemental use in restoration	(1 Ton)	\$_____ Per Ton
Structural repair of delaminated concrete columns	(146 S.F.)	\$_____ Per S.F.
Structural topside repair of delaminated concrete intermediate landing slab & stair treads	(315 S.F.)	\$_____ Per S.F.
Structural underside / vertical repair of delaminated concrete intermediate landing slab & stair stringers	(134 S.F.)	\$_____ Per S.F.
Debonded existing aluminum tread nosings: gravity feed under debonded nosing with epoxy, install (2) anchors per tread	(31 Nosing)	\$_____ Per Nosing
Structural through slab repair of 6" concrete intermediate stair landing slab (This repair type must be approved by E.O.R)	(unknown S.F.)	\$_____ Per S.F.
Rusted imbedded vertical railings, cut rusted vertical, remove imbed in curb, install new base	(14 Bases)	\$_____ Per Each

**ALTERNATE BID ITEMS:**

(Refer to Specification Section 01 15 10 – Unit Prices)

The undersigned further agrees to add the alternate(s) portion of the Work as described, for the following addition(s) to or subtraction(s) from the Base Bid stipulated below. They further agree to honor the alternate(s) bid for 60 days from date of Award of Contract.

**ALTERNATE BID A01 - LUMP SUM WITH UNIT PRICING:**

Contractor to provide all labor, materials, equipment and services necessary for the complete and satisfactory execution of the underside restoration of concrete beams & slab below the level 05 expansion joint, work defined as A01, as specified in the Construction Documents.

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

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

Total unit pricing cost (quantity x unit price) for following shall be included in **A01**

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>
Structural underside repair of delaminated concrete slab - two layers of reinforcing (removal depth to 3.5")	(220 S.F.)	\$ _____ Per S.F.
Structural underside repair of delaminated concrete slab - two layers of reinforcing (removal depth to 3.5" to 5")	(100 S.F.)	\$ _____ Per S.F.
Structural underside & vertical repair of delaminated concrete beams	(640 S.F.)	\$ _____ Per S.F.

**ALTERNATE BID A02 – LUMP SUM WITH UNIT PRICING:**

Contractor to provide all labor, materials, equipment and services necessary for the complete and satisfactory execution of the underside restoration of concrete beams and slab for levels 04 & 05 in work defined as A02, as specified in the Construction Documents

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

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

Total unit pricing cost (quantity x unit price) for following shall be included in **A02**

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>
Structural underside repair of delaminated concrete slab - two layers of reinforcing (removal depth to 3.5")	(2000 S.F.)	\$ _____ Per S.F.
Structural underside repair of delaminated		

concrete slab - two layers of reinforcing (500 S.F.) \$\_\_\_\_\_ Per S.F.  
(removal depth to 3.5" to 5")

Structural underside & vertical repair of delaminated concrete beams (1300 S.F.) \$\_\_\_\_\_ Per S.F.

**ALTERNATE BID A03 – LUMP SUM WITH UNIT PRICING:**

Contractor to provide all labor, materials, equipment and services necessary for the complete and satisfactory execution of the topside slab work on levels 04 & 05 including: removal of all existing sealant, rout and gravity feed with epoxy; removal of existing cove joint and replace with new sealant; topside epoxy injection of delaminated topping slab; epoxy healer / sealer flood coat in work defined as A03, as specified in the Construction Documents.

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

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

Total unit pricing cost (quantity x unit price) for following shall be included in **A03**

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>
Removal of existing sealant in random topside slab cracks & construction joints, rout per drawings, gravity feed epoxy to rejection	(1850 L.F.)	\$_____ Per L.F.
Removal of existing sealant cove at transition of slab & vertical surface, replace w/ new sealant	(360 L.F.)	\$_____ Per L.F.
Topside epoxy pressure injection of unbonded 1 1/2" +/- concrete topping	(350 S.F.)	\$_____ Per S.F.
Surface preparation and flood coat of epoxy healer sealer to topside of slab	(8615 S.F.)	\$_____ Per S.F.

\_\_\_\_\_  
\_\_\_\_\_

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 July 26, 2012, when can you commence and complete this job in compliance with Specifications Section 01 01 50. 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)

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

\_\_\_\_\_  
(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

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

Of the City, Village, or Town of \_\_\_\_\_ of the State of \_\_\_\_\_.

I have examined and carefully prepared this Bid from the associated Construction Documents and have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that the said statements are true and correct. In signing this Bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; that this Bid has not been knowingly disclosed prior to the opening of Bids to another bidder or competitor; that the above statement is accurate under penalty of perjury. The undersigned further agrees to honor the Base Bid and the Alternate Bid(s) for 60 days from date of award of contract.

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

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

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

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

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

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

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

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

**BID CHECK LIST:**

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

Bid Form

Bid Bond

Fair Labor Practices Certification

**BIDDERS SHOULD BE AWARE OF THE FOLLOWING:**

**DANE COUNTY VENDOR REGISTRATION PROGRAM**

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

[www.danepurchasing.com/registration](http://www.danepurchasing.com/registration)

**DANE COUNTY BEST VALUE CONTRACTING PRE-QUALIFICATION**

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

[www.co.dane.wi.us/pwht/BVC\\_Application.aspx](http://www.co.dane.wi.us/pwht/BVC_Application.aspx)

**EQUAL BENEFITS REQUIREMENT**

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

[www.danepurchasing.com/partner\\_benefit.aspx](http://www.danepurchasing.com/partner_benefit.aspx)

## FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

Commissioner / Director  
Gerald J. Mandli

## BEST VALUE CONTRACTING APPLICATION

### CONTRACTORS / LICENSURE APPLICANTS

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

Contractors or subcontractors of any tier who attain prequalification status will retain that status for a period of two (2) years from the date of qualification. Contractors shall notify the Dane County Department of Public Works, Highway & Transportation within 15 days of any changes to its business or operations that are relevant to the 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 and / or other sanctions available under the law.

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

### EXEMPTIONS

- Contractors who employ less than five (5) apprenticeable trade workers are not required to prequalify.
- Contractors performing work that does not apply to an apprenticeable trade, as outlined in Appendix A.
- The contractor / subcontractor provides sufficient documentation to demonstrate one or more of the following:
  - apprentices are not available in a specific geographic area;
  - the applicable apprenticeship program is unsuitable or unavailable; or
  - there is a documented depression of the local construction market which prevents compliance.



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

**Jan Neitzel Knox**

**EMAIL: [Neitzel-Knox@COUNTYOFDANE.COM](mailto:Neitzel-Knox@COUNTYOFDANE.COM)**

**OFFICE: (608)266-4029, FAX: (608)267-1533**

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

# APPENDIX A

## APPRENTICEABLE TRADES

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

**COUNTY OF DANE**

**PUBLIC WORKS CONTRACT**

Contract No. \_\_\_\_\_ Bid No. 312010

Authority: Res. \_\_\_\_\_, 2012-13

**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 [furnish][install][provide] [title & location of project] [including Alternate Bid[s] X, Y & Z (if applicable)] ("the Project"); and

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

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

1. CONTRACTOR agrees to construct, for the price of \$\_\_\_\_\_ the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid Form, [General Conditions of Contract, 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 Gunner Malm & Associates, Inc. (hereinafter referred to as "the Engineer"), and as enumerated in the Project Manual Document Index, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the [General Conditions of Contract, Conditions of Contract], and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the [General Conditions of Contract, Conditions of Contract].
3. During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

**FOR CONTRACTOR:**

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

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

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

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

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

\* \* \* \* \*

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

**FOR COUNTY:**

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

\_\_\_\_\_  
Karen Peters, County Clerk \_\_\_\_\_  
Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.

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

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

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

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

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

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

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

Signed and sealed this day of , 20 .

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

THE AMERICAN INSTITUTE OF ARCHITECTS



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

AIA Document A312

Performance Bond

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

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

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

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

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

BOND

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

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

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

None

See Page 3

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

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

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

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

Attorney-in-Fact

(Any additional signatures appear on page 3)

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

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



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

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

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

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

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

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

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

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

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

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

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

1. After investigation, determine the amount for

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

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

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

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

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

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

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

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

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

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

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

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

**12 DEFINITIONS**

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

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

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

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

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

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

SAMPLE

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

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)

SURETY  
Company: (Corporate Seal)

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

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

THE AMERICAN INSTITUTE OF ARCHITECTS



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

AIA Document A312

Payment Bond

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

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

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

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

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

BOND

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

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

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

None

See Page 6

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

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

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

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

Attorney-in-Fact

(Any additional signatures appear on page 6)

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

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor

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

**15. DEFINITIONS**

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

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

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

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

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

SAMPLE

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

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)

SURETY  
Company: (Corporate Seal)

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

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

# GENERAL CONDITIONS OF CONTRACT

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## **1. CONSTRUCTION DOCUMENTS**

- A. Construction Documents, listed in Table of Contents of this Specification volume shall form part of this Contract and provisions of Construction Documents shall be as binding upon parties as if they were fully set forth in Contract itself.
- B. These shall also be considered as part of Construction Documents: Addenda, including additions and modifications incorporated in such addenda before execution of Contract; requests for information; construction bulletins; change orders; and written interpretations by 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 Engineer that construction is sufficiently completed, in accordance with Construction Documents, and as modified by any subsequent changes agreed to by parties, so that County may occupy project or specified area of project for use for which it was intended subject to permit approval for occupancy.
  - 7. Contractor is person, firm, or corporation with whom County makes Contract. Though multiple contracts may be involved, Construction Documents treat them throughout as if each were of singular number.

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

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

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

- A. Unless otherwise noted, provide 1 electronic copy of each submittal in pdf format. Submit to project architect/engineer (A/E) unless otherwise directed by Dane County Construction Representative at the Pre-Construction Meeting.

- 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 Engineer's approval, one (1) copy shall remain in 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 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 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 Engineer in writing of any deviation in Shop Drawings or Samples from requirements of Construction Documents. Engineer will not consider partial lists.
- E. Engineer will review and approve or reject Shop Drawings with reasonable promptness to cause no delay. 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 Engineer has approved submission. All such work shall be in accordance with approved Shop Drawings, Product Data and Samples.
- G. Contractor shall keep on site of the Work, approved or conformed copy of Shop Drawings and shall at all time give Department access thereto.
- H. By stamping and submitting Shop Drawings, Product Data and Samples, Contractor thereby represents that he or she has or will determine and verify all field measurements, field construction criteria, materials, catalog numbers, and similar data and that he or she has checked and coordinated each Shop Drawing, Product Data and Sample with requirements of the Work and of Construction Documents. 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.
- J. Additional submittals beyond the required defined in the technical specification sections, provide Phasing Plan, Dust Protection Enclosure, Drain Protection Plan to present at the pre-construction meeting.

## **5. CUTTING AND PATCHING**

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



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

## **6. CLEANING UP**

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

## **7. USE OF SITE**

- A. Contractor shall provide County and 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 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 Engineer before execution of the Work.

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

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

## **10. "OR EQUAL" CLAUSE**

- A. Whenever equipment or materials are identified on Drawings or in Specifications by reference to manufacturer's or vendor's name, trade name, catalog number, and other identifying information, it is intended to establish standards; and any equipment or material of other manufacturers and vendors which will perform adequately duties imposed by general design will be considered equally accepted provided equipment or material so proposed is, in opinion of Engineer, of equal substance and function. 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 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 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, 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 Engineer and Department, shall constitute violation of Contract, and that 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. Engineer's approval of such additionally acceptable products or manufacturers, either in Specifications or in Addendum, does not relieve Contractor from obligation to coordinate such optional products with other Contractors, whose work may be affected by them, and to pay all additional costs resulting from their inclusion into the Work. Contractor's liability shall include payment of 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, 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 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, Engineer will require correction of variance to comply with applicable law, code, rule or regulation at no additional cost to Contractor.
- F. Work under this Contract shall comply with all applicable State of Wisconsin, Federal and local laws, codes and regulations.
- G. Contractor shall pay charges for water, sewer and other utility connections made by municipalities where required by Specifications.

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

- A. Contractor shall provide and pay for all materials, labor, tools, equipment, transportation and superintendence necessary to execute, complete and deliver the Work within specified time. Contractor agrees to secure at their own expense all personnel necessary to carry out the Work. Such personnel shall not be deemed County employees nor shall they have or be deemed to have any direct contractual relationship with County.
- B. Performance of any work necessary after regular working hours, on Sundays or Legal Holidays shall be without additional expense to County. Performance of any work at site at other than normal working hours must be coordinated with Public Works Project Engineer.
- C. Contractor shall furnish, erect, maintain and remove such temporary works as may be required.
- D. Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of Construction Documents.
- E. At the Work site, Contractor shall give personal superintendence to the Work or shall employ construction superintendent or foreman, experienced in character of work covered by Contract, who shall have full authority to act for Contractor. Understand that such superintendent or foreman shall be acceptable to Engineer and Department.
- F. Remove from project or take other corrective action upon notice from Engineer or Department for Contractor's employees whose work is considered by 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 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 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 Engineer or Department, any work or materials that have been damaged or injured due to failure on part of Contractor or any subcontractors so to protect the Work, such materials shall be removed and replaced at expense of Contractor.

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

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

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

- A. Authorized representatives and agents of County government shall have access at all times to the Work wherever it is in preparation or progress and Contractor shall provide facilities for such access and for inspection.
- B. Should it be considered necessary or advisable at any time before final acceptance of the Work to make examination of work already completed, by removing or tearing out same, Contractor shall upon request, promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any aspect, due to fault of Contractor or subcontractors thereof, Contractor shall assume all expenses of such examination and of satisfactory reconstruction. Contractor will be reimbursed for such examination and replacement in accordance with Article 18 - A.3., of these General Conditions of Contract if such work is found to meet requirements of Contract.
- C. If Specifications, Engineer's, or Public Works Project Engineer's instructions require any work to be specially tested or approved, Contractor shall give 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. 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 Engineer and Public Works Project Engineer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, invoices, records and other data as either may request concerning work performed or to be performed under this Contract.

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

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

## **19. EXTRAS**

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

## **20. TIME FOR COMPLETION**

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

## **21. CORRECTION OF WORK**

- A. All work, all materials whether incorporated in the Work or not, and all processes of manufacture shall at all times and places be subject to inspection of 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 Engineer's and Public Works Project Engineer's approval they shall be reconstructed, made good, replaced or corrected, by Contractor at Contractor's expense. Immediately remove all rejected material from site.
- B. If Contractor defaults or neglects to carry out the Work in accordance with Construction Documents or fails to perform any provision of Contract, Department may, after ten (10) days' written notice to Contractor and without prejudice to any other remedy County may have, make good such deficiencies. In such case, appropriate Change Order shall be issued deducting from Contractor's payments then or thereafter, cost of correcting such deficiencies, including cost of 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 Engineer and Public Works Project Engineer of such conditions before they are disturbed. Engineer will thereupon promptly investigate conditions, and if Engineer finds that they materially differ from those shown on Drawings or indicated in Specifications, Engineer will at once make such changes as necessary, any increase or decrease of cost resulting from such changes to be adjusted in manner provided in above Article 18 entitled "Changes in the Work".

