

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. 321022 COURTHOUSE DESCENT SYSTEM ANCHORAGE DANE COUNTY COURTHOUSE 215 S HAMILTON ST MADISON, WISCONSIN

Due Date / Time: TUESDAY, JANUARY 25TH, 2022 / 2:00 P.M. Location: PUBLIC WORKS OFFICE

Performance / Payment Bond: 100% OF CONTRACT AMOUNT Bid Deposit: 5% OF BID AMOUNT

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

Eric Urtes, AIA – Project Manager TELEPHONE NO.: 608/266-4798 FAX NO.: 608/267-1533

e-mail: urtes.eric@countyofdane.com

SECTION 00 01 07

SEALS PAGE

BID NO. 321022

PROJECT: COURTHOUSE DECENT SYSTEM ANCHORAGE DANE COUNTY COURTHOUSE

STRUCTURAL ENGINEER

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



Mike Leiferman - Registration No. 33478-006

Dated: December 16, 2021

END OF SECTION

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DRAWINGS

Plot drawings on 11" x 17" (ANSI B) paper for correct scale or size.

- S001 Structural General Notes
- S201 Roof Framing Complete
- S202 North West
- S203 Center West
- S204 South West
- S301 Anchor Framing Details
- S302 Anchor Framing Details
- S303 Anchor Framing Details
- S400 3D Front
- S401 3D Back

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INVITATION TO BID

LEGAL NOTICE

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

2:00 P.M., TUESDAY, JANUARY 25, 2022 RFB NO. 321022 COURTHOUSE DESCENT SYSTEM ANCHORAGE DANE COUNTY COURTHOUSE 215 S HAMILTON ST, MADISON, WI

Dane County is inviting Bids for construction services to provide structural roof anchors and penetration sleeves that will allow means of descent to the windows at Dane County Courthouse. Contractor is required to perform anchor testing and provide procedure for testing. Additionally, contractor must provide window cleaning services to select windows to demonstrate use of said anchors and sleeves. Only firms with capabilities, experience & expertise with similar projects should obtain this Request for Bids (RFB) document & submit Bids.

RFB document may be obtained after **2:00 p.m., December 16, 2021** from <u>bids-pwht.countyofdane.com</u>. Call Eric Urtes, Project Mgr., 608/266-4798, or our office, 608/266-4018, with any questions.

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

Pre-bid facility tour will be Monday, January 10, 2022 at 10 a.m. at Dane County Courthouse, 215 S Hamilton St, Madison, WI. Bidders are strongly encouraged to attend. See RFB for mandatory disease transmission prevention practices.

PUBLISH: DECEMBER 14 & 21, 2021 - WISCONSIN STATE JOURNAL DECEMBER 15 & 22, 2021 - THE DAILY REPORTER

END OF SECTION

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INSTRUCTIONS TO BIDDERS

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1. GENERAL

- A. Before submitting Bid, bidder shall thoroughly examine all Construction Documents. Successful Bidder shall be required to provide all the Work that is shown on Drawings, set forth in Specifications, or reasonably implied as necessary to complete Contract for this project.
- B. Bidder shall visit site to become acquainted with adjacent areas, means of approach to site, conditions of actual site and facilities for delivering, storing, placing, and handling of materials and equipment.
- C. Pre-bid meeting is scheduled on Monday, January 10, 2022 at 10 a.m at Dane County Courthouse, 215 S Hamilton St, Madison, WI starting at the main entrance. Attendance by all bidders is optional, however bidders and subcontractors are strongly encouraged to attend.
- D. Safe distancing & face masks are required for all tour attendees. Tours will be limited to 10 people; please limit number of attending staff & subcontractors. If there are more than 10 people, group will be split & there will be two or more tours. Allow sufficient time if you do not make it in to first tour group. Do not visit the site if you are or have recently been ill.
- E. Failure to visit site or failure to examine any and all Construction Documents will in no way relieve successful Bidder from necessity of furnishing any necessary materials or equipment, or performing any work, that may be required to complete the Work in accordance with Drawings and Specifications. Neglect of above requirements will not be accepted as reason for delay in the Work or additional compensation.

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2. DRAWINGS AND SPECIFICATIONS

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

3. INTERPRETATION

- A. No verbal explanation or instructions will be given in regard to meaning of Drawings or Specifications before Bid Due Date. Bidders shall bring inadequacies, omissions or conflicts to Owner or Architect / Engineer's attention at least ten (10) calendar days before Bid Due Date. Prompt clarification will be available to all bidders by Addendum.
- B. Failure to so request clarification or interpretation of Drawings and Specifications will not relieve successful Bidder of responsibility. Signing of Contract will be considered as implicitly denoting that Contractor has thorough understanding of scope of the Work and comprehension of Construction Documents.
- C. Owner or 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. Contractor and subcontractors shall meet all applicable Best Value Contractor requirements.
 - 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 Work Project Manager will make such investigations as are deemed necessary to determine ability of bidder to perform the Work, and bidder shall furnish to County's Public Works Project Manager or designee all such information and data for this purpose as County's Public Works Project Manager may request. Owner reserves right to reject Bid if evidence submitted by, or investigation of, bidder fails to satisfy Owner that bidder is responsible and qualified to carry out obligations of Contract and to complete the Work contemplated therein.

5. BID GUARANTEE

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

6. WITHDRAWAL OF BIDS

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

7. CONTRACT FORM

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

8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS

A. In accordance with Wisconsin Statute 946.13, county official may not bid for or enter into any contract involving receipts or disbursements of more than \$15,000.00 in a year, in which

they have private pecuniary interest, direct or indirect if at same time they are authorized to take official action with respect to making of this Contract. Any contract entered into in violation of this Statute is void and County incurs no liability thereon. This subsection does not affect application and enforcement of Wisconsin Statute 946.13 by state prosecutors in criminal courts of this state.

9. EMERGING SMALL BUSINESS PROVISIONS

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

G. **DBE Listing.** Bidders may also solicit bids from *State of Wisconsin DOT Disadvantaged Business Enterprise Unified Certification Program (DBE / UCP) Directory* by going to this website. These are not only transportation-related designers & contractors. <u>Do not</u> click as a link; copy & paste address into a web browser.

https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx

- H. ESB Certification. All contractors, subcontractors and suppliers seeking ESB certification must complete and submit Emerging Small Business Report to Dane County Contract Compliance Program.
- I. Certification Statement. If ESB firm has not been certified by County as ESB prior to submittal of this Bid, ESB Report cannot be used to fulfill ESB goal for this project unless firm provides "Form D Certification Statement". Certification statement must be completed and signed by ESB firm.
- J. Questions. Questions concerning Emerging Small Business provisions shall be directed to:

OEI@countyofdane.com

or

Dane County Contract Compliance Specialist City-County Building, Room 356 210 Martin Luther King, Jr. Blvd. Madison, WI 53703 608/266-4192

- K. Substituting ESBs. In event of any significant changes in subcontract arrangements or if need arises to substitute ESBs, Bidder shall report such proposed changes to Contract Compliance Specialist to making any official changes and request authorization to substitute ESB firm. Bidder further agrees to make every possible effort to replace ESB firm with another qualified ESB firm.
- L. **Good Faith Efforts.** Good faith efforts can be demonstrated by meeting all of these obligations:
 - 1. Selecting portions of the Work to be performed by ESBs in order to increase likelihood of meeting ESB goal including, where appropriate, breaking down Contract into smaller units to facilitate ESB participation.
 - 2. Advertising in general circulation, trade associations and women / minority focus media concerning subcontracting opportunities.
 - 3. Providing written notices to reasonable number of specific ESBs that their interest in Contract was being solicited in sufficient time to allow ESBs to participate effectively.
 - 4. Following up on initial solicitations of interest by contacting ESBs within five (5) business days prior to Bid Due Date to determine with certainty whether ESB were interested, to allow ESBs to prepare bids.
 - 5. Providing interested ESB with adequate information about Drawings, Specifications and requirements of Contract.
 - 6. Using services of available minority, women and small business organizations and other organizations that provide assistance in recruitment of MBEs / WBEs / ESBs.

- 7. Negotiating in good faith with interested ESBs, not rejecting ESBs as unqualified without sound reason based on thorough investigation of their capabilities.
- 8. Submitting required project reports and accompanying documents to County's Contract Compliance Specialist within twenty-four (24) hours after Bid Due Date.
- M. **Appeals Disqualification of Bid.** Bidder who is disqualified may appeal to Public Works & Transportation Committee and Equal Opportunity Commission.

10. METHOD OF AWARD - RESERVATIONS

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

11. SECURITY FOR PERFORMANCE AND PAYMENTS

- A. Simultaneous with delivery of signed Contract, Bidder shall be required to furnish Performance and Payment Bonds as specified in Article 29 of General Conditions of Contract, "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 corporation, it is necessary that current certified copy of resolution or other official act of directors of corporation be submitted showing that person who signs Contract is authorized to sign contracts for corporation. It is also necessary that corporate seal be affixed to resolution, contract, and performance and payment bonds. If your corporation has no seal, it is required that above documents include statement or notation to effect that corporation has no seal.

12. TAXES

A. Wisconsin Statute 77.54 (9m) allows building materials that become part of local unit government facilities to be exempt from sales & use tax. Vendors & materials suppliers may not charge Bidders sales & use tax on these purchases. This does not include highways,

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

13. SUBMISSION OF BIDS

- A. All Bids shall be submitted on standard Bid Form bound herein and only Bids that are made on this Bid Form will be considered. Entire Bid Form and other supporting documents, if any, shall be removed or copied from Construction Documents, filled out, and submitted in manner specified hereinafter. Submit completed Bid Bond with Bid as well.
- B. No bids for any subdivision or any sub-classification of the Work, except as indicated, will be accepted. Any conditional Bid, amendment to Bid Form or appended item thereto, or inclusion of any correspondence, written or printed matter, or details of any nature other than that specifically called for, which would alter any essential provision of Construction Documents, or require consideration of unsolicited material or data in determining award of Contract, will disqualify Bid. Telecommunication alterations to Bid will not be accepted.
- C. Bidders must submit single Bid for all the Work.
- D. Bid amounts shall be inserted in words and in figures in spaces provided on Bid Form; in case of conflict, written word amounts will govern.
- E. Addenda issued after Bid Letting shall become part of Construction Documents. Bidders shall acknowledge receipt of such addenda in appropriate space provided on Bid Form. Bid may be rejected if receipt of any particular addendum applicable to award of Contract has not been acknowledged on Bid Form.
- F. Bids shall be signed, placed in envelope, sealed and delivered before due time to place designated in Invitation to Bid, and identified with project name, bid number, location, category of work being bid upon, Bid Due Date, name and address of bidder.
- G. Bidder shall be responsible for sealed Bid being delivered to place designated for Bid Due Date on or before date and time specified. Bids received after time of closing will be rejected and returned to bidder unopened.
- H. Current conditions prevent public bid openings.
- I. Bids hand delivered & dropped off at Public Works' physical address should be placed in the "Public Works Bids & Proposals" drop box placed outside or just inside the building's front vestibule.
- J. Bid will be opened on listed due date & time & results should be available within 24 hours at bids-pwht.countyofdane.com.
- K. Bid will be considered invalid and will be rejected if bidder has not signed it.
- L. Faxed or emailed Bids will not be accepted.

M. Bidder's organization shall submit completed with Bid, Fair Labor Practices Certification form, included in these Construction Documents.

14. SUBCONTRACTOR LISTING

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

15. ALTERNATE BIDS

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

16. INFORMATIONAL BIDS

A. Not Applicable.

17. UNIT PRICES

A. Not Applicable.

18. COMMENCEMENT AND COMPLETION

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

19. WORK BY OWNER

A. Dane County will be hiring an Third party independent firm to certify the welding done by the General Contractor in a series of locations to be determined by the Dane County Project Manager once the work commences.

20. SPECIAL HAZARDS COVERAGE

A. Not Applicable.

FORM A

DANE COUNTY EMERGING SMALL BUSINESS REPORT - CERTIFICATION

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

PROJECT NAME:	
BID NO.:	BID DUE DATE:
BIDDER INFORMATION	
COMPANY NAME:	
ADDRESS:	
EMAIL ADDRESS:	

FORM B

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Page	01

DANE COUNTY (Copy this Form as necessary to provide complete information) EMERGING SMALL BUSINESS REPORT - INVOLVEMENT

COMPANY NAME:		
PROJECT NAME:		
	BID DUE DATE:	
ESB NAME:		
PHONE NO & EMAIL.:		
Indicate percentage of financial commitm	ment to this ESB:% Amount: \$	
ESB NAME:		
CONTACT PERSON:		
ADDRESS:		
PHONE NO & EMAIL.:		
Indicate percentage of financial commitm	ment to this ESB: % Amount: \$	

FORM C

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Page	of

DANE COUNTY

(Copy this Form as necessary to provide complete information)

EMERGING SMALL BUSINESS REPORT - CONTACTS

COMPANY NAME:	:				
PROJECT NAME: _					
BID NO.: BID DUE DATE:					
ESB FIRM NAME CONTACTED	DATE	PERSON CONTACTED	ESB		REASON FOR REJECTION
)					
)					
)					
)					
)					

FORM D

DANE COUNTY EMERGING SMALL BUSINESS REPORT - CERTIFICATION STATEMENT

I,	,	of
Name	Title	
Company	certify to best of	f my knowledge and
belief that this business meets Emergi	ing Small Business definition as indicated	d in Article 9 and
that information contained in this Eme	erging Small Business Report is true and	correct.
Bidder's Signature	Date	

Name of Bidding Firm:	
•	•

SECTION 00 41 13

BID FORM

BID NO. 321022

PROJECT: COURTHOUSE DESCENT SYSTEM ANCHORAGE

DANE COUNTY COURTHOUSE

TO: DANE COUNTY DEPARTMENT OF PUBLIC WORKS, HIGHWAY &

TRANSPORTATION PROJECT MANAGER 1919 ALLIANT ENERGY CENTER WAY

MADISON, WISCONSIN 53713

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

BASE BID - LUMP SUM:

Construction services to provide structural roof anchors and penetration sleeves that will allow means of descent to the northwest elevation atrium windows along S Hamilton St at Dane County Courthouse. Contractor is required to perform testing on anchors. Contractor to provide window cleaning services to atrium windows to demonstrate use of anchors and sleeves. Prove window cleaning process and provide methodology. Contractor required to provide temporary weather tight patching to areas affected by installation. 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 stipulated sum of:

	and/100 Dollars
Written Price	_
\$	
Numeric Price	
ALTERNATE BID 1 - LUMP SUM:	
Add price for providing structural roof anchors the	hat allow means of descent to the East and South
(W Wilson St) building elevations. Contractor to	
window cleaning services. Contractor required to	
areas affected by installation.	, provide temporary wearier tight patering to
ireas affected by installation.	
	and /100 Dollars
Written Price	
\$	
Numeric Price (circle: Add or Deduct)	

Bid No. 321022 Bid Form rev. 04/21 00 41 13 - 1

ALTERNATE BID 2 - LUMP SUM:

Add price for providing structural roof anchors that allow means of descent to the Northwest (S Hamilton St) elevation windows not covered in base bid. Contractor to provide anchor testing with procedure and window cleaning services. Contractor required to provide temporary weather tight patching to areas affected by installation.

	and/100 Dollars
Written Price	
\$ Numeric Price (circle: Add or Deduct)	
Numeric Price (circle: Add or Deduct)	
Receipt of the following addenda and inclusion of their provisions in this acknowledged:	Bid is hereby
Addendum No(s) through	
Dated	
Dane County Department of Administration must have this project compl 2022. Assuming this Work can be started by March 14, 2022, what dates complete this job?	
Commencement Date: Completion Date: (final, not substantial)	
I hereby certify that all statements herein are made on behalf of:	
(Name of Corporation, Partnership or Person submitting Bid)	
Select one of the following: 1. A corporation organized and existing under the laws of the State of	, or
2. A partnership consisting of	, or
3. A person conducting business as	;
Of the City, Village, or Town of	of the State of

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

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

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

SIGNATURE:	
SIGNATURE:	(Bid is invalid without signature)
Print Name:	Date:
Title:	
	Fax No.:
Email Address:	
Contact Person:	

END OF SECTION

RFB No. 321022 Bid Form rev. 04/21 00 41 13 - 3

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

BID CHECK L	IST:		
These items mu	st be included with	Bid:	
☐ Bid Form	☐ Bid Bond	☐ Fair Labor Practices Certification	

DANE COUNTY BEST VALUE CONTRACTING QUALIFICATION

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

publicworks.countyofdane.com/bvc

DANE COUNTY VENDOR REGISTRATION PROGRAM

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

danepurchasing.com/Account/Login?

RFB No. 321022 Bid Form rev. 04/21 00 41 13 - 4

SECTION 00 43 36

PROPOSED SUBCONTRACTORS FORM

General Contractor Nam	e:	Bid No:	
 General contractors Contractor (Dane Co & registered before) days before perform perform work without Sample Best Value (Contractors) 	ation in table below. ith signed Construction Contract & subcontractors must be qualificated outly Ordinances, Chapter 40.07; bids are due. Subcontractors musting any work related to Constructut being qualified & registered. Contracting Application is includes; fill out form online (publicw)	ed & registered as Best V). General contractors m st be qualified & register tion Contract. No contra ed in this RFB package f	ust be qualified ed 10 working actor can
SUBCONTRACTOR NAME	ADDRESS & PHONE NO.	DIVISION OF WORK	\$\$ AMOUNT OF CONTRACT
Officer of Authorized Agent Sign	ature	Date	

Bid No. 321022 rev. 01/21

Printed or Typed Name and Title

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

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No Bid No. <u>321022</u>
Authority: 2021 RES
THIS CONTRACT, made and entered into as of the date by which authorized representatives of both parties have affixed their signatures, by and between the County of Dane (hereafter referred to as "COUNTY") and (hereafter, "CONTRACTOR"), and
WITNESSETH:
WHEREAS, COUNTY, whose address is c/o Deputy Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide <u>Atrium</u> Window Descent System Anchorage at the Dane County Courthouse ("the Project"); and
WHEREAS, CONTRACTOR, whose address is
is able and willing to construct the Project,
in accordance with the Construction Documents;
NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party
for itself, COUNTY and CONTRACTOR do agree as follows:
1. CONTRACTOR agrees to construct, for the price of \$ the Project and at the
CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary
to complete the Project in accordance with the conditions and prices stated in the Bid Form,
General Conditions of Contract, the drawings which include all maps, plats, plans, and other
drawings and printed or written explanatory matter thereof, and the specifications therefore as
prepared by (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual
Table of Contents, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. The term of this Contract shall commence when fully executed by the neutics. The
2. The term of this Contract shall commence when fully executed by the parties. The CONTRACTOR shall commence the Work by <u>March 14, 2022</u> . The Work's substantial
completion date shall be <u>September 16, 2022</u> . Failure to meet commence work or substantial
completion dates on the Work as set forth herein is grounds for termination of the Contract and other remedies as set forth in the General Conditions of Contract incorporated herein.
3. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the General Conditions of Contract,

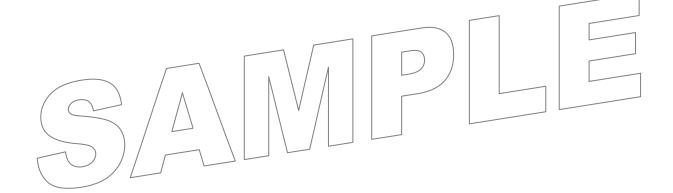
and to make payments on account thereof as provided in Article entitled, "Payments to

Contractor" of the General Conditions of Contract.

