

Contract Routing Form

ROUTING: Routine

printed on: 05/09/2016

Contract between: Joe Daniels Construction Co., Inc.  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: Monona Terrace Exterior Signage Improvements

Contract No.: 7702  
Enactment No.: RES-16-00342  
Dollar Amount: 40,595.00

File No.: 42472  
Enactment Date: 05/05/2016

*Contract Approved & posted in Mum's KSW*

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-10-2016	5-10-2016
Director of Civil Rights	5-11-2016	5/17/2016
Risk Manager	5.17.16	5/17/16 RDV
Finance Director	5.17.16 KSW	5/20/16
City Attorney	#626 5/20/16	5-23-16
Mayor	5-25-16	5-25-16

Please return signed Contracts to the City Clerk's Office  
Room 103, City-County Building for filing.

Original + 2 Copies

05/09/2016 09:54:29 enjls - Jim Whitney, 266-4563

Dis Rights: OK ~~KWA~~ / Problem - Hold  
Prev Wage: ~~AA~~ / Agency / No  
Contract Value: 40,595  
AA Plan: Excluded Approved  
Amendment / Addendum #  
Type: POS / Dvlp / Sbdv / Gov't /  
Grant / PW / Goal / Loan / Agrmt

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File #:	42472	Version: 1	Name:	Awarding Public Works Contract No. 7702, Monona Terrace Exterior Signage Improvements.
Type:	Resolution		Status:	Passed
File created:	4/11/2016		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	5/3/2016		Final action:	5/3/2016
Enactment date:	5/5/2016		Enactment #:	RES-16-00342
Title:	Awarding Public Works Contract No. 7702, Monona Terrace Exterior Signage Improvements.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 7702.pdf</u>			

History (3)    Text

**Fiscal Note**

The proposed resolution awards a contract of \$43,840 Monona Terrace's exterior signage improvements project. The 2016 Capital Budget includes \$120,000 for the minor project funding this contract. This project is funded through a transfer from the room tax fund. The attachment includes the MUNIS project number and corresponding contract amount.

**Title**

Awarding Public Works Contract No. 7702, Monona Terrace Exterior Signage Improvements.

**Body**

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 7702) for itemization of bids.

*Jim Whitney*

*KUS  
SDR*



PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 7702  
MONONA TERRACE EXTERIOR SIGNAGE IMPROVEMENTS

JOE DANIELS CONSTRUCTION CO., INC.

\$40,595.00

Acct. No. 10011-80-140: 53310  
Contingency 8%±

\$40,595.00  
3,245.00

GRAND TOTAL

\$43,840.00



**Wisconsin Office of the Commissioner of Insurance**  
**Active Company Appointment List for Licensee**

*Page 2*

Agent Information

Licensee Name: PATRICK A MCKENNA  
 License Number: 0000650765  
 NPN: 650765  
 Report Date: 04/28/2016

**Active Appointments**

Company Name	Company Number	NAIC Number	License type	LOA	Appointment Date
ACE American Insurance Company	110687	22667	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/23/1999
ACE American Insurance Company	110687	22667	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/23/1999
ACE Property and Casualty Insurance Company	111657	20699	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/23/1999
ACE Property and Casualty Insurance Company	111657	20699	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/23/1999
ACUITY, A Mutual Insurance Company	110729	14184	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/14/2007
ACUITY, A Mutual Insurance Company	110729	14184	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/14/2007
American Economy Insurance Company	110417	19690	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/10/1998
American Economy Insurance Company	110417	19690	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/10/1998
American Guarantee and Liability Insurance Company	110543	26247	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/08/1999
American Guarantee and Liability Insurance Company	110543	26247	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/08/1999
American Zurich Insurance Company	111881	40142	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/08/1999
American Zurich Insurance Company	111881	40142	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/08/1999
BITCO General Insurance Corporation	111760	20095	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/30/2005
BITCO General Insurance Corporation	111760	20095	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/30/2005
BITCO National Insurance Company	110855	20109	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/30/2005
BITCO National Insurance Company	110855	20109	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/30/2005
Bankers Standard Insurance Company	111749	18279	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/23/1999
Bankers Standard Insurance Company	111749	18279	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/23/1999
Charter Oak Fire Insurance Company, The	111007	25615	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Charter Oak Fire Insurance Company, The	111007	25615		Property	09/26/2007

			INTERMEDIARY (AGENT) INDIVIDUAL		
Chubb Indemnity Insurance Company	110968	12777	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/12/2008
Chubb Indemnity Insurance Company	110968	12777	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/12/2008
Chubb National Insurance Company	110937	10052	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/12/2008
Chubb National Insurance Company	110937	10052	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/12/2008
Cincinnati Casualty Company, The	111993	28665	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/17/2007
Cincinnati Casualty Company, The	111993	28665	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/17/2007
Cincinnati Indemnity Company, The	112006	23280	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/17/2007
Cincinnati Indemnity Company, The	112006	23280	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/17/2007
Cincinnati Insurance Company, The	112170	10677	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/17/2007
Cincinnati Insurance Company, The	112170	10677	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/17/2007
Executive Risk Indemnity Inc.	110868	35181	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/12/2008
Executive Risk Indemnity Inc.	110868	35181	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/12/2008
Federal Insurance Company	110713	20281	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/12/2008
Federal Insurance Company	110713	20281	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/12/2008
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	07/23/1996
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Property	07/23/1996
General Casualty Company of Wisconsin	110720	24414	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/16/2007
General Casualty Company of Wisconsin	110720	24414	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/16/2007
Great Northern Insurance Company	112061	20303	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/12/2008
Great Northern Insurance Company	112061	20303	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/12/2008
HDI Global Insurance Company	110876	41343	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/08/2005
HDI Global Insurance Company	110876	41343	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/08/2005
Indemnity Insurance Company of North America	111949	43575	INTERMEDIARY (AGENT) INDIVIDUAL	Property	03/06/2016
Indemnity Insurance Company of North America	111949	43575	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	03/06/2016
Insurance Company of North America	111211	22713	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/23/1999
Insurance Company of North America	111211	22713	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/23/1999
Merchants Bonding Company (Mutual)	111779	14494	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/20/2007
Merchants National Bonding, Inc.	110323	11595	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/06/2013
Middlesex Insurance Company	111162	23434	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/23/2015
Middlesex Insurance Company	111162	23434	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/23/2015
Midwest Family Mutual Insurance Company	112145	23574	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	03/11/2014
Midwest Family Mutual Insurance Company	112145	23574	INTERMEDIARY (AGENT) INDIVIDUAL	Property	03/11/2014
North American Specialty Insurance Company	111693	29874	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/18/2000
North American Specialty Insurance Company	111693	29874	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/18/2000
Old Republic Insurance Company	111620	24147	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/07/2007
Old Republic Surety Company	112142	40444		Casualty	08/07/2007