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

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

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

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



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

## **25. PAYMENTS TO CONTRACTOR**

- A. Contractor shall provide:
1. Detailed estimate giving complete breakdown of contract price by Specification Division; and
  2. Periodic itemized estimates of work done for purpose of making partial payments thereon.
- Submit these estimates for approval first to Engineer, then to Public Works Project Engineer. Costs employed in making up any of these schedules are for determining basis of partial payments and not considered as fixing basis for additions to or deductions from Contract price.
- B. County will make partial payments to Contractor for value, proportionate to amount of Contract, of all labor and material incorporated in the Work during preceding calendar month upon receipt of Application and Certificate for Payment form from Engineer and approval of Department.
- C. Contractor shall submit for approval first to Engineer, and then to Public Works Project Engineer all Application and Certificate for Payment forms. If requested, Application and Certificate for Payment shall be supported by such additional evidence as may be required, showing Contractor's right to payment claimed.
- D. Application and Certificate for Payment for preparatory work and materials delivered and suitably stored at site to be incorporated into the Work at some future period, will be given due consideration. Requesting payment for materials stored off site, may be rejected, however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered, conditional upon submission by Contractor of bills of sale, photographs and such other procedures as will adequately protect County's interest such as storage in bonded warehouse with adequate coverage. If there is any error in payment, Contractor is obligated to notify Department immediately, but no longer than ten (10) days from receipt of payment.
- E. Payments by County will be due within forty-five (45) days after receipt by Department of Application and Certificate for Payment.

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

## **26. WITHHOLDING OF PAYMENTS**

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

machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in performance of this Contract.

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

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

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

## **28. PAYMENTS BY CONTRACTOR**

- A. Contractor shall pay following not later than fifth (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 Performance and Payment Bonds in amount at least equal to one hundred percent (100%) of Contract price as security for faithful performance of this Contract and payment of all persons performing labor on project under this Contract and furnishing materials in connection with this Contract.
- B. Sample Performance and Payment Bonds that Contractor will be required to execute is bound into these Construction Documents. Before construction Contract is consummated, completed Performance and Payment Bonds must be approved by Department.

## **30. ASSIGNMENTS**

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

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

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

### **32. SEPARATE CONTRACTS**

- A. Department may award other contracts for the Work and all Contractors shall fully cooperate with each other and carefully adjust their work to that provided under other contracts as may be directed by Department. No Contractor shall commit or permit any act that will interfere with performance of the Work by any other Contractor.
- B. Contractor shall coordinate the Work with those of other Contractors. Cooperation will be required in arrangement for storage of materials and in detailed execution of the Work. Contractor, including subcontractors, shall keep informed of progress and detail work of others and shall notify 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. ENGINEER'S AUTHORITY**

- A. Engineer is retained by, and is responsible to Department acting for County.
- B. 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. 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. Engineer shall provide responsible observation of construction. Engineer has authority to stop the Work whenever such stoppage may be necessary to insure proper execution of Construction Documents.
- E. Engineer shall be interpreter of conditions of Construction Documents and judge of its performance.
- F. Within reasonable time, Engineer shall make decisions on all matters relating to progress of the Work or interpretation of Construction Documents.
- G. Engineer's decisions are subject to review by Public Works Project Engineer.

### **36. 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".

### **37. 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.

### **38. GENERAL GUARANTEE**

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

### **39. 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.

### **40. 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.

### **41. 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.

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

- A. Affirmative Action Provisions.
  - 1. During term of their Contract, Contractor agrees not to discriminate on basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee, or applicant for employment. Such equal opportunity shall include but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, these affirmative action standards so as to be visible to all employees, service recipients and applicants for this paragraph. Listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to extent allowable in state or federal law.
  - 2. Contractor is subject to this Article only if Contractor has ten (10) or more employees and receives \$10,000.00 or more in annual aggregate contracts with County. Contractor shall file and Affirmative Action Plan with Dane County Contract Compliance Officer in accord with Chapter 19 of Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of effective date of this Contract and failure to do so by said date shall constitute ground for immediate termination of Contract by County. Contractor shall also, during term of this Contract, provide copies of all announcements of employment opportunities to County's Contract Compliance Office, and shall report annually number of persons, by race, sex and handicap status, who apply for employment and, similarly classified, number hired and number rejected.
  - 3. Contact Dane County Contract Compliance Officer at Dane County Contract Compliance Office, 210 Martin Luther King, Jr. Blvd., Room 421, Madison, WI 53703, 608/266-4114.
  - 4. In all solicitations for employment placed on Contractor's behalf during term of this Contract, Contractor shall include statement to effect Contractor is "Equal Opportunity Employer". Contractor agrees to furnish all information and reports required by County's Contract Compliance Officer as same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and provision of this Contract.
- B. Minority / Women / Disadvantaged / Emerging Small Business Enterprises.
  - 1. Chapter 19.508 of Dane County Code of Ordinances is official policy of Dane County regarding utilization of, to fullest extent of, Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs) Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs).
  - 2. Contractor may utilize MBEs / WBEs / DBEs / ESBEs as subcontractors or suppliers. List of subcontractors will be required of low bidder as stated in this Contract. List shall indicate which are MBEs / WBEs / DBEs / ESBEs and percentage of subcontract awarded, shown as percentage of total dollar amount of bid.

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

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

#### **44. DOMESTIC PARTNERSHIP BENEFITS**

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

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

- A. Contractor agrees to use and occupancy of portion or unit of the Work before formal acceptance by Department, provided Department:
  - 1. Secures written consent of Contractor; except when in opinion of Public Works Project 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, schedule showing all determined minimum wage rates for various classes of laborers and mechanics to be



engaged in the Work under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by laborers and mechanics so engaged.

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

#### **47. CLAIMS**

- A. No claim may be made until Department's Associate Public Works Director has reviewed 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 amount not less than \$1,000,000 bodily injury, including accidental death, to any one person, and subject to same limit for each person, in amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in amount not less than \$1,000,000 or combined single limit of at least \$1,000,000 with excess coverage over and above general liability in amount not less than \$5,000,000. Contractor shall add "Dane County" as additional insured for each project.
  - b) Contractor's Public Liability and Property Damage Insurance shall include Products, Completed Operation, and Contractual Liability under Insurance Contract. "Contractor shall in all instances save, defend, indemnify and hold harmless County and Engineer against all claims, demands, liabilities, damages or any other costs which may accrue in prosecution of the Work and that Contractor will save, defend, indemnify and hold harmless County and Engineer from all damages caused by or as result of Contractor's operations" and each shall be listed as additional insured on Contractor's and sub-contractors' insurance policies.
  - c) Obligations of Contractor under Article 48.A.2)b) shall not extend to liability of 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 Engineer, agents or employees thereof provided such giving or failure to give is primary cause of injury or damage.
  - d) Contractor shall procure and shall maintain during life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000 each accident single limit, bodily injury and property damage combined with excess coverage over and above general liability in amount not less than \$5,000,000.
  - e) Contractor shall either:
    - 1) Require each subcontractor to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or
    - 2) Insure activities of subcontractors in Contractor's own policy.

4. Scope of Insurance and Special Hazards: Insurance required under Article 48.A.2 hereof shall provide adequate protection for Contractor and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by insured or by anyone directly or indirectly employed by insured and also against any of special hazards which may be encountered in performance of this Contract as enumerated in Supplementary Conditions.
5. Proof of Carriage of Insurance: Contractor shall furnish Risk Manager with certificates showing type, amount, class of operations covered, effective dates, dates of expiration of policies and "Dane County" listed as additional insured. Such certificates shall also contain (substantially) following statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by Risk Manager."

**B. Builder's Risk:**

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

**C. Indemnification / Hold Harmless:**

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

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

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

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

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

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

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

5. RETAINAGE

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

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

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

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

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 Less prior Certificates) \$ \_\_\_\_\_

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

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 7 plus Line 6) \$ \_\_\_\_\_

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

CONTRACTOR:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 State of \_\_\_\_\_  
 County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public  
 My Commission expires: \_\_\_\_\_

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

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

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

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

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

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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 retentage 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 (LESS EN DASH)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETENAGE (IF VARIABLE RATE)
			E FROM PREVIOUS APPLICATION (D + E)	F THIS PERIOD					

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.  
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**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 47, “Minimum Wages”, paragraph B. Following Prevailing Wage Rate Determination No. 2012 01542 is added to General Conditions of Contract.
- B. These State of Wisconsin forms, hereinafter set forth in this section, shall be filled out and submitted to Department of Public Works, Highway & Transportation:
  - 1. Disclosure of Ownership (ERD-7777)
  - 2. Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-5724)
  - 3. List of Agents and Subcontractors (Page 2 - ERD-5724)
  - 4. Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-10584)
  - 5. List of Agents and Subcontractors (Page 2 - ERD-10584)
  - 6. Request To Employ Subjourneyperson (ERD-10880)

State of Wisconsin Department of Workforce Development Equal Rights Division	<b>DEPARTMENTAL ORDER</b>
<b>ISSUE DATE:</b> 5/24/2012	
<b>PROJECT:</b>	
2012 RESTORATION CAPITOL SQUARE SOUTH PARKING RAMP MADISON CITY, DANE COUNTY, WI Determination No. 201201542 [Owner Project No. 312010]	
<b>PROJECT OWNER:</b>	<b>REQUESTER:</b>
JOHN SCHRAUFNAGEL, ASSISTANT DIRECTOR DANE COUNTY PUBLIC WORKS 1919 ALLIANT ENERGY CENTER WAY MADISON, WI 53713	JOHN SCHRAUFNAGEL, ASSISTANT DIRECTOR DANE COUNTY PUBLIC WORKS 1919 ALLIANT ENERGY CENTER WAY MADISON, WI 53713
<b>ADDITIONAL CONTACT:</b>	<b>NOTE:</b> The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.
<p>The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.</p> <p>If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.</p> <p>Enclosures</p>	
<p>It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a <b>FINAL ORDER</b> of the department unless a timely request for an administrative review is filed with the department.</p> <p>ISSUED BY:</p> <p style="text-align: center;">         Equal Rights Division          Labor Standards Bureau          Construction Wage Standards Section          PO Box 8928 Madison, WI 53708-8928          (608)266-6861       </p> <p style="text-align: center;">         Web Site: <a href="http://dwd.wisconsin.gov/er/">http://dwd.wisconsin.gov/er/</a> </p>	

**PREVAILING WAGE RATE DETERMINATION**

Issued by the State of Wisconsin  
Department of Workforce Development  
Pursuant to s. 66.0903, Wis. Stats.  
Issued On: 5/24/2012

**DETERMINATION NUMBER:** 201201542

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

**PROJECT NAME:** 2012 RESTORATION CAPITOL SQUARE SOUTH PARKING RAMP  
PROJECT NO: 312010

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

**CONTRACTING AGENCY:** DANE COUNTY PUBLIC WORKS

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

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

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

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

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

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

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

**s. 66.0903 (11) LIABILITY AND PENALTIES.**

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

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

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

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



<b>BUILDING OR HEAVY CONSTRUCTION</b>
---------------------------------------

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.

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

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

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

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**TRUCK DRIVERS**

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

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**LABORERS**

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

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

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

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

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

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

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

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

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

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

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**SKILLED TRADES**

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



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

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**TRUCK DRIVERS**

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

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**LABORERS**

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

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

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

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

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

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

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

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**SKILLED TRADES**

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

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

**TRUCK DRIVERS**

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

**LABORERS**

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

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

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

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



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

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

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

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

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

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

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



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

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

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

01/13/12

## **POST THE WHITE SHEET**

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

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

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

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

## Disclaimer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

March 1, 2012

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

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

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

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



## Disclosure of Ownership

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

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

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

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

### Other Construction Business

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

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

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

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

## Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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

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

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

## List of Agents and Subcontractors

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

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

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

Authorization for this form is provided under Sections 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes [Privacy Law, Section 15.04(1)(m), Wisconsin Statutes].

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

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

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

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

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

## List of Agents and Subcontractors

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

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

## Request to Employ Subjourneyperson

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

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

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

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

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

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

## PREVAILING WAGE – Public Entity Project Owners

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

### Thresholds

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

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

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

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

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

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

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

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

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

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

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



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## PREVAILING WAGE – Contractors

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

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

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

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

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

## SUMMARY OF PREVAILING WAGE LAW CHANGES EFFECTIVE JULY 1, 2011

(This document updated 07/27/11)

For further updates on this topic, refer to the prevailing wage website at:  
[http://dwd.wisconsin.gov/er/prevailing\\_wage\\_rate/default.htm](http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm)

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

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

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

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

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

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

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

### **SINGLE-TRADE THRESHOLD**

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

The single trade threshold is \$48,000.

### **MULTIPLE-TRADE THRESHOLDS**

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

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

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

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

### **APPLYING THE NEW THRESHOLDS**

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

SECTION 01 00 00  
BASIC REQUIREMENTS

PART 1 GENERAL

1.1 SECTION SUMMARY

- A. Section Includes:
1. Section Summary
  2. Summary of the Work
  3. Contractor Use of Premises
  4. Applications for Payment
  5. Alternates
  6. Coordination
  7. Cutting and Patching
  8. Conferences
  9. Progress Meetings
  10. Job Site Administration
  11. Contractor Work Hours
  12. Submittal Procedures
  13. Proposed Products List
  14. Product Data
  15. Quality Assurance / Quality Control of Installation
  16. References
  17. Protection of Installed Work
  18. Parking
  19. Temporary Facilities
  20. Controls
  21. Special Controls
  22. Security
  23. Progress Cleaning
  24. Product Options
  25. Substitutions
  26. Contract Closeout Procedures
  27. Final Cleaning
  28. Maintenance Materials
  29. Record Drawings

1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to provide construction services primarily consisting of repairs to cast-in-place concrete slab, beam, & column repairs on floors Lower Level through 5 & slab crack treatment on floors 1 through 4 & 7. Additional construction services include expansion joint, trench drain and stairwell repairs.

- B. Work by Owner or let under separate contracts: Owner will supply third-party testing for concrete used in restoration.
- C. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work and facility occupancy.
- 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.

### 1.3 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.
- G. Contractor may only close one stair tower at a time to complete the repairs. Perform repairs in stair towers by sequentially moving to each tower until complete.
- H. Contractor provide phasing of work to maintain traffic flow through the structure, all drive lane work to be divided in half so cars may pass at all times.
- I. Customer access to the change machine at level 03 shall be maintained at all times unless coordinated with Dane County and GMA Engineers. Blocking access to the change machine will need to be coordinated to keep this duration to a minimum.

### 1.4 APPLICATIONS FOR PAYMENT

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



- C. Payment Period: Bi-weekly.

#### 1.5 ALTERNATES

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

#### 1.6 COORDINATION

- 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 90 consecutive business 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 30 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. 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.
- E. The Contractor shall be allowed approximately 100 parking stalls out of service for their work area from Tuesday through Friday. 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.
- F. 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.