Bid No. 321022 rev. 07/21

- **4.** During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. Such equal opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.
- **5.** CONTRACTOR shall file an Affirmative Action Plan with the Dane County Contract Compliance Specialist in accord with Chapter 19 of the Dane County Code of Ordinances. CONTRACTOR must file such plan within fifteen (15) business days of the effective date of this Contract. During the term of this Contract CONTRACTOR shall also provide copies of all announcements of employment opportunities to COUNTY'S Office of Equity & Inclusion, and shall report annually the number of persons, by race, ethnicity, gender, and disability status, which apply for employment and, similarly classified, the number hired and number rejected.
- **6.** During the term of this Contract, all solicitations for employment placed on CONTRACTOR'S behalf shall include a statement to the effect that CONTRACTOR is an "Equal Opportunity Employer".
- 7. CONTRACTOR agrees to furnish all information and reports required by COUNTY'S Contract Compliance Specialist as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and the provisions of this Contract.
- 8. The intent of this Contract is to be a Contract solely between the parties hereto and for their benefit only. Do not construe any part of this Contract to add to, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties including, but not limited to, employees of the parties.
- **9.** The entire agreement of the parties is contained herein and this Contract supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that the express terms of this Contract shall not be amended in any fashion except in writing, executed by both parties.
- **10.** CONTRACTOR must be qualified as a Best Value Contractor or have proven their exemption with Dane County Public Works Engineering Division before Bid Due Date / Time. All contractors and subcontractors must be qualified as a Best Value Contractor or have proven their exemption to perform any work under this Contract.
- 11. This Contract, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Contract and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or

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



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

* * * * * * *

FOR CONTRACTOR:

Signature	Date
Printed or Typed Name and Title	
Signature	Date
Printed or Typed Name and Title	
NOTE: If CONTRACTOR is a corporation, Secreta Regulations, unincorporated entities are required to Employer Number in order to receive payment for substitution of the contract is not valid or effectual for any purpodesignated below, and work is not authorized until the proceed by COUNTY'S Deputy Public Works Direction of the contract is not valid or effectual for any purpodesignated below, and work is not authorized until the proceed by COUNTY'S Deputy Public Works Direction of the contract is not valid or effectual for any purpodesignated below.	provide either their Social Security or ervices rendered. * * se until approved by the appropriate authority he CONTRACTOR has been given notice to ctor.
Joseph T. Parisi, County Executive	Date
Scott McDonell, County Clerk	Date

Bid Bond

CONTRACTOR: (Name, legal status and address)	SURETY: (Name, legal status and principal place of business)

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

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

OWNER:

(Name, legal status and address)

BOND AMOUNT:

PROJECT:

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

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

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

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

Signed and sealed this day of		
	(Contractor as Principal)	(Seal)
(Witness)		
	(Title)	
	(Surety)	(Seal)
(Witness)		
	(Title)	

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



Performance Bond

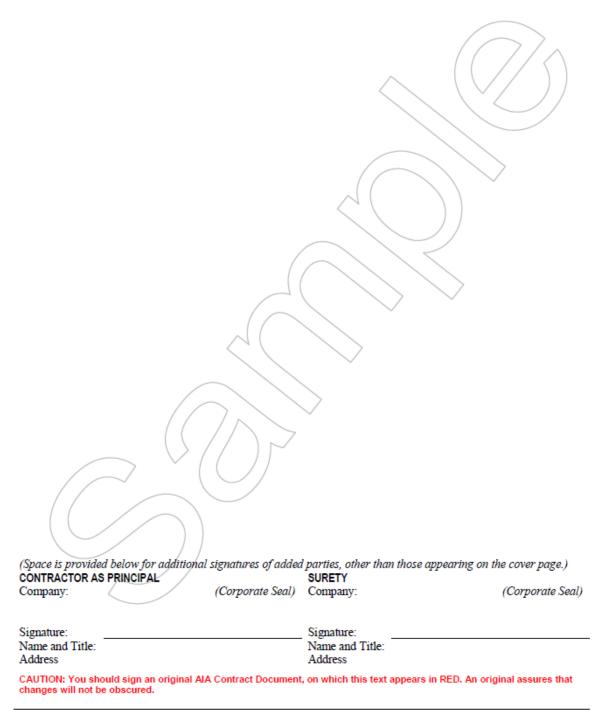
CONTRACTOR: (Name, legal status and address)	SURETY: (Name, legal status and principal place of business)	
OWNER: (Name, legal status and address)		This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
		Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
CONSTRUCTION CONTRACT Date:		AIA Document A312–2010 combines two separate bonds, a
Amount:		Performance Bond and a Payment Bond, into one form.
Description: (Name and location)		This is not a single combined Performance and Payment Bond.
BOND Date: (Not earlier than Construction Contract Date)		
Amount:		
Modifications to this Bond: None	☐ See Section 16	
CONTRACTOR AS PRINCIPAL	SURETY	
Company: (Corporate Seal)	Company: (Corporate Seal)	
Signature:	Signature:	
Name Nam	e	
and Title: (Any additional signatures appear on the last	and Title: t page of this Performance Bond.)	
(FOR INFORMATION ONLY—Name, addr AGENT or BROKER:	OWNER'S REPRESENTATIVE:	
	(Architect, Engineer or other party:)	

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default:
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract/Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors:
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default, or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.





Payment Bond

CONTRACTOR: (Name, legal status and address)	SURETY: (Name, legal status and principal place of business)	
OWNER: (Name, legal status and address)		This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
		Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
CONSTRUCTION CONTRACT Date:		AIA Document A312–2010 combines two separate bonds, a
Amount:		Performance Bond and a Payment Bond, into one form.
Description: (Name and location)		This is not a single combined Performance and Payment Bond.
BOND Date: (Not earlier than Construction Contract Date)		
Amount:		
Modifications to this Bond: None	☐ See Section 18	
CONTRACTOR AS PRINCIPAL	SURETY	
Company: (Corporate Seal)	Company: (Corporate Seal)	
Signature:	Signature:	
Name Nam	е	
and Title: (Any additional signatures appear on the last	and Title: t page of this Payment Bond.)	
(FOR INFORMATION ONLY—Name, addr AGENT or BROKER:	ress and telephone) OWNER'S REPRESENTATIVE: (Architect, Engineer or other party:)	

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

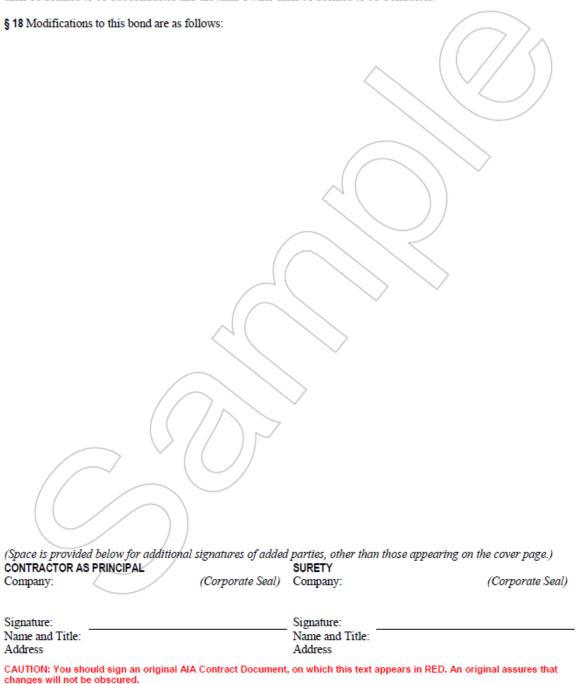
- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

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

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim:
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents, All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



SECTION 00 72 12

GENERAL CONDITIONS OF CONTRACT

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1. CONSTRUCTION DOCUMENTS

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

2. **DEFINITIONS**

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

3. ADDITIONAL INSTRUCTIONS AND DRAWINGS

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

4. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

5. CUTTING AND PATCHING

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

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

6. CLEANING UP

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

7. USE OF SITE

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

C. Contractor & subcontractors shall follow all current *Public Health - Madison & Dane County* procedures & recommendations including the mandatory use of face masks while inside any County facility. County Project Manager shall clarify these procedures & recommendations at pre-construction meeting.

8. MATERIALS AND WORKMANSHIP

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

9. CONTRACTOR'S TITLE TO MATERIALS

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

10. "OR EQUAL" CLAUSE

A. Whenever equipment or materials are identified on Drawings or in Specifications by reference to manufacturer's or vendor's name, trade name, catalog number, and other identifying information, it is intended to establish standards; and any equipment or material of other manufacturers and vendors which will perform adequately duties imposed by general design will be considered equally accepted provided equipment or material so proposed is, in opinion of Architect / Engineer, of equal substance and function. Architect / Engineer and Department shall provide written approval before Contractor may purchase or install it.

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

11. PATENTS AND ROYALTIES

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

12. SURVEYS, PERMITS, REGULATIONS AND TAXES

- A. Department will furnish to Contractor all site, topography and property surveys necessary for execution of the Work.
- B. Contractor shall procure all permits and pay associated fees, licenses and approvals necessary for execution of this Contract.
- C. Contractor shall give all notices and comply with all State of Wisconsin, Federal and local laws, codes, rules and regulations relating to performance of the Work, protection of adjacent property, and maintenance of passageways, guard fences or other protective facilities.
- D. Contractor does not need to pay State and local sales & use taxes on building materials that become part of local unit government facilities. See Wisconsin Statute 77.54 (9m). This does not include materials for highways, streets or roads. Contractor shall pay any other Sales, Consumer, Use & other similar taxes or fees required by law.
- E. Contractor shall promptly notify Architect / Engineer of any variances of Drawings or Specifications with that of any State of Wisconsin, federal or local law, code, rule or regulation. Upon such notification, Architect / Engineer will require correction of variance to comply with applicable law, code, rule or regulation at no additional cost to Contractor.
- F. Work under this Contract shall comply with all applicable State of Wisconsin, Federal and local laws, codes and regulations.
- G. Contractor shall pay charges for water, sewer and other utility connections made by municipalities where required by Specifications.

13. CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE

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

- G. Contractor and subcontractors shall be required to conform to Labor Laws of State of Wisconsin and various acts amendatory and supplementary thereto and to other laws, ordinances and legal requirements applicable to the Work.
- H. Presence and observation of the Work by Architect / Engineer or Public Works Project Manager shall not relieve Contractor of any obligations.

14. WEATHER CONDITIONS

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

15. PROTECTION OF WORK AND PROPERTY

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

16. INSPECTION AND TESTING OF MATERIALS

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

- services. Should retesting be required, due to failure of initial testing, cost of such retesting shall be borne by Contractor.
- D. Cost of any testing performed by manufacturers or Contractor for substantiating acceptability of proposed substitution of materials and equipment, or necessary conformance testing in conjunction with manufacturing processes or factory assemblage, shall be borne by Contractor or manufacturer responsible.

17. REPORTS, RECORDS AND DATA

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

18. CHANGES IN THE WORK

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

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

19. EXTRAS

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

20. TIME FOR COMPLETION

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

21. CORRECTION OF WORK

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

22. SUBSURFACE CONDITIONS FOUND DIFFERENT

A. If Contractor encounters subsurface or latent conditions at site materially differing from those shown on Drawings or indicated in Specifications, Contractor shall immediately give notice to Architect / Engineer and Public Works Project Manager of such conditions before they are disturbed. Architect / Engineer will thereupon promptly investigate conditions, and if Architect / Engineer finds that they materially differ from those shown on Drawings or indicated in Specifications, Architect / Engineer will at once make such changes as necessary, any increase or decrease of cost resulting from such changes to be adjusted in manner provided in above Article 18 entitled "Changes in the Work".

23. RIGHT OF DEPARTMENT TO TERMINATE CONTRACT

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

24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

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

- Contractor shall update and publish Construction Schedule on monthly basis. Revisions
 to Schedule shall be by Contractor and made in same detail as original Schedule and
 accompanied by explanation of reasons for revision; and shall be subject to approval by
 Department.
- 2. Failure of Contractor to keep Schedule in updated format shall result in County hiring firm specializing in construction schedule development and deducting those costs associated with updating process from payments due Contractor.
- 3. Contractor shall submit show actual percentage of each activity completed, estimated future progress, and anticipated completion time.

D. Responsibility for timely completion requires:

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

25. PAYMENTS TO CONTRACTOR

A. Contractor shall provide:

- 1. Detailed estimate giving complete breakdown of contract price by Specification Division; and
- 2. Periodic itemized estimates of work done for purpose of making partial payments thereon.
- B. Submit these estimates for approval first to Architect / Engineer, then to Public Works Project Manager. Costs employed in making up any of these schedules are for determining basis of partial payments and not considered as fixing basis for additions to or deductions from Contract price.
- C. County will make partial payments to Contractor for value, proportionate to amount of Contract, of all labor and material incorporated in the Work during preceding calendar month upon receipt of Application and Certificate for Payment form from Architect / Engineer and approval of Department.
- D. Contractor shall submit for approval first to Architect / Engineer, and then to Public Works Project Manager all Application and Certificate for Payment forms. If requested, Application and Certificate for Payment shall be supported by such additional evidence as may be required, showing Contractor's right to payment claimed.

- E. Application and Certificate for Payment for preparatory work and materials delivered and suitably stored at site to be incorporated into the Work at some future period, will be given due consideration. Requesting payment for materials stored off site, may be rejected, however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered, conditional upon submission by Contractor of bills of sale, photographs and such other procedures as will adequately protect County's interest such as storage in bonded warehouse with adequate coverage. If there is any error in payment, Contractor is obligated to notify Department immediately, but no longer than ten (10) business days from receipt of payment.
- F. Payments by County will be due within forty-five (45) business days after receipt by Department of Application and Certificate for Payment.
- G. County will retain five percent (5%) of each Application and Certificate for Payment until final completion and acceptance of all the Work covered by Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at site, County will make remaining payments in full if Architect / Engineer and Public Works Project Manager find that progress of the Work corresponds with Construction Schedule. If Architect / Engineer and Public Works Project Manager find that progress of the Work does not correspond with Construction Schedule, County may retain up to ten percent (10%) of each Application and Certificate for Payment for the Work completed.
- H. All material and work covered by partial payments made shall become sole property of County, but this provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made, or restoration of any damaged work, or as waiver of right of County to require fulfillment of all of terms of Contract.
- I. County will make final payment within sixty (60) calendar days after final completion of the Work, and will constitute acceptance thereof.
- J. County may make payment in full, including retained percentages and less authorized deductions, upon completion and acceptance of each Division where price is stated separately in Contract.
- K. Every contractor engaged in performance of any contract for Department of 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.

26. WITHHOLDING OF PAYMENTS

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

- County to Contractor and County shall not be liable to Contractor for any such payment made in good faith.
- C. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all claims growing out of lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in performance of this Contract.
- D. At Department's request, Contractor shall furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged or waived.

27. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

28. PAYMENTS BY CONTRACTOR

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

29. CONTRACT SECURITY

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

30. ASSIGNMENTS

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

persons, firms and corporations for services rendered or materials supplied for performance of the Work called for in this Contract.

31. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

32. SEPARATE CONTRACTS

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

33. SUBCONTRACTS

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

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

34. PROJECT MANAGER'S AUTHORITY

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

35. CONSULTANT'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. Architect / 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 Manager.

36. STATED ALLOWANCES

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

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

37. ESTIMATES OF QUANTITIES

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

38. LANDS AND RIGHTS-OF-WAY

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

39. GENERAL GUARANTEE

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

40. CONFLICTING CONDITIONS

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

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

41. NOTICE AND SERVICE THEREOF

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

42. PROTECTION OF LIVES AND HEALTH

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

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

A. Affirmative Action Provisions.

- 1. During term of their Contract, Contractor agrees not to discriminate on basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee, or applicant for employment. Such equal opportunity shall include but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, these affirmative action standards so as to be visible to all employees, service recipients and applicants for this paragraph. Listing of prohibited bases for discrimination shall no be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to extent allowable in state or federal law.
- 2. Contractor is subject to this Article only if Contractor has twenty (20) or more employees and receives \$20,000.00 or more in annual aggregate contracts with County. Contractor shall file and Affirmative Action Plan with Dane County Contract Compliance Specialist in accord with Chapter 19 of Dane County Code of Ordinances. Such plan must be filed within fifteen (15) business days of effective date of this Contract and failure to do so by said date shall constitute ground for immediate termination of Contract by County. Contractor shall also, during term of this Contract, provide copies of all announcements of employment opportunities to County's Office of Equity & Inclusion, and shall report annually number of persons, by race, sex and handicap status, who apply for employment, and, similarly classified, number hired and number rejected.
- 3. Contact Dane County Contract Compliance Specialist at Dane County Office of Equity & Inclusion, 210 Martin Luther King, Jr. Blvd., Room 356, Madison, WI 53703, 608/266-4192.

- 4. In all solicitations for employment placed on Contractor's behalf during term of this Contract, Contractor shall include statement to affect Contractor is "Equal Opportunity Employer". Contractor agrees to furnish all information and reports required by County's Contract Compliance Specialist as same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and provision of this Contract.
- B. Minority / Women / Disadvantaged / Emerging Small Business Enterprises.
 - 1. Chapter 19.508 of Dane County Code of Ordinances is official policy of Dane County regarding utilization of, to fullest extent of, Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs) Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs).
 - 2. Contractor may utilize MBEs / WBEs / DBEs / ESBEs as subcontractors or suppliers. List of subcontractors will be required of low bidder as stated in this Contract. List shall indicate which are MBEs / WBEs / DBEs / ESBEs and percentage of subcontract awarded, shown as percentage of total dollar amount of bid.

44. COMPLIANCE WITH FAIR LABOR STANDARDS

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

45. USE AND OCCUPANCY PRIOR TO ACCEPTANCE

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

46. CLAIMS

A. No claim may be made until Department's Deputy 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 Deputy Public Works Director, the claim may be filed under Wisconsin Statute 893.80. Work shall progress during period of any dispute or claim. Unless specifically agreed between parties, venue will be in Dane County, Wisconsin.

47. ANTITRUST AGREEMENT

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

48. INSURANCE

A. Contractor Carried Insurance:

- 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 then \$1,000,000 or combined single limit of at least \$1,000,000 with excess coverage over and above general liability in amount not less than \$5,000,000. Contractor shall add "Dane County" as additional insured for each project.
 - b) Contractor's Public Liability and Property Damage Insurance shall include Products, Completed Operation, and Contractual Liability under Insurance Contract. "Contractor shall in all instances save, defend, indemnify and hold harmless County and Architect / Engineer against all claims, demands, liabilities, damages or any other costs which may accrue in prosecution of the Work and that Contractor will save, defend, indemnify and hold harmless County and Architect / Engineer from all damages caused by or as result of Contractor's operations" and each shall be listed as additional insured on Contractor's and subcontractors' insurance policies.

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

B. Builder's Risk:

1. County shall provide Builder's Risk insurance coverage for its insurable interests in construction or renovation projects with completed value of \$1,000,000 or less. Therefore, if project completed value is more than \$1,000,000, Contractor shall obtain and maintain in force, at its own expense, Builder's Risk Insurance on all risks for amount equal to full completed value of covered structure or replacement value of alterations or additions. Any deductible shall not exceed \$25,000 for each loss. Policy shall include occupancy clause and list Dane County as loss payee.

C. Indemnification / Hold Harmless:

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

- them may be liable, indemnification obligation under this Contract shall not be limited in any way by any limitation on amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker's compensation acts, disability benefits or other employee benefit acts.
- 3. Obligations of Contractor under this Contract shall not extend to liability of Architect / Engineer, its agents or employees arising out of:
 - a) Preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or
 - b) Giving of or failure to give directions or instruction by Architect / Engineer, its agents or employees provided such giving or failure to give is primary cause of injury or damage.
- 4. Dane County shall not be liable to Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

49. WISCONSIN LAW CONTROLLING

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

END OF SECTION

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

1. APPLICATION & CERTIFICATE FOR PAYMENT

A. Every contractor engaged in performance of any contract for 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 G702TM and G703TM forms (samples shown below). Forms shall be submitted to Public Works Project Manager for approval.