			INTERMEDIARY (AGENT) INDIVIDUAL		
Pacific Employers Insurance Company	111870	22748	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/23/1999
Pacific Employers Insurance Company	111870	22748	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/23/1999
Pacific Indemnity Company	111871	20346	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/12/2008
Pacific Indemnity Company	111871	20346	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/12/2008
Phoenix Insurance Company, The	111008	25623	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Phoenix Insurance Company, The	111008	25623	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/26/2007
Pioneer Specialty Insurance Company	110693	40312	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/01/2013
Pioneer Specialty Insurance Company	110693	40312	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/01/2013
Regent Insurance Company	112028	24449	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/16/2007
Regent Insurance Company	112028	24449	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/16/2007
SOCIETY INSURANCE, a mutual company	110541	15261	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/15/2010
SOCIETY INSURANCE, a mutual company	110541	15261	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/15/2010
Sentry Insurance a Mutual Company	110205	24988	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/13/2015
Sentry Insurance a Mutual Company	110205	24988	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/13/2015
Travelers Casualty Insurance Company of America	110844	19046	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Travelers Casualty Insurance Company of America	110844	19046	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/26/2007
Travelers Casualty and Surety Company	111794	19038	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Travelers Casualty and Surety Company	111794	19038	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/26/2007
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/04/2008
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/04/2008
Travelers Indemnity Company of America, The	110975	25666	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/26/2007
Travelers Indemnity Company of America, The	110975	25666	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Travelers Indemnity Company of Connecticut, The	111010	25682	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/26/2007
Travelers Indemnity Company of Connecticut, The	111010	25682	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Travelers Indemnity Company, The	110911	25658	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Travelers Indemnity Company, The	110911	25658	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/26/2007
Travelers Property Casualty Company of America	111459	25674	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Travelers Property Casualty Company of America	111459	25674	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/26/2007
United Fire & Casualty Company	111525	13021	INTERMEDIARY (AGENT) INDIVIDUAL	Property	07/26/1996
United Fire & Casualty Company	111525	13021	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	07/26/1996
United Wisconsin Insurance Company	111215	29157	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	03/14/2003
Vigilant Insurance Company	111800	20397	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/12/2008
Vigilant Insurance Company	111800	20397	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/12/2008
Washington International Insurance Company	111508	32778	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/07/2001
Washington International Insurance Company	111508	32778	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/07/2001
West Bend Mutual Insurance Company	110833	15350		Property	03/13/2008

			INTERMEDIARY (AGENT) INDIVIDUAL		
West Bend Mutual Insurance Company	110833	15350	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	03/13/2008
Western National Mutual Insurance Company	112147	15377	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/01/2013
Western National Mutual Insurance Company	112147	15377	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/01/2013
Western Surety Company	111843	13188	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	07/21/2003
Zurich American Insurance Company	111487	16535	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/08/1999
Zurich American Insurance Company	111487	16535	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/08/1999
Zurich American Insurance Company of Illinois	111506	27855	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/08/1999
Zurich American Insurance Company of Illinois	111506	27855	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/08/1999





\$40,595.00  
FILE

BID OF JOE DANIELS CONSTRUCTION CO., INC.

2016

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MONONA TERRACE EXTERIOR SIGNAGE IMPROVEMENTS

CONTRACT NO. 7702

MUNIS NO. 10010

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MAY 3, 2016

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**MONONA TERRACE EXTERIOR SIGNAGE IMPROVEMENTS  
CONTRACT NO. 7702**

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This Proposal, and Agreement have  
been prepared by:

**CITY ENGINEERING DIVISION  
CITY OF MADISON  
MADISON, DANE COUNTY, WISCONSIN**



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Robert F. Phillips, P.E., City Engineer

RFP:jw

## SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

### REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

#### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	MONONA TERRACE EXTERIOR SIGNAGE IMPROVEMENTS
CONTRACT NO.:	7702
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	APRIL 1, 2016
BID SUBMISSION (1:00 P.M.)	APRIL 8, 2016
BID OPEN (1:30 P.M.)	APRIL 8, 2016
PUBLISHED IN WSJ	MARCH 18, 25 & APRIL 1, 2016

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://www.cityofmadison.com/business/pw/forms.cfm). If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

THE BID OPENING is at 1600 EMIL ST., MADISON, WI 53713.

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2016 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

The Contractor shall review these Specifications prior to preparation of proposals for the work to be done under this contract, with specific attention to Article 102, "BIDDING REQUIREMENTS AND CONDITIONS" and Article 103, "AWARD AND EXECUTION OF THE CONTRACT." For the convenience of the bidder, below are highlights of three subsections of the specifications.

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

In accordance with Wisconsin State Statutes 66.0901 (2) and (3), all bidders must submit to the Board of Public Works proof of responsibility on forms furnished by the City. The City requires that all bidders be qualified on a biennial basis.

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

In accordance with Section 39.02(9)(a)l. of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

#### SECTION 102.4 PROPOSAL

No bid will be accepted that does not contain an adequate or reasonable price for each and every item named in the Schedule of Unit Prices.

A lump sum bid for the work in accordance with the plans and specifications is required. The lump sum bid must be the same as the total amounts bid for the various items and it shall be inserted in the space provided.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of which such corporation was chartered. The required signatures shall in all cases appear in the space provided thereof on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express ([www.bidexpress.com](http://www.bidexpress.com)). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

The Bidder shall execute the Disclosure of Ownership form. REFER TO SECTION F.

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

#### PREVAILING WAGE RATES

Prevailing Wage Rates may be required and are attached in Section J of the contract. See Special Provisions to determine applicability.