- G. Dust protection, required along full length of work area, shall be in place prior to concrete removal.
- H. 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.
- I. The Contractor shall maintain access to undisturbed parking areas throughout the concrete restoration. Owner shall accommodate traffic rerouting and shifting of construction occupancy as required. Contractor will provide traffic barriers.
- J. The Contractor shall provide appropriate signage warning the public of the construction area and directing them to exits.
- K. The Owner will occupy all but the work areas during construction. Coordinate with Engineer in scheduling work.

#### 1.7 CUTTING AND PATCHING

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

#### 1.8 CONFERENCES

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

#### 1.9 PROGRESS MEETINGS

- A. 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.

#### 1.10 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.

#### 1.11 CONTRACTOR WORK HOURS

- A. The Contractor shall work Tuesday through Friday only, no work is allowed on Saturday through Monday. Works hours can be from 7:00 am to 7:00 pm as City of Madison Noise Ordinance will allow.

#### 1.12 SUBMITTAL PROCEDURES

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

#### 1.13 PROPOSED PRODUCTS LIST

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

#### 1.14 PRODUCT DATA

- A. Submit number of copies that Contractor requires, plus two (2) copies that shall be retained by Public Works Project Engineer and one (1) copy that will be retained by the Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.

#### 1.15 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Owner will provide third-party testing for concrete used in the restoration.

#### 1.16 REFERENCES

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

#### 1.17 PROTECTION OF INSTALLED WORK

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

#### 1.18 PARKING

- A. 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.
- B. 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.
- C. Do not obstruct existing service drives and parking lots with equipment, materials and/or vehicles. Keep accessible for Owner's use at all times.

#### 1.19 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. If existing electrical service is inadequate for the operation of Contractor's equipment the contractor shall provide at his own cost a portable generator for the project. The Owner shall provide the existing lighting currently installed in the parking structure. 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. 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.
4. Contractor to maintain the existing drains during construction and shall provide protection to existing drains to avoid any debris from being allowed into drains. Minimum protection of drains to be a layer of filter fabric under grating or in front of the water access area. Do not flush any construction materials down drains. Be responsible for control measures to prevent damage from flooding, erosion, and sedimentation to on-site and off-site areas.

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. The Lead Contractor shall provide and maintain in working order during the entire construction period, a minimum of three (3) fire extinguishers on each floor level, including basement of the building, and one (1) in temporary office. Extinguishers shall be nonfreeze type such as A-B-C rated dry chemical, of not less than 10-pound capacity each.

1.20 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. The ramp personal will accommodate traffic rerouting and shifting of construction occupancy as required.
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.
14. Contractor to obtain a sidewalk occupancy permit from the City of Madison for a dumpster located on Main Street.

## 1.21 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., Tuesday 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. PEDESTRIAN AND VEHICULAR CONTROL

Confine all operations, equipment, apparatus and storage of materials, to the immediate area of work to the greatest possible extent. Contractor shall ascertain, observe and comply with all rules and regulations in effect on the project site, including but not limited to parking and traffic regulations, use of walks, security restrictions and hours of allowable ingress and egress. Any special traffic control during construction involving lane closures shall be in accordance with the federal standard, Manual of Uniform Traffic Control Devices and provided by the Contractor. Traffic barricades, traffic signs, and warning devices shall meet the requirements of applicable OSHA standards and the FHA Manual of Uniform Traffic Control Devices (MUTCD). Dane County to provide to Contractor any traffic flow signage needed.

E. 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.

F. DUST PROTECTION ENCLOSURES

Temporary dust protection enclosures shall be erected and maintained around occupied phase during concrete restoration work and during preparation for the traffic membrane. Provide HEPA filtration devices to ensure a negative zone in the occupied construction area. Provide OSHA approved protection to the workers for dusty conditions within construction limits. The contractor shall submit a dust protection plan at the preconstruction meeting for approval by E.O.R & Dane County Representative.

1.22 SECURITY

- A. 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.

1.23 PROGRESS 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. 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.
  - D. Drive lanes, adjacent to work area, shall be cleaned daily to eliminate airborne dust.
  - E. Remove all tools, equipment, scaffolding and temporary facilities immediately when no longer required for execution of the work.
  - F. 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.

#### 1.24 PRODUCT OPTIONS

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

#### 1.25 SUBSTITUTIONS

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

## 1.26 CONTRACT CLOSEOUT PROCEDURES

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

## 1.27 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.

1.28 MAINTENANCE MATERIALS

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

1.29 RECORD DRAWINGS

- A. Contractor-produced Drawings shall remain property of Contractor whether Project for which they are made is executed or not. Contractor shall furnish Public Works Project Engineer with original tracings of drawings in reproducible format and one set of record drawings in AutoCAD 2007 (or lower) or manually drafted format.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01 15 10

### 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. These work items are to be installed and completed per specifications and as shown on the drawings.

##### 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 ¼" = 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. Joint and crack repair and replacement.
  - 1. The Contractor shall maintain a record of the location and quantity of cracks sealed and joints replaced. Drawings in the form of 1/8" = 1'-0" scale maps

along with tables cross-referenced to the drawings shall show length of crack sealed or joint replaced and related work item.

PART 2 PRODUCTS  
Not used

PART 3 EXECUTION  
Not used

END OF SECTION

## SECTION 01 74 19

### RECYCLING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Waste Management Goals
  - 2. Waste Management Plan
  - 3. Reuse
  - 4. Recycling
  - 5. Materials Sorting and Storage On Site
  - 6. Lists of Recycling Facilities Processors and Haulers
  - 7. Waste Management Plan Form
  
- B. Related Sections:
  - 1. Section 01 00 00 - Basic Requirements

##### 1.2 WASTE MANAGEMENT GOALS

- A. Dane County requires that as many waste materials as possible produced as result of this project be salvaged, reused or recycled in order to minimize impact of construction waste on landfills and to minimize expenditure of energy and cost in fabricating new materials. Additional information may be found in The Dane County Green Building Policy, Resolution 299, 1999-2000.
  
- B. Contractor shall develop, with assistance of Public Works Project Engineer and 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. Asphalt & Concrete.
  4. Bricks & Masonry
  5. Corrugated Cardboard.
  6. Metal.
  7. Barrels & Drums.
  8. Solvents.

#### 1.6 MATERIALS SORTING AND STORAGE ON SITE

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

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

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

1.8 WASTE MANAGEMENT PLAN FORM

A. Contractor Information:

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

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

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

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



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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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**SECTION 02 41 19**  
**SELECTIVE STRUCTURE DEMOLITION**  
**CONCRETE REMOVAL**

**PART 1 - GENERAL**

**Part 1 – General**

Summary  
Related Work  
References  
Submittals

**Part 2 – Products**

Equipment  
Rebar Cleaning and Concrete Preparation

**Part 3 – Execution**

Shoring  
Protection  
Layout  
Sawcutting  
Concrete Removal  
Cleanup

“Applicable provisions of Division 1 shall govern work under this section.”

**SUMMARY**

Section Includes:

**DEMOLITION FOR REPAIR OF SPALLED CONCRETE**

Furnish all materials, labor, services and incidentals necessary for the partial depth and or full depth (under the direction of the Engineer) demolition of spalls (topside, underside and vertical), in cast in place slabs, beams, walls & columns, stair risers, treads and landings. The restoration contractor to provide the removal of unsound concrete, abrasive grit blasting of acceptable reinforcing, replacement of unacceptable reinforcing with new as directed by Engineer; cleaning the exposed sound concrete prior to placing new concrete.

**REPAIR OF RANDOM CRACKS**

Furnish all labor, materials, equipment and tools as specified for repair of random cracks in cast-in-place structural slabs as detailed. Routing equipment shall be able to provide the profile as shown in details. Random cracks to be routed are existing random cracks with sealant installed & cracks 1/8” or larger in preparation to epoxy gravity feeding work.

**EPOXY BROADCAST COATING ON STAIR TREADS AND LANDINGS**

All work for the preparation of horizontal and vertical surfaces including cast stair nosings as noted on stair sections, all stair treads and landings to receive epoxy flood coat & broadcast coating. Prepare surfaces by gritblasting that will receive epoxy coating.

**REBONDING OF ALUMINUM STAIR NOSINGS**

All work for the preparation of gravity feeding of joints of stair nosings. Prepare surfaces by routing the perimeter joint between at stair nosing and concrete tread to profile shown in details. Remove all debris.

**RELATED WORK**

03 01 30.71 – Rehabilitation of Cast-In-Place Concrete

1 03 01 31.71 – Rehabilitation of Cast-In-Place Concrete – Redi-Mix  
2 07 92 13 – Elastomeric Joint Sealants

3  
4 **REFERENCES**

5 ACI International - Manual of Concrete Practice 201.2R  
6 ACI International – Field Guide to Concrete Repair Application Procedures (RAP# 1-12)  
7 ICRI International Concrete Repair Institute

8  
9 **SUBMITTALS**

10 Prior to any removal, submit a plan for confining water and dust, collecting and disposal of broken concrete, steel  
11 reinforcement and other waste material as a result of the removal operations.  
12  
13  
14

15 **PART 2 – PRODUCTS**

16  
17  
18 **EQUIPMENT**

19 **DEMOLITION FOR REPAIR OF SPALLED CONCRETE**

20  
21 Jack Hammers: Use jack hammers with a total weight not exceeding:

- 22 • 30 pound and equipped with moil pointed type points.
- 23
- 24 • Chipping hammers of nominal 15 pound class or less with moil pointed type points for removal of concrete  
25 from beneath reinforcing may be required if excessive damage, in the opinion of the engineer, is being done  
26 to the slab or reinforcing bars.
- 27

28 Abrasive Grit Blasting equipment:

- 29 • Oil free grit blasting equipment capable of removal of corrosion from steel components, and to provide  
30 surface preparation prior to the application of the concrete patching mortar.
- 31

32 High Pressure Water Blasting (pressure washer) Equipment: (Typical prep of topside slabs prior to epoxy flood coating)

- 33 • Power washing equipment shall be a minimum of 4000psi with a rotating nozzle wand head (0 degree  
34 impact with 25 degree fan, typical).
- 35

36 **REPAIR OF RANDOM CRACKS**

37 The equipment and tools for repair of random cracks shall be able to provide the profile as shown in details. Use of  
38 conventional concrete saw with thin blade used in a multi pass procedure is NOT ALLOWED. Provide equipment that is  
39 specifically designed to cut or grind the detailed configuration in a single pass. Dust collection system is required.  
40  
41

42 **PART 3 – EXECUTION**

43  
44  
45 **DEMOLITION FOR REPAIR OF SPALLED CONCRETE:**

46  
47 **SHORING**

48 Provide shoring and needle beams as shown on plans prior to selective demolition. If unforeseen conditions arise; the  
49 E.O.R. will direct the installation of additional shoring as required. The Contractor to stop work in areas where the  
50 underside removal depth needs to exceed 1/3 depth of the slab, provide notification to E.O.R. immediately.

1  
2 If shoring is located adjacent to vehicular traffic, provide "jersey barrier" protection (solid concrete or water-filled plastic)  
3 to protect shoring from displacement by vehicles.  
4

#### 5 **PROTECTION**

6 The Contractor is to provide protection for the existing drains and sumps to control runoff of debris contaminated water, at  
7 a minimum install filter fabric under each drain grate receiving runoff from the construction area. Contractor to control  
8 dust from general demolition work by wetting surfaces and debris.  
9

10 Continuous Dust Partitions area required dividing the demolition and gritblasting operations from the operational portion  
11 of the building or parking structure. Continuous fiber reinforced visqueen (floor to ceiling) over wood stud supports @ 4'-  
12 0" o.c. minimum. If construction zone is adjacent to vehicular traffic, the lower portion of the wall shall be clad with a  
13 continuous 4'-0" tall plywood or OSB wall.  
14

15 Protect the slab or structural members directly below the demolition area from falling pieces of concrete. Do not drop  
16 demolished concrete more than 9', if fall exceeds 9' provide intermediate platform typically the workers platform to catch  
17 concrete. If platform is used the design of the platform by others needs to accommodate all loads applied during concrete  
18 removal.  
19

20 The contractor is to provide protection for the existing M.E.P. utilities and components during the demolition and  
21 restoration of the structure. Provide temporary protection for the M.E.P. services from damage due to weather and the  
22 general construction work. The contractor is to provide protection for the existing drains and sumps to control runoff of  
23 debris contaminated water. Contractor to control dust from general demolition work by wetting surfaces and debris.  
24

25 Contractor to support and release anchors of any M.E.P. services where needed to complete the restoration of the  
26 structure. Once restoration is complete the Contractor to reinstall old anchors or provide new anchors of equal or greater  
27 capacity that are compliant with the current codes.  
28

#### 29 **LAYOUT**

30 All delaminated areas on the project will be identified and marked by the Contractor and verified by the Engineer before  
31 any, jackhammering commences. Do not layout areas to be demo'd in an irregular or sawtooth pattern, layout demo areas  
32 in single or interlocking square or rectangular sections with a straight sawcut pattern.  
33

#### 34 **SAWCUTTING**

35 Saw-cut edges square or back-cut slightly to provide a key for the patch. DO NOT CUT REBAR. Sawcut depth shall  
36 only be to the top of rebar or 1/2" minimum. Chip edges square to the minimum depth (typically 3/4") required by the  
37 particular repair mortar, concrete or spray applied mortar  
38

39 Do not sawcut perimeter to repairs to columns. Chip perimeter edges square to the minimum depth (typically 3/4") required  
40 by the particular repair mortar, concrete or spray applied mortar.  
41

#### 42 **CONCRETE REMOVAL**

43 Do not chip edges of areas to be patched with a feather profile, square chip the edges. Remove concrete to beyond the  
44 outer boundary mark of unsound concrete.  
45

46 The unsound concrete on the top and bottom surfaces shall be removed to sound concrete. Remove concrete to beyond the  
47 outer boundary mark of unsound concrete. Care shall be exercised to avoid cracking of the underlying sound concrete or  
48 debonding embedded reinforcing. If the depth of concrete removal reaches 1/3 of the slab depth notify the Engineer.  
49

50 If during the removal of unsound concrete, more than half of the reinforcing bar diameter is exposed or if the bar is not  
51 firmly bonded to the surrounding concrete, or if adjacent concrete surfaces are rust contaminated, then the remaining  
52 concrete around the bar shall be removed. Radial clearance between the bar and the concrete shall be a minimum of 3/4

1 inch. Support bars for the main reinforcing steel shall not be exposed provided there is no corrosion on these bars.

2  
3 Clean all exposed sound concrete to receive patching mortar or new concrete by grit blasting to remove any dirt, debris  
4 and bond inhibiting materials.

5  
6 **Cleaning or Replacing Reinforcement:** Exposed reinforcing shall be thoroughly grit blasted to remove all rust and  
7 unsound concrete. Grit blast is required for the entire surface of concrete that is prepared to receive repair mortar to  
8 remove any loose debris or surface contamination.