Application and Certificate for I	Payment			
TO OWNER:	PROJECT:		APPLICATION NO:	Distribution to:
			PERIOD TO:	OWNER □
			CONTRACT FOR:	ARCHITECT
FROM CONTRACTOR:	VIA ARCHITI	CT:	CONTRACT DATE:	CONTRACTOR [7]
			PROJECT NOS:	/// FIELD [7]
CONTRACTOR'S APPLICATION FOR			The undersigned Contractor certifies that to the best	OTHER
2. NET CHANGE BY CHANGE ORDERS 3. CONTRACT SUM TO DATE (Line 1 = 2) 4. TOTAL COMPLETED & STORED TO DATE (Column O 5. RETAINAGE: **Se of Completed Work (Columns D + E on G703) **Description of Stored Material (Column F on G703) Total Retainage (Lines Sa + 3b, or Total in Column 5. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 3 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)	\$ s s s s s s s s s s s s s s s s s s s		CONTRACTOR: By: State of: County of: Subscribed and sworn to before me this My commission expires: ARCHITECT'S CERTIFICATE FOR P In accordance with the Contract Documents, based or this application, the Architect certifies to the Owner information and belief the Work has progressed accordance with the Contract Documents, and the	n on-site observations and the data comprising that to the best of the Architect's knowledge, as indicated, the quality of the Work is in
B. CURRENT PAYMENT DUE	2	/	AMOUNT CERTIFIED.	
B. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)) s		AMOUNT CERTIFIED (Attach explanation if amount certified differs from th Application and on the Continuation Sheet that are ch	e amount applied. Initial all figures on this
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	ARCHITECT:	g
Total changes approved in previous months by Owner		s	By:	Date:
Total approved this month	s	S	This Certificate is not negotiable. The AMOUNT CE	RTIFIED is payable only to the Contractor
TOTAL	S	\$	named herein. Issuance, payment and acceptance of p	ayment are without prejudice to any rights of
NET CHANGES by Change Order	\$		the Owner or Contractor under this Contract.	
	Decement on wh	ch this toxt appears i	n RED. An original assures that changes will not be ob	scured.

RFB No. 321022 rev. 01/2020



Continuation Sheet

AlA Document G702TM-1992. Application and Certificate for Payment, or G732TM-2009, Application and Certificate for Payment. Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

A

D

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

A	В	C	D	E	F	G	//	H	I
			WORK CO	MPLETED	MATERIALS	TOTAL	/		100
NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (Not th D or E)	COMPLETED AND STORED TO DATE (D+E+F)	(G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (If variable rate)
	GRAND TOTAL								1

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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coursel, copyright@glas.org.

END OF SECTION

RFB No. 321022 rev. 01/2020

SECTION 00 73 00

BEST VALUE CONTRACTING

1. CONTRACTORS / LICENSURE APPLICANTS

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

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

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

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

2. EXEMPTIONS TO QUALIFICATION

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

3. APPLICATION QUESTIONS

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

4	Will your firm meet all bonding requirements as required by applicable law or contract specifications?	Yes: No:
5	Will your firm meet all insurance requirements as required by applicable law or specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements?	Yes: No:
6	Will your firm maintain a substance abuse policy for employees hired for public works contracts that comply with Wis. Stats. Sec. 103.503?	Yes: No: No:
7	Will your employees who will perform work on a Public Works project all be covered under a current workers compensation policy and be properly classified under such policy?	Yes: No:
8	Will your employees who will perform work on a Public Works project have the opportunity to enroll in minimum essential coverage and not be subject to an enrollment period of more than 60 days per the federal Affordable Care Act, Sec. 1513?	Yes: No: No:
9	Will your firm fully abide by the equal opportunity and affirmative action requirements of all applicable laws, including County ordinances?	Yes: No:
10	Has your firm been the subject of any order or judgement from any State or Federal Agency or court concerning employment practice, including but not limited to: classification of employees under state unemployment or workers compensation laws; minimum wage, overtime pay, recordkeeping, and child labor standards imposed by federal or state law; and employment discrimination or unfair labor practices prohibited by federal or state law. (Attach copies of any order or judgement)	Yes: No: If Yes, attach details.
11	Is your firm authorized or registered to transact business in the state by the Department of Financial Institutions in compliance with Wis. Stat. Chaps. 178, 179, 180, 181, or 183?	Yes: No: If Yes, attach details.
12	In the past three (3) years, has your firm had control or has another corporation, partnership or other business entity operating in the construction industry controlled it? If so, please attach a statement explaining the nature of the firm relationship?	Yes: No: If Yes, attach details.
13	In the past three (3) years, has your firm had any type of business, contracting or trade license, certification or registration revoked or suspended?	Yes: No: If Yes, attach details.
14	In the past three (3) years, has your firm been debarred by any federal, state or local government agency?	Yes: No: If Yes, attach details.
15	In the past three (3) years, has your firm defaulted or failed to complete any contract?	Yes: No: If Yes, attach details.
16	In the past three (3) years, has your firm committed a willful violation of federal, state or local government safety laws as determined by a final decision of a court or government agency authority.	
17	In the past three (3) years, has your firm been in violation of any law relating to your contracting business where the penalty for such violation resulted in the imposition of a penalty greater than \$10,000?	Yes: No: If Yes, attach details.
18	Is your firm an active Wisconsin Trade Trainer as determined by the Wisconsin Bureau of Apprenticeship Standards?	Yes: No: If Yes, attach details.

18A	Is your firm claiming an exemption to qualification?	Yes: If Yes, att	No: ach details.	
19	Contractor has been in business less than one year?	Yes:	No:	

4. APPRENTICEABLE TRADES:

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

END OF SECTION

SECTION 00 73 11

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

Officer or Authorized Agent Signature

Date

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

For reference, Dane County Ordinance 25.09 is as follows:

Printed or Typed Name and Title

Printed or Typed Business Name

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

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

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

END OF SECTION

Bid No. 321022 Fair Labor Practices Certification rev. 10/19 00 73 11 - 1

SECTION 01 00 00

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

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

40. As-Built and Record Drawings and Specifications

1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to provide construction services to provide structural roof anchors and penetration sleeves that will allow code compliant means of descent to the windows at Dane County Courthouse. Contractor is required to provide window cleaning services to demonstrate use of anchors and sleeves. Prove window cleaning process and provide methodology. Anchors will be tested by contractor to load amount per design requirements. Contractor to provide owner with testing procedure. Provide temporary weather tight patching to area affected by installation. Coordinate work times with Public works and Facilities Management.
- B. Work by Owner: County to provide Third-party welding supervision.
- C. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work and facility occupancy. Provide Public Works Project Manager with copies of all permits.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by Contractors or Subcontractors and access by Owner.
- B. Coordinate work time with Public Works and Facilities Management
- C. Contractors or Subcontractors shall not visit the site if they are or have recently been ill.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit each Application for Payment on AIA G702TM and G703TM forms or approved contractors invoice form. Contractor shall have these forms notarized and signed.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.
- D. Submit Applications for Payment to Public Works Project Manager for approval & processing for payment.

1.5 CHANGE PROCEDURES

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

B. Change Order Forms: Dane County Contract Change Order, Form 014-32-20 (latest issue).

1.6 ALTERNATES

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

1.7 LUMP SUM ALLOWANCES FOR WORK

A. Not Applicable.

1.8 COORDINATION

- A. Coordinate scheduling, submittals, and work of various sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings.
- D. Refer to Drawings for recommended work sequence and duration.
- E. Contractor shall provide Public Works Project Manager with work plan that ensures the Work's completion within required time & schedule.
- F. Public Works Project Manager may choose to photograph or videotape site or workers as the Work progresses.

1.9 CUTTING AND PATCHING

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

1.10 CONFERENCES

- A. Project shall have pre-bid conference; see Instructions to Bidders.
- B. Owner will schedule preconstruction conference after Award of Contract for all affected parties.
- C. Contractor shall submit Construction Schedule at pre-construction meeting.
- D. When required in individual Specification section, convene pre-installation conference at project site prior to commencing work of Section.
- E. Safe distancing & facemasks are required for all conference attendees. In-person conferences will be limited to 10 people; please limit number of attending staff & subcontractors. If there are more than 10 people, we will split group & there will be two or more conferences. Allow sufficient time if you do not make it in to first group.

1.11 PROGRESS MEETINGS

- A. Day & time of progress meetings to be determined at pre-construction meeting.
- B. General Contractor shall schedule and administer meetings throughout progress of the Work at minimum of one (1) per week with Public Works Project Manager, involved Dane County staff & other individuals as required.
- C. General Contractor shall preside at meetings, record minutes, and distribute copies within two (2) business days to those attending & those affected by decisions made.
- D. Attendance at progress meetings by General Contractor, subcontractors, or their authorized representative, is mandatory.
- E. Contractors shall give verbal reports of progress on the Work, discuss schedule for upcoming period and present all conflicts, discrepancies or other difficulties for resolution.
- F. In-person meetings shall be limited & shall follow current *Public Health Madison & Dane County* procedures & recommendations (see publichealthmdc.com/documents/office_space_checklist.pdf and publichealthmdc.com/coronavirus/forward-dane/current-order). Whenever possible, hold meetings via teleconference or videoconference, to be hosted by contractor or consultant. Dane County reserves right to mandate safe physical distancing & use of facemasks by all personnel while inside any County facility or on any County grounds.

1.12 JOB SITE ADMINISTRATION

A. Contractor shall have project superintendent on site minimum of eight (8) hours per week during progress of the Work.

- B. Contractor shall not change their project superintendent or project manager for duration of the Work without written permission of Public Works Project Manager.
- C. Engineer shall have representative on site regularly during progress of the Work.

1.13 SUBMITTAL PROCEDURES

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

1.14 PROPOSED PRODUCTS LIST

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

1.15 SHOP DRAWINGS

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

1.16 PRODUCT DATA

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

1.17 SAMPLES

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

1.18 MANUFACTURERS' INSTRUCTIONS

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

MANUFACTURERS' CERTIFICATES 1.19

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

1.20 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

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

REFERENCES 1.21

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

1.22 INTERIOR ENCLOSURES

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

1.23 PROTECTION OF INSTALLED WORK

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

1.24 **PARKING**

Arrange for temporary parking areas to accommodate construction personnel. Parking A. shall not be available at the Work site.

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- B. All contractors and their employees shall cooperate with General Contractor and others in parking of vehicles to avoid interference with normal operations and construction activities.
- C. Do not obstruct existing service drives and parking lots with equipment, materials and / or vehicles. Keep accessible for Owner's use at all times.

1.25 STAGING AREAS

- A. Coordinate staging areas with Public Works Project Manager prior to starting the Work.
- B. On-site space for use as staging areas and storage of materials is limited and will be apportioned among various Contractors as their needs dictate with due regard for storage requirements of each Contractor. Each Contractor shall be responsible for safety of equipment and materials that are stored on site.

1.26 OCCUPANCY DURING CONSTRUCTION AND CONDUCT OF WORK

- A. Areas of existing facility will be occupied during period when the Work is in progress. Work may be done during normal business hours (8:00 am to 4:30 pm), but confer with Owner, schedule work and store materials so as to interfere as little as possible with normal use of premises. Work performed on Saturday shall be by permission of Owner. Notify Owner when coring or similar noise making work is to be done and obtain Owner's written approval of schedule. If schedule is not convenient for Owner, reschedule and resubmit new times for Owner approval. Coring of floor along with other noisy work may have to be done on second and third shifts.
- B. Work shall be done and temporary facilities furnished so as not to interfere with access to any occupied area and so as to cause least possible interference with normal operation of facility or any essential service thereof.
- C. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.
- D. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this Contract is to be performed.
- E. Each Contractor shall arrange with Owner to make necessary alterations, do new work, make connections to all utilities, etc., and at such times as will not cause interruption of utility services to facility. Contractor doing this work shall protect, cap, cut off and / or replace and relocate existing pipes, electrical work and other active utilities encountered which may interfere with new construction work.
- F. New work in extension of existing work shall correspond in all respects with that to which it connects or similar existing work unless otherwise indicated or specified.
 - 1. Existing work shall be cut, altered, removed or replaced as necessary for performance of Contract obligations.
 - 2. Work remaining in place, damaged or defaced by reason of work done under this Contract shall be restored equal to its condition at time of Award of Contract.

- 3. If removal of work exposes discolored or unfinished surfaces or work out of alignment, such surfaces shall be refinished or materials replaced as necessary to make continuous work uniform and harmonious.
- G. Contractor is not responsible for providing & maintaining temporary toilet facilities.
- H. Contractor & subcontractors shall follow all current Public Health - Madison & Dane County procedures & recommendations (see publichealthmdc.com/documents/office space_checklist.pdf and publichealthmdc.com/coronavirus/forward-dane/current-order). Dane County reserves right to mandate safe physical distancing & use of facemasks by all personnel while inside any County facility or on any County grounds.

PROTECTION 1.27

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

1.28 PROGRESS CLEANING

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

1.29 **PRODUCTS**

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

1.30 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

PRODUCT OPTIONS 1.31

A. Where definite material is specified, it is not intentional to discriminate against "equal" product made by another manufacturer. Intention is to set definite standard of material

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- quality. Should bidder choose to bid materials other than those specified, bidder shall submit said materials specifications to Public Works Project Manager for approval at least seven (7) business days prior to Bid Due Date.
- B. Products and materials that are not specified, but have been approved for use by Public Works Project Manager shall be identified in addenda to all bidding contractors.
- C. Requests for material or product substitutions submitted after Bid Due Date may be considered. Owner reserves right to approve or reject substitutions based on Specification requirements and intended use.

1.32 SUBSTITUTIONS

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

1.33 STARTING SYSTEMS

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

1.34 DEMONSTRATION AND INSTRUCTIONS

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

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1.35 CONTRACT CLOSEOUT PROCEDURES

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

1.36 FINAL CLEANING

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

1.37 ADJUSTING

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

1.38 OPERATION AND MAINTENANCE MANUAL

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

1.39 SPARE PARTS AND MAINTENANCE MATERIALS

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

1.40 AS-BUILT AND RECORD DRAWINGS AND SPECIFICATIONS

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

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PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

Bid No. 321022 General Requirements rev. 05/21 01 00 00 - 11

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT. DISPOSAL & RECYCLING

PART 1 GENERAL

1.1 SUMMARY

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

B. Related Sections:

1. Section 01 00 00 - General Requirements

1.2 WASTE MANAGEMENT GOALS

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

1.3 CONSTRUCTION AND / OR DEMOLITION WASTE MANAGEMENT

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

1.4 WASTE MANAGEMENT PLAN

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

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

1.5 REUSE

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

1.6 RECYCLING

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

1.7 MATERIALS SORTING AND STORAGE ON SITE

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

1.8 LISTS OF RECYCLING FACILITIES PROCESSORS AND HAULERS

- A. Refer to <u>landfill.countyofdane.com/services/construction</u> for information on Dane County Construction & Demolition Recycling Facility.
- B. Web site <u>landfill.countyofdane.com/recycle-locations</u> lists current information for Dane County Recycling Markets. Contractors can also contact Allison Rathsack, 608/266-4990, or local city, village, town recycling staff listed at site <u>landfill.countyofdane.com/resources/local-contacts</u>. Statewide listings of recycling / reuse markets are available from UW Extension at <u>uwgb.edu/solid-hazardous-waste-education-center/</u>.

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Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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WASTE MANAGEMENT PLAN FORM

STYOFA	Contractor Name:	
	Address:	
773 CONST	Phone No.:	Recycling Coordinator:

MATERIAL	ESTIMATED QUANTITY	DISPOSAL ME (CHECK ON		RECYCLING / REUSE COMPANY OR DISPOSAL SITE
Salvaged &	cu. yds.	Recycled	Reused	
reused building materials	tons	Landfilled	Other	Name:
Wood	cu. yds.	Recycled	Reused	
	tons		Other	Name:
Wood Pallets		Recycled	Reused	
	units		Other	Name:
	cu. ft.	Recycled	Reused	
PVC Plastic	lbs.	Landfilled	Other	Name:
Asphalt &	cu. ft.	Recycled	Reused	
Concrete	lbs.	Landfilled	Other	Name:
Bricks &	cu. ft.	Recycled	Reused	
Masonry	lbs.	Landfilled	Other	Name:
	cu. ft.	Recycled	Reused	
Vinyl Siding	lbs.	Landfilled	Other	Name:
C 11 1	cu. ft.	Recycled	Reused	
Cardboard	lbs.	Landfilled	Other	Name:
36.1	cu. yds.	Recycled	Reused	
Metals	tons	Landfilled	Other	Name:
Unpainted	cu. yds.	Recycled	Reused	
Gypsum / Drywall	tons	Landfilled	Other	Name:
CI. 1	cu. yds.	Recycled	Reused	
Shingles	tons	Landfilled	Other	Name:
Fluorescent Lamps	cu. ft.	Recycled	Reused	
	lbs.	Landfilled	Other	Name:
Foam Insulation	cu. ft.	Recycled	Reused	
	lbs.	Landfilled	Other	Name:
Carpet Padding	cu. ft.	Recycled	Reused	
Carpet r adding	lbs.	Landfilled	Other	Name:
Rarrals & Drama		Recycled	Reused	
Barrels & Drums	units	Landfilled	Other	Name:
Class	cu. yds.	Recycled	Reused	
Glass	tons	Landfilled	Other	Name:

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WASTE MANAGEMENT PLAN FORM

Other	 Recycled Reused Landfilled Other	Name:
Other	 RecycledReusedLandfilledOther	Name:
Other	 Recycled Reused Landfilled Other	Name:
Other	 Recycled Reused Landfilled Other	Name:
Other	 Recycled Reused Landfilled Other	Name:

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SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Staging support frames.

1.3 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Provide Shop Drawings for the following:
 - 1. Steel framing and supports for window access staging.

1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code Steel."
- B. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code Steel."

PART 2 - PRODUCTS

2.1 METALS

A. Steel Plates, Shapes, and Bars: As Indicated.

2.2 MISCELLANEOUS MATERIALS

A. High Performance Paint: As indicated on drawings.

2.3 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form exposed work with accurate angles and surfaces and straight edges.
- D. Weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- E. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

2.4 MISCELLANEOUS FRAMING AND SUPPORTS

A. Provide steel framing and supports indicated on drawings.

2.5 STEEL AND IRON FINISHES

- A. Preparation for Shop Priming: Prepare surfaces to comply with requirements indicated below:
 - 1. Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
- B. Shop Priming: Apply indicated zinc rich primer and top coats per drawings and manufacturer's recommendations.
 - 1. Hold paint back from faces / edges to be field welded.
- C. Shop Paint: Apply finish paint as indicated on the drawings, per manufacturer's recommendations.
 - 1. Confirm paint color with owner.
 - 2. Hold paint back from faces/edges to be field welded.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not damage shop paint coatings, or weld, cut, or abrade surfaces of exterior units that have been painted after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 - 1. E70
 - 2. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 3. Obtain fusion without undercut or overlap.
 - 4. Remove welding flux immediately.

3.2 ADJUSTING AND CLEANING

A. Touchup Painting: Immediately after erection, prepare and repaint abraded areas exposed to weather with the same material as used for shop painting to comply with manufacturers requirements for touching up shop-painted surfaces.

END OF SECTION 055000

SECTION 07201

INSULATION

PART 1 -- GENERAL

1.01 CONDITIONS OF THE CONTRACT

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

1.02 WORK INCLUDED

- A. This Section only includes labor, material, equipment and related services necessary to perform the following Work:
 - 1. Clean and repair roof deck areas affected by anchorage installation.

1.03 RELATED SECTIONS

- A. Section 07531 Elastomeric Sheet Roofing Fully Adhered.
- B. Section 07620 Sheet Metal Flashing and Trim.
- C. Section 07900 Sealants.

1.04 QUALITY ASSURANCE

- A. The Insulation Manufacturer shall have a minimum ten (10) years experience specializing in roof insulations.
- B. The Contractor shall keep a copy of the Insulation Manufacturer's installation instructions and these Specifications on site at all times.

1.05 REGULATORY REQUIREMENTS

- A. Materials and construction shall meet the following:
 - 1. Underwriters Laboratories, Inc. (UL): Class A Fire Hazard Classification.
 - 2. Factory Mutual Engineering Corporation (FM): Windstorm Resistance Classification, FM Data Sheets 1-28 (September, 1991 Revision) and 1-49 (Class I-90 Construction); Fire Classification, Class 1 (FM Approval Standards).
 - 3. International Conference of Building Officials, Uniform Building Code (UBC).
 - 4. Regional, State, and Local Building Codes and/or Ordinances.