**Bidders for this Contract(s) must be Pre-Qualified for at least one of the following type(s) of construction denoted by an**

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

- 201  Asphalt Paving
- 205  Blasting
- 210  Boring/Pipe Jacking
- 215  Concrete Paving
- 220  Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221  Concrete Bases and Other Concrete Work
- 222  Concrete Removal
- 225  Dredging
- 230  Fencing
- 235  Fiber Optic Cable/Conduit Installation
- 240  Grading and Earthwork
- 241  Horizontal Saw Cutting of Sidewalk
- 242  Infrared Seamless Patching
- 245  Landscaping, Maintenance
- 250  Landscaping, Site and Street
- 251  Parking Ramp Maintenance
- 252  Pavement Marking
- 255  Pavement Sealcoating and Crack Sealing
- 260  Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262  Playground Installer
- 265  Retaining Walls, Precast Modular Units

- 270  Retaining Walls, Reinforced Concrete
- 275  Sanitary, Storm Sewer and Water Main Construction
- 276  Sawcutting
- 280  Sewer Lateral Drain Cleaning/Internal TV Insp.
- 285  Sewer Lining
- 290  Sewer Pipe Bursting
- 295  Soil Borings
- 300  Soil Nailing
- 305  Storm & Sanitary Sewer Laterals & Water Svc.
- 310  Street Construction
- 315  Street Lighting
- 318  Tennis Court Resurfacing
- 320  Traffic Signals
- 325  Traffic Signing & Marking
- 332  Tree pruning/removal
- 333  Tree, pesticide treatment of
- 335  Trucking
- 340  Utility Transmission Lines including Natural Gas, Electrical & Communications
- 399  Other \_\_\_\_\_

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

- 401  Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
- 402  Building Automation Systems
- 403  Concrete
- 404  Doors and Windows
- 405  Electrical - Power, Lighting & Communications
- 410  Elevator - Lifts
- 412  Fire Suppression
- 413  Furnishings - Furniture and Window Treatments
- 415  General Building Construction, Equal or Less than \$250,000
- 420  General Building Construction, \$250,000 to \$1,500,000
- 425  General Building Construction, Over \$1,500,000
- 428  Glass and/or Glazing
- 429  Hazardous Material Removal
- 430  Heating, Ventilating and Air Conditioning (HVAC)
- 433  Insulation - Thermal
- 435  Masonry/Tuck pointing

- 437  Metals
- 440  Painting and Wallcovering
- 445  Plumbing
- 450  Pump Repair
- 455  Pump Systems
- 460  Roofing and Moisture Protection
- 464  Tower Crane Operator
- 461  Solar Photovoltaic/Hot Water Systems
- 465  Soil/Groundwater Remediation
- 466  Warning Sirens
- 470  Water Supply Elevated Tanks
- 475  Water Supply Wells
- 480  Wood, Plastics & Composites - Structural & Architectural
- 499  Other \_\_\_\_\_

State of Wisconsin Certifications

- 1  Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2  Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3  Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
- 4  Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
- 5  Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: [www.dhs.wisconsin.gov/Asbestos/Cert](http://www.dhs.wisconsin.gov/Asbestos/Cert). State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
- 6  Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
- 7  Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
- 8  State of Wisconsin Master Plumbers License.

## SECTION B: PROPOSAL

Please refer to the  
Bid Express Website  
at <https://bidexpress.com>  
look up contract number  
and go to  
Section B: Proposal Page

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

Click on the "Register for Free" button and follow the instructions to register your company and yourself. You will be asked for a payment subscription preference, since you may wish to bid online someday. Simply choose the method to pay on a 'per bid' basis. This requires no payment until / unless you actually bid online. You can also choose the monthly subscription plan at this time. You will, however, be asked to provide payment information. Remember, you can change your preference at anytime. You will then be able to complete your free registration and have full access to the site. Your free access does not require completion of the 'Digital ID' process, so you will have instant access for viewing and downloading. To be prepared in case you ever do wish to bid online, you may wish to establish your digital ID also, since you cannot bid without a Digital ID.

If you have any problems with the free registration process, you can call the bidexpress help team, toll free at 1-888-352-2439 (option 1, option1).

**SECTION C: SMALL BUSINESS ENTERPRISE**

**Instructions to Bidders  
City of Madison  
SBE Program Information**

SBE NOT APPLICABLE

## SECTION D: SPECIAL PROVISIONS

### MONONA TERRACE EXTERIOR SIGNAGE IMPROVEMENTS CONTRACT NO. 7702

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

#### SECTION 102.9 BIDDER'S UNDERSTANDING

Tax Exempt Status: Effective with all contracts executed after January 1, 2016, the sales price from the sale, storage, use or other consumption of tangible personal property that is used in conjunction with a public works improvement for a tax exempt entity (including the City of Madison), is exempt from State sales tax. Said property must become a component of the project owned by the tax exempt entity and includes: any building; shelter; parking lot; parking garage; athletic field; storm sewer; water supply system; or sewerage and waste water treatment facility, but does not include a highway, street or road.

The contractor shall ensure that the exemption for sales and use tax available under Wis. Stat. Sec. 77.54(9m) applies where available. The contractor shall provide all necessary documentation as required by the State of Wisconsin and the City of Madison to comply with this exemption.

#### SECTION 102.10 PREVAILING WAGE

For this project, payment of prevailing wages (white sheet) shall be required unless the box indicating prevailing wages are not required is checked below.

Prevailing wages shall not be required when this box is checked.

If prevailing wages (white sheets) are required, the wages and benefits paid on the contract shall not be less than those specified in the Prevailing Wage Determination included with these contract documents for the following types of work:

- Building or Heavy Construction
- Sewer, Water, or Tunnel Construction
- Local Street or Miscellaneous Paving Construction
- Residential or Agricultural Construction

When multiple boxes are checked, worker's wages may vary according to the type and area of work performed. It is the responsibility of the Contractor to determine and apply the appropriate wage rate for the specific work assigned.

#### SECTION 102.12 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$56,500 for a single trade contract; or equal to or greater than \$277,000 for a multi-trade contract pursuant to MGO 33.07(7).

#### SECTION 102.14 BAN THE BOX – ARREST AND CRIMINAL BACKGROUND CHECKS (SEC. 39.08, MGO)

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(l), MGO



as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

- A. Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- B. Requirements.** For the duration of this Contract, the Contractor shall:
1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
  2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
  3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
  4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
  5. Comply with all other provisions of Sec. 39.08, MGO.
- C. Exemptions:** This section shall not apply when:
1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
  2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

### **ARTICLE 103                    AWARD AND EXECUTION OF THE CONTRACT**

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering prior to **12:00pm on May 3, 2016**. No exceptions or extensions to the above date will be permitted.

### **ARTICLE 104: SCOPE OF WORK**

This contract is to rehabilitate the existing exterior marquee sign and the existing parking entrance sign at Monona Terrace Community & Convention Center.

The scope of work includes the furnishing of all labor, materials, equipment, tools, and other services necessary to complete the work in accordance with the intent of this contract. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

**SECTION 104.1**            **LANDS FOR WORK**

Lands for work shall include all of the following:

- The existing entrance marquee sign and the existing parking entrance sign.