9  
10 The Engineer shall be allowed 24 hours for the inspection of properly prepared concrete surfaces and reinforcement,  
11 before the scheduled concrete placement.

12  
13 Bars that are damaged or that have lost more than 10% of their original area at any point along the length shall be  
14 considered unacceptable and shall be removed and replaced with an equivalent new bar of equal length. No. 8 bars and  
15 smaller that have lost between 5% and 10% of their original area at any point can be gritblast-cleaned and reused.  
16 Supplemental steel will be added next to the existing bars.

17  
18 All exposed or supplemental reinforcing bars shall be no closer than 3/4 inch, measured radially from existing concrete.  
19 The elevation of all exposed or supplemental reinforcing shall be maintained at the original height.

20  
21 Where portions of reinforcing bars are exposed, the Engineer will determine if the embedded portion of the bar is soundly  
22 bonded to the remaining concrete. If the bar is not soundly bonded, remove concrete around and under the bar for a length  
23 as determined by the Engineer.

24  
25 **EXISTING ROUTED AND SEALED RANDOM CRACKS & CONTROL / CONSTRUCTION JOINTS:**

26 Remove all existing sealant from previously routed random cracks / joints filled with sealant, rout crack / joint surfaces to  
27 grind all sealant from surfaces of concrete (see repair of random cracks above). Remove all existing perimeter cove  
28 sealant at the interface of the slab and a vertical wall, curb and columns; grind all bonded sealant from concrete surfaces  
29 (horizontal & vertical).

30  
31 Moving cracks or joints (as noted on plans) to be prepared similar to the existing routed and sealed cracks and additional  
32 protected by a sacrificial backer rod installed into crack to protect epoxy sealer from entering and bonding crack / joints

33  
34 **UNSEALED CRACKS 1/8" WIDE OR LARGER:**

35 V-Rout larger cracks, vacuum debris from crack upon completing grinding work. Fill cracks with oven dried sand prior to  
36 gravity feeding cracks.

37  
38 Grind any joints to receive gravity feed epoxy per details at trench drains and debonded aluminum stair nosings.

39  
40 **REBAR, IMBEDED STEEL PREPARATION**

41 Grit blasting equipment shall be capable of removing rust from the entire circumference of the exposed reinforcement,  
42 imbedded steel & rusted precast steel connections. Prepare all steel to SSPC-SP5, white metal blast cleaning. The  
43 Engineer shall be allowed 24 hours for the inspection before the scheduled concrete or repair mortar placement.

44  
45 **CLEAN UP**

46 Contractor shall remove all loose concrete from the site and leave the area broom clean.

47  
48 Debris shall not be flushed down the existing sump or drains.

49  
50 **END OF SECTION**

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**SECTION 03 01 30.71**  
**REHABILITATION OF CAST IN PLACE CONCRETE**

**PART 1 – GENERAL**

**Part 1 – General**

Summary

Related Work

**Part 2 – Products**

Acceptable Products

**Part 3 – Execution**

Repair Procedures

“Applicable provisions of Division 1 shall govern work under this section.”

**SUMMARY**

**STRUCTURAL CONCRETE REPAIR**

Furnish all materials, labor, services and incidentals necessary for the partial depth demolition of spalls in cast in place slabs, beams, columns and walls (topside, underside and vertical). The restoration contractor to provide the removal of unsound concrete, abrasive grit blasting of acceptable reinforcing, replacement of unacceptable reinforcing with new as directed by Engineer; cleaning the exposed sound concrete prior to placing new concrete. Use one of the specified products and repair procedures. Coordinate the work schedule and inspection required by the Engineer

**RELATED WORK**

02 41 19 – Selective Structure Demolition

07 19 00 – Epoxy Crack Healer Penetrating Sealer

07 92 13 – Elastomeric Joint Sealants

**PART 2 – PRODUCTS**

**ACCEPTABLE PRODUCTS**

**1. Vertical & Overhead Trowel Grade Repair Mortar:**

Sikatop 123Plus by Sika Inc.

Emaco S88 CI by BASF Inc.

**2. Horizontal / Formed Vertical Concrete Repair Mortar:**

(Neat or with 3/8” coarse aggregate added for deep repairs)

Sikatop 111Plus by Sika Inc.

Emaco S66 CI by BASF Inc.

10-60 Rapid Mortar by BASF Inc.

**3. Corrosion Inhibitor Coating:**

(Typical)

Armotec 110 Epochem by Sika Inc.

Emaco P24 by BASF Inc.

**4. Corrosion Inhibitor:**

(Use only w/LA40 PMAC)

Zincrich Rebar Primer by BASF Inc.

**5. Horizontal / Formed Vertical High-Early, Quick Coatable Repair Mortar :**

(Neat or with 3/8” coarse aggregate added for deep repairs)

Sikaquick 1000 by Sika Inc.

10-60 Rapid Mortar by BASF Inc

**6. Pourable / Pumpable Repair Mortar:** LA40 PMAC

(For slab repair only)

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## PART 3 - EXECUTION

### REPAIR PROCEDURES

**NOTE: Eliminate the application of corrosion inhibitor to exposed existing reinforcing that has been gritblasted on underside repairs of vehicular slabs and beams where there is an existing cathodic protection system. Apply corrosion inhibitor to columns, all repairs with stair & wall repairs.**

#### **A. HORIZONTAL, VERTICAL & OVERHEAD CONCRETE PATCHING:**

**Surface Preparation:** Remove unsound material, dirt, oil, grease and other bond – inhibiting materials. Remove loose concrete from reinforcing to expose entire circumference of corroded rebar per 02 41 19. Prepare all steel by gritblasting to SSPC-SP5, white metal blast cleaning. Apply corrosion inhibitor to exposed rebar prior to sistering new reinforcing, if required. Area to receive repair mortar shall be SSD (surface saturated dry) and a scrub coat of repair mortar to be applied to area to receive repair mortar. Form if required. Apply repair mortar, finish and cure patch. **Conform to Manufacturer’s written instructions for preparation, mixing, application, finishing and curing.**

#### **B. POURABLE / PUMPABLE REPAIRS:**

**Surface Preparation:** Remove unsound material, dirt, oil, grease and other bond – inhibiting materials. Remove loose concrete from reinforcing to expose entire circumference of corroded rebar per 02 41 19. If application is for underside repairs, identify high points in removed surface for the location of 2” diameter installation and venting cores. Verify spacing of holes with BASF Representative. Locate cores as not to cut existing reinforcing during coring operation. Prepare all steel by gritblasting to SSPC-SP5, white metal blast cleaning. Apply corrosion inhibitor to exposed rebar prior to sistering new reinforcing, if required. Form underside or vertical surface and allow holes in formwork for wetting concrete surfaces SSD (surface saturated dry) that will receive repair mortar. Seal all formwork joints with sealant. Mix, pump or pour repair mortar vibrating as required, cure patch. **Conform to Manufacturer’s written instructions for preparation, mixing, application, finishing and curing.**

End of Section

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**SECTION 03 20 00**  
**CONCRETE REINFORCEMENT**

**PART 1 – GENERAL**

**Part 1 – General**

- Work Included
- Related Work and Requirements
- Quality Assurance
- Qualifications
- Submittals

**Part 2 – Products**

- Reinforcing Steel
- Accessories
- Fabrication
- Product Delivery, Storage, and Handling

**Part 3 – Execution**

- Inspection
- Placement
- Welding of Reinforcements
- Field Quality Control

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

**WORK INCLUDED**

Include all materials, labor, services and incidentals necessary for the completion of this section of the work.

Work includes fabrication and placement of reinforcement for cast-in-place concrete including bars, ties, dowels, stirrups, supports, carry bars and accessories required.

The work also includes the addition of supplemental reinforcing and accessories to replace existing bar cross section loss due to corrosion as directed by E.O.R.

**RELATED WORK AND REQUIREMENTS**

- Section 02 41 19 - Selective Structure Demolition
- Section 03 00 00 - Concrete Work
- Section 03 01 40.70 – Rehabilitation of Precast Concrete
- Section 03 01 40.71 – Rehabilitation of Cast-In-Place Concrete

**QUALITY ASSURANCE**

**INDUSTRY STANDARDS, SPECIFICATIONS AND CODES**

**GENERAL**

Comply with all provisions of the following codes and standards except as modified herein.

All referenced codes and standards including all revisions and commentaries shall be the most currently adopted as of the date of these contract documents.

**AMERICAN CONCRETE INSTITUTE (ACI)**

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



1 CONCRETE REINFORCING STEEL INSTITUTE (CRSI)  
2 Manual of Standard Practice.  
3 Recommended Practice for Placing Reinforcing Bars.  
4

5 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)  
6 Specific ASTM numbers are noted in later text.  
7

8 **QUALIFICATIONS**  
9

10 **ACCEPTABLE MANUFACTURERS**

11 Shall be regularly engaged in the manufacture of steel bar, welded wire fabric reinforcing and mechanical splicing  
12 devices.  
13

14 **INSTALLER QUALIFICATIONS**

15 Shall have three years experience in the installation of steel bar and welded wire fabric reinforcing.  
16

17 **SOURCE QUALITY CONTROL**

18 Mill test certificates identifying chemical and physical analysis of each load of reinforcing steel delivered if requested.  
19

20 **STEEL PROPERTIES**

21 Submit certification of grade, chemical analysis and tensile properties of steel furnished if requested.  
22

23 **SUBMITTALS**

24 Submit in accordance with Section 01 30 00.  
25

26 **PART 2 – PRODUCTS**  
27

28 **REINFORCING STEEL**

29 **REINFORCING BARS**

30 Shall conform to ASTM A-615 "Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete  
31 Reinforcement".  
32

33 All reinforcing bars shall be deformed except that plain bars may be used for spirals.  
34

35 All column ties, beam stirrups and hairpins shall be Grade 40. If Grade 40 is unavailable, Grade 60 may be used.  
36

37 All main reinforcing bars and other bars not listed above shall be Grade 60 unless noted otherwise on the contract  
38 documents.  
39

40 **ACCESSORIES**

41 **SUPPORTS FOR REINFORCEMENT**

42 Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and  
43 fastening reinforcement in place.  
44

45 Use wire bar type supports complying with CRSI recommendations unless otherwise indicated. Do not use wood, brick  
46 and other unacceptable materials.  
47

48 For exposed-to-view concrete surfaces where legs of supports are in contact with forms provide supports with legs which  
49 are plastic protected. For sandblasted or bush-hammered concrete provide stainless steel protected or special stainless bar  
50 supports.  
51

52 In areas of concrete removal, short lengths of reinforcing bar shall be used to provide support for bars on chipped or  
53 rough concrete surfaces using similar spacing of supports.  
54  
55  
56

1 **ADHESIVE ANCHOR SYSTEM**

2 Hilti HY 150 (Substrate above 40°F)

3 Hilti HY 150 ICE (Substrate 40°F to 0°F)

4 Simpson ET (Substrate above 40°F)

5 Simpson AT (Substrate 40°F to 0°F)

6  
7 The adhesive used shall be a two component, structural grade epoxy material which meets the requirements of ASTM C-  
8 881 Types I, II, IV, and V, Grade 3, Class B and C. For cold weather applications the adhesive used shall be a two  
9 component, structural grade acrylic material which meets the requirements of ASTM C-881 Types I, IV, Grade 3, Class  
10 B and C

11  
12 The epoxy/acrylic shall be an odorless resin supplied in a two component dispensing system which keeps the resin and  
13 hardener separated until they are dispensed. The resin and hardener shall be mixed manufacturers ratio through a  
14 motionless static mixing nozzle provided by the manufacturer of the system. Cartridge type systems shall have pushers  
15 containing an "O" ring to prevent leakage during dispensing. The epoxy used shall have a minimum shelf life of two  
16 years.

17  
18 Anchor holes shall be drilled with a bit meeting the requirements of ANSI Standard B212.15 and shall be approved by  
19 the manufacturer. The epoxy and anchor hardware components shall be installed according to the manufacturer's written  
20 instructions.

21  
22 **FABRICATION**

23 All reinforcement shall be bent cold unless otherwise permitted by the Engineer.

24  
25 **UNACCEPTABLE MATERIALS**

26 Reinforcement with any of the following defects will not be permitted in the work:

- 27  
28 - Bar lengths, depths and bends exceeding specified fabrication tolerances.  
29 - Bends or kinks not indicated on drawings or final shop drawings.  
30 - Bars with reduced cross-section due to excessive rusting or other cause.

31  
32 **PRODUCT DELIVERY, STORAGE AND HANDLING**

33 **GENERAL**

34 Deliver reinforcement to the project site in bundles marked with metal tags indicating bar size, lengths and other  
35 information corresponding to markings shown on placement drawings.

36  
37 Handle and store materials to prevent dirt or excessive rust.

38  
39  
40 **PART 3 – EXECUTION**

41  
42 **INSPECTION**

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

46  
47 **PLACEMENT**

48 Comply with the specified codes and standards and CRSI "Recommended Practice for Placing Reinforcing Bars" for  
49 details and methods of reinforcement placement and supports and as herein specified.

50  
51 Clean reinforcement to remove loose rust and mill scale, earth, ice and other materials which reduce or impair bond with  
52 concrete.

53  
54 Position, support and secure reinforcement against displacement by formwork, construction or concrete placement  
55 operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers as required.

1  
2 Place reinforcement to obtain coverages for concrete protection as indicated. Arrange, space and securely tie bars and bar  
3 supports together with 16 gauge wire to hold reinforcement accurately in position during concrete placement operations.  
4 Set wire ties so that ends are directly away from exposed concrete surfaces.  
5

6 All exposed or additional reinforcing shall be no closer than  $\frac{3}{4}$ " measured radially from existing concrete. The elevation  
7 of all exposed or additional reinforcing shall be maintained at the original height.  
8

9 Provide two #3 bars 3" apart on four sides of floor drains in slabs.  
10

11 Provide sufficient number of supports and sizes as required to carry reinforcement. Maximum spacing of chairs is 48" on  
12 center. Do not place reinforcing bars more than 2" beyond the last leg of any continuous bar support. Do not use  
13 supports as bases for runways for concrete conveying equipment and similar construction loads.  
14

#### 15 **PLACING REINFORCING STEEL**

16 The placement of bars should conform to the CRSI Manual of Standard Practice.  
17

18 Replacement of unacceptable reinforcing or the installation of supplemental reinforcing sistered to existing with new will  
19 be directed by Engineer once existing reinforcing is gritblasted to remove corrosion.  
20

21 Runways or another approved protection scheme shall be provided for reinforcing located in a pour or which extends into  
22 the pour in order to prevent damage from moving equipment or pumping equipment.  
23

#### 24 **WELDING OF REINFORCEMENT**

25 Welding of reinforcement covered by this section is prohibited.  
26

#### 27 **FIELD QUALITY CONTROL**

28 Notify Engineer when reinforcing is in place so he may review existing bar conditions once existing bars have been  
29 gritblasted. Engineer shall have a minimum of 24 hour notice prior to placement of concrete. Engineer will provide  
30 direction of installation of supplemental reinforcing required due to existing bar section loss due to corrosion.  
31

32 Tend to reinforcing at all times during concrete placement and make necessary adjustments to reinforcing which has been  
33 dislodged by concrete placement or workmen.  
34

35 End of Section

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**SECTION 03 37 12**  
**GUNITE**

**PART 1 – GENERAL**

**Part 1 – General**

Summary  
References  
Submittals  
Applicator Qualifications  
Delivery, Storage and Handling

**Part 2 – Products**

Concrete Type, Strengths and Uses  
Materials  
Mix Proportions and Preconstruction Testing

**Part 3 – Execution**

Preparation of Chipped-Out Surfaces to Receive Gunite  
Equipment  
Batching and Mixing  
Placement of Gunite  
Finishing  
Curing  
Limitations of Operations  
Field Quality Control

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

The word "Gunite" used in this specification shall mean the dry mix process as described in ACI 506R.