1.06 REFERENCES

A. References shall refer to the most recent standard.

- 1. American Society for Testing and Materials (ASTM).
- 2. Federal Specifications (FS).
- 3. Factory Mutual Engineering Corporation (FM).

1.07 SPECIAL ROOFING CONTRACTOR REQUIREMENTS

- A. The Contractor's Foreman shall be present on the job site during the majority of work hours and shall be accessible at all times to ensure good Project coordination and communication.
- B. During the workday should the weather conditions appear to be changing adversely, the Foreman shall take preventative measures to allow the roof to be closed to a watertight condition to avoid exposure of buildings, equipment and materials.
- C. All Work that requires saw cutting, vacuuming and other similar functions that create substantial noise and/or vibration shall be coordinated well in advance of the Work with the Owner.
- D. Prior to the start of the Project, and daily after the start, the Contractor shall review the type of space below the roof being worked on to ensure that all special requirements because of occupancy type are complied with prior to the start of the Work.
- E. Take all necessary precautions to protect the Owner's property from any and all damage which may result due to Work on this Project.
- F. Repair any Work, damaged by failure to provide proper and adequate protection, to its original state to the satisfaction of the Owner or remove and replace with new Work at the Contractor's expense.

1.08 SUBMITTALS

- A. Submit shop drawings as required. Drawings shall show details required for proper insulation system installation that are not shown in or that differ from the Specifications and Drawings.
- B. Submit a list of materials for use in the Work.
- C. Submit product data for the insulation system(s).
- D. Submit Insulation Manufacturer's installation instructions.
- E. One e-mail copy of each submittal is required.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver all materials in Manufacturer's original, unopened containers with Manufacturer's labels intact and legible.

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- B. Stack insulation at least 4" above the ground on pallets and cover with a breathable covering, such as canvas. The covering shall extend to grade on all sides. Protect foam insulations from direct exposure to sunlight. Translucent plastic wrap as provided by the Manufacturer for shipping will not constitute adequate protection.
- C. Materials shall be stored so as to protect them completely from damage by the elements and temperatures. Storage of materials on ground and/or rooftop shall be protected with waterproof canvas covering and stored on raised platforms. The use of pallets or similar type equipment will be acceptable.
 - 1. Waterproof canvas covering shall be applied in a watertight manner and securely tied at the end of each work day or work period.
 - 2. Use of the Manufacturer's product protection wrapping is not acceptable for worksite type protection. Wrapping shall be side-punctured or end-punctured or slashed before covering with canvas.
 - 3. No tears in the waterproof canvas covering will be allowed.
- D. Material storage in warehouse, storage trailer, or tent is recommended.
- E. Keep lids tightly sealed on all emulsions, solvent based adhesives, and cements to keep volatiles from escaping.

F. Handling Materials

- 1. Do not store or transport insulation materials on the roof in a manner that may exceed the live load capacity of the deck system or the structure. The Engineer, during routine observations, may make recommendations as to loading.
- 2. Do not transport insulation materials over or store materials on a finished section, without prior approval from the Engineer.

1.10 ENVIRONMENTAL REQUIREMENTS

A. Do not apply insulation during inclement weather or when air temperature is below (or is expected to be below) 40° F (5° C).

1.11 GUARANTEES, WARRANTIES, CERTIFICATES

- A. Furnish two copies of the following to the Engineer:
 - 1. Manufacturers System Warranty: The Contractor shall warrant, in writing, all insulation materials for a period of twenty (20) years following completion and that the insulation system has been installed according to material Manufacturer's current specifications. The warranty shall cover labor and materials. (Refer to warranty under section 07531).

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PART 2 -- PRODUCTS

The Contractor is responsible for furnishing the following materials in the amount required for completion of the entire Project specified herein.

2.01 ACCEPTABLE MANUFACTURERS

- A. Provide products by Manufacturers specified herein which meet or exceed standards as set forth in this Section. No materials specified or approved shall contain asbestos.
- B. All materials shall be new unless otherwise noted.

2.02 MATERIALS

A. Insulation

1. Flat Stock:

- a. Polyisocyanurate: (Base layer of tapered system to be 2 inches thick) Rigid board insulation as recommended by the roof system manufacturer and as approved by Architect/Engineer. Fiberglass facers are required; 4' X 8' maximum board size; maximum thickness 2 inches. Conform to FS HH-1972/2 Class 1. "Iso 95+" as manufactured by Firestone Building Products or approved equal.
- b. High Density Roof Cover Board: High Density polyisocyanurate rigid board with coated fiberglass facers 4' x 4' maximum board size. "Isogard HD Cover Board" as manufactured by Firestone Building Products or approved equal.

2. Tapered:

- a. Polyisocyanurate: 1/8" designated per foot slope (base layer of tapered system to be 2 inches thick) with polyisocyanurate board fill (not to exceed 1-1/2" thickness) as recommended by the roof system manufacturer and as approved by Architect/Engineer. Minimum starting thickness 1.5" or as approved by Architect/Engineer. Fiberglass facers are required. Conform to FS HH-1972/2 Class 1. Note: Maximum thickness of any tapered insulation board to be 2 inches. :Iso 95+ tapered" as manufactured by Firstone Building products or approved equal
- b. Saddles and Crickets: 1/4" per foot finished slope (except as noted on the Drawings) as recommended by the roof system manufacturer and as approved by Architect/Engineer. Fiberglass facers are required; 4' X 8' maximum board size; maximum thickness 2 inches. Conform to FS HH-1972/2 Class 1.
- c. Insulation/Cover Board Adhesive: Shall be two part polyurethane bead adhesive. "I.S.O. Stick" as manufactured by Firestone Building Products or approved equal.

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B. Fasteners (Miscellaneous):

- 1. Nails used to secure wood such as fascias, cant strips, blocking and nailers to other wood members shall be galvanized and long enough to penetrate 1-1/4". Two rows are required, staggered when feasible. Spacing in any one row shall not exceed 24". Spacing shall not exceed 12", 8' each way from outside corners. Withdrawal resistance shall be 100 pounds per nail minimum. (Lag screws of equivalent strength may be used if desired.)
- 2. Fasteners used to secure lumber to masonry or concrete shall be 1/2" minimum diameter metal expansion stud anchors in pre-drilled holes such as "Kwik-Bolt II Stud Expansion Anchor" by Hilti, Inc. or as approved by Architect/Engineer. Space fasteners at 12" o.c. (maximum).
- 3. Other fasteners not specifically described shall be as selected by the Contractor subject to approval by the Engineer. All fasteners shall meet the requirements set forth in FM Data Sheet 1-28 and 1-49 as appropriate.
- G. Flame Resistant Foil Faced Building Insulation: ASTM C665, Type III, Class A fiberglass blanket such as "FSK-25" by CertainTeed or as approved by Architect/Engineer.
- H. Lumber, Nailers and Blocking: #2 grade wood (lumber) or better.
- I. Plywood: (Thickness as shown on the Drawings) APA exterior rated 4-ply CDX with salt preservative pressure treatment (0.40 pcf minimum retention).
- J. Batt Insulation: ASTM C665, FS HH-I-521, Type I, nominal 4" thick fiberglass blanket.
- K. Other Materials: All other materials, not specifically described but required for a complete and proper installation of the Work in this Section, shall be as selected by the Contractor subject to approval by the Engineer.

PART 3 - EXECUTION

3.01 DEFINITIONS

A. The term "phased construction" or "phased application" shall mean the insulation system construction or application process in which all parts of cross-section of a roofing system, including the vapor retarder, roof insulation, roof membrane and surfacing are not completed for a particular roof area during one day or work period.

3.02 EXAMINATION

A. The Contractor shall have the sole responsibility for the accuracy of all measurements and for the estimate of material quantities required and necessary to satisfy the requirements of these Specifications.

3.03 SUBSTRATE PREPARATION

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A. Deck Repairs (Note: Deck repairs, if needed, shall be as directed by the Engineer and shall be by Change Order.)

3.04 WORKMANSHIP

- A. Weather Condition Limitations: Proceed with insulation Work only when existing and forecasted weather conditions will permit Work to be performed in accordance with the requirements of this Specification.
- B. After starting the Work, the Contractor shall be responsible for complete moisture integrity of the insulation system. Therefore, the Contractor shall:
 - 1. Establish and follow application procedures to insure that adequate quantities of materials are used.
 - 2. Maintain competent Foreman continuously supervising the Work, with authority to discard unsuitable materials and remove unsatisfactory workmen from the Project.
 - 3. Observe all fire precautions involving the storage and handling of insulation materials. Provide adequate quantity of fire extinguishers at the worksite, especially at the kettles, torches, or open flames.
 - 4. Comply with current insulation safety standards at all times.
 - 5. Supervise installation of and be responsible for seeing that roof mechanical and electrical equipment, roof drains, etc. are properly set without damage to the roof. Make roof and flashing repairs as necessary and advise the Engineer in writing of all potential leaks as may be caused by other trades not under the Contractor's control.
 - 6. Under no conditions shall any insulation materials be applied before sunrise, or at anytime when there are indications of moisture present (rain, mist, dew, frost, and snow).
 - 7. Install only as much insulation material as can be completed and covered in accordance with the requirements of this Specification in any one day or work period.
 - 8. The Contractor shall install flashings at openings, projections and walls adjoining new Work every day or work period. If circumstances do not allow this, these areas shall be made watertight at the end of each day or work period.
 - 9. At the end of each day's Work, install temporary water cut-offs at all points where the roof membrane does not abut a wall, wood edge member or expansion joint. The water cut-off shall be removed completely before continuing the roof installation. If breaks occur in the water cut-offs or any other part of the roof membrane and water damages the roof insulation, all damaged roof insulation, vapor retarder and roof membrane over the damaged insulation shall be removed and replaced with new materials. Contractors option:

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- 10. Comply with other workmanship requirements as outlined in other Sections of this Specification.
- D. The following cold weather (below 40°F) precautions shall be followed when applying the roof membrane system to insure proper performance of this Specification.
 - 1. Store materials in a heated environment up to one hour immediately prior to installation.

3.07 OTHER REPAIRS AND CONSTRUCTION

- A. Furnish new wood nailers and blocking for roof installation areas and details applicable.
- B. Install new lumber in place of existing rotted or otherwise deteriorated lumber not originally scheduled for replacement. Repairs shall be by Change Order.
- C. Install new wood nailers to match height of total insulation thickness at applicable areas.
- D. Assure all existing structural material is sound and secured properly prior to construction. Notify the Engineer of any inconsistencies.

3.09 ROOF INSULATION - INSTALLATION

- 1. Insure substrate is clean and free of debris and completely dry.
- 2. Install base layer of insulation system in bead adhesive according to FM 1-90.
- 3. Install remaining layers of insulation and coverboard layer of insulation using bead ashesive. All layers shall be adhered according to FM 1-90.
- 4. Allow foam to rise as required before placing insulation and coverboards.
- Make sure boards are weighted for the appropriate amount of time before installing additional materials.
- 6. Install cover board in similar fashion over the insulation system, making sure that foam rises before the board is installed and that once install the board is wieghted allowing the adhesive to properly bond.
- 7. Cut or score insulation boards to conform to angles of new substrate.
- 8. Ensure close fit and alignment of all insulation boards limiting any gaps to 1/8" maximum. Stagger all board joints within the field of the roof. Offset the end and side joints a minimum of 6" from the joints of the preceding layer.
- 9. Cover all installed insulation with roofing membrane by the end of each working day and before rain showers commence.

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--- END OF SECTION ---

PART 1 -- GENERAL

1.01 CONDITIONS OF THE CONTRACT

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

1.02 WORK INCLUDED

- A. This Section includes all labor, material, equipment and related services necessary to perform the following Work:
 - 1. Clean and repair roof deck areas affected by anchorage installation.

1.03 RELATED SECTIONS

- A. Section 07201 Insulation.
- B. Section 07620 Sheet Metal Flashing and Trim.
- C. Section 07900 Sealants.

1.04 QUALITY ASSURANCE

- A. The membrane Manufacturer shall have a minimum ten (10) years experience specializing in elastomeric sheet roof membranes.
- B. The Contractor shall have a minimum five (10) years documented experience specializing in elastomeric sheet roof membranes.
- C. The roof system must be applied by a roofing Contractor authorized by the roof system Manufacturer.
- D. All the above indicated job visits shall be documented in writing by the roof membrane Manufacturer's Representative indicating all problems, concerns, recommendations and directives given to the roofing Contractor regarding roof system installation. Copies shall be provided to Engineer within ten (10) days of the inspection date.
- E. It is the roofing Contractor's responsibility to arrange the Manufacturer's inspections.
- F. There shall be no deviation made from this Specification or the approved shop drawing without prior written approval by the Manufacturer and Engineer.
- G. Shop drawings of proposed alternate details shall be submitted to the Engineer for approval prior to the start of construction.
- H. Proposed alternate detail and application procedures shall comply with Specification, Drawings and Manufacturer's recommendations.
- I. The Contractor shall keep a copy of the membrane Manufacturer's installation instructions and these

Specifications on site at all times.

1.05 REGULATORY REQUIREMENTS

- A. Materials and construction shall meet the following:
 - 1. Underwriters Laboratories, Inc. (UL): Class A Fire Hazard Classification.
 - 2. Factory Mutual Engineering Corporation (FM): Windstorm Resistance Classification, FM Data Sheets 1-28 (September, 1991 Revision) and 1-49 (Class I-90 Construction); Fire Classification, Class 1 (FM Approval Standards).
 - 3. International Conference of Building Officials, Uniform Building Code (UBC).
 - 4. Regional, State, and Local Building Codes and/or Ordinances.

1.06 REFERENCES

- A. References shall refer to the most recent standard.
 - 1. American Society for Testing and Materials (ASTM).
 - 2. Federal Specifications (FS).
 - 3. Factory Mutual System (FM).

1.07 SPECIAL ROOF CONTRACTOR REQUIREMENTS

- A. The Contractor's Foreman shall be present on the job site during the majority of work hours and shall be accessible at all times to ensure good project coordination and communication.
- B. During the workday should the weather conditions appear to be changing adversely, the Foreman shall take preventative measures to allow the roof to be closed to a watertight condition to avoid exposure of buildings, equipment and materials.
- C. All Work that requires saw cutting, vacuuming and other similar functions that create substantial noise and/or vibration shall be coordinated well in advance of the work with the Owner and Engineer.
- D. Prior to the start of any roof project, and daily after the start, the Contractor shall review the type of space below the roof being worked on to ensure that all special requirements because of occupancy type are complied with prior to the start of the Work.
- E. Take all necessary precautions to protect the Owner's property as well as adjacent property, including trees, shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, etc., from any and all damage which may result due to work on this Project.
- F. Repair any Work, damaged by failure to provide proper and adequate protection, to its original state to the satisfaction of the Owner or remove and replace with new Work at the Contractor's expense.

1.08 SUBMITTALS

- A. Submit shop drawings as required. Drawings shall show roof edge condition details, roof penetration flashing details, standard roof section and all other details required for proper roof system installation that are not shown in or that differ from the Specification and Drawings.
- B. Submit a list of materials for use in the Work.
- C. Submit product data for membrane and base flashing with temperature range for application of membrane.
- D. Submit membrane Manufacturer's installation instructions.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials in Manufacturer's original, unopened containers with Manufacturer's labels intact and legible.
- B. Materials shall be stored so as to protect them completely from damage by the elements and temperatures. Storage of materials on ground and/or rooftop shall be protected with waterproof (canvas) covering and stored on raised platforms. The use of pallets or similar type equipment will be acceptable.
 - 1. Store cements, primers and Sealants between 40°F and 80°F. Should they be exposed to low temperatures, return to room temperature for several days prior to use.
 - 2. Waterproof (canvas) covering shall be applied in a watertight manner and securely tied at the end of each workday or work period.
 - 3. Use of Manufacturer's product protection wrapping is not acceptable for worksite type protection. The wrapping shall be side-punctured or end-punctured or slashed before covering with canvas.
 - 4. No tears in the waterproof (canvas) covering will be allowed.
- C. Material storage in warehouse, storage trailer or tent is recommended.
- D. Keep lids tightly sealed on all emulsions, solvent-based adhesives, and cements to keep volatiles from escaping.
- E. Stir adhesives thoroughly before using. Use mechanical methods of stirring; hand stirring with a paddle will not be acceptable.
- F. Single ply adhesives have a limited shelf life. The shelf life of the unused portion of material remaining in a previously opened container might be as low as overnight for some products. Remove all materials from the job site that are older than six months from the date of production.
- G. Altering the formulation of any adhesive by adding solvents is strictly prohibited. Any roofing installed using field-altered adhesives will be removed.

1.10 ENVIRONMENTAL REQUIREMENTS

A. Do not apply roof membrane, or base flashings during inclement weather or when air temperature is

below (or is expected to be below) 40°F (5°C).

B. Do not start tear off of existing materials when inclement weather is expected.

1.11 GUARANTEES, WARRANTIES, CERTIFICATES

- A. Furnish two copies of the following to the Engineer:
 - 1. Contractor's Warranty: The Contractor shall warrant, in writing, that the roof system shall remain leak free for a period of five (5) years following completion and that the roof system has been installed according to material Manufacturer's current specifications. The warranty shall cover labor and materials. The MRCA printed guarantee shall be used as a standard.
 - 2. Membrane Manufacturer's Roof System Warranty: The roof system Manufacturer shall furnish an Original Cost of Installation of Manufacturer's Materials Roofing Guarantee. The guarantee shall include the costs of repairs or replacement of both the membrane and the insulation damaged as a result of the membrane failure and necessary to stop leaks which occur during a period of twenty (20) years from the date of completion, as a result of workmanship or deterioration of the membrane system or base flashing. The guarantee shall cover both labor and materials.
 - 3. Membrane Manufacturer's Owner Service Manual: Provide for the Owner an informational manual to include Manufacturer's approved emergency repair procedures and materials, maintenance procedures and customer service information.

PART 2 -- PRODUCTS

The Contractor is responsible for furnishing the following materials in the amount required for completion of the entire Project specified herein.

2.01 ACCEPTABLE MANUFACTURERS

- A. Provide products by Manufacturers specified herein which meet or exceed standards as set forth in this Section. No materials specified or approved shall contain asbestos.
- B. All materials shall be new unless noted otherwise.

2.02 MATERIALS

- A. Membrane and Membrane Base Flashing: ASTM D4637 ethylene propylene diene monomer (EPDM), 0.060 inch thickness; in compliance with RMA RP-1 minimum requirements and a UL Class A fire rating, "RubberGard" by Firestone Building Products Company or approved equal.
- B. Miscellaneous Flashing: ASTM D4637 uncured EPDM elastomeric form flashing with pre-applied adhesive, 0.060" thickness, "EPDM Form Flash" by Firestone Building Products Company or approved equal.
- C. Tapes: Membrane splicing tape, such as "QuickSeam Splice Tape" by Firestone Building Products Company, or approved equal. Flashing tapes, such as "QuickSeam Flashing" and "QuickSeam Curb Flashing" by Firestone Building Products Company, or approved equal. Walk pads, such as "QuickSeam Walkway Pad" by Firestone Building Products Company, or approved equal.

- D. Cleaners, Primers, Adhesives, Sealants, and Other Accessory and Miscellaneous Component Materials: As required and recommended by the membrane Manufacturer to provide a complete watertight roofing system and as required by the membrane Manufacturer to provide the Owner with the warranty as specified.
- E. Walk Pads to be installed as shown on the roof plan shall be fully adhered QuickSeam Walks Pads as manufactured by Firestone Building Products or approved equal.