**SECTION 104.2**            **INTENT AND COORDINATION OF CONTRACT DOCUMENTS**

The contract documents are complimentary of each other and consist of all of the following:

- The City Standard Specification, 2016 Edition
- These Special Provisions including all plans and specifications as noted by the exhibits list below
- All Addendums to the bidding documents
- Any supplemental instructions, details, or specifications issued during the course of the contract.
- The following exhibits are for bidding purposes, all exhibits are PDF readable files.
  - Exhibit A – Construction Document Plan Sheets including architectural plans.
  - Exhibit B – Written Specifications (assembled at the end of the Special Provisions)

**SECTION 105.5:**            **INSPECTION OF WORK**

The Contractor shall coordinate directly with any and all regulatory agencies having jurisdiction over the licensing, permitting, and inspection, of work as described in these construction documents.

The Contractor shall be familiar with Specification 01 45 16-Field Quality Control Procedures regarding City of Madison policies and procedures for Quality Assurance and Quality Control.

**SECTION 105.6:**            **CONTRACTORS RESPONSIBILITY FOR WORK**

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include but not be limited to apparent errors, omissions, and interpretations involving codes, regulations, and standards.

Any Contractor who identifies such a discrepancy during the bidding process shall notify the Project Architect and City Project Manager of the discrepancy prior to the "Questions and Clarifications Deadline" as noted in Section A of the bid documents.

Any Contractor who identifies such a discrepancy during the abatement process shall immediately notify the Project Architect and City Project Manager in writing and request clarification on how to proceed.

If a conflict exists within the Specifications or exists within the Drawings, the Contractor shall perform the work that most closely fits the City's intent of this contract.

**SECTION 105.7:**            **CONTRACT DOCUMENTS**

The General Contractor is responsible for reproducing all construction documents necessary to complete the Work at their own cost. This shall include plans, specifications, addenda for the General Contractor and all Sub-contractors.

**SECTION 105.9:**            **SURVEYS, POINTS AND INSTRUCTIONS**

The General Contractor is responsible for providing all survey, benchmarks, points, and elevations required for this project.

**SECTION 105.12:**            **COOPERATION BY THE CONTRACTOR**

The General Contractor shall be responsible for the sequencing of the project.

The General Contractor shall coordinate building access, elevator access, and dumpster locations with Monona Terrace.

The Contractor shall review all other specifications within the construction documents for other requirements and coordination of work associated with this contract.

**SECTION 107.2      PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall follow these general guidelines while performing work associated with this contract:

- All damage, not consistent with requirements of the contract documents, shall be repaired or replaced to the original or better condition at the Contractor's expense.

**SECTION 108.2      PERMITS AND LICENSING**

The Contractor shall be required to provide to apply, pay for and obtain all permits or licenses that may be required by these contract documents regardless of ordinance, statute, or other regulatory requirement.

**SECTION 109.7      TIME OF COMPLETION**

Work shall begin only after the contract is completely executed and the start work letter is received.

The Contractor shall have reached a level of Construction Closeout and Certificate of Occupancy NO LATER THAN July 22, 2016.

The Contractor shall have reached a level of Contract Closeout NO LATER THAN August 19, 2016.

**SECTION 109.7      LIQUIDATED DAMAGES**

The fixed, agreed and liquidated damages for failure to complete Construction Closeout by the above specified date shall be \$1155.00 per calendar day for each calendar day in which the work remains incomplete.

The fixed, agreed and liquidated damages for failure to complete Contract closeout by the above specified date shall be \$400.00 per calendar day for each calendar day in which the contract remains open.

In no case shall the total fixed, agreed and liquidated damages exceed \$1155.00 per calendar day.

**NON STANDARD BID ITEMS**

**BID ITEM 90001 – BASE BID**

**DESCRIPTION:** The BASE BID shall include the complete installation of all building, mechanical, site, and utility components; the accepted testing, and commissioning of all systems; and the completion, and turn-in of all deliverables as outlined in the plans and specifications.

**METHOD OF MEASUREMENT:** The BASE BID shall be measured as Lump Sum of the required construction and installations described in the plans and specifications.

**BASIS OF PAYMENT:** The BASE BID shall be paid at the contract unit price. Partial payments shall be reviewed and authorized as described in the above referenced specifications.

**POINTS OF CONTACT**

We ask all Contractors with questions and concerns regarding the bidding documents shall contact the Project Architect by e-mail so we may properly log, track, and respond to all issues.

The Project Architect for this contract is:

Peter Rott, AIA  
Isthmus Architecture, Inc.  
PH: (608)310-5362  
Email: rott@is-arch.com

The Project Manager for City Engineering, Facilities Management for this contract is:

Jim Whitney

City of Madison

PH: (608) 266-4563

Email: [jwhitney@cityofmadison.com](mailto:jwhitney@cityofmadison.com)



# MONONA TERRACE EXTERIOR SIGNAGE IMPROVEMENTS

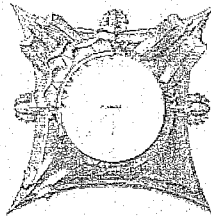
City of Madison Project No. 10010  
City of Madison Contract No. 7702

**PROJECT SPECIFICATIONS**

02/10/2016

Prepared by

**ISTHMUS**  
ARCHITECTURE, INC.



613 Williamson Street, Suite 203

Madison, WI 53703

(608) 294-0206

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- 5 A1.0 Plans and Details
- 6
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\*\*\*

1 SECTION 01 10 00

2 SUMMARY

3 PART 1 - GENERAL

4 1.1 RELATED DOCUMENTS

- 5 A. Drawings and general provisions of the Contract, including General and Supplementary  
6 Conditions and other Division 1 Specification Sections, apply to this Section.

7 1.2 SUMMARY

- 8 A. This Section includes the following:

- 9 1. Work covered by the Contract Documents.  
10 2. Type of the Contract.  
11 3. Work phases.  
12 4. Owner-Direct Purchase.  
13 5. Use of premises.  
14 6. Work restrictions.  
15 7. Specification formats and conventions.

16 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- 17 A. Project Identification: Exterior Signage Improvements

- 18 1. Project Location: Monona Terrace, One John Nolen Dr., Madison, Wisconsin

- 19 B. Owner: City of Madison

- 20 C. Architect: Isthmus Architecture, Inc., 613 Williamson Street, Suite 203, Madison, WI 53703.