Related work includes Specification Section 03 37 13 "Shotcrete" which refers to the wet mix process as described in ACI 506R. Refer to section 02 41 19 Selective Structural Demolition

**SUMMARY**

Include all materials, labor, services and incidentals necessary for the completion of this section of the work.

Furnish the necessary equipment and materials to apply gunite patches on the underside of the parking structure slab, columns or beams.

**REFERENCES**

**INDUSTRY STANDARDS, SPECIFICATIONS AND CODES**

**GENERAL**

Comply with all provisions of the following codes and standards except as modified herein.

All referenced codes and standards including all revisions and commentaries shall be the most currently adopted as of the date of these contract documents.

**AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)**

ASTM C-33	Specification for Concrete Aggregate
ASTM C-39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C-42	Standard Method of Obtaining and Testing Drilled Cored and Sawed Beams of

53		Concrete
54	ASTM C-150	Specification for Portland Cement
55	ASTM C-309	Standard Specification for Liquid Membrane - Forming Compounds for Curing Concrete
56	ASTM E-329	Specification for Inspection and Testing Agencies for Concrete, Steel and Bituminous
57		Materials as used in Construction

58  
59 Additional ASTM numbers are noted in later text.

60  
61 **AMERICAN CONCRETE INSTITUTE (ACI)**

62		
63	ACI 301	Specification for Structural Concrete in Buildings
64	ACI 305	Recommended Practice for Hot Weather Concreting
65	ACI 306	Recommended Practice for Cold Weather Concreting
66	ACI 318	Building Code Requirements for Reinforced Concrete
67	ACI 506	Guide to Shotcrete
68	ACI 506.2	Specification for Materials, Proportioning and Application of Shotcrete
69		Field guide to Concrete Repair Application Procedures:
70		RAP Bulletin # 12 Concrete Repair by Shotcrete Application

71  
72 **SUBMITTALS**

73 The Contractor shall submit trial mix proportions with compressive strength results in accordance with Section 01 30 00  
74 and as described later in this section.

75  
76 The Contractor shall submit test results of gunite core tests after each day's gunning in accordance with Section 01 30 00  
77 and as described later in this section.

78  
79 **APPLICATOR QUALIFICATIONS**

80 The Contractor shall have three years of experience in performing work similar to that shown in the drawings and  
81 specifications. The foreman of the gunite crew shall have a minimum of two years experience as a gunite nozzleman,  
82 finisher and gunman. The nozzleman shall have certification or a minimum 3000 hours experience as a nozzleman and  
83 completed at least one similar application as a nozzleman.

84  
85 The Contractor shall submit a list of three projects in which similar work to that specified was successfully completed.  
86 This list shall contain the following for each of the three projects:

- 87
- 88 - Project Name
  - 89 - Owner of project
  - 90 - Owner's representative, address and phone number
  - 91 - One-sentence description of work
  - 92 - Cost of this gunite work
  - 93 - Total restoration cost of project
  - 94 - Date of completion

95  
96 The sum of the costs for gunite work of the five projects provided above shall be a minimum of \$100,000.

97  
98 **DELIVERY, STORAGE AND HANDLING**

99 Cement shall be stored in weathertight enclosures which shall provide protection from dampness and contamination.  
100 Aggregate stockpiles shall be arranged and used in a manner to avoid segregation or contamination with foreign matter or  
101 other aggregates. Reinforcement shall be stored so as to avoid contact with the ground.

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**PART 2 – PRODUCTS**

Contractor’s option to use batched material or use of pre-portioned bag mix.

**PRE-PORTIONED BAG MIX**

MS-D1 Synthetic Fiber Shotcrete by King Packaged Materials Company, Ontario CA

**CONCRETE TYPE, STRENGTHS AND USES**

The minimum compressive strength indicated, based on 3" diameter, 3" long core specimens shall be as follows:

<u>Concrete Type</u>	<u>Strength</u>	<u>Use</u>
Gunite	7 days - 3300 PSI 28 days - 4000 PSI	Beams and underside of slab repair

Ends of the test specimens shall be properly prepared for testing as described in ASTM C-42 "Obtaining and Testing Drilled Cores and Sawed Beams of Concrete".

**MATERIALS**

**CEMENT**

Shall be Portland Cement conforming to ASTM C-150, Type 1.

**ADMIXTURES**

Admixtures shall be submitted to the Engineer for approval.

The total chloride ion content of the mix shall not exceed 0.10% by weight of cement.

Silica fume shall be used in the mix for exterior exposure or a silane sealer with 40% solids shall be applied over the gunite repair.

**WATER**

Mixing water shall be fresh, clean and potable.

**REINFORCING**

Corroded reinforcing shall be prepared per Section 03365 "Preparation of Chipped Out Surfaces to Receive Gunite".

**AGGREGATES**

Aggregates shall be clean, free of salt and organic impurities and conform to the requirements of ASTM C-33. The combined gradation shall conform to one of the gradations shown below:

GRADATION LIMITS FOR COMBINED AGGREGATE - GRADATION NO. 1

<u>Sieve Size</u> <u>U.S. Standard</u> <u>Square Mesh</u>	<u>Percent by</u> <u>Weight Passing</u>
1/2"	-
3/8"	100
No. 4	95 - 100
No. 8	80 - 100
No. 16	50 - 85
No. 30	25 - 60
No. 50	10 - 30
No. 100	2 - 10

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**MIX PROPORTIONS AND PRECONSTRUCTION TESTING**

The required gunite mix shall be developed prior to the actual application of gunite to any surface forming a permanent part of the repair work. A trial mix shall be made with the same ingredients and tested in the same mixing and placing equipment that is proposed for use in the work. The mix design proposed for use, when tested as described below shall have a minimum compressive strength of 3300 PSI at 7 days and 4000 PSI at 28 days.

A sand to cement ratio of 3½ to 4.0 is recommended, the actual mix proportions used will be at the discretion of the Contractor so long as the requirements for strength and proper steel encasement are met. The lowest water-cement ratio compatible with the above parameters is recommended.

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 testing.

- Sieve analysis for fine and coarse aggregate
- Test for aggregate organic impurities
- Proportions of all materials
- Mixing method
- Mill certificates for cement
- Slump at the pump
- Air content at the pump

Two test panels shall be made using the trial mix by one of the nozzle men expected to work on the job. The panel shall be at least 18" x 18" x 3"; they shall be gunned in an upside-down horizontal position simulating actual field conditions. At least 6 cubes or cores shall be cut from each of the test panels. These specimens shall be cut from the gunited test panels not earlier than 5 days after gunning. The specimens shall be examined by the Engineer for sand pockets or lamination. Three specimens shall be tested for compressive strength at 7 and 28 days. For cube specimens and core cylinders with a length/diameter ratio less than 2, the minimum compressive strength shall be at least equal to the specified strength divided by 0.85. During storage, the specimens shall be kept continuously moist. Costs for cutting and testing shall be paid by the Owner.

The proportions of materials determined on the basis of developed mix proportions and trial mix testing along with compressive strength data shall be submitted to the Engineer for approval. After approval by the Engineer, these proportions shall be used in the actual application of gunite and shall not be varied without further approval.

**PART 3 – EXECUTION**

**PREPARATION OF CHIPPED-OUT SURFACES TO RECEIVE GUNITE**

The Engineer will locate and mark the areas to be repaired.

Refer to section 02 41 19 Selective Structural Demolition

**EQUIPMENT**

**GENERAL**

Placing equipment shall consist of spray nozzle for providing ejection of dry materials and water in the mixture; separate hoses deliver dry materials and water to the nozzle; a suitable machine to introduce the dry materials to the delivery hose under air pressure; and air and water supply systems. The entire system shall be so arranged that the nozzle man may use air and water in any combination to prepare the surfaces or to clean completely. In addition, a separate air hose and blow pipe shall be available to remove dust and rebound during gunite application. Equipment shall be provided to allow

208 application of gunite to all surfaces at a minimum range of one foot from the nozzle.

209

210 **WATER SYSTEM**

211 The water system shall be capable of supplying sufficient quantity at 90 PSI minimum pressure through a regulating  
212 valve, easily and accurately controlled by the nozzleman.

213

214 **AIR SUPPLY**

215 The air supply shall be capable of supplying the delivery machine at the pressures and volumes recommended by the  
216 manufacturer of the machine. No air supply system shall be used that delivers air contaminated by oil.

217

218 **DELIVERY MACHINE**

219 The delivery machine shall be capable of introducing dry materials to the delivery hose at a uniform rate, with ejection  
220 from the nozzle at velocities that apply materials to the treated surface with minimum rebound and maximum adherence  
221 and density.

222

223 **BATCHING AND MIXING**

224 Weight batching shall be used to control mix proportions. With the Engineer's permission, volume batching may be used  
225 during gunite operations provided that a minimum of one weight batching check is made every 8 hours for control  
226 purposes. Cement may be batched by integral bags.

227

228 Aggregate and cement shall be thoroughly mixed in the surface dry state before being deposited in the placing equipment.

229 The moisture content of the combined aggregate at the time of mixing shall meet the approval of the inspector and  
230 should be in the range of 3% to 6% of weight of the oven-dry (110°C) aggregate.

231

232 The water content of the mix should be such as to produce the minimum slump that can be handled by the pump. A  
233 slump in the range of 1½" to 3" at the pump is normally suitable. The applied mix shall be dry enough to prevent sagging  
234 or sloughing from the repair surface.

235

236 **PLACEMENT OF GUNITE**

237 The provisions of "Guide to Shotcrete" (ACI 506) and "Specification for Materials, Proportioning and Application of  
238 Shotcrete" (ACI 506.2) should be followed insofar as they apply to the work.

239

240 The thickness of any given layer of gunite shall be such as to preclude sagging or falling away. If wind or air currents  
241 cause separation of the nozzle stream during placement, gunite shall be discontinued or suitable means shall be provided  
242 to screen the nozzle stream.

243

244 The surface of freshly placed gunite shall be broomed or scraped to remove any loose material if additional layers of  
245 gunite are to be applied thereto after hardening. Such surfaces shall also be dampened before applying succeeding layers.

246

247 No gunite shall be placed if drying or stiffening of mix takes place at any time prior to delivery to the nozzle. Under no  
248 circumstances shall any rebound or previously expended material be included in the work or used in the gunite mix.

249

250 If during the placement of gunite there is any overspray on adjacent surfaces including replacement subsequently to be  
251 gunited, all such overspray or rebound shall be removed prior to final set and before placement of gunite on such  
252 surfaces.

253

254 Gunite which lacks uniformity, exhibits segregation, honeycombing, or lamination, or which contains any dry patches,  
255 voids or sand pockets shall be removed and replaced.

256

257 The nozzle shall be held at such a distance and angle so that material shall be fully placed behind reinforcement before  
258 any material is allowed to accumulate on its face.

259



260 Provide alignment wires to establish thickness and plane surfaces. Install alignment wires at corners and offsets not  
261 established by form work. Ensure alignment wires are tight, true to line and placed to allow further tightening.  
262

263 **FINISHING**

264 Scraping with a featheredge or screed to remove high spots shall not be done until the gunite has become stiff enough to  
265 withstand the pull of the screeding device.  
266

267 The final surface finish shall be troweled for architectural appearance. The finished surface shall retain the original  
268 architectural form. Partial forming of edges and corners with multiple passes of gunite shall be provided as directed by  
269 the Engineer.  
270

271 **CURING**

272 Freshly applied gunite shall be protected from premature drying and temperatures below 40°F and shall be maintained  
273 with minimal moisture loss at a relatively constant temperature.  
274

275 Gunite shall be kept continuously moist for at least 7 days. The following method shall be used:  
276

277         Apply a curing compound in accordance with ASTM C-309 "Specifications for Liquid Membrane - Forming  
278         Compounds for Curing Concrete". Two applications shall be made; the second shall be within an hour of the  
279         first application. Curing compounds shall not be used on any surface which additional shotcrete or other  
280         cementitious materials are to be bonded. Curing compounds shall be compatible with the surface sealer to be  
281         used.  
282

283 **LIMITATIONS OF OPERATIONS**

284 No traffic shall be permitted in the bay above during the gunite work for 48 hours thereafter.  
285

286 Traffic and pedestrian movement through the work area shall be limited to prevent damage or injury resulting from the  
287 work. Adjacent surfaces shall be protected, as much as possible, and shall be cleaned after the gunite work is completed.  
288

289 **FIELD QUALITY CONTROL**

290 Specimens for determining compressive strength shall be made by the Contractor for each 8-hour period that gunite is  
291 placed.  
292

293 A test panel with minimum dimensions of 18" x 18" x 3" shall be gunned in the same position as the work represented  
294 and field cured in the same manner as the work. The panels shall be gunned by the nozzleman doing most of the work.  
295

296 At least three 3" diameter cores or 3" cubes shall be cut from each panel for testing. Panels shall not be removed prior to  
297 12 hours after shotcreting. Specimens shall not be cut until immediately prior to testing. All cutting and testing shall be  
298 performed by a qualified approved testing laboratory which meets the requirements of ASTM E-329 and their reports  
299 will be sent to the Engineer and the Contractor. Cost for fabrication of the test panel shall be paid for by the Contractor.  
300 Cost for cutting and testing shall be paid for by the Owner.  
301

302 Testing of cores and cubes shall be in accordance with ASTM C-42. Each test report shall contain the following  
303 information for each set:  
304

- 305 - Individual test specimen strength, type of failure
- 306 - Specimen number
- 307 - Portion of structure represented by the concrete tested
- 308 - Date cast
- 309 - Date tested
- 310 - Concrete properties specified
- 311 - Notice if tests indicate concrete is not in conformance with specifications.

312  
313 The specimens shall be tested at an age of 7 days. Strength of concrete shall be considered satisfactory if average of two  
314 7-day tests in each set of cores or cubes equals or exceeds 3300 PSI and neither of the 7-day tests is 500 PSI or more  
315 below the specified 7-day strength.