F. Fasteners (Miscellaneous):

- 1. Fasteners such as nails, screws, bolts, etc. shall be compatible with the roof membrane and flashing system. They shall be of type and size as shown on the Drawings, recommended by the roof membrane Manufacturer or specified herein.
- 2. Screws used to secure metal to blocking shall be No. 8 minimum, galvanized penetrating wood blocking a minimum 1-1/2" and shall have watertight neoprene washers under head. The installed withdrawal resistance shall be a minimum of 150 pounds per screw.
- 3. Nails used to secure wood such as fascias, cant strips, blocking and nailers to other wood members shall be galvanized and long enough to penetrate 1-1/4". Two rows are required, staggered when feasible. Spacing in any one row shall not exceed 24". Spacing shall not exceed 12", 8' each way from outside corners. Withdrawal resistance shall be 100 pounds per nail minimum. (Lag screws of equivalent strength may be used if desired.)
- 4. Fasteners used to secure lumber to masonry or concrete shall be 1/2" minimum diameter metal expansion stud anchors in pre-drilled holes such as Kwik-Bolt II Stud Expansion Anchor by Hilti, Inc. or approved equal. Space fasteners at 12" o.c. (maximum).
- 5. Fasteners used to secure metal to metal shall be hardened, self-tapping, sheet metal gimlet point type, with hex/washer head and be of compatible material.
- 6. Other fasteners not specifically described shall be as selected by the Contractor subject to approval by the Engineer. All fasteners shall meet the requirements set forth in FM Data Sheets 1-28 and 1-49 as appropriate.
- F. Roof Drain Assemblies: Obtain replacement clamps, rings and strainers from original Manufacturer if possible. All strainers shall be cast iron.
- G. Lumber, Nailers and Blocking: #2 grade wood (lumber) or better with salt preservative pressure treatment (0.40 pcf minimum retention).
- H. Plywood: 3/4" APA exterior rated 4-ply CDX (0.40 pcf minimum retention).
- I. Polyvinyl Chloride (PVC) Piping: Conforming to requirements for Schedule 40, DWV pattern, ASTM D1785 and D2665.
- J. EPDM Boot Flashing: Pre-molded round EPDM penetration flashing conforming to Rubber Manufacturers Association (RMA) minimum specifications "Pipe Boot" by Firestone Building Products Company or approved equal.

K. Other Materials: All other materials, not specifically described but required for a complete and proper installation of the work in this Section shall be as selected by the Contractor subject to approval by the Engineer.

PART 3 -- EXECUTION

3.01 DEFINITIONS

- A. Bond: The adhesive and cohesive forces holding two roofing components in intimate contact.
- B. The term "phased construction" or "phased application" shall mean the roofing system construction or application process in which all parts of cross-section of a roofing system (including vapor retarder), roof insulation, roof membrane and surfacing are not completed for a particular roof area during one day or work period.

3.02 EXAMINATION

A. The Contractor shall have the sole responsibility for the accuracy of all measurements and for the estimate of material quantities required and necessary to satisfy the requirements of these Specifications.

3.03 WORKMANSHIP

- A. All roofing work shall be accomplished with a non-working Foreman overseeing the work of the felt setters, mop men, felt layer operators and kettle men who are thoroughly skilled in the application of specified materials. All workmanship to be of the very best and shall be done in such a manner as to fulfill the requirements of the Drawings and Specifications.
- B. Weather Condition Limitations: Proceed with roofing work only when existing and forecasted weather conditions will permit work to be performed in accordance with the requirements of this Specification.
- C. After starting the Work, the Contractor shall be responsible for complete moisture integrity of the roofing and flashing membrane and for providing a properly applied roof. Therefore, the Contractor shall:
 - Establish and follow application procedures to insure that adequate quantities of materials are used.
 - 2. Maintain competent Foreman continuously supervising the Work, with authority to discard unsuitable materials and remove unsatisfactory workmen from the Project.
 - 3. Observe all fire precautions involving the storage and handling of roofing materials. Provide adequate quantity of fire extinguishers at worksite, especially at the kettles, torches or open flames.
 - 4. Comply with current roofing safety standards at all times.
 - 5. Supervise installation of and be responsible for seeing that roof mechanical and electrical equipment, roof drains, etc. are properly set without damage to the roof. Make roof and flashing repairs as necessary and advise the Engineer in writing of all potential leaks as may be caused by

other trades not under the Contractor's control.

- 6. Under no conditions shall any roofing materials be applied before sunrise, or at anytime when there are indications of moisture present (rain, mist, dew, frost, and snow).
- 7. Install only as much roofing material as can be completed and covered in accordance with the requirements of this Specification in any one day or work period.
- 8. <u>All seams shall be a minimum 3" wide</u>. The adhesive tape shall be installed in strict accordance with the Manufacturer's directions.
- 9. Apply roof membrane so that the direction of water flow is over, and not against the laps. Closely follow the Manufacturer's requirements for adhesive tape and sealant application.
- 10. Insure that all wheeled equipment on the roof be equipped with pneumatic tires.
- 11. Permit no traffic over, not stack roofing equipment or materials on completed new roof surfaces without adequate protection with 1/2" plywood.
- 12. Insure that all fishmouths are cut (do not attempt to walk down) and objects causing separation between reinforcing plies are removed. Patch the areas if the cut is made after the interply mopping has set up.
- 13. The Contractor shall install flashing at openings, projections and walls adjoining new roofing every day or work period. If circumstances do not allow this, these areas shall be made watertight at the end of each day or work period.
- 14. At the end of each day's Work, install temporary water cut-offs at all points where the roof membrane does not abut a wall, wood edge member or expansion joint. The water cut-off shall be removed completely before continuing the roof installation. If breaks occur in the water cut-offs or any other part of the roof membrane and water damages the roof insulation, all damaged roof insulation, vapor retarder and roof membrane over the damaged insulation shall be removed and replaced with new materials.
- 15. Comply with other workmanship requirements as outlined in other Sections of this Specification.
- D. The following cold weather (below 40°F) precautions shall be followed when applying the modified asphalt roof system to insure proper performance of this Specification.
 - 1. Let the membrane "relax" longer and only work on sunny days.
 - 2. Keep the adhesive tape warm so that it can be properly applied. Do not apply a load to a field seam for several days as the cure and strength of the adhesive tape joint take longer to develop in cold weather.
 - 3. Allow adequate time for the solvents in the adhesives to "flash off", so the seams will be strong. Check the "dryness" of the apply adhesives carefully before sealing the joints.

3.03 HEALTH AND SAFETY PRECAUTIONS

A. Single ply roofing adhesives, cements and sealants contain ingredients, which can be toxic and are

extremely flammable. Ensure that vapors are not allowed to enter the building at air intake vents or other points of access. Absolutely no smoking is allowed on the entire roof for the duration of the Project.

3.04 ROOF MEMBRANE INSTALLATION

- A. Roll roof sheets out over prepared substrate and allow membrane to relax for a minimum of 30 minutes.
- B. Fully adhere membrane to insulation per Manufacturer's detailed instructions.
- C. Eliminate air bubbles, wrinkles and fishmouths.
- D. Clean membrane lap seams (joints) to remove dirt and talc from the lap area.
- E. Apply adhesive tape to membrane lap seams in strict accordance with the Manufacturer's directions.
- F. Check all seams with a probe. Ensure that roof sheets are fully bonded.
- G. Cover all seams with 6 inch batten cover.

3.05 BASE FLASHING INSTALLATION

- A. Install new wood blocking and metal where required and as specified in other sections of this Specification.
- B. All rooftop equipment (including plumbing vents, base flashings, exhaust fans, skylights, vents, etc.) shall be raised by installing Contractor with specified and/or approved material to provide minimum of 8" between surface membrane and top of base flashing.
- C. Install base flashing according to the Drawings and roof membrane Manufacturer's requirements.
- D. Extend plumbing vents as necessary to assure a minimum of 8" of flashing height as measured from surface membrane to top of vent stack. Furnish and install PVC piping with EPDM couplers as required.
- E. Prime all sheet metal that is to be stripped into the roof membrane as required. Allow primer to dry before stripping in.
- F. Comply with applicable recommendations of Factory Mutual Prevention Data 1-49.
- G. All flashing on section being re-roofed shall be completed or made watertight by the end of the working day.

3.06 MISCELLANEOUS DETAILS

A. Roof Drains

1. Check and clear debris from all roof drains at the end of the working day.

--- END OF SECTION ---

SECTION 07620

SHEET METAL FLASHING AND TRIM

PART 1 -- GENERAL

1.01 CONDITIONS OF THE CONTRACT

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

1.02 WORK INCLUDED

- A. This Section includes all labor, material, equipment and related services necessary to furnish and install the following Work.
 - 1. Clean and repair roof deck areas affected by anchorage installation.

1.03 RELATED SECTIONS

- A. Section 07201 Insulation.
- B. Section 07531 Elastomeric Sheet Roofing-Fully Adhered
- C. Section 07900 Sealants.

1.04 QUALITY ASSURANCE

- A. Perform flashing and sheet metal work in coordination with installer performing roofing.
- B. There shall be no deviation made from this Specification or the approved shop drawing without prior written approval by the Manufacturer and Engineer.
- C. Shop drawings of proposed alternate details shall be submitted to Engineer for approval prior to start of construction.
- D. Proposed alternate details and application procedures shall comply with the Specifications, Drawings and Manufacturer's recommendations.

1.05 REFERENCES

- A. References shall refer to the most recent standard.
 - 1. American Society for Testing and Materials (ASTM).
 - 2. Federal Specification (FS).
 - 3. Sheet Metal and Air Conditioning Contractor's National Association (SMACNA).

1.06 SPECIAL CONTRACTOR REQUIREMENTS

- A. The Contractor's Foreman shall be present on the job site during the majority of the Work hours and shall be accessible at all times to ensure good Project coordination and communication.
- B. All Work that requires saw cutting, vacuuming and other similar functions that create substantial noise and/or vibration shall be coordinated well in advance of the Work with the Owner.
- C. Prior to the start of any project and daily after the start, the Contractor shall review the type of space below the roof being worked on to ensure that all special requirements because of occupancy type are complied with prior to the start of the Work.
- D. Take all necessary precautions to protect the Owner's property as well as adjacent property, including trees, shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, etc. from any and all damage which may result due to Work on this Project.
- E. Repair any Work, damaged by failure to provide proper and adequate protection, to its original state to the satisfaction of the Owner or remove and replace with new Work at the Contractor's expense.

1.07 SUBMITTALS

- A. Submit shop drawings as required. Drawings shall show all details required for proper roof system installation that are not shown in or that differ from the Specifications and Drawings. Submit shop drawings clearly detailing shaping, joining, length of sections, fastening and installation details.
- B. Submit a list of materials for use in the Work.
- C. Submit standard color samples for approval.
- D. Submit shop drawing and sample of coping.
- E. Submit shop drawing and sample of counterflashing and receiver.
- F. Submit shop drawing of sheet metal expansion joint cover assembly.
- G. One e-mail copy of each submittal drawing is required.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Delivery and Storage of Materials
 - 1. Deliver all materials in their original unopened containers with all markings intact.
 - 2. Store all materials in a dry place or otherwise protect from water or extreme humidity.
 - 3. Stack metal at least 4" above the ground on pallets and cover with a breathable covering, such as canvas. Covering shall extend to grade on all sides.
 - 4. Store cements, adhesives and sealants in the manner and temperature range recommended by the individual Manufacturers.

5. Remove damaged materials from the site and replace with new.

B. Handling Materials

- 1. Handle metal sections to avoid bending, breaking or otherwise damaging them during transportation and installation.
- 2. Do not store or transport materials on the roof in a manner that may exceed the live load capacity of the deck system or the structure. The Engineer, during routine inspections, may make recommendations as to loading.
- 3. Do not transport materials over or store materials on a finished section without prior approval of the Engineer.

1.09 GUARANTEES, WARRANTIES, CERTIFICATES

- A. Furnish two copies of the following to the Engineer:
 - 1. Contractor's Warranty: The Contractor shall warrant, in writing the workmanship for a period of five (5) years following completion and that the Work has been installed according to material Manufacturer's current specifications. The warranty shall cover labor and materials.
 - Manufacturer's Warranty: Provide Manufacturer's standard warranty guaranteeing color, fade, chalking and film integrity for a period of 20 years when tested against the Weatherometer Method 6152, acceptable per FED TEST METHOD 141 for pre-finished metals with resin coating.

PART 2 -- PRODUCTS

The Contractor is responsible for furnishing the following materials in the amount required for completion of the entire Project specified herein.

2.01 ACCEPTABLE MANUFACTURERS AND MATERIALS

- **A.** Provide products by Manufacturers specified herein which meet or exceed standards as set forth in this Section.
- B. All materials shall be new unless noted otherwise.

2.02 MATERIALS

- A. Coping, Expansion Joint Cover Assembly, Parapet Wall Metal and Counterflashing: 24 gage factory painted galvanized steel with "Kynar 500" coating. "UNA-CLAD" as manufactured by Firestone Building Products or approved equal. Submit color to Owner and Engineer for approval.
- B. Miscellaneous Sheet Metal: Galvanized steel, ASTM A525 Class G-90 zinc coating, 24 gage with minimum 1.25 oz. per square foot galvanized coating.
- C. Sheet Metal Wall Panel: 24 gauge factory painted galvanized steel with Kynar 500 resin coating meeting ASTM D-2244. Vertical exposed fastener Omega VR Classic as manufactured by

Firestone Building Products or approved equal. Submit color for approval.

- D. Continuous Cleat: 20 gage galvanized steel with minimum 1.25 oz. per square foot galvanized coating.
- E. Scupper Insert: Nominal 6" (H) X 9" (L) .018" stainless steel with 2D finish.

F. Fasteners (Miscellaneous)

- 1. Fasteners such as nails, screws, etc. shall be of same material as metal flashing on which they are used. They shall be of type and size as shown on the Drawings or specified herein.
 - 2. Screws used to secure metal to blocking shall be #8 minimum, penetrate wood blocking minimum 1-1/2" and shall have metal washers and watertight neoprene washers under hex head. The installed withdrawal resistance shall be a minimum of 150 pounds per screw.
 - 3. Fasteners used to secure metal to metal shall be hardened, self-tapping, sheet metal gimlet point type, with hex/washer head and be of compatible material.
 - 4. Fasteners used to secure sheet metal to masonry or stone shall be 1/4" minimum diameter metal expansion stud anchors in pre-drilled holes such as "Kwik-Bolt II Stud Expansion Anchor" by Hilti, Inc. or approved equal. Space fasteners at 24" o.c. maximum spacing.
 - 5. Fasteners used to secure gutter spacers to hemmed edge shall be 3/8" diameter cadmium plated nut, bolt and washer assemblies.
- G. Solder: FS QQ-S-571 or ASTM B32. Use 50/50 for all applicable work unless otherwise specified.
- H. Soldering Flux: FS O-F-506, type best suited for specific material.
- I. Other Materials: All other materials not specifically described but required for a complete and proper installation of the Work in this Section, shall be as selected by the Contractor subject to the approval by the Engineer.

2.03 FABRICATION

- A. Form sections square, true and accurate to size, free from distortion and other defects detrimental to appearance or performance.
- B. Provide cross-break to top surface of coping metal and at all exposed surfaces of all metals which exceed 8" in cross dimension.

PART 3 -- EXECUTION

3.01 EXAMINATION

- A. Examine supporting members and substrate for layout, alignment and soundness.
- B. Verify that surfaces are free from debris and unnecessary protrusions.

3.02 INSTALLATION

A. Counterflashing

- 1. Saw-cut mortar joints to form new reglet 1" minimum uniform depth at elevation of a minimum 10" above the surface of the roof membrane, as shown on the Drawings. New reglet joint shall not interfere with the location or performance of any through wall flashing.
- 2. Secure spring locked reglet receivers in clean and sound saw cuts at mortar joint.
- 3. The reglet receiver shall be notched and lapped at all corners and joints.
- 4. Secure flashings to reglet receivers using specified type fasteners at 18" o.c. maximum.
- 5. Fit flashing tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- 6. The counterflashing shall be notched and lapped at inside corners and joints and seamed at outside corners.
- 7. Maintain lines of constant elevation around entire perimeter unless noted otherwise on the Drawings.
- 8. Apply continuous bead of sealant to masonry/metal intersection at top of reglet. Tool to smooth finish.
- 9. Where existing structural expansion joint intersects sheet metal work, provide "slip joint" in sheet metal work to accommodate movement of the structure.

B. Coping

- 1. Install adhered EPDM cap flashing over parapet as shown on the Drawings and bond at all laps and seams.
- 2. Install continuous cleat at location(s) as shown on the Drawings.
- 3. Coping section lengths shall be contained to 10' lengths or less. Secure each length at 2' centers through oversized slotted holes on the roof side of the section.
- 4. Maintain lines of constant elevation around entire perimeter.
- 5. Where existing structural expansion joint intersects sheet metal work provide "slip joint" in sheet metal work to accommodate movement of the structure.

C. Scuppers

- 1. Lock seams and end joints. Fit flashing tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles. Hem all exposed edges.
- 2. Solder seams at all vertical and horizontal surfaces.

- 3. Insert into joints to form tight fit. Secure in place with specified type fasteners.
- 4. Seal joints around scupper edge with continuous 5/8" bead of sealant, then tool.
- D. Sheet Metal Expansion Joint Cover Assembly
 - 1. Where existing structural expansion joint intersects sheet metal work provide "slip joint" in sheet metal work to accommodate movement of the structure.

--- END OF SECTION ---

SECTION 07900

SEALANTS

PART 1 -- GENERAL

1.01 CONDITIONS OF THE CONTRACT

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

1.02 WORK INCLUDED

A. This Section includes all labor, materials and equipment necessary to perform the following Work:

1. Clean and repair roof deck areas affected by anchorage installation.

1.03 RELATED SECTIONS

- A. Section 07201 Insulation.
- B. Section 07531 Elastomeric Sheet Roofing-Fully Adhered
- C. Section 07620 Sheet Metal Flashing and Trim

1.04 QUALITY ASSURANCE

A. The Manufacturer of the sealant system shall have a minimum of five (5) years experience in the manufacture of waterproof coatings and sealants.

1.05 SUBMITTALS

- A. Manufacturer's Literature: Submit two (2) complete sets of Manufacturer's literature and technical data for the sealant system.
- B. One e-mail copy of each submittal is required.

1.06 PRODUCT DELIVERY, HANDLING AND STORAGE

- A. Delivery and Storage of Materials
 - 1. Deliver all materials in their original unopened containers with all markings intact.
 - 2. All materials must be stored in a dry place or otherwise protected from water or extreme humidity.
 - 3. Stack material on pallets at least 4" above the ground and cover with a breathable covering, such as canvas.
 - 4. Store sealants in the manner and temperature range recommended by the Manufacturer.

B. Handling Materials

- 1. Do not store or transport materials on the roof in a manner that may exceed the live load capacity of the deck system or the structure. The Engineer, during routine inspections, may make recommendations as to loading.
- 2. Do not transport materials over or store materials on a finished section without prior approval of Engineer.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall follow the sealant Manufacturer's recommendations with regard to surface preparation and to the various moisture and temperature limitations of the materials.
- B. Install the sealant material under conditions where rain is not anticipated within eight hours of application and substrate surface temperatures are above 40°F and below 110°F.

1.08 GUARANTEES, WARRANTIES, CERTIFICATES

A. The sealant Manufacturer and the Contractor shall warrant the performance of the coating system for a period of five (5) years starting from the date of acceptance by the Engineer. Such warranty shall include material as well as labor for application. Damage and/or failure due to acts of God and vandalism, may be excluded from such warranty.

PART 2 -- PRODUCTS

The Contractor is responsible for furnishing the following materials in the amount required for completion of the entire Project specified herein.

2.01 ACCEPTABLE MANUFACTURERS

- A. Components of the materials as specified herein shall be products of a single approved Manufacturer or shall be approved by the Manufacturer as compatible with components produced by him and that such components shall be permissible for use under the terms of the warranty.
- B. Provide products by Manufacturers specified herein which meet or exceed standards as set forth in this Section. No material specified or approved shall contain asbestos.