- 21 D. The Work consists of the following:

22 The Work includes the rehabilitation of two existing monument signs.

23 1.4 TYPE OF CONTRACT

- 24 1. Project will be constructed under two prime contracts.  
25 2. Contract will be a standard City of Madison agreement.



1 1.5 OWNER DIRECT PURCHASE

- 2 1. The Owner reserves the right to direct-purchase significant items of equipment and  
3 materials.

4 1.6 USE OF PREMISES

- 5 A. General: Contractor shall have full use of premises for construction operations, including use of  
6 Project site, during construction period. Contractor's use of premises is limited only by Owner's  
7 right to perform work or to retain other contractors on portions of Project.

- 8 B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb  
9 portions of Project site beyond areas in which the Work is indicated.

- 10 1. Limits: Confine constructions operations to the Contract limits indicated on Drawings.  
11 Storage of materials, staging of construction operations or equipment on or in areas not in  
12 the contract limit shall be approved by the owner.

- 13  
14 2. Driveways, Bicycle Path and Entrances: Keep driveways and entrances serving premises  
15 clear and available to Owner, Owner's employees, and emergency vehicles at all times.  
16 Do not use these areas for parking or storage of materials. Do not disturb or restrict use  
17 of the public bicycle path.

- 18 a. Schedule deliveries to minimize use of driveways and entrances.  
19 b. Schedule deliveries to minimize space and time requirements for storage of  
20 materials and equipment on-site.

21 1.7 WORK RESTRICTIONS

- 22 A. On-Site Work Hours: Work shall be generally performed inside the existing building during  
23 normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, except otherwise  
24 indicated.

- 25 1. Weekend Hours: Verify restrictions with Owner.  
26 2. Early Morning Hours: Verify restrictions with Owner.  
27 3. Hours for Utility Shutdowns: Verify restrictions with Owner and local utilities.

- 28 B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or  
29 others unless permitted under the following conditions and then only after arranging to provide  
30 temporary utility services according to requirements indicated:

- 31 1. Notify Owner not less than five working days in advance of proposed utility  
32 interruptions.  
33 2. Do not proceed with utility interruptions without Owner's written permission.

1 1.8 SPECIFICATION FORMATS AND CONVENTIONS

2 A. Specification Format: The Project Specifications are organized into Divisions and Sections  
3 using the 33-division format and CSI/CSC's "MasterFormat" numbering system.

4 1. Section Identification: The Specifications use Section numbers and titles to help cross-  
5 referencing in the Contract Documents. Sections in the Project Manual are in numeric  
6 sequence; however, the sequence is incomplete because all available Section numbers are  
7 not used. Consult the table of contents at the beginning of the Project Manual to  
8 determine numbers and names of Sections in the Contract Documents.

9 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in  
10 the Specifications.

11 B. Specification Content: The Specifications use certain conventions for the style of language and  
12 the intended meaning of certain terms, words, and phrases when used in particular situations.  
13 These conventions are as follows:

14 1. Abbreviated Language: Language used in the Specifications and other Contract  
15 Documents is abbreviated. Words and meanings shall be interpreted as appropriate.  
16 Words implied, but not stated, shall be inferred as the sense requires. Singular words  
17 shall be interpreted as plural, and plural words shall be interpreted as singular where  
18 applicable as the context of the Contract Documents indicates.

19 2. Imperative mood and streamlined language are generally used in the Specifications.  
20 Requirements expressed in the imperative mood are to be performed by Contractor.  
21 Occasionally, the indicative or subjunctive mood may be used in the Section Text for  
22 clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by  
23 others when so noted.

24 a. The words "shall," "shall be," or "shall comply with," depending on the context,  
25 are implied where a colon (:) is used within a sentence or phrase.

26 C. Interpretation: In the event there is a difference between the specifications and the drawings, the  
27 more specific of documentation is to be followed.

28 PART 2 - PRODUCTS (Not Used)

29 PART 3 - EXECUTION (Not Used)

30 END OF SECTION

## SECTION 01 50 00

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes requirements for temporary security and protection facilities.

##### 1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.
- B. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

##### 1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

##### 1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

##### 1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized-steel bases for supporting posts.

## PART 3 - EXECUTION

### 3.1 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

### 3.2 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 3. Maintain and touchup signs so they are legible at all times.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Comply with authorities having jurisdiction.
- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and bicycle path, according to authorities having jurisdiction.
- E. Site Enclosure Fence: Prior to commencing earthwork, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
- F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

### 3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

**END OF SECTION**

1 SECTION 01 78 23

2 OPERATION AND MAINTENANCE DATA

3 PART 1 - GENERAL

4 1.1 RELATED DOCUMENTS

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

7 1.2 SUMMARY

- 8 A. Section includes administrative and procedural requirements for preparing operation and  
9 maintenance manuals, including the following:  
10 1. Product maintenance manuals.  
11 2. Systems and equipment maintenance manuals.

12 1.3 CLOSEOUT SUBMITTALS

- 13 A. Manual Content: Operations and maintenance manual content is specified in individual  
14 Specification Sections to be reviewed at the time of Section submittals. Submit reviewed  
15 manual content formatted and organized as required by this Section.

- 16 1. Architect will comment on whether content of operations and maintenance submittals are  
17 acceptable.  
18 2. Where applicable, clarify and update reviewed manual content to correspond to revisions  
19 and field conditions.

- 20 B. Format: Submit operations and maintenance manuals in the following format:

- 21 1. PDF electronic file. Assemble each manual into a composite electronically indexed file.  
22 Submit on digital media acceptable to Architect.  
23 a. Name each indexed document file in composite electronic index with applicable  
24 item name. Include a complete electronically linked operation and maintenance  
25 directory.  
26 b. Enable inserted reviewer comments on draft submittals.

- 27 C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for  
28 Substantial Completion and at least 15 days before commencing demonstration and training.  
29 Architect will return copy with comments.

1 PART 2 - PRODUCTS

2 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

3 A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance  
4 data and materials, listing items and their location to facilitate ready access to desired  
5 information. Include a section in the directory for each of the following:

- 6 1. List of documents.
- 7 2. List of systems.
- 8 3. List of equipment.
- 9 4. Table of contents.

10 B. List of Equipment: List equipment for each system, organized alphabetically by system. For  
11 pieces of equipment not part of system, list alphabetically in separate list.

12 C. Identification: In the documentation directory and in each operation and maintenance manual,  
13 identify each system, subsystem, and piece of equipment with same designation used in the  
14 Contract Documents. If no designation exists, assign a designation according to  
15 ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building  
16 Systems."