316  
317 Should results of test not meet preceding requirements associated gunitite work will either be rejected by the Engineer or  
318 additional testing will be performed at 28 days. If strength acceptance criteria are not met by core tests at 28 days, the  
319 Contractor shall remove and replace all questionable areas of concrete at the Contractor's expense. The costs of  
320 additional tests shall be paid for by the Contractor.

321  
322 Contractor may choose to have cores removed and tested from the work in place rather than the test panels at his expense.

323  
324 The Engineer may perform additional destructive and non-destructive testing to detect voids in the gunitite repairs. If any  
325 voids are found, the costs of these initial tests as well as all subsequent tests shall be paid by the Contractor. The  
326 Contractor shall also remove and replace at no cost to the Owner, all gunitite repairs found to contain voids. If no voids  
327 are found, the costs of all tests will be paid by the Owner.

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**SECTION 03 37 13**  
**SHOTCRETE**

**PART 1 – GENERAL**

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**Part 1 – General**

Summary  
References  
Submittals  
Applicator Qualifications  
Delivery, Storage and Handling

36  
37  
38

**Part 2 – Products**

Concrete Type, Strengths and Uses  
Materials  
Mix Proportions and Preconstruction Testing

39  
40  
41  
42

**Part 3 – Execution**

Preparation of Chipped-Out Surfaces to Receive Shotcrete  
Batching and Mixing  
Placement of Shotcrete  
Finishing  
Curing  
Limitations of Operations  
Field Quality Control

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

The word "Shotcrete" used in this specification shall mean the wet mix process as described in ACI 506R.

Related work includes Specification Section 03 37 12 "Gunite" which refers to the dry mix process as described in ACI 506R. 02 41 19 Selective Structural Demolition

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**SUMMARY**

Include all materials, labor, services and incidentals necessary for the completion of this section of the work.

Furnish the necessary equipment and materials to apply shotcrete patches on the underside of the parking structure slab, columns or beams.

**REFERENCES**

INDUSTRY STANDARDS, SPECIFICATIONS AND CODES  
GENERAL

Comply with all provisions of the following codes and standards except as modified herein.

All referenced codes and standards including all revisions and commentaries shall be the most currently adopted as of the date of these contract documents.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C-33	Specification for Concrete Aggregate
ASTM C-39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C-42	Standard Method of Obtaining and Testing Drilled Cored and Sawed Beams of Concrete



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**PART 2 – PRODUCTS**

Contractor’s option to use batched material or use of pre-portioned bag mix.

**PRE-PORTIONED BAG MIX**

MS-W1 Synthetic Fiber Shotcrete by King Packaged Materials Company, Ontario CA

**CONCRETE TYPE, STRENGTHS AND USES**

The minimum compressive strength indicated, based on 3" diameter, 3" long core specimens shall be as follows:

<u>Concrete Type</u>	<u>Strength</u>	<u>Use</u>
Shotcrete	7 days - 3300 PSI 28 days - 4000 PSI	Beams and underside of slab repair

Ends of the test specimens shall be properly prepared for testing as described in ASTM C-42 "Obtaining and Testing Drilled Cores and Sawed Beams of Concrete".

**MATERIALS**

**CEMENT**

Shall be Portland Cement conforming to ASTM C-150, Type 1.

**ADMIXTURES**

Admixtures shall be submitted to the Engineer for approval.

The total chloride ion content of the mix shall not exceed 0.10% by weight of cement.

**AIR ENTRAINING**

Shall conform to ASTM C-260. The entrained air content shall be controlled in a range of 6% to 8% of total air at the pump.

Air entraining shall be required for all shotcrete used in exterior applications.

**WATER**

Mixing water shall be fresh, clean and potable.

**REINFORCING**

Corroded reinforcing shall be prepared per Section 03360 "Preparation of Chipped-Out Surfaces to Receive Shotcrete".

**AGGREGATES**

Aggregates shall be clean, free of salt and organic impurities and conform to the requirements of ASTM C-33. The combined gradation shall conform to one of the gradations shown below:

GRADATION LIMITS FOR COMBINED AGGREGATE - GRADATION NO. 1

<u>Sieve Size</u> U.S. Standard <u>Square Mesh</u>	<u>Percent by</u> <u>Weight Passing</u>
½"	-

157	3/8"	100
158	No. 4	95 - 100
159	No. 8	80 - 100
160	No. 16	50 - 85
161	No. 30	25 - 60
162	No. 50	10 - 30
163	No. 100	2 - 10

164

165 **MIX PROPORTIONS AND PRECONSTRUCTION TESTING**

166 The required shotcrete mix shall be developed prior to the actual application of shotcrete to any surface forming a  
 167 permanent part of the repair work. A trial mix shall be made with the same ingredients and tested in the same mixing and  
 168 placing equipment that is proposed for use in the work. The mix design proposed for use, when tested as described  
 169 below shall have a minimum compressive strength of 3300 PSI at 7 days and 4000 PSI at 28 days.

170

171 A sand to cement ratio of 3½ to 4.0 is recommended, the actual mix proportions used will be at the discretion of the  
 172 Contractor so long as the requirements for strength and proper steel encasement are met. The lowest water-cement ratio  
 173 compatible with the above parameters is recommended.

174

175 Mix designs of each separate mix shall be prepared and the following data shall be submitted to the Engineer for each  
 176 mix design. The Contractor shall be responsible for costs relating to testing.

177

- 178 - Sieve analysis for fine and coarse aggregate
- 179 - Test for aggregate organic impurities
- 180 - Proportions of all materials
- 181 - Mixing method
- 182 - Mill certificates for cement
- 183 - Slump at the pump
- 184 - Air content at the pump

185

186 Two test panels shall be made using the trial mix by one of the nozzle men expected to work on the job. The panel shall  
 187 be at least 18" x 18" x 3"; they shall be gunned in an upside-down horizontal position simulating actual field conditions.  
 188 At least 6 cubes or cores shall be cut from each of the test panels. These specimens shall be cut from the shotcreted test  
 189 panels not earlier than 5 days after shotcreting. The specimens shall be examined by the Engineer for sand pockets or  
 190 lamination. Three specimens shall be tested for compressive strength at 7 and 28 days. For cube specimens and core  
 191 cylinders with a length/diameter ratio less than 2, the minimum compressive strength shall be at least equal to the  
 192 specified strength divided by 0.85. During storage, the specimens shall be kept continuously moist. Costs for cutting  
 193 and testing shall be paid by the Owner.

194

195 The proportions of materials determined on the basis of developed mix proportions and trial mix testing along with  
 196 compressive strength data shall be submitted to the Engineer for approval. After approval by the Engineer, these  
 197 proportions shall be used in the actual application of shotcrete and shall not be varied without further approval.

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**PART 3 – EXECUTION**

201

202

203 **PREPARATION OF CHIPPED-OUT SURFACES TO RECEIVE SHOTCRETE**

204 The Engineer will locate and mark the areas to be repaired.

205

206 Refer to section 02 41 19 Selective Structural Demolition

207

208 **BATCHING AND MIXING**

209 Weight batching shall be used to control mix proportions. With the Engineer's permission, volume batching may be used  
210 during shotcreting operations provided that a minimum of one weight batching check is made every 8 hours for control  
211 purposes. Cement may be batched by integral bags.

212  
213 Aggregate and cement shall be thoroughly mixed in the surface dry state before being deposited in the placing equipment.  
214 The moisture content of the combined aggregate at the time of mixing shall meet the approval of the inspector and  
215 should be in the range of 3% to 6% of weight of the oven-dry (110°C) aggregate.

216  
217 The water content of the mix should be such as to produce the minimum slump that can be handled by the pump. A  
218 slump in the range of 1½" to 3" at the pump is normally suitable. The applied mix shall be dry enough to prevent sagging  
219 or sloughing from the repair surface.

220  
221 **PLACEMENT OF SHOTCRETE**  
222 The provisions of "Guide to Shotcrete" (ACI 506) and "Specification for Materials, Proportioning and Application of  
223 Shotcrete" (ACI 506.2) should be followed insofar as they apply to the work.

224  
225 The thickness of any given layer of shotcrete shall be such as to preclude sagging or falling away. If wind or air currents  
226 cause separation of the nozzle stream during placement, shotcreting shall be discontinued or suitable means shall be  
227 provided to screen the nozzle stream.

228  
229 The surface of freshly placed shotcrete shall be broomed or scraped to remove any loose material if additional layers of  
230 shotcrete are to be applied thereto after hardening. Such surfaces shall also be dampened before applying succeeding  
231 layers.

232  
233 No shotcrete shall be placed if drying or stiffening of mix takes place at any time prior to delivery to the nozzle. Under  
234 no circumstances shall any rebound or previously expended material be included in the work or used in the shotcrete mix.

235  
236 If during the placement of shotcrete there is any overspray on adjacent surfaces including replacement subsequently to be  
237 shotcreted, all such overspray or rebound shall be removed prior to final set and before placement of shotcrete on such  
238 surfaces.

239  
240 Shotcrete which lacks uniformity, exhibits segregation, honeycombing or lamination, or which contains any dry patches,  
241 voids or sand pockets shall be removed and replaced.

242  
243 The nozzle shall be held at such a distance and angle so that material shall be fully placed behind reinforcement before  
244 any material is allowed to accumulate on its face.

245  
246 Provide alignment wires to establish thickness and plane surfaces. Install alignment wires at corners and offsets not  
247 established by form work. Ensure alignment wires are tight, true to line and placed to allow further tightening.

248  
249 **FINISHING**  
250 Scraping with a featheredge or screed to remove high spots shall not be done until the shotcrete has become stiff enough  
251 to withstand the pull of the screeding device.

252  
253 The final surface finish shall be troweled for architectural appearance. The finished surface shall retain the original  
254 architectural form. Partial forming of edges and corners with multiple passes of shotcrete shall be provided as directed by  
255 the Engineer.

256  
257 **CURING**  
258 Freshly applied shotcrete shall be protected from premature drying and temperatures below 40°F and shall be maintained  
259 with minimal moisture loss at a relatively constant temperature.

260



261 Shotcrete shall be kept continuously moist for at least 7 days. The following method shall be used:  
262

263 Applying a curing compound in accordance with ASTM C-309 "Specifications for Liquid Membrane - Forming  
264 Compounds for Curing Concrete". Two applications shall be made; the second shall be within an hour of the  
265 first application. Curing compounds shall not be used on any surface which additional shotcrete or other  
266 cementitious materials are to be bonded. Curing compounds shall be compatible with the surface sealer to be  
267 used.  
268

### 269 **LIMITATIONS OF OPERATIONS**

270 No traffic shall be permitted in the bay above during the shotcreting work for 48 hours thereafter.  
271

272 Traffic and pedestrian movement through the work area shall be limited to prevent damage or injury resulting from the  
273 work. Adjacent surfaces shall be protected as much as possible and shall be cleaned after the shotcrete work is  
274 completed.  
275

### 276 **FIELD QUALITY CONTROL**

277 Specimens for determining compressive strength shall be made by the Contractor for each 8-hour period that shotcrete is  
278 placed.  
279

280 A test panel with minimum dimensions of 18" x 18" x 3" shall be gunned in the same position as the work represented  
281 and field cured in the same manner as the work. The panels shall be gunned by the nozzleman doing most of the work.  
282

283 At least three 3" diameter cores or 3" cubes shall be cut from each panel for testing. Panels shall not be removed prior to  
284 12 hours after shotcreting. Specimens shall not be cut until immediately prior to testing. All cutting and testing shall be  
285 performed by a qualified approved testing laboratory which meets the requirements of ASTM E-329 and their reports  
286 will be sent to the Engineer and the Contractor. Cost for fabrication of the test panel shall be paid for by the Contractor.  
287 Cost for cutting and testing shall be paid for by the Owner.  
288

289 Testing of cores and cubes shall be in accordance with ASTM C-42. Each test report shall contain the following  
290 information for each set:  
291

- 292 - Individual test specimen strength, type of failure
- 293 - Specimen number
- 294 - Portion of structure represented by the concrete tested
- 295 - Date cast
- 296 - Date tested
- 297 - Concrete properties specified
- 298 - Notice if tests indicate concrete is not in conformance with specifications.  
299

300 The specimens shall be tested at an age of 7 days. Strength of concrete shall be considered satisfactory if average of two  
301 7-day tests in each set of cores or cubes equals or exceeds 3300 PSI and neither of the 7-day tests is 500 PSI or more  
302 below the specified 7-day strength.  
303

304 Should results of test not meet preceding requirements, associated shotcrete work will either be rejected by the Engineer  
305 or additional testing will be performed at 28 days. If strength acceptance criteria are not met by core tests at 28 days, the  
306 Contractor shall remove and replace all questionable areas of concrete at the Contractor's expense. The costs of  
307 additional tests shall be paid for by the Contractor.  
308

309 Contractor may choose to have cores removed and tested from the work in place rather than the test panels at his expense.  
310

311 The Engineer may perform additional destructive and non-destructive testing to detect voids in the shotcrete repairs. If  
312 any voids are found, the costs of these initial tests as well as all subsequent tests shall be paid by the Contractor. The

313 Contractor shall also remove and replace at no cost to the Owner, all shotcrete repairs found to contain voids. If no voids  
314 are found, the costs of all tests will be paid by the Owner.  
315 End of Section

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**SECTION 05 50 00**  
**METAL FABRICATIONS**

**PART 1 – GENERAL**

**Part 1 – General**

- Summary
- References
- Submittals
- Delivery, Storage and Handling

**Part 2 – Products**

- General
- Materials
- General Fabrication

**Part 3 – Execution**

- Erection
- Schedule of Items

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

**SUMMARY**

Include all materials, labor, services and incidentals necessary for the completion of this section of the work.

Custom fabricated, ferrous metal items 14 gauge and heavier, prime paint finished.

Pre-fabricated steel, including but not limited to replacement of corroded imbedded vertical railing sections with new surface base assemblies and miscellaneous steel sections for installation of items shown on the drawings.

Refer to Schedule at the end of this section.

Rolled steel plates, shapes and bars, tubular steel and bolts shall be of domestic manufacture and shall be clean and free of rust and/or pitting.

**REFERENCES**

**INDUSTRY STANDARDS, SPECIFICATIONS AND CODES**

**GENERAL**

Comply with all provisions of the following codes and standards except as modified herein.

All referenced codes and standards including all revisions and commentaries shall be the most currently adopted as of the date of these contract documents.

**AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)**

- Specification for Structural Steel Buildings - Allowable Stress Design and Plastic Design
- Code of Standard Practice for Steel Buildings and Bridges
- Specification for Structural Joints Using ASTM A-325 and A-490 Bolts; approved by the Research Council on Structural Connections of the Engineering Foundation
- Structural Steel Detailing

**AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)**

Specific ASTM numbers are noted in later text.