2.02 MATERIALS

A. Sealant: A hybrid multi-component chemically curing polyurethane joint sealant meeting the requirements of ASTM C920 Type M, Grade P, Class 25 Standards. Sealant material shall be polyurethane elastomer based, meeting or exceeding minimum physical properties as listed in Section 2.03, and capable of producing a seamless waterproof joint seal. Color shall be chosen to most closely match that of the adjacent concrete/masonry. **OR** non-staining and no-tack, soft type with high elongation properties and shall be so designated on the label by the Manufacturer such as "Sikaflex 1a" by SIKA Corp., "Sikaflex 2c NS/SL" by SIKA Corp., "Sonolastic NP1" by Sonneborn Building Products, or "Dimonic" by Tremco, Inc. Follow all Manufacturers' previously submitted

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recommendations for type required at joints. Use non-sag at all joints.

- B. Joint Cleaning Compound: As recommended by the sealant Manufacturer for the joint surfaces to be cleaned.
- C. Joint Primer/Sealer: As recommended by the sealant Manufacturer for the joint surface to be primed or sealed.
- D. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by the sealant Manufacturer to be applied to sealant-contact surfaces where bond to the substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape where applicable.
- E. Sealant Backer Rod: Compressible rod stock polyethylene foam, polyethylene jacketed and polyurethane foam or other flexible, permanent, durable non-absorptive material as recommended for the compatibility with sealant by the sealant Manufacturer; which will control the joint depth for sealant placement, break bond of sealant at bottom of joint, form optimum shape of sealant bead on back side, and provide a highly compressible backer to minimize the possibility of sealant extrusion when the joint is compressed. Backer rod shall be at least 1/2" larger than the width of the joint.
- F. Pitch Pan Sealant: Two-part, self-leveling, Type 1, LP liquid polysulfide polymer sealant such as "LP Polysulfide Base Sealant" by Morton Thiokol, Inc. or approved equal.
- G. Pitch Pan Grout: Non-shrink epoxy grout conforming to ASTM C827 such as "Five Star Epoxy Grout" by U. S. Grout Corporation or approved equal.

2.03 TYPICAL PERFORMANCE CHARACTERISTICS

A. T-S-00227E and 19-GP-24 test method:

Adhesion-In-Peel Mortar 6.3 kg (14 lbs)

Anodized aluminum 8.2 kg (18 lbs)

Granite 7.3 kg (16 lbs)

Minimum requirement 2.26 kg (5 lbs)

Durability Passed (on mortar, granite and anodized aluminum at

(Bond and Cohesion) $\pm 25\%$ movement)

Sagging None up to 50°C (122°F)

Hardness 25 (Shore A) after 7 days at 24°C (75°F), plus

21 days at 70°C (158°F)

Percent Solids 96% after 7 days at 24°C (75°F), plus 21 days at

70°C (158°F)

Pot Life Up to 7 hours at 24°C (75°F)

Tack-Free Time Less than 72 hours at 24°C (75°F)

Low Temperature Flexibility -54°C (-65°F)

Staining None

B. Other Test Methods

Hardness (ASTM D2240 Average 35 (Shore A) after 5 years

Extension and Compression and Cycle TRC-ST/450

1/2" X 1/2" (12 mm X 12 mm) at 24°C (75°F) will withstand 100 cycles of 40% extension and 25%

compression

Ultra-Violet Resistance

TRC-ST/448

No adverse effects after 5 weeks' exposure to 14-25

E-Viton of UV energy at 70°C (158°F)

Accelerated Aging No adhesive or cohesive failure, nor significant changes

ASTM E42, Method E at 8,000 hours

PART 3 -- EXECUTION

3.01 EXAMINATION

A. The Contractor shall have the sole responsibility for the accuracy of all measurements and for the estimate of material quantities required and necessary to satisfy the requirements of these Specifications.

3.02 SEQUENCING/SCHEDULING

- A. Remove only as much Work as can be restored to a weather tight condition each day or before showers commence.
- B. All Work shall be completed each day on the section being worked on.
- C. The Contractor shall not proceed with the Work until all unsatisfactory conditions detrimental to the proper and timely completion of the Work have been corrected.

3.03 SUBSTRATE PREPARATION

- A. Remove all debris from working surfaces. Remove all loose materials including spalling concrete and old epoxy patches.
- B. Thoroughly clean all surface areas involved to remove dirt, oils, grease, heavy laitance, for release agent, curing compound, and other contaminants, which would interfere with the application and performance of the sealant, in accordance with the Manufacturer's recommendations.
- C. Remove all foreign projections in the joint by grinding or other suitable methods.

3.04 SEALANT APPLICATION

- A. All material shall be applied in strict accordance with the Manufacturer's recommendations.
- B. All surfaces to receive the sealant system shall be air-dried a minimum of 24 hours immediately prior to performing Work.
- C. Where Manufacturer's specifications are more stringent or require more material than specified herein, follow the Manufacturer's specifications.

E. Joint Backing

- 1. Joint backing shall be used to control the depth of joint to the recommended dimension.
- 2. Select a size, to allow for 25% minimum compression of the backing when inserted into the joint.
- 3. Where depth of joint will not permit use of joint backing, a bond-breaker tape must be installed to prevent three-sided adhesion.

F. Sealant

- 1. Mix according to Manufacturer's detailed instructions.
- 2. Minimum mixing time: 6 minutes.
- 3. Apply with conventional sealant equipment, filling joint completely.

G. Tooling

- 1. Immediately after application, tooling shall be employed to insure firm, full contact with the inner faces of the joint.
- 2. Dry tooling is preferred. Tooling agents can be used.

H. Pitch Pans

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- 1. Fill pitch pans with non-shrink grout to a maximum depth of 3/4" below top of pan.
- 2. Install pourable, self-leveling sealant flush with top of pitch pan.

I. Cleaning

- 1. Remove immediately all excess sealant adjacent to the joint with "Xylol" or "Toluol" as work progresses.
- 2. Avoid staining of adjacent areas.
- 3. At the conclusion of the sealant Work, remove all tools, scaffolding, equipment, construction materials and construction debris from the site.

--- END OF SECTION ---

RFB No. 321022 07900-6 Sealants

SECTION 112400 FALL PROTECTION EQUIPMENT

PART 1 - GENERAL

1.1 GENERAL

Work of this Section shall conform to requirements of Drawings and general provisions of the Contract.

1.2 SCOPE

The work covered by this Section shall include all labor, material, equipment, permits, and other services necessary for the fabrication and installation of fall arrest equipment for worker safety, and related work, complete, in accordance with the Drawings and as specified herein.

1.3 RELATED WORK SPECIFIED IN OTHER SECTIONS

Metal Fabrications

Section 055000

1.4 REFERENCES

- A. American Society for Testing and Materials (ASTM)
- B. American National Standard Institute (ANSI)
 - 1. ANSI Z359.1-2007 Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components
 - 2. ANSI Z359.6-2009 Specifications and Design Requirements for Active Fall Protection Systems
 - 3. ANSI/ASME A120.1-2014 Safety Requirements for Powered Platforms and Traveling Ladders and Gantries for Building Maintenance
- C. Occupational Health And Safety Administration (OSHA)
 - 1. OSHA 29 CFR 1910, Subpart D Safety and Health Regulations for Walking and Working Surfaces.
 - 2. OSHA 29 CFR 1910.66 Powered Platforms for Building Maintenance

1.5 SYSTEM DESCRIPTION

- A. General: Provide structural fall arrest anchors permanently attached to roof structure as indicated on drawings.
- B. Performance Requirements: System and components tested for the resistance of the following loads:
 - 1. Fall Arrest: 1 User per anchorage point
 - 2. Test fall protection anchors to resist a 5,000 pound load applied in any direction at maximum anchor height.

1.6 SUBMITTALS

A. Shop Drawings: Show layout, profiles, and anchorage details.

1.7 QUALITY ASSURANCE

A. Testing: Perform quality control tests for each system per design requirements.

1.8 COORDINATION

- A. Contractor to coordinate installation of new structural items and structural reinforcement and anchorages to receive fall protection anchors.
- B. Contractor to coordinate placement of roofing system, insulation and flashing to ensure water-tight integrity to roof.

PART 2 - PRODUCTS

2.1 MANUFACTURED ASSEMBLIES

A. Weld-on type anchors or bolted on anchors per drawings.

2.2 FABRICATION

- A. Fabricate work true to dimension, square, plumb, level, and free from distortions or defects detrimental to appearance and performance.
- B. High performance paint all fabrications per drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine framing and substrate and verify conditions comply with structural requirements for proper system performance.
- B. Proceed with installation of roof anchors only after verifying conditions are satisfactory.

3.2 INSTALLATION

A. General: Installation of anchors to be performed by contractor according to drawings.

3.3 FIELD QUALITY CONTROL

A. Testing Agency to test in situ 100% of as-built fall arrest anchor assemblies using load cell test apparatus in accordance with OSHA guidelines, industry standards, manufacturer's written recommendations, and the following:

- 1. Submit a Tie Back Anchor Load Test Plan to Engineer for approval prior to the start of work. The plan shall clearly indicate the magnitude and direction of all loads to be imparted by testing apparatus to the fall arrest anchors and to other building components.
- 2. Provide equipment capable of applying and recording the specified load and measuring the amount of deflection at each tested assembly.
 - a) Fall arrest anchor assemblies shall be subject to a test load of 5,000 lbs applied at the maximum height of the assembly. Refer to Drawings for the test load orientation at each anchor; apply test in each load orientation indicated at each anchor.
 - b) For each test the maximum load is to be held for 5 minutes, removed, and reapplied.
 - c) Record the applied load and displacement at each anchor at full load and after load has been removed.
- Provide protection at roof surfaces and other elements to adequately distribute testing apparatus loads to avoid damage to existing building components.
- 4. Notify Owner and Engineer of testing schedule at least one week prior to start of first test.
- 5. Immediately notify Engineer of any permanent displacement or damage observed at tested anchor assemblies and/or adjacent building components.
- 6. Report test results to Owner and Engineer. Reporting shall include:
 - a) Testing procedures
 - b) Test results and observations
 - Calibration/calculations as required to adjust and interpret test results
 - d) Representative photographs of the test setup, testing in progress, and the tested components, before and after testing

3.4 ADJUSTMENT AND INSPECTION

- A. Ensure all anchors have been installed in accordance with fall protection manufacturer's engineering documentation and specifications.
- B. Provide plan drawings with any deviations in anchor locations as installed.

END OF SECTION

	STRUCTUR	AL SHEET IND	EX
SHEET NUMBER	SHEET NAME	CURRENT REVISION DATE	CURRENT REVISION DESCRIPTION
S001	STRUCTURAL GENERAL NOTES	12/14/21	FOR CONSTRUCTION
S201	ROOF ANCHOR OVERALL PLAN	12/14/21	FOR CONSTRUCTION
S202	NORTH WEST	12/14/21	FOR CONSTRUCTION
S203	CENTER WEST	12/14/21	FOR CONSTRUCTION
S204	SOUTH WEST	12/14/21	FOR CONSTRUCTION
S301	ANCHOR FRAMING DETAILS	12/14/21	FOR CONSTRUCTION
S302	ANCHOR FRAMING DETAILS	12/14/21	FOR CONSTRUCTION
S303	ANCHOR FRAMING DETAILS	12/14/21	FOR CONSTRUCTION
S400	3D FRONT	12/14/21	FOR CONSTRUCTION
S401	3D BACK	12/14/21	FOR CONSTRUCTION

GENERAL NOTES

- 1. THE CONTRACTOR IS RESPONSIBLE FOR JOB SITE SAFETY REQUIREMENTS.
- 2. THE BUILDING STRUCTURE IS DESIGNED TO FUNCTION AS A COMPLETE SYSTEM, AND HAS NOT BEEN ANALYZED OR DESIGNED FOR STABILITY DURING ERECTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DESIGN AND PROVIDE ADEQUATE TEMPORARY BRACING TO INSURE STABILITY DURING THE ERECTION PROCESS.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, AND IS RESPONSIBLE TO INSURE THAT CONSTRUCTION LOADS DO NOT EXCEED THE DESIGN CAPACITY OF THE FRAMING ELEMENTS WHEN THOSE LOADS ARE APPLIED.
- 4. DO NOT SCALE THE DRAWINGS.
- 5. THE CONTRACTOR IS REQUIRED TO COORDINATE THE STRUCTURAL DRAWINGS WITH THE ARCHITECTURAL, CIVIL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS, AND TO BRING ANY DISCREPANCIES, INTERFERENCES, DIMENSIONAL INCONSISTENCIES, OR CONCERNS ASSOCIATED WITH THIS COORDINATION TO THE ARCHITECT AND ENGINEER IMMEDIATELY.
- 6. THE USE OF THESE DRAWINGS AND SPECIFICATIONS SHALL BE RESTRICTED AND LIMITED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED. ALL REPRODUCTION OR DISTRIBUTION IS EXPRESSLY LIMITED TO SUCH USE. ANY OTHER REPRODUCTION OR REUSE, IN WHOLE OR IN PART, FOR ANY OTHER PURPOSE IS PROHIBITED.
- 7. DETAILS, SECTION CUTS AND NOTES INDICATED ON THESE DRAWINGS APPLY TO ALL SIMILAR CONDITIONS, WHETHER REPEATED OR NOT THROUGHOUT THE DRAWINGS.

DESIGN LOADS

APPLICABLE DESIGN CODE AND REFERENCES

THE CODES AND STANDARDS LISTED HAVE BEEN USED FOR THE DESIGN OF THIS PROJECT. ALL CONSTRUCTION, FABRICATION, AND MATERIALS SHALL CONFORM TO THESE CODES AND STANDARDS.

2015 INTERNATIONAL BUILDING CODE ASCE 7-10 MINIMUM DESIGN LOADS FOR BUILDINGS ACI 318-14 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE AISC 360-10 SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS

BUILDING RISK CATEGORY:

III (SEE ASCE 7-10 TABLE 1.5-1)

BUILDING DESIGN LOADS AND DATA

DEAD LOADS ROOF 25 PSF (PER DURANT S0.10 12/6/02)

ROOF LIVE LOADS TRIBUTARY, AREA < 200 SF 20 PSF

12 PSF TRIBUTARY. AREA > 600 SF

ROOF LIVE LOADS FOR A MEMBER WITH TRIBUTARY BETWEEN 200 SF AND 600 SF MAY

BE DETERMINED USING LINEAR INTERPOLATION.

SCAFFOLD STAGING LOADS AT CURVED WINDOW WALL HOIST CABLE LOAD 1000 LBS W/ 4:1 SAFETY FACTOR TOTAL DESIGN LOAD 4000 LBS (ULTIMATE) SCAFFOLD BRAKE CABLE 5000 LBS (ULTIMATE)

TOTAL VERTICAL LOAD ON SUPPORT FRAME 9000 LBS (ULTIMATE)

ROOF ANCHORS TYPICAL FIELD 10,000 LBS ULTIMATE EACH ANCHOR POINT ANCHORS AT TOP OF NORTH STAIR 5,000 LBS ULTIMATE EACH ANCHOR POINT ALONG HSS BEAM AT PRECAST WALL 10,000 LBS ULTIMATE AT ALTERNATE ANCHOR POINTS 5,000 LBS ULTIMATE FOR ADJACENT ANCHOR POINTS

SNOW GROUND SNOW (Pg) 30 PSF SNOW IMPORTANCE FACTOR, (I) EXPOSURE FACTOR (Ce) 1.0 THERMAL FACTOR (Ct)

FLAT ROOF SNOW (Pf) ALLOWABLE DEFLECTION CRITERIA

L/240 LIVE; L/180 TOTAL

23.1 PSF (SEE DRIFT DIAGRAM FOR DRIFT LOADS)

STRUCTURAL STEEL NOTES

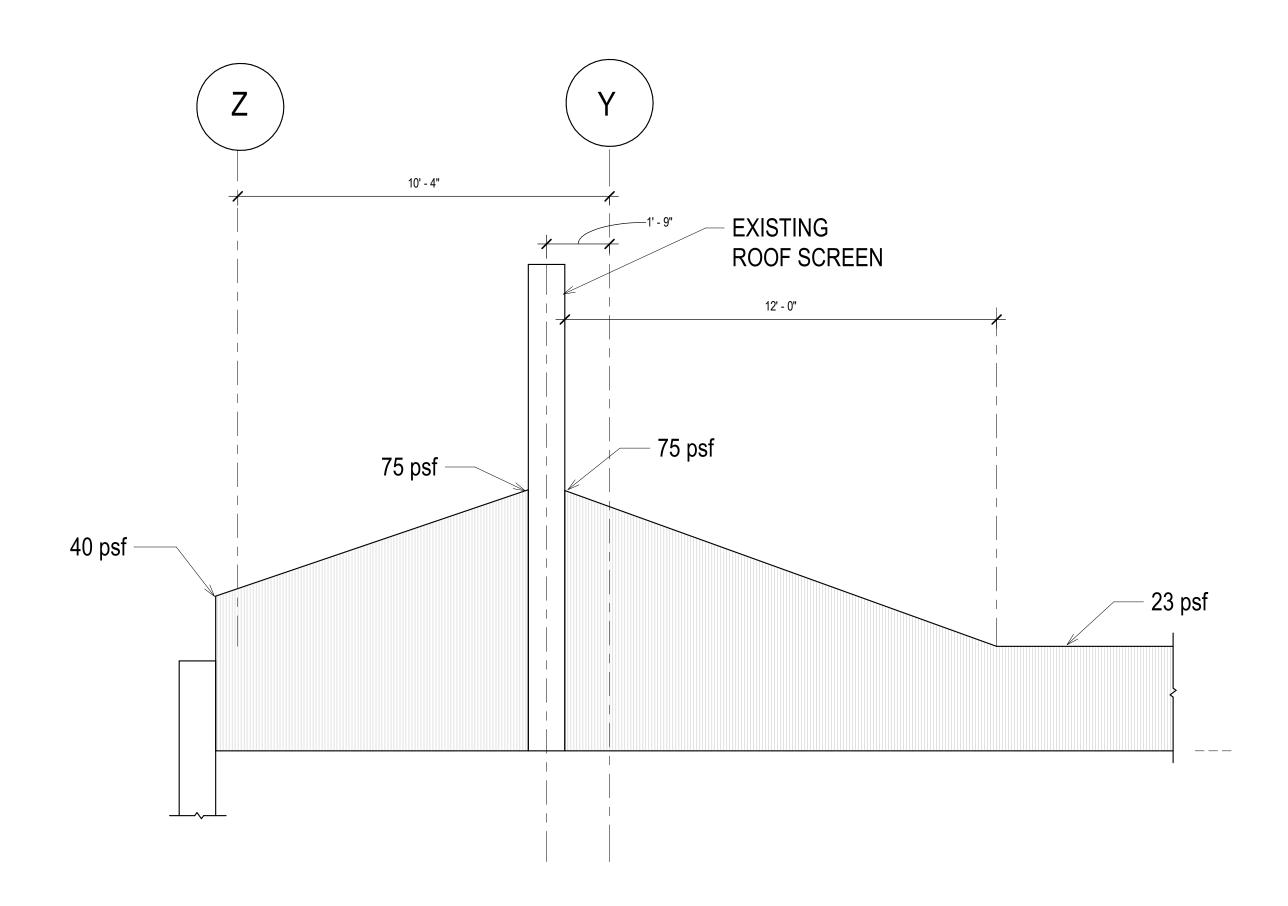
- 1. SEE SPECIFICATION DIVISION 05 SECTION OR REQUIREMENTS IN ADDITION TO THOSE LISTED BELOW.
- 2. PROVIDE NEW MATERIAL CONFORMING TO THE FOLLOWING REQUIREMENTS FOR ALL STRUCTURAL STEEL:

WIDE FLANGE AND WT SHAPES (ASTM A992) Fy = 50 ksi; Fu = 65 ksi M, S, HP, C, MC, AND L SHAPES (ASTM A36) Fy = 36 ksi; Fu = 58 ksi RECTANGULAR HSS SHAPES (ASTM A500-B) Fy = 46 ksi; Fu = 58 ksi ROUND HSS SHAPES (ASTM A500-B) Fy = 42 ksi; Fu = 58 ksi PLATES AND BARS (ASTM A572-50) Fy = 50 ksi; Fu = 65 ksi

- 3. DETAIL, FABRICATE AND ERECT STRUCTURAL STEEL IN CONFORMANCE WITH THE AISC SPECIFICATIONS AND CODES INDICATED.
- 4. PERFORM ALL WELDING USING CERTIFIED WELDERS AND IN ACCORDANCE WITH THE AWS "STRUCTURAL WELDING CODE – STEEL". E70XX ELECTRODE
- 5. SUBMIT SHOP DRAWINGS TO THE ARCHITECT/ENGINEER FOR REVIEW. SHOW SHOP FABRICATION DETAILS, FIELD ASSEMBLY DETAILS, AND ERECTION DIAGRAMS FOR ALL STRUCTURAL STEEL. SCHEDULE SUBMISSIONS TO ALLOW ADEQUATE TIME FOR REVIEW PRIOR TO FABRICATION.
- 6. DO NOT FIELD CUT ANY STRUCTURAL STEEL UNLESS REVIEWED AND APPROVED IN WRITING BY THE EOR. CLEARLY INDICATE ALL STEEL MEMBER OPENINGS REQUIRED ON THE SHOP DRAWINGS. ALL COSTS FOR PROVIDING PENETRATIONS IN THE FIELD, INCLUDING MEMBER REINFORCING, IS THE RESPONSIBILITY OF
- 7. ERECTION PROCEDURES, SEQUENCES AND COORDINATION OF WORK WITH OTHER TRADES IS THE RESPONSIBILITY OF THE CONTRACTOR. PROVIDE ANY ADDITIONAL STEEL REQUIRED FOR ERECTION PURPOSES AT NO COST TO THE OWNER. REMOVE THIS ADDITIONAL STEEL UNLESS DIRECTED OTHERWISE BY THE OWNER IN WRITING.
- 8. ALL EXTERIOR STEEL TO BE COATED WITH HIGH PERFORMANCE PAINT AS INDICATED.
- 9. FIREPROOFING: ANY DISTURBANCE OF EXISTING FIREPROOFING TO BE RESTORED BY CONTRACTOR TO ORIGINAL THICKNESS AND CAPACITY. OBTAIN APPROVAL BY OWNER OF PROPOSED FIREPROOFING REPAIR MATERIALS PRIOR TO INSTALLATION.
- 10. ROOFING: ALL PATCHING IS THE RESPONSIBILITY OF THE CONTRACTOR.