17 2.2 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

18 A. Organization: Unless otherwise indicated, organize each manual into a separate section for each  
19 system and subsystem, and a separate section for each piece of equipment not part of a system.  
20 Each manual shall contain the following materials, in the order listed:

- 21 1. Title page.
- 22 2. Table of contents.
- 23 3. Manual contents.

24 B. Title Page: Include the following information:

- 25 1. Subject matter included in manual.
- 26 2. Name and address of Project.
- 27 3. Name and address of Owner.
- 28 4. Date of submittal.
- 29 5. Name and contact information for Contractor.
- 30 6. Name and contact information for Construction Manager.
- 31 7. Name and contact information for Architect.
- 32 8. Name and contact information for Commissioning Authority.
- 33 9. Names and contact information for major consultants to the Architect that designed the  
34 systems contained in the manuals.
- 35 10. Cross-reference to related systems in other operation and maintenance manuals.

36 C. Table of Contents: List each product included in manual, identified by product name, indexed to  
37 the content of the volume, and cross-referenced to Specification Section number in Project  
38 Manual.

- 1 1. If operation or maintenance documentation requires more than one volume to  
2 accommodate data, include comprehensive table of contents for all volumes in each  
3 volume of the set.
- 4 D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by  
5 system, subsystem, and equipment. If possible, assemble instructions for subsystems,  
6 equipment, and components of one system into a single binder.
- 7 E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic  
8 PDF file for each manual type required.
- 9 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where  
10 scanning of paper documents is required, configure scanned file for minimum readable  
11 file size.
- 12 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file  
13 names. Name document files to correspond to system, subsystem, and equipment names  
14 used in manual directory and table of contents. Group documents for each system and  
15 subsystem into individual composite bookmarked files, then create composite manual, so  
16 that resulting bookmarks reflect the system, subsystem, and equipment names in a readily  
17 navigated file tree. Configure electronic manual to display bookmark panel on opening  
18 file.

19 2.3 OPERATION MANUALS

- 20 A. Content: In addition to requirements in this Section, include operation data required in  
21 individual Specification Sections and the following information:
- 22 1. System, subsystem, and equipment descriptions. Use designations for systems and  
23 equipment indicated on Contract Documents.
- 24 2. Performance and design criteria if Contractor has delegated design responsibility.
- 25 3. Operating standards.
- 26 4. Operating procedures.
- 27 5. Operating logs.
- 28 6. Wiring diagrams.
- 29 7. Control diagrams.
- 30 8. Precautions against improper use.
- 31 9. License requirements including inspection and renewal dates.
- 32 B. Descriptions: Include the following:
- 33 1. Product name and model number. Use designations for products indicated on Contract  
34 Documents.
- 35 2. Manufacturer's name.
- 36 3. Equipment identification with serial number of each component.
- 37 4. Equipment function.
- 38 5. Operating characteristics.
- 39 6. Limiting conditions.
- 40 7. Performance curves.
- 41 8. Engineering data and tests.
- 42 9. Complete nomenclature and number of replacement parts.



1 C. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as  
2 installed.

3 2.4 PRODUCT MAINTENANCE MANUALS

4 A. Content: Organize manual into a separate section for each product, material, and finish. Include  
5 source information, product information, maintenance procedures, repair materials and sources,  
6 and warranties and bonds, as described below.

7 B. Source Information: List each product included in manual, identified by product name and  
8 arranged to match manual's table of contents. For each product, list name, address, and  
9 telephone number of Installer or supplier and maintenance service agent, and cross-reference  
10 Specification Section number and title in Project Manual and drawing or schedule designation  
11 or identifier where applicable.

12 C. Product Information: Include the following, as applicable:

- 13 1. Product name and model number.
- 14 2. Manufacturer's name.
- 15 3. Color, pattern, and texture.
- 16 4. Material and chemical composition.
- 17 5. Reordering information for specially manufactured products.

18 D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

- 19 1. Inspection procedures.
- 20 2. Types of cleaning agents to be used and methods of cleaning.
- 21 3. List of cleaning agents and methods of cleaning detrimental to product.
- 22 4. Schedule for routine cleaning and maintenance.
- 23 5. Repair instructions.

24 E. Repair Materials and Sources: Include lists of materials and local sources of materials and  
25 related services.

26 F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and  
27 conditions that would affect validity of warranties or bonds.

- 28 1. Include procedures to follow and required notifications for warranty claims.

29 2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

30 A. Content: For each system, subsystem, and piece of equipment not part of a system, include  
31 source information, manufacturers' maintenance documentation, maintenance procedures,  
32 maintenance and service schedules, spare parts list and source information, maintenance service  
33 contracts, and warranty and bond information, as described below.

34 B. Source Information: List each system, subsystem, and piece of equipment included in manual,  
35 identified by product name and arranged to match manual's table of contents. For each product,  
36 list name, address, and telephone number of Installer or supplier and maintenance service agent,

1 and cross-reference Specification Section number and title in Project Manual and drawing or  
2 schedule designation or identifier where applicable.

3 C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation  
4 including the following information for each component part or piece of equipment:

- 5 1. Standard maintenance instructions and bulletins.
- 6 2. Drawings, diagrams, and instructions required for maintenance, including disassembly  
7 and component removal, replacement, and assembly.
- 8 3. Identification and nomenclature of parts and components.
- 9 4. List of items recommended to be stocked as spare parts.

10 D. Maintenance Procedures: Include the following information and items that detail essential  
11 maintenance procedures:

- 12 1. Test and inspection instructions.
- 13 2. Troubleshooting guide.
- 14 3. Precautions against improper maintenance.
- 15 4. Disassembly, component removal, repair, and replacement; and reassembly instructions.
- 16 5. Aligning, adjusting, and checking instructions.
- 17 6. Demonstration and training video recording, if available.

18 E. Maintenance and Service Schedules: Include service and lubrication requirements, list of  
19 required lubricants for equipment, and separate schedules for preventive and routine  
20 maintenance and service with standard time allotment.

- 21 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly,  
22 quarterly, semiannual, and annual frequencies.
- 23 2. Maintenance and Service Record: Include manufacturers' forms for recording  
24 maintenance.

25 F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with  
26 parts identified and cross-referenced to manufacturers' maintenance documentation and local  
27 sources of maintenance materials and related services.

28 G. Maintenance Service Contracts: Include copies of maintenance agreements with name and  
29 telephone number of service agent.

30 H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and  
31 conditions that would affect validity of warranties or bonds.

- 32 1. Include procedures to follow and required notifications for warranty claims.