55 AMERICAN WELDING SOCIETY (AWS)  
56 D1.1 Structural Welding Code - Steel  
57 D1.3 Structural Welding Code - Sheet Steel  
58

59 **SUBMITTALS**

60 Submit in accordance with General Conditions.  
61

62 **SHOP DRAWINGS**

63  
64 Submit shop drawings of metal fabrications and prefabricated items.  
65  
66 Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners and accessories.  
67  
68 Include erection drawings, elevations and details where applicable.  
69  
70 Indicate welded connections using standard AWS welding symbols. Indicate net weld lengths.  
71  
72 Any fabrication from shop drawings that have not been approved by the Engineer are at fabricator's own risk.  
73

74 **DELIVERY, STORAGE AND HANDLING**

75 Handle steel with care to avoid bending, twisting or other damage.  
76  
77 Unload under supervision of Contractor.  
78  
79 Place on blocking to keep steel off ground.  
80  
81 Store steel to allow drainage of water from all parts.  
82

83 **PART 2 – PRODUCTS**

84  
85 **GENERAL**

86 Provide and install items as listed in Schedule at end of this section, complete in respect to function as intended.  
87

88 **MATERIALS**

89 **STEEL STRUCTURAL SHAPES**

90 Shall conform to ASTM A-6 and A-36.  
91

92 **PIPE**

93 Shall be welded and seamless steel pipe conforming to ASTM A-53, Grade B, Schedule 40, plain finish.  
94

95 **THREADED RODS, BOLTS, NUTS AND WASHERS**

96 Shall be high strength steel type conforming to ASTM A-304 S.S. unless noted otherwise.  
97

98 **WELDING MATERIALS**

99 Shall be applicable AWS D1.1, type required for materials being welded.  
100

101 **EXPANSION BOLTS**

102 Stainless Steel Hilti Kwik Bolt III or approved equal  
103

104 **PRIMER PAINT**

105 Exterior Exposure: Shall be "Tneme-Zinc 90-96" by Tnemec Company, Inc.  
106

107 **GENERAL FABRICATION**

108 Verify dimensions on site prior to shop fabrication.

- 109  
110 Fit and shop assemble sections in largest practical sizes.  
111  
112 Accurately form and fit components and connections. Grind exposed edges and welds smooth and flush.  
113  
114 Supply components required for proper anchorage of metal fabrications. Fabricate anchorage and related components of  
115 same material and finish as metal fabrication unless otherwise specified in Schedule herein.  
116  
117 Thoroughly clean surfaces of rust, scale, grease and foreign matter prior to prime painting.  
118  
119 Prime paint items as scheduled. Do not shop prime surfaces in contact with concrete or requiring field welding. Shop  
120 prime one coat at a rate to provide a uniform dry film thickness of 4.0 mils.  
121

### **PART 3 – EXECUTION**

#### **ERECTION**

- 122  
123  
124  
125 Obtain Engineer's permission prior to site cutting or making adjustments which are not part of scheduled work.  
126  
127  
128 Install items square and level, accurately fitted and free from distortion or defects.  
129  
130 Make provision for erection stresses by temporary bracing. Keep work in alignment.  
131  
132 Replace items damaged in course of installation.  
133  
134 Perform field welding in accordance with AWS D1.1.  
135  
136 After installation, touch up field welds and scratched and damaged prime painted surfaces. Use a primer consistent with  
137 shop coat.  
138

#### **SCHEDULE OF ITEMS**

- 139 Supply and install metal fabrications listed herein complete with anchorage and attachments necessary for installation.  
140  
141  
142 1. New railing base vertical assemblies

143  
144 End of Section  
145

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**SECTION 07 18 17**  
**BROADCAST EPOXY OVERLAY**

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**Part 1 – General**

Summary  
Related work and Requirements  
Quality Assurance  
Delivery, Storage and Handling  
Job Conditions  
Submittals  
Warranty

**Part 2 – Products**

Manufacturers  
Materials  
Performance Criteria

**Part 3 – Execution**

Surface  
Mixing & Application  
Cleaning

“Applicable provisions of Division 1 shall govern work under this section.”

**PART 1 - GENERAL**

**SUMMARY**

This specification describes the application of a waterproof, slip resistant wearing surface using a low modulus epoxy binder and selected aggregate. Install on stair treads, risers and intermediate stair landings and a portion of the raised slab on the parking levels adjacent to stairs. Install over cast original cast iron stair nosings, do not install over aluminum nosings, install around aluminum nosings.

**RELATED WORK AND REQUIREMENTS**

02 41 19 – Selective Structure Demolition  
07 19 10 – Epoxy Crack Healer – Penetrating Sealer

**QUALITY ASSURANCE**

Manufacturing qualifications: The manufacturer of the specified product shall be ISO 9001 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis.

Contractor qualifications: Contractor shall be qualified in the field of concrete repair and protection with a successful track record of 5 years or more. Contractor shall maintain qualified personnel who have received product training by a manufacturer's representative.

Install materials in accordance with all safety and weather conditions required by manufacturer or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction. Consult Material Safety Data Sheets for complete handling recommendations.

**DELIVERY, STORAGE, AND HANDLING**

All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.

Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use. Condition the specified product as recommended by the manufacturer.

**JOB CONDITIONS**





1 Aggregate: Use Extra Fine (30/60 mesh) Black Beauty aggregate manufactured by Reed Minerals,  
2 Mechanicsburg, PA 17055, in bids. Aggregate to match existing stair epoxy broadcast system  
3

4 **PERFORMANCE CRITERIA**

5 Viscosity, poise, at 75 degrees F (24 degrees C) #3 spindle at 20 rpm: 10 – 25 per Brookfield.

6 Compressive Strength, ASTM C579:

7 3 hours: 1,000 psi (7.0 MPa).

8 24 hours: 5,000 psi (34.5 MPa).

9 7 days: 6,000 psi (41 MPa).

10 Compressive strength, ASTM D 695 at 7 days: 6,500 psi (51.7 MPa).

11 Compressive modulus, ASTM D 695: 6.5 x 10 to the 4th psi (448 MPa).

12 Tensile Strength, ASTM D638:

13 7 days: 2500 (17.2 MPa).

14 Tensile Strength, ASTM D638:

15 7 days: 30 percent.

16 Bond strength, ASTM C882, moist at 14 days: 2,500 psi (17.2 MPa).

17 Water absorption, ASTM D 570, 14 day cure, 24 hour immersion: 0.4 percent.

18 Thermal compatibility, ASTM C 884, 7 day cure: No delamination or horizontal cracks.

19 Permeability of chloride ions, AASHTO T 277, 28 day cure: 73 coulombs (negligible).

20 Setting Time, ASTM C191, at 72 degrees F (22 degrees C), 50 percent relative humidity

21 Initial: 15 minutes.

22 Final: 30 minutes

23 \* Aggregate used shall conform to ASTM C-190.  
24

25 **PART 3 – EXECUTION**

26 **SURFACE**

27 Contractor to repair all delaminations and associated structural defects in surfaces prior to application of  
28 broadcast system  
29

30 Prepare all surfaces to receive broadcast system by gritblasting concrete and all imbedded metal. Remove  
31 gritblasting debris by sweeping & vacuum.  
32

33 Tape all vertical surfaces adjacent to horizontal application areas. Provide a dam of tape or other material at nosing  
34 of stairs.  
35

36 Apply Epoxy Healer Sealer Penetrating Sealer to all intermediate stair landing slabs prior to the installation of the  
37 broadcast aggregate system

1 **MIXING & APPLICATION**

2 Precondition all components to 70 degrees F (21 degrees C) for 24 hours before using.

3 Mix and apply per written manufacturers instructions

4 Overlay by Broadcast Aggregate Method:

5 Spread the mixed overlay material onto the substrate with a notched squeegee at a rate of 40 sf/gallon (1.0 sm/L) or  
6 2.5 gallons/100 sf. Place the epoxy to permit a continuous operation.

7  
8 Begin the aggregate broadcast immediately, but stop to maintain a wet edge. Broadcast to complete rejection  
9 (approximately 1.1 lb/sf (5.4 kg/sm). If wet spots develop, immediately broadcast additional aggregate until a dry  
10 surface is re-established.

11

12 **CURING:**

13 Allow proper curing of repair mortar, conducted per ACI 308 “Standard Practice for Curing Concrete.”

14 Where ambient conditions (high temperature, low humidity, or moderate to high winds) may cause rapid  
15 moisture loss, use an ASTM C309-compliant curing compound, sprayed onto surface of finished repair in  
16 continuous film.

17 Apply curing compound when surface cannot be marred by application process.

18 **CLEANING**

19 Clean wet repair mortar material from tools and equipment with water or solvent. Remove cured materials  
20 mechanically.

21 Clean up and properly dispose of excess aggregate & debris remaining on Project site related to application.

22 Remove temporary coverings and protection from adjacent Work areas.

23 **PROTECTION**

24 Protect repair mortar system and traffic membrane from damage during construction.

25 Protect repair mortar system and traffic membrane from freezing for 24 hours after application.

26 Protect surface prior to installation of finish topping from damage by use of plywood, Masonite, or other suitable  
27 protection course, until Substantial Completion.

28

29

30

END OF SECTION

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3 **SECTION 07 19 10**  
4 **WATER REPELLENTS**  
5 **EPOXY CRACK HEALER - PENETRATING SEALER**

6 **Part 1 – General**

7 Summary  
8 Related Work and Requirements  
9 Reference  
10 Quality Assurance  
11 Delivery, Storage and Handling  
12 Job Conditions  
13 Submittals  
14 Warranty

15 **Part 2 – Products**

16 Materials

17 **Part 3 – Execution**

18 Pre-Installation Conference  
19 Acceptance of Concrete Surfaces  
20 Slab Moisture Testing  
21 Surface Preparation  
22 Mixing & Application  
23 Application Procedure  
24 Leak Testing  
25 Cleaning

26 “Applicable provisions of Division 1 shall govern work under this section.”  
27  
28

29 **PART 1 - GENERAL**

30  
31 **SUMMARY**

32 This specification describes the individually treat large cracks by gravity feeding epoxy until rejection, then  
33 flooding of entire deck for bonding of small cracks & sealing of concrete surface by topical treatment with  
34 a 100% solids epoxy resin. A broadcast of silica sand to be applied into the uncured surface of the flood  
35 coat to provide slip resistance and or a mechanical bond with future broadcast overlay system.  
36

37 **RELATED WORK AND REQUIREMENTS**

38 02 41 19 – Selective Structure Demolition  
39 07 92 13 – Elastomeric Joint Sealants  
40

41 **REFERENCES**

42 **INDUSTRY STANDARDS, SPECIFICATIONS AND CODES**

43  
44 **GENERAL**

45 Comply with all provisions of the following codes and standards except as modified herein.  
46

47 All referenced codes and standards including all revisions and commentaries shall be most  
48 currently adopted as of the date of these contract documents.  
49

50 **AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS**  
51 **(AASHTO)**

52  
53 Specified AASHTO numbers are noted in later text.  
54

55 **AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)**  
56

1 Specific ASTM numbers are noted in later text.

2  
3 AMERICAN CONCRETE INSTITUTE INTERNATIONAL

4  
5 Manual of Concrete Practice 201.2R

6  
7 Field Guide to Concrete Repair Application Procedures - RAP Bulletin #2

8  
9 ICRI (International Concrete Repair Institute)

10  
11 **QUALITY ASSURANCE**

12 Manufacturing qualifications: The manufacturer of the specified product shall be ISO 9001 certified and  
13 have in existence a recognized ongoing quality assurance program independently audited on a regular basis.

14  
15 Contractor qualifications: Contractor shall be qualified in the field of concrete repair and protection with a  
16 successful track record of 5 years or more. Contractor shall maintain qualified personnel who have received  
17 product training by a manufacturer's representative.

18  
19 Install materials in accordance with all safety and weather conditions required by manufacturer, or as  
20 modified by applicable rules and regulations of local, state and federal authorities having jurisdiction.  
21 Consult Material Safety Data Sheets for complete handling recommendations.

22  
23 **DELIVERY, STORAGE, AND HANDLING**

24 All materials must be delivered in original, unopened containers with the manufacturer's name, labels,  
25 product identification, and batch numbers. Damaged material must be removed from the site immediately.

26  
27 Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.

28  
29 Condition the specified product as recommended by the manufacturer.

30  
31 **JOB CONDITIONS**

32 Environmental Conditions: Do not apply material if it is raining, or if such conditions appear to be  
33 imminent. Minimum application concrete surface temperature: 50°F and rising.

34  
35 Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing  
36 and handling of the specified product. Provide manufacturer's recommended PPE for all workers handling  
37 or near the epoxy operation.

38  
39 **SUBMITTALS**

40 Submit manufacturer's literature, to include: Product Data Sheets, and appropriate Material Safety Data  
41 Sheets (MSDS) per General Conditions of the Contract.

42  
43 **WARRANTY**

44 Contractor shall submit a One year, limited warranty against improper workmanship and defective  
45 materials, from date of completion. The Contractor will provide the owner with a copy of the maintenance  
46 guidelines as set forth by the National Parking Association (NPA) in the Parking garage Maintenance  
47 Manual. The owner will notify the Contractor within thirty (30) days of any defect.

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**PART 2 – PRODUCTS**

**MATERIALS**

**Degreasing Agent:**

Citrus Degreaser and Cleaner by BASF Corporation, BASF Building Systems  
889 Valley Park Drive  
Shakopee, MN 55379  
www.BASFbuildingsystems.com

**Epoxy Crack Healer / Sealer:**

Epoxeal GS Structural by BASF Corporation, BASF Building Systems  
889 Valley Park Drive  
Shakopee, MN 55379  
www.BASFbuildingsystems.com

Sikadur 55 SLV by Sika Corporation,  
1682 Marion Williamsport Road,  
Marion, Ohio 43302  
www.sikaconstruction.com

or approved equal

**Aggregate:**

Oven Dried Silica Quartz Sand Gradation per epoxy Manufacturer's requirements

**PART 3 – EXECUTION**

**PRE-INSTALLATION CONFERENCE**

A mandatory pre-installation conference is required prior to the start of operations for this section. The conference to be attended by the Contractor, Owners Representative and directed by the Engineer. Date of the conference to be coordinated between the Engineer & Contractor, in accordance with the pace of the work. Notification and signage for the application of Epoxy to the Users of the ramp will be by Dane County.

**ACCEPTANCE OF CONCRETE SURFACES**

Commencement of coating installation implies acceptance of concrete and surface as suitable for coating application. Contractor to perform a topside chain drag of the entire surface that is scheduled to receive epoxy flood coat. Inject any delaminated topping prior to installation of the epoxy flood coat. Repair topside spalled concrete by conventional removal and replacement prior to installing epoxy sealer only under the direction of the Engineer.

Perform moisture testing of any new patches (if present) per manufacturer's recommended procedures prior to installation of penetrating sealer at Contractors expense. Only commence with application of membrane system once desired testing results have been achieved. Provide in writing to the Engineer, testing procedures performed and testing results.