ABBREVIATIONS

ACI AM ADJ	MERICAN CONCRETE INSTITUTE ADJACENT	INV JT	INVERT JOINT
ADDL AESS	ADDITIONAL ARCHITECTURAL EXPOSED STRUCTURAL STEEL	K KSF	KIPS KIPS PER SQUARE FOOT
	MERICAN FOREST & PAPER ASSOCIATION	KSI	KIPS PER SQUARE INCH
AISC ALT	AMERICAN INSTITUTE OF STEEL CONSTRUCTION ALTERNATE	L LB(S)	ANGLE POUND(S)
	ALUMINUM	LL	LIVE LOAD
APA APPROX	AMERICAN PLYWOOD ASSOCIATION APPROXIMATE	LLBB LLH	LONG LEG BACK TO BACK LONG LEG HORIZONTAL
AR	ANCHOR ROD	LLV	LONG LEG VERTICAL
ARCH ASCE	ARCHITECT(URAL) AMERICAN SOCIETY OF CIVIL ENGINEERS	LP LW	LOW POINT LONG WAY
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS	LTWT	LIGHT WEIGHT
AWS	AMERICAN WELDING SOCIETY	MAX	MAXIMUM
B/ BFR	BOTTOM OF BLENDED FIBER REINFORCING	MO MS	MASONRY OPENING MIDDLE STRIP
BLDG	BUILDING	MATL	MATERIAL
BLKG BOT	BLOCK (ING) BOTTOM	MAX MECH	MAXIMUM MECHANICAL
B PL	BASE PLATE	MEP	MECHANICAL ELECTRICAL & PLUMBING
BM BRG	BEAM BEARING	MIN MISC	MINIMUM MISCELLANEOUS
BSMT	BASEMENT	MFR	MANUFACTURER
BTWN	BETWEEN	NIC NTS	NOT IN CONTRACT
CFS CG	COLD FORMED STEEL CENTER OF GRAVITY	NOM	NOT TO SCALE NOMINAL
CL	CENTERLINE	NO	NUMBER
CIP CA CJ	AST-IN-PLACE CONTROL OR CONSTRUCTION JOINT	NS OC	NEAR SIDE ON CENTER
CJP	COMPLETE JOINT PENETRATION	OPNG	OPENING
CLR CMU	CLEAR CONCRETE MASONRY UNIT	OD OF	OUTSIDE DIAMETER OUTSIDE FACE
CO	CLEAN OUT	OPP	OPPOSITE
COL	COLUMN	PL	PLATE
CONC CONN	CONCRETE CONNECT (ION)	PC PCA	PRECAST CONCRETE PORTLAND CEMENT ASSOCIATION
CONT	CONTINUOUS OR CONTINUE	PCAP	PILE CAP
	CONSTRUCTION JOINT CONCRETE REINFORCING STEEL INSTITUTE	PCF PSI	POUNDS PER CUBIC FOOT POUNDS PER SQUARE INCH
CRSI	COLUMN STRIP	PSF	POUNDS PER SQUARE INCH POUNDS PER SQUARE FOOT
CU YD	CUBIC YARD	PCC	PRECAST CONCRETE
DBA DET	DOWEL BAR ANCHOR DETAIL	PEN PERIM	PENETRATION PERIMETER
DIA DIA	AMETER	PJP	PARTIAL JOINT PENETRATION
DIAG DIM	DIAGONAL DIMENSION	PL PSF	PLATE POUNDS PER SQUARE FOOT
DIM	DEAD LOAD	PSI	POUNDS PER SQUARE INCH
DWG	DRAWING	P/T PT	POST TENSIONED
EA EE	EACH EACH END	PVC	PRESSURE TREATED POLYVINYL CHLORIDE
EF	EACH FACE	QTY	QUANTITY
EL ELEV	ELEVATION ELEVATOR	R REF	RADIUS REFERENCE
ELEC	ELECTRICAL	REINF	REINFORCE (D) (ING)
ES EW	EACH SIDE EACH WAY	REQD REV	REQUIRED REVISION
EQ	EQUAL	RD	ROOF DRAIN
EOD	EDGE OF DECK	RO SCHED	ROUGH OPENING
EOS EXIST	EDGED OF SLAB EXISTING	SLIP C	SCHEDULE SLIP CRITICAL
EXT	EXTERIOR	SECT	SECTION
EXP EJ	EXPANSION EXPANSION JOINT	SER SIM	STRUCTURAL ENGINEER OF RECORD SIMILAR
FD	FLOOR DRAIN	SJ	SEISMIC JOINT
FIN FIN FLR	NISH FLOOR	SQ SPEC	SQUARE SPECIFICATIONS
FLR FND	FOUNDATION	SOG	SLAB-ON-GRADE
FP	FULL PENETRATION	SS	STAINLESS STEEL
FS FT	FAR SIDE FOOT/FEET	SSL STD	SHORT SLOT STANDARD
FTG	FOOTING	STIFF	STIFFENER
GA GALV	GAGE GALVANIZED	STL	STEEL STRUCTURAL
GC	GENERAL CONTRACTOR	SW	SHORT WAY
GB	GRADE BEAM	SYM	SYMMETRICAL TOP AND POTTOM
HCA HLDN	HEADED CONCRETE ANCHOR HOLDOWN	T&B T&G	TOP AND BOTTOM TONGUE AND GROOVE
HORIZ	HORIZONTAL	T/	TOP OF
HP HS	HIGH POINT HIGH STRENGTH	THK TRANS	THICK (NESS) TRANSVERSE
HSS	HOLLOW STRUCTURAL SECTION	TYP	TYPICAL
HT HWS	HEIGHT	UNO VIF	UNLESS NOTED OTHERWISE VERIFY IN FIELD
HWS IBC IN ⁻	HEADED WELD STUDS TERNATIONAL BUILDING CODE	VIF VERT	VERIFY IN FIELD VERTICAL
ICC	INTERNATIONAL CODE COUNCIL	WP	WORK POINT
		MII	WITH
ID	INSIDE DIAMETER	W/ W/O	
ID IF IN	INSIDE DIAMETER INSIDE FACE INCH	W/O WD	WITHOUT WOOD
ID IF	INSIDE DIAMETER INSIDE FACE	W/O	WITHOUT



2 SNOW DRIFT AT SCREEN WALL



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CERTIFICATION AND SEAL



Ο.	ISSUANCE	DATE
	FOR CONSTRUCTION	12/14/21

PROJECT NAME: Dane County Courthouse **ROOF ANCHOR**

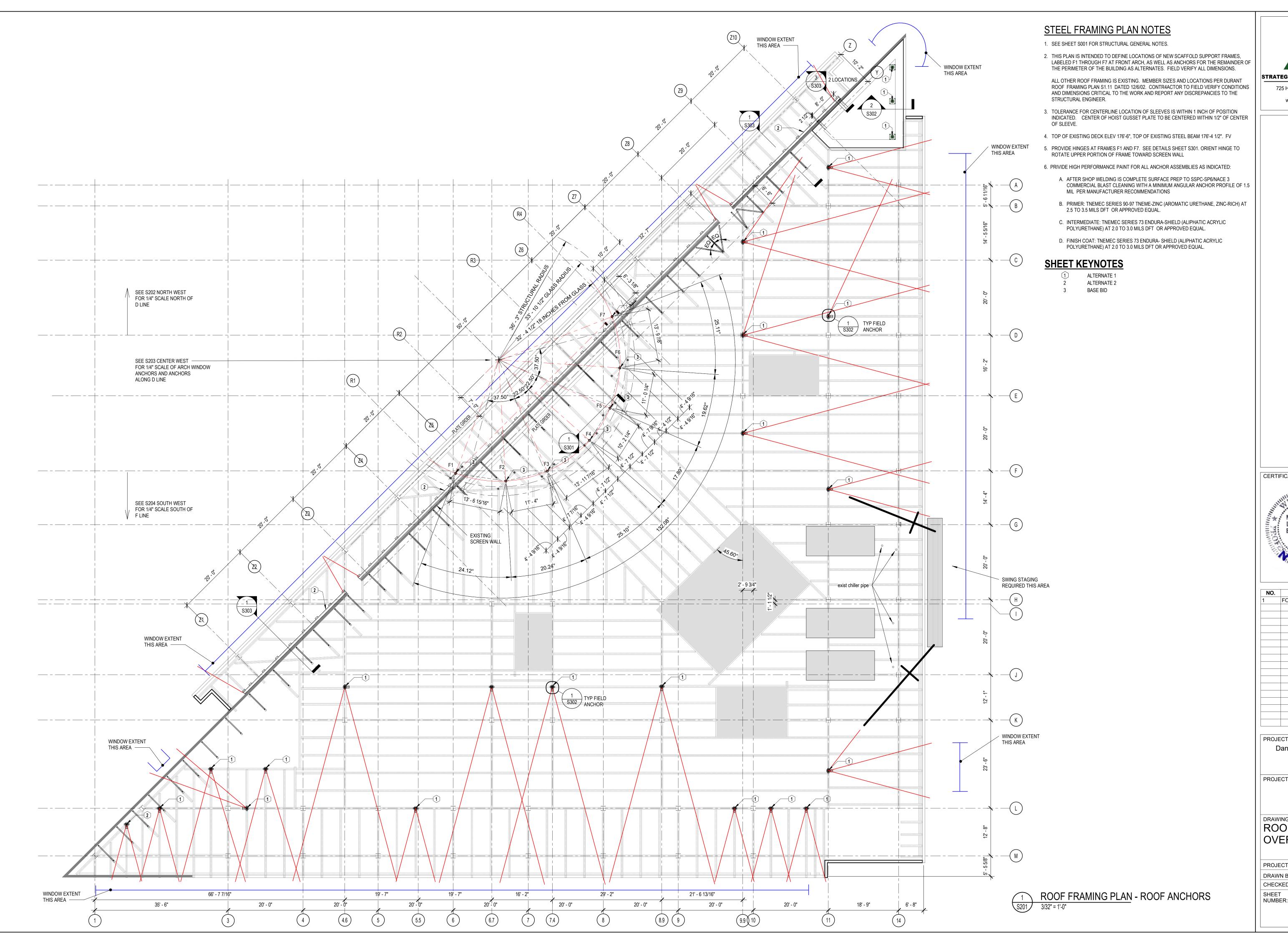
PROJECT LOCATION:

Madison WI

DRAWING TITLE: STRUCTURAL GENERAL NOTES

PROJECT NUMBER:	210113
DRAWN BY:	MRL
CHECKED BY:	MRL

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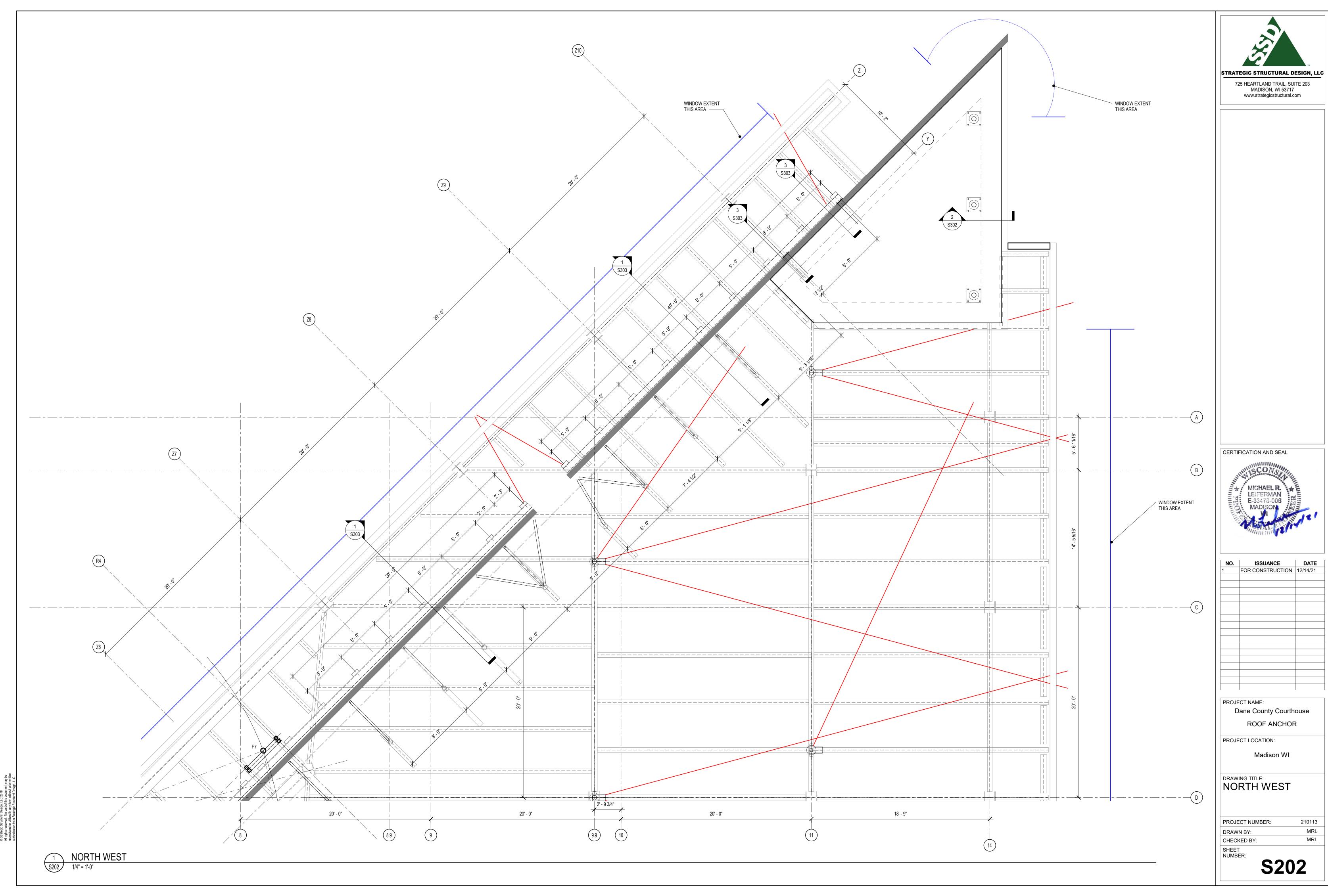
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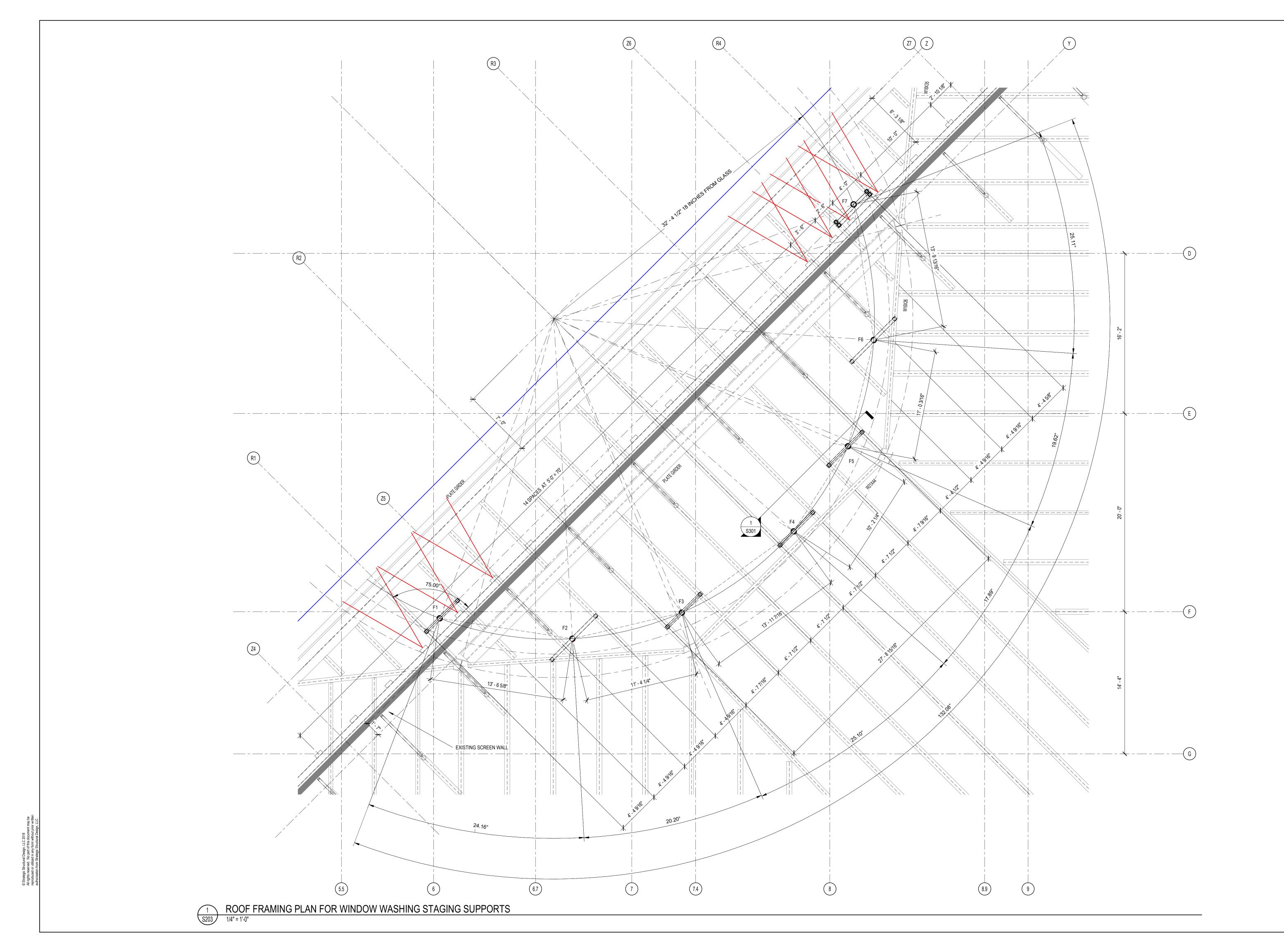
PROJECT LOCATION:

Madison WI

DRAWING TITLE: ROOF ANCHOR OVERALL PLAN

210113 MRL DRAWN BY: CHECKED BY:







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ROOF ANCHOR

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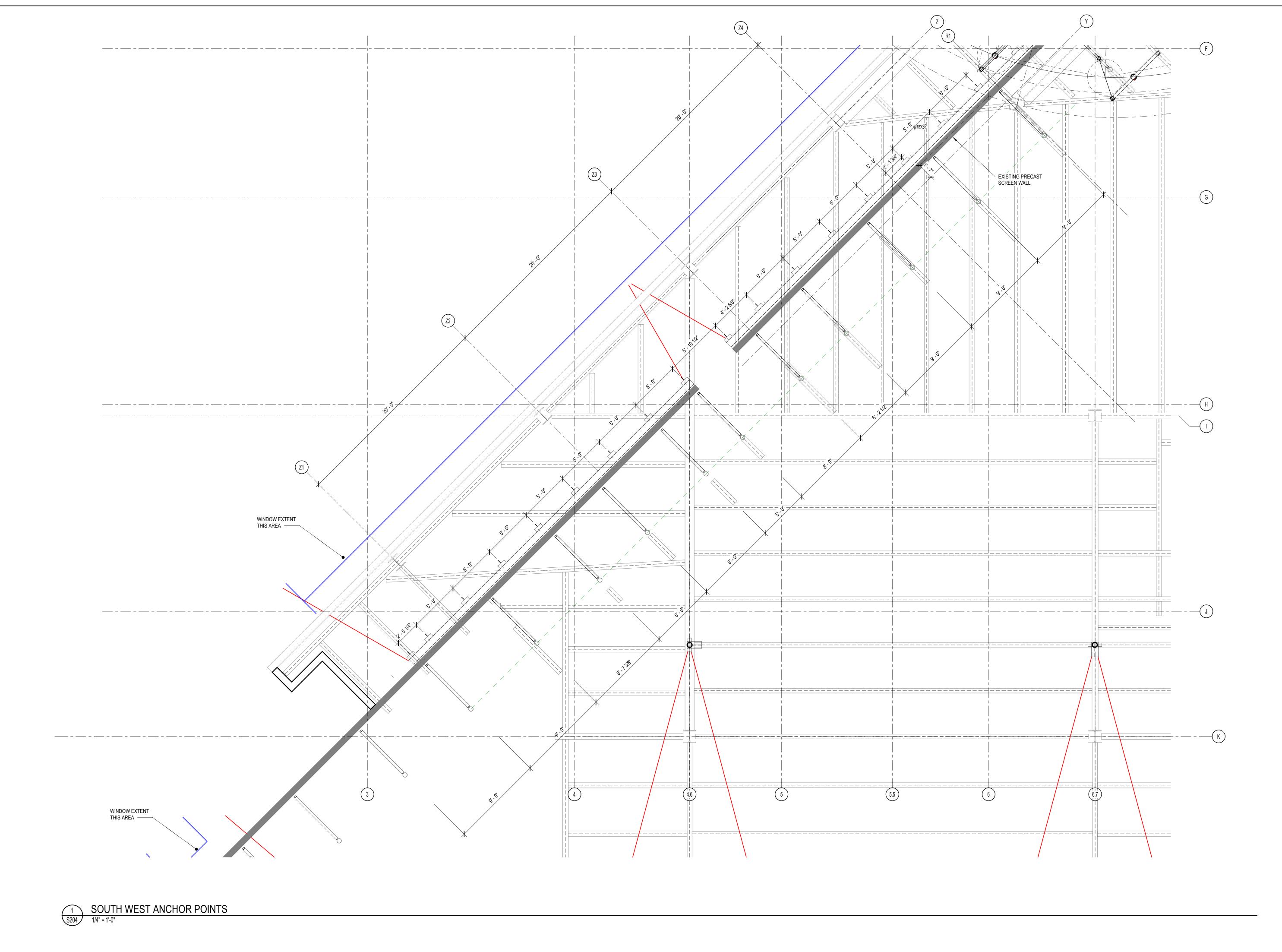
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CENTER WEST

PROJECT NUMBER: 210113

DRAWN BY: MRL

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SHEET NUMBER:





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PROJECT NAME:

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ROOF ANCHOR

PROJECT LOCATION:

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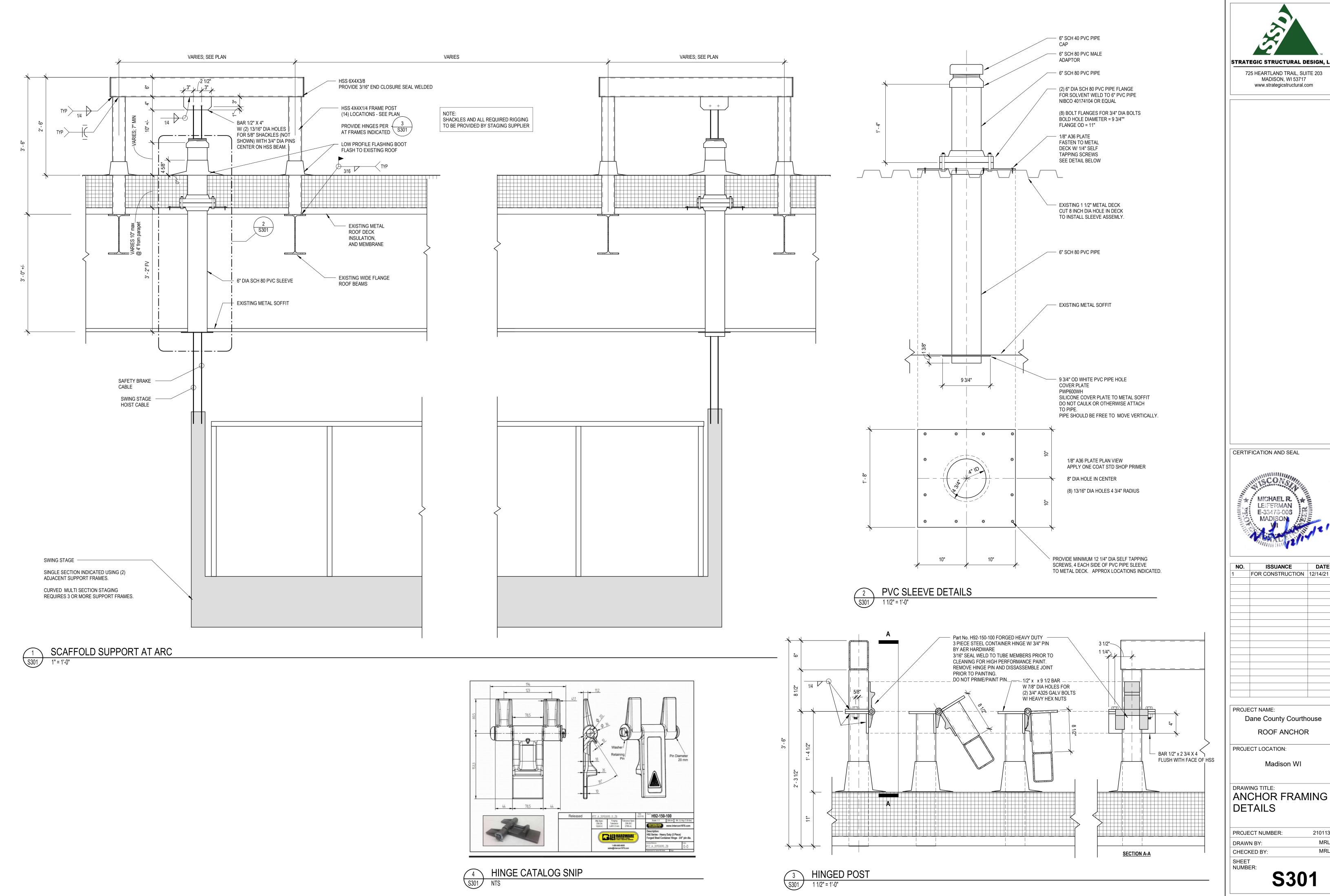
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SOUTH WEST

PROJECT NUMBER: 210113

DRAWN BY: MRL

CHECKED BY: Checker

SHEET

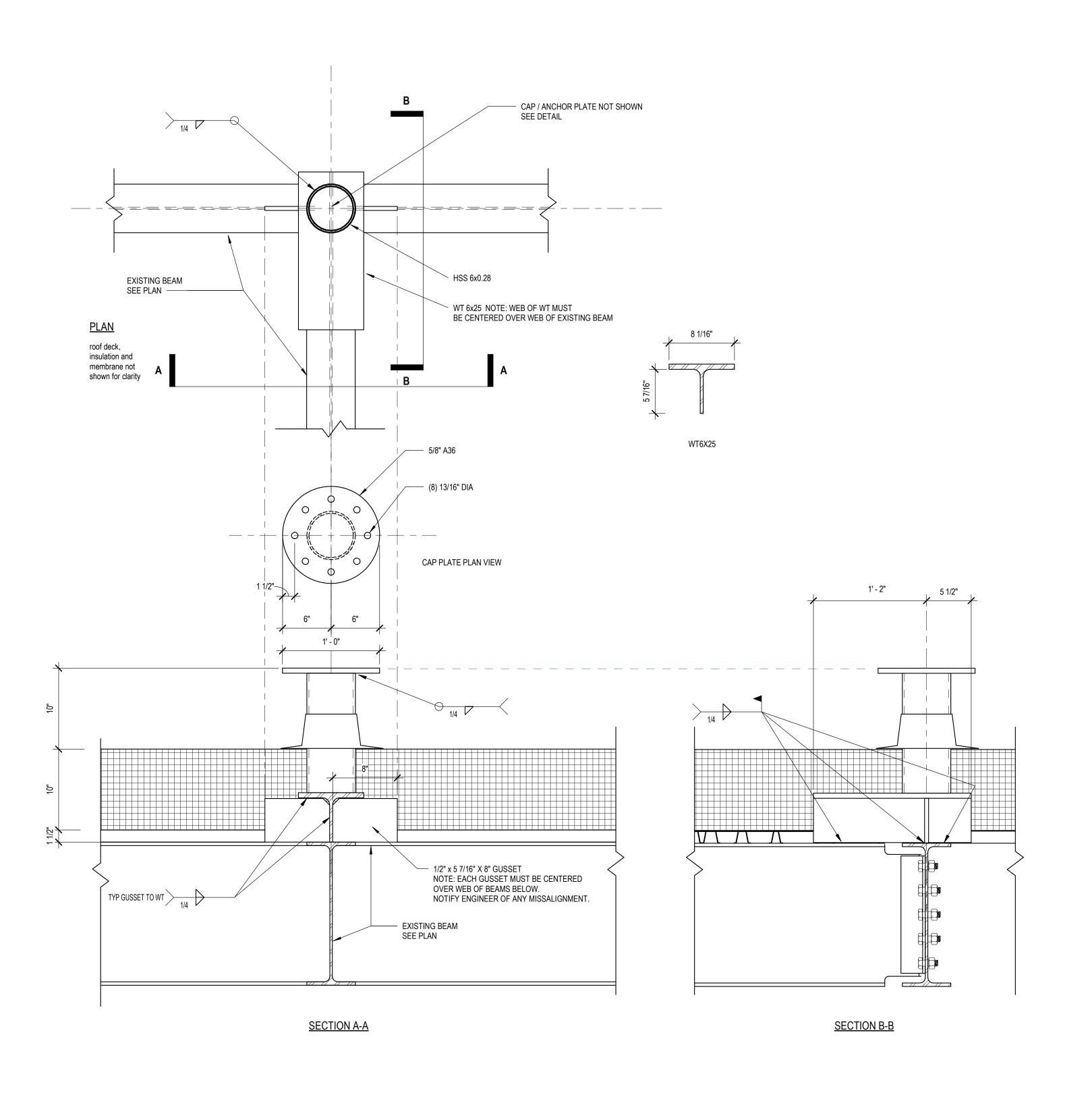


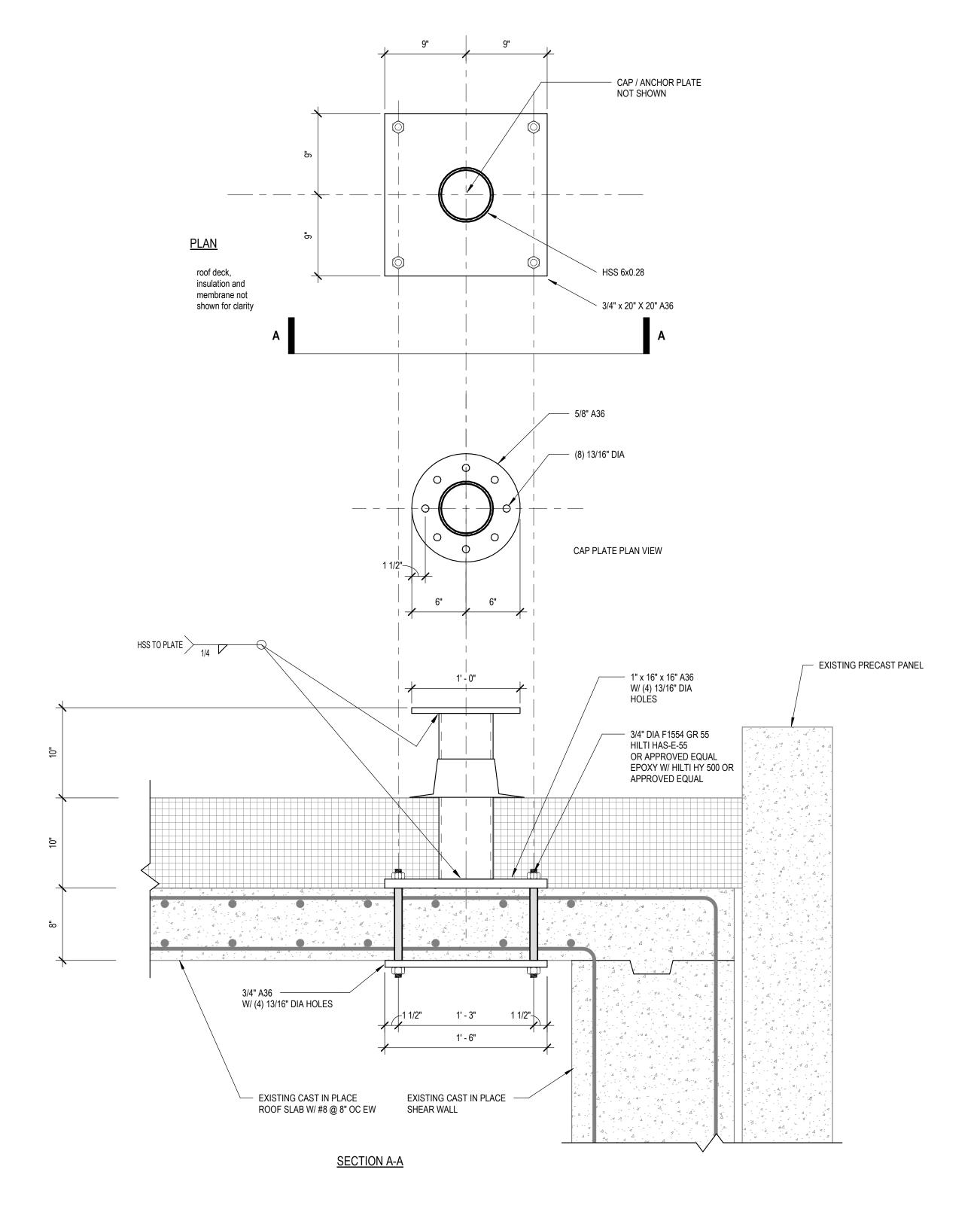
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TYPICAL FIELD ANCHOR

2 NORTH STAIR ANCHOR 1 1/2" = 1'-0" STRATEGIC STRUCTURAL DESIGN, LLC

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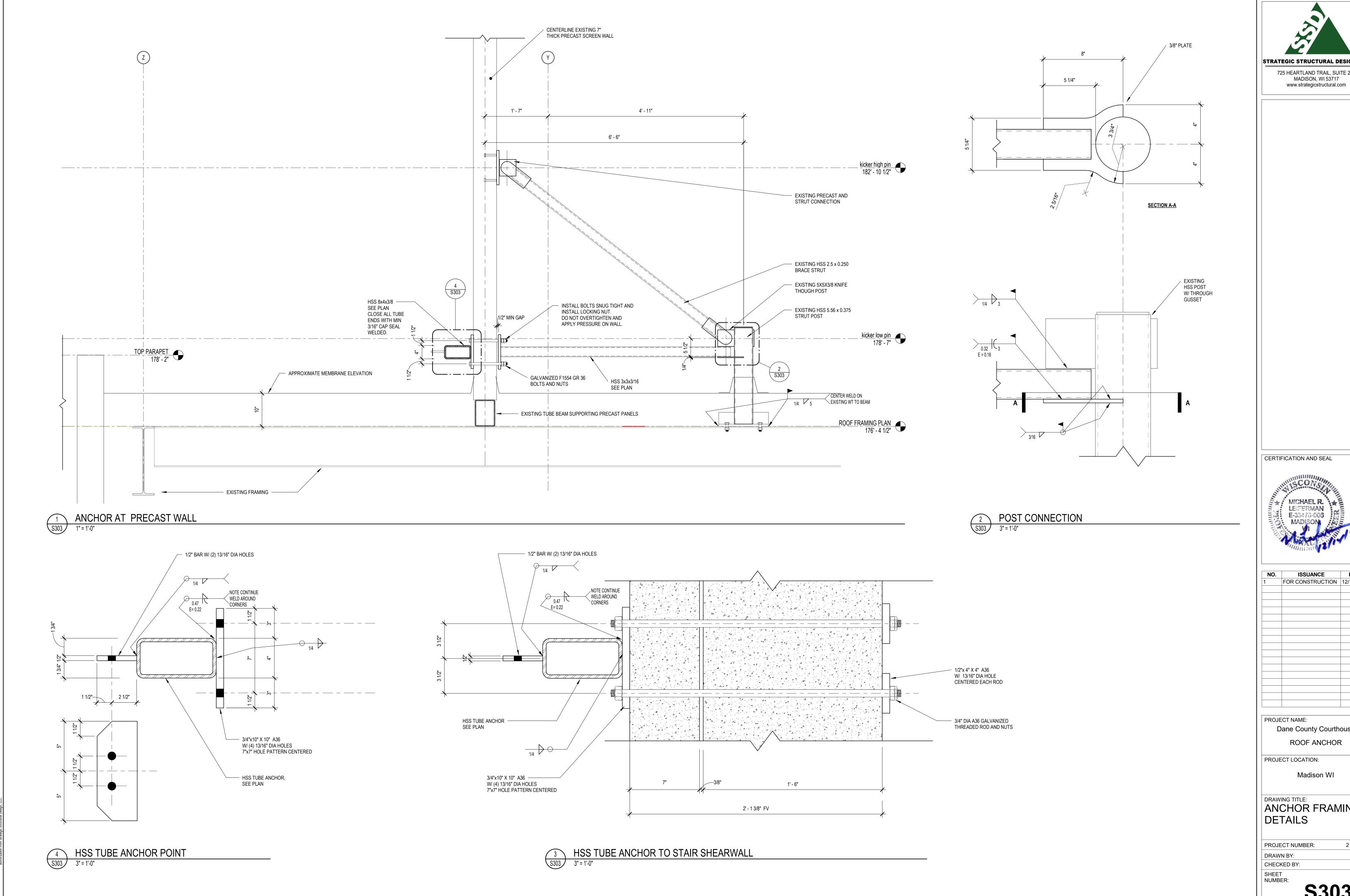
DRAWING TITLE:
ANCHOR FRAMING
DETAILS

PROJECT NUMBER: 210113

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CHECKED BY: MRL

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ANCHOR FRAMING DETAILS

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