### 33 PART 3 - EXECUTION

#### 34 3.1 MANUAL PREPARATION

35 A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides  
36 an organized reference to emergency, operation, and maintenance manuals.

- 1 B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and  
2 maintenance of each product, material, and finish incorporated into the Work.
- 3 C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance  
4 data indicating operation and maintenance of each system, subsystem, and piece of equipment  
5 not part of a system.
- 6 1. Engage a factory-authorized service representative to assemble and prepare information  
7 for each system, subsystem, and piece of equipment not part of a system.  
8 2. Prepare a separate manual for each system and subsystem, in the form of an instructional  
9 manual for use by Owner's operating personnel.
- 10 D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only  
11 sheets pertinent to product or component installed. Mark each sheet to identify each product or  
12 component incorporated into the Work. If data include more than one item in a tabular format,  
13 identify each item using appropriate references from the Contract Documents. Identify data  
14 applicable to the Work and delete references to information not applicable.
- 15 1. Prepare supplementary text if manufacturers' standard printed data are not available and  
16 where the information is necessary for proper operation and maintenance of equipment or  
17 systems.

18 END OF SECTION  
19

1 SECTION 02 41 16

2 SELECTIVE DEMOLITION

3 PART 1 - GENERAL

4 1.1 SUMMARY

5 A. Section Includes:

- 6 1. Demolition and removal of concrete structures and equipment.  
7 2. Maintaining in-place below-grade construction.  
8 3. Disconnecting, capping or sealing site utilities.  
9 4. Recycle Requirements

10 1.2 SUBMITTALS

- 11 A. Proposed Protection Measures: Submit informational report that indicates the measures  
12 proposed for protecting individuals and property, for dust control and for noise control. Indicate  
13 proposed locations and construction of barriers.
- 14 B. Schedule of structure and equipment demolition with starting and ending dates for each activity.

15 1.3 QUALITY ASSURANCE

- 16 A. Regulatory Requirements: Comply with governing EPA notification regulations before  
17 beginning demolition. Comply with hauling and disposal regulations of authorities having  
18 jurisdiction.
- 19 B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.
- 20 C. Pre-demolition Conference: Conduct conference at Project site.

21 1.4 PROJECT CONDITIONS

- 22 A. Structures and equipment to be disconnected before start of the Work.
- 23 B. Bicycle path immediately adjacent to demolition area will remain open to the public.
- 24 C. Owner assumes no responsibility for buildings and structures to be demolished.
- 25 1. Conditions existing at time of inspection for bidding purpose will be maintained by  
26 Owner as far as practical.
- 27 D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the  
28 Work.

29 E. On-site storage or sale of removed items or materials is not permitted.

30 PART 2 - PRODUCTS

31 2.1 SOIL MATERIALS

32 A. Satisfactory Soils: Comply with requirements in Section 31 20 00 "Earth Moving."

33 PART 3 - EXECUTION

34 3.1 EXAMINATION

35 A. Verify that utilities have been disconnected and capped before starting demolition operations.

36 B. Inventory and record the condition of items to be removed and salvaged.

37 C. Perform an engineering survey of condition of structure to determine whether removing any  
38 element might result in structural deficiency or unplanned collapse of any portion of structure  
39 during building demolition operations.

40 3.2 PREPARATION

41 A. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving  
42 buildings and structures to be demolished.

43 1. Arrange to shut off indicated utilities with utility companies.

44 2. If removal, relocation, or abandonment of utility services will affect adjacent occupied  
45 buildings, then provide temporary utilities that bypass buildings and structures to be  
46 demolished and that maintain continuity of service to other buildings and structures.

47 3. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade. Cap, valve, or  
48 plug and seal remaining portion of pipe or conduit after bypassing according to  
49 requirements of authorities having jurisdiction.

50 4. Do not start demolition work until utility disconnecting and sealing have been completed.

51 B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural  
52 support to preserve stability and prevent unexpected movement or collapse of construction  
53 being demolished.

54 3.3 PROTECTION

55 A. Existing Facilities: Protect adjacent public bicycle path and adjacent signage during demolition  
56 operations. Maintain bicycle path no exceptions.

57 B. Existing Utilities: Maintain utility services to remain and protect from damage during  
58 demolition operations. Do not interrupt existing utilities serving adjacent occupied or operating  
59 facilities unless authorized in writing by Owner and authorities having jurisdiction.

60 C. Temporary Protection: As required in Section 01 50 00 – Temporary Facilities and Controls.

61 3.4 DEMOLITION

62 A. General: Demolish indicated buildings and noted site improvements completely. Use methods  
63 required to complete the Work within limitations of governing regulations.

64 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain  
65 portable fire-suppression devices during flame-cutting operations.

66 2. Maintain adequate ventilation when using cutting torches.

67 3. Locate demolition equipment and remove debris and materials so as not to impose  
68 excessive loads on supporting walls, floors, or framing.

69 B. Site Access and Temporary Controls: Conduct building demolition and debris-removal  
70 operations to ensure minimum interference with roads, streets, walks, walkways, and other  
71 adjacent occupied and used facilities.

72 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used  
73 facilities without permission from Owner and authorities having jurisdiction. Provide  
74 alternate routes around closed or obstructed traffic ways if required by authorities having  
75 jurisdiction.

76 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with  
77 governing environmental-protection regulations.

78 C. Explosives: Use of explosives is not permitted.

79 D. Proceed with demolition of structural framing members systematically, from higher to lower  
80 level. Complete building demolition operations above each floor or tier before disturbing  
81 supporting members on the next lower level.

82 E. Salvage foundation walls and other below-grade construction within footprint of new  
83 construction.

84 F. Existing Utilities: Terminate existing utilities and below-grade utility structures within 5 feet  
85 (1.5 m) outside footprint indicated for new construction.

86 G. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building  
87 demolition operations according to backfill requirements in Section 31 20 00 "Earth Moving."

88 H. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free  
89 from irregular surface changes. Provide a smooth transition between adjacent existing grades  
90 and new grades.

91 I. Promptly repair damage to adjacent buildings caused by demolition operations.

92 3.5 RECYCLE RE-USE PLAN

93 A. The recycling plan shall be as follows:  
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1) **Mixed Loads of Construction and Demolition Debris:** The plan will clearly describe the amount and types of mixed debris to be removed per law.

2) **Concrete/Asphalt Recycling;** The south driveway and part of the concrete foundation will be demolished.