**SURFACE PREPARATION**

Prior to installation the General Contractor and Installer shall meet & consult with local manufacturer's Representative prior to starting surface preparation work to verify proper installation & testing procedures are followed. This representative shall also inspect and approve the surface preparation prior to installation of membrane system.

Surface must be clean and sound which, in all cases requires some form of preparation. Substrate must be prepared in accordance with manufacturer's printed instructions. Degrease and pressure wash existing membrane as recommended by the Manufacturer. Power washing equipment shall be a minimum of

1 4000psi with a rotating nozzle wand head (0 degree impact with 25 degree fan, typical).

2  
3 Special Preparation on Level 03 North bay: light shotblast finish to entire concrete slab surface to bare  
4 concrete in order to remove the painted markings of the accessible stalls and bike storage locker areas.  
5 Degrease slab as needed.

6  
7 **Existing routed and sealed random cracks & control / construction joints:**

8 Remove all existing sealant from previously routed random cracks / joints filled with sealant, rout crack /  
9 joint surfaces to grind all sealant from surfaces of concrete. Remove all existing perimeter cove sealant at  
10 the interface of the slab and a vertical wall, curb and columns; grind all bonded sealant from concrete  
11 surfaces (horizontal & vertical).

12  
13 Moving cracks or joints (as noted on plans) to be prepared similar to the existing routed and sealed cracks  
14 and additional protected by a sacrificial backer rod installed into crack to protect epoxy sealer from  
15 entering and bonding crack / joints

16  
17 **Unsealed cracks 1/8" wide or larger:**

18 V-Rout larger cracks, vacuum debris from crack upon completing grinding work. Fill cracks with oven  
19 dried sand prior to gravity feeding cracks.

20  
21 **MIXING AND APPLICATION**

22 Mixing the epoxy adhesive binder (per manufacturers written instructions): Typically, proportion 1 (one)  
23 part Component 'B' to 2 (two) parts Component 'A' by volume into a clean pail. Mix thoroughly for 3  
24 minutes with a low-speed drill (400-600 rpm) drill with Jiffy mixer until uniformly blended. Mix only that  
25 quantity which can be used within its pot life.

26  
27 **APPLICATION PROCEDURE**

28 Follow Manufacturer's written instructions for application. Large open cracks can be prefilled with oven  
29 dry sand and must be filled prior to the application. . If crack is reflected through the slab to the underside  
30 or edge of slab, seal cracks from underside, when accessible, to prevent leakage. Pour mixed epoxy resin  
31 over all visible cracks for 5 – 10 minutes, provide temporary dam if needed. Repeat the ponding procedure  
32 until the cracks are filled to rejection. Care must be taken not to allow the epoxy resin to set in these  
33 ponded areas prior to filling the crack to rejection, treat a limited amount of cracks to prevent the premature  
34 setting of material. Spread material out over the horizontal substrate and broadcast oven dried sand before it  
35 sets.

36  
37 After the larger visible cracks have been sealed, commence flood coat sealing the entire prepared slab  
38 surface. Pour the mixed epoxy resin onto the substrate in a serpentine line. Spread material using notched  
39 rubber squeegee and rollers. Allow material to penetrate the pores of the substrates. Re-apply epoxy until  
40 the substrate is sealed and all cracks are filled to rejection. The finished appearance of the substrate should  
41 be wet looking with no visible surface film. Broadcast the treated area with oven dry sand evenly over  
42 entire surface at a rate of 15 to 20 lbs./ per 100 sq. ft.. Allow material to cure for 6 hours @ 75° F before  
43 removal of any loose sand and then open to traffic.

44  
45 Prevent excess sand from entering all drains during broadcast and removal.

46  
47 Adhere to all limitations and cautions for the epoxy resin adhesive in the manufacturers current printed  
48 literature

49  
50 **LEAK TESTING**

51 Provide 24 hour notification to Engineer prior to performing leak testing. Upon removal of loose aggregate  
52 and proper cure time, the Contractor is to perform a water leak test of the section completed. Contractors  
53 observer below will mark any leaking areas on the under side of the slab where water is leaking through the  
54 slab, and contractor will at no extra charge re-apply epoxy sealer to individual cracks or localized flood  
55 coat or repair of sealant work to the effected area above the observed leak. Repeat water leak test  
56 procedure.

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**CLEANING**

The uncured epoxy resin adhesive can be cleaned from tools with approved solvent. The cured epoxy resin adhesive can only be removed mechanically.

Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas

**END OF SECTION**



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**ELASTOMERIC JOINT SEALANTS**  
**SECTION 07 92 13**

**PART 1 – GENERAL**

**Part 1 - General**

Description  
Related Work and Requirements  
System Performance  
Quality Assurance  
References  
Submittals  
Colors  
Delivery, Storage and Handling  
Project/Site Conditions

**Part 2 – Products**

Materials

**Part 3 – Execution**

Inspection  
Preparation  
Installation  
Testing  
Protection and Cleaning

Applicable provisions of Division 1 shall govern work of this section.

**DESCRIPTION**

Joint sealers, including joint backing, tape, or backer rod and primer.

**Base Bid Work:**

To include at least the following: 3/4” to 1” coves/cants at transition between slab and vertical surfaces (curbs, columns, walls, etc.)

Labor, material, tools, equipment and services necessary for and reasonably incidental to the execution of caulking and sealant work shown on the Drawings or specified herein.

**RELATED WORK AND REQUIREMENTS**

02 41 19 - Selective Structure Demolition Concrete Removal  
07 19 10 – Epoxy Crack Healer – Penetrating Sealer (Base Bid Item)

**SYSTEM PERFORMANCE**

Provide joint sealers that have been produced and installed to establish and maintain watertight and airtight continuous seals.

**QUALITY ASSURANCE**

Employ only qualified workers thoroughly skilled and specially trained in the techniques of caulking, who can demonstrate to the satisfaction of the A/E their ability to fill joints solidly and neatly.

Single Source Responsibility for Joint Sealer Materials: Obtain joint sealer materials from a single manufacturer for each different product required.

1 **REFERENCES**

2 Sealant and Waterproofers Institute  
3 "Sealants: The Professionals Guide".  
4

5 **SUBMITTALS**

6 Submit in accordance with General Conditions of Contract.  
7

8 **COLORS**

9 Grey from standard color palette (Base Bid Work).

10  
11 Choose a stock color to closely match urethane membrane topcoat color (Alternate Bid Work)  
12

13 **Product Data:** Submit manufacturer's technical data for each joint sealer product required, including instructions for  
14 joint preparation and joint sealer application.  
15

16 **DELIVERY, STORAGE AND HANDLING**

17 Deliver materials to project site in original unopened containers or bundles with labels informing about manufacturer,  
18 product name and designation, color, expiration period for use, pot life, curing time and mixing instructions for multi-  
19 component materials.  
20

21 Store and handle materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants  
22 or other causes.  
23

24 Do not use caulking materials that have been stored for a period of time exceeding the maximum recommended shelf life  
25 of the materials.  
26

27 **PROJECT/SITE CONDITIONS**

28 **Examination:**

29 Examine Drawings and verify that all joints are properly detailed and proportioned for expansion and/or control, as  
30 recommended in writing by the sealant manufacturer. Immediately notify A/E of any deviations.  
31

32 **Environmental Requirements:**

33 Do not proceed with the installation of sealants under adverse weather conditions when joint to be sealed is damp, wet or  
34 frozen, or when ambient and substrate temperatures are below or above the manufacturer's recommended limitations for  
35 installation. Consult with manufacturer for specific instructions before proceeding.  
36

37 **GUARANTEE**

38 Provide written 5-year guarantee warranting all sealant work required under contract, to be watertight and free from  
39 defects in materials or workmanship for a (5 year) period of time from the date of substantial completion. A single-  
40 source performance written warranty shall be furnished by the sealant system manufacturer. The five year warranty  
41 shall cover cohesive and adhesive failure, weathering, abrasions or tearing, and water leakage through sealant joint  
42 for all sealant on the deck.  
43

44 Include the following on the warranty submittal: Location/Address, Parking ramp name, Dane County project  
45 number.  
46  
47

48 **PART 2 - PRODUCTS**

49 **MATERIALS**

51 **General:** Provide joint sealers, joint fillers and other related materials that are compatible with one another and with  
52 joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and  
53 field experience.  
54

55 **Elastomeric Joint Sealants:** Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer

1 indicated which complies with ASTM C 920 requirements, including those referenced for Type, Grade, Class and Uses.

2  
3 **2-Component Polyurethane Sealant:**

4 VERTICAL & COVE JOINTS

5 FS TT-S-00227E, Class A, Type 2 (non-sag).

6  
7 Dymeric 240FC by Tremco Inc. Beachwood, OH. 44122 or

8  
9 Sikaflex -2c NS by Sika Corp. Lyndhurst, NJ. 07071 or

10  
11 Sonolastic NP2 by Sonneborn (BASF Corporation) Shakopee, MN 55379

12  
13 Or Approved Equal

14  
15 HORIZONTAL JOINTS

16 FS TT-S-00227, Class A, Type 1 (Self-leveling).

17  
18 Sikaflex -2c SL by Sika Corp. Lyndhurst, NJ. 07071 or

19  
20 Vulkem 900/901 by Tremco Inc. Beachwood, OH. 44122 or

21  
22 NP2 by Sonneborn (BASF Corporation) Shakopee, MN 55379

23  
24 Approved equal

25  
26 **Joint Sealant Backing:**

27  
28 **General:** Provide sealant backings of material and type which are non-staining; are compatible with joint substrates,  
29 sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on  
30 field experience and laboratory testing.

31  
32 **Plastic Foam Joint Fillers:** ASTM C 1330, Type C. Preformed, compressible, resilient, nonwaxing, nonextruding  
33 strips of flexible, nongassing plastic foam of material indicated below; nonabsorbent to water and gas and of size, shape  
34 and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

35  
36 Provide closed-cell polyethylene foam, subject to approval of sealant manufacturer, for cold-applied sealants only.  
37 Open cell joint backing is **not permitted**.

38  
39 **Miscellaneous Materials:**

40  
41 **Primer:** Provide type recommended by joint sealer manufacturer where required for adhesion of sealant to joint  
42 substrates indicated. Verify whether primer is staining or nonstaining prior to application.

43  
44 **Cleaners for Nonporous Surfaces:** Provide nonstaining, chemical cleaners of type which are acceptable to  
45 manufacturers of sealants and sealant backing materials, which are not harmful to substrates and adjacent nonporous  
46 materials, and which do not leave oily residues or otherwise have a detrimental effect on sealant adhesion or in-service  
47 performance.

48  
49 **Masking Tape:** Provide non-staining, nonabsorbent type compatible with joint sealants and to surfaces adjacent to  
50 joints.

51  
52 **PART 3 – EXECUTION**

53  
54 **INSPECTION**

55 Installer shall inspect joints indicated to receive joint sealers for compliance with requirements for joint

1 configuration, installation tolerances and other conditions affecting joint sealer performance. Installer shall notify  
2 A/E in writing listing any conditions detrimental to performance of joint sealer work. Do not allow joint sealer work  
3 to proceed until unsatisfactory conditions have been corrected.  
4

5 Once work is complete in a bay, perform water test for leaking sealant joints in conjunction with requirements of  
6 section 07 19 10.  
7

## 8 **PREPARATION**

### 9 **Surface Cleaning of Joints:**

10 Clean surfaces immediately before installing joint sealers to comply with recommendations of joint sealer manufacturers  
11 and the following requirements:  
12

13 Remove all foreign material from joint substrates which could interfere with adhesion of joint sealer, including dust,  
14 paints, except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant  
15 manufacturer; oil, grease, waterproofing, water repellents, water surface dirt and frost.  
16

17 Clean concrete, masonry, unglazed surfaces of ceramic tile and similar porous joint substrate surfaces to produce a clean,  
18 sound substrate capable of developing optimum bond with joint sealers. Remove laitance and form release agents from  
19 concrete.  
20

21 Cut or grind to remove existing sealant. Grind substrate to remove existing sealant from concrete surface. Rout to  
22 configuration shown on drawings if existing joints do not comply with configuration shown on drawings. Provide dust  
23 collection procedures. Vacuum routed cracks prior to installing joint components.  
24

25 **Joint Priming:** Prime joint substrates where recommended by joint sealer manufacturer. Apply primer to comply with  
26 joint sealer manufacturer's recommendations. Confine primers to areas of joint /sealer bond, do not allow spillage or  
27 migration onto adjoining surfaces.  
28

29 **Masking Tape:** Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise  
30 would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears.  
31 Remove tape immediately after tooling without disturbing joint seal.  
32

## 33 **INSTALLATION**

34 **General:** Comply with joint sealer manufacturer's printed installation instructions applicable to products and  
35 applications indicated, except where more stringent requirements apply.  
36

37 **Elastomeric Sealant Installation Standard:** Comply with requirements of ASTM C 962 for use of joint sealants as  
38 applicable to materials, applications and conditions indicated.  
39

40 **Joint Sealant Backings:** Install joint fillers of type indicated to provide support of sealants during application and at  
41 position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths which  
42 allow optimum sealant movement capability. Do not leave gaps between ends of joint fillers. Do not stretch, twist,  
43 puncture or tear joint fillers. Remove absorbent joint fillers which have become wet prior to sealant application and  
44 replace with dry material.  
45

46 At 90 degree transitions in substrate (curbs, columns, deck penetrations) provide a sealant cant by placing ¼" diameter  
47 backer rod into corner transition. Apply bead of sealant one inch in width over backer rod. Tool sealant bead to a 45  
48 degree cant.  
49

50 **Sealants:** Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint  
51 substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional  
52 shapes and depths relative to joint widths which allow optimum sealant movement capability.  
53

54 **Tooling of Nonsag Sealants:** Immediately after sealant application and prior to time skinning or curing begins, tool  
55 sealants to form smooth, uniform beads of concave joint configuration, unless otherwise indicated, to eliminate air

1 pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealant from surfaces adjacent  
2 to joint. Do not use tooling agents which discolor sealants or adjacent surfaces or are not approved by sealant  
3 manufacturer.

4  
5 **QA / QC:** Visually inspect entire membrane upon completion for defects in system. Bubbles and or defects in membrane  
6 system are to be cut out, grind edges to a feather, surface prepare area, prime and recoat area as required. Perform water  
7 test on entire deck checking for leaks.

8  
9 **TESTING**

10 Once work is complete in a bay, perform water test for leaking sealant joints in conjunction with requirements of  
11 section 07 19 10 (Base Bid) or section 07 18 16 (Alternate Bid).

12  
13 **PROTECTION AND CLEANING**

14 Protect joint sealers during and after curing period from contact with contaminating substances or from damage resulting  
15 from construction operations or other causes so that they are without deterioration or damage at time of Substantial  
16 Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated  
17 joint sealers immediately and reseal joints with new materials to produce joint sealer installations with repaired areas  
18 indistinguishable from original work.

19  
20 Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials  
21 approved by manufacturers of joint sealers and of products in which joints occur.

22  
23 **END OF SECTION**