Asphalt and concrete recyclers: Wingra Stone (608-271-5555), Speedway Sand and Gravel (836-1071), Mandt Sandfill (608-835-3630) or Northwestern Stone (608-836-1701).

Asphalt Recyclers: DRS (836-6667) and Payne and Dolan (845-8900).

3) **Metal Recycling;** The recycling plan shall divert as much metal as possible from the landfill. Metal includes all ductwork, rain gutters and downspouts, siding, storm windows and doors.

Recyclers: Contact Alter Recycling (608-241-1517), Resource Solutions (608-244-5451) or All Metal Recycling (608-255-0960).

4) **Compliance Report:**

Contractor shall submit, within 60 days of the completion of the demolition project, a compliance report including information on the material that was reused and the volume of material that was recycled and landfilled. Substantiating documentation on where recycled material was sent will be included in the form of sending copies or receipts and/or weight tickets.

120 3.6 CLEANING

121 A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-  
122 approved landfill acceptable to authorities having jurisdiction.

123 B. Do not burn demolished materials.

124 C. Clean adjacent structures and improvements of dust, dirt, and debris caused by building  
125 demolition operations. Return adjacent areas to condition existing before building demolition  
126 operations began.

127 **END OF SECTION**

1 SECTION 03 30 00

2 CAST-IN-PLACE CONCRETE

3 PART 1 - GENERAL

4 1.1 SUMMARY

5 A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture  
6 design, placement procedures, and finishes.

7 B. Related Sections:

8 Section 09 24 00 "Cement Plastering"

9 Section 31 20 00 "Earth Moving".

10 1.2 SUBMITTALS

11 A. Product Data: For each type of product indicated.

12 B. Design Mixtures: For each concrete mixture.

13 C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement.

14 D. Welding certificates.

15 E. Material test reports.

16 1.3 QUALITY ASSURANCE

17 A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and  
18 that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

19 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete  
20 Production Facilities."

21 B. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and  
22 ASTM E 329 for testing indicated.

23 C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural  
24 Welding Code - Reinforcing Steel."

25 D. ACI Publications: Comply with the following unless modified by requirements in the Contract  
26 Documents:

27 1. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5.

28 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

29 E. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation  
30 tests and to design concrete mixtures.



31 PART 2 - PRODUCTS

32 2.1 FORM-FACING MATERIALS

- 33 A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth  
34 concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- 35 B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide  
36 lumber dressed on at least two edges and one side for tight fit.

37 2.2 STEEL REINFORCEMENT

- 38 A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer  
39 recycled content not less than 25 percent.
- 40 B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- 41 1. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class I zinc coated after fabrication and  
42 bending.
- 43 2. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M, epoxy coated, with less than 2 percent  
44 damaged coating in each 12-inch (300-mm) bar length.
- 45 C. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel  
46 wire into flat sheets.
- 47 D. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- 48 E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening  
49 reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire,  
50 plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

51 2.3 CONCRETE MATERIALS

- 52 A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source,  
53 throughout Project:
- 54 1. Portland Cement: ASTM C 150, Type I, gray. Supplement with the following:
- 55 a. Fly Ash: ASTM C 618, Class F.
- 56 b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- 57 B. Normal-Weight Aggregates: ASTM C 33, graded.
- 58 1. Maximum Coarse-Aggregate Size: 1 inch (25 mm) nominal.
- 59 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- 60 C. Water: ASTM C 94/C 94M and potable.

61 2.4 ADMIXTURES

- 62 A. Air-Entraining Admixture: ASTM C 260.

63 B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other  
64 admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened  
65 concrete. Do not use calcium chloride or admixtures containing calcium chloride.

- 66 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
- 67 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
- 68 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
- 69 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
- 70 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
- 71 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

## 72 2.5 VAPOR RETARDERS

73 A. Sheet Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or  
74 pressure-sensitive tape.

75 B. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 10 mils (0.25 mm) thick.

## 76 2.6 CURING MATERIALS

77 A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh  
78 concrete.

79 B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing  
80 approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

81 C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

82 D. Water: Potable.

83 E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

84 F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B,  
85 nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor  
86 covering.

87 G. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1,  
88 Class A.

89 1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when  
90 calculated according to 40 CFR 59, Subpart D (EPA Method 24).

91 H. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

92 1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when  
93 calculated according to 40 CFR 59, Subpart D (EPA Method 24).

## 94 2.7 RELATED MATERIALS

95 A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

- 96 2.8 CONCRETE MIXTURES
- 97 A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory  
98 trial mixture or field test data, or both, according to ACI 301.
- 99 B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as  
100 needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40  
101 percent.
- 102 C. Admixtures: Use admixtures according to manufacturer's written instructions.
- 103 D. Proportion normal-weight concrete mixture as follows:
- 104 1. Minimum Compressive Strength: 3000 psi (20.7 MPa) at 28 days.  
105 2. Maximum Water-Cementitious Materials Ratio: 0.50.  
106 3. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm).  
107 4. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch (38-mm)  
108 nominal maximum aggregate size.  
109 5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch (25-mm) nominal  
110 maximum aggregate size.

111 2.9 FABRICATING REINFORCEMENT

- 112 A. Fabricate steel reinforcement according to CRST's "Manual of Standard Practice."

113 2.10 CONCRETE MIXING

- 114 A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and  
115 ASTM C 1116/C 1116M, and furnish batch ticket information.
- 116 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery  
117 time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce  
118 mixing and delivery time to 60 minutes.

119 PART 3 - EXECUTION

120 3.1 FORMWORK

- 121 A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral,  
122 static, and dynamic loads, and construction loads that might be applied, until structure can support such  
123 loads.
- 124 B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and  
125 position indicated, within tolerance limits of ACI 117.
- 126 C. Do not chamfer exterior corners and edges of permanently exposed concrete.

127 3.2 EMBEDDED ITEMS

- 128 A. Place and secure anchorage devices and other embedded items required for adjoining work that is  
129 attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams,  
130 instructions, and directions furnished with items to be embedded.

131 3.3 VAPOR RETARDERS

132 A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and  
133 manufacturer's written instructions.

134 1. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.

135 3.4 STEEL REINFORCEMENT

136 A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

137 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing  
138 concrete.

139 3.5 JOINTS

140 A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

141 B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated  
142 or as approved by Architect.

143 3.6 CONCRETE PLACEMENT

144 A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is  
145 complete and that required inspections have been performed.

146 B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete  
147 will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section  
148 cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid  
149 segregation.

150 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

151 C. Cold-Weather Placement: Comply with ACI 306.1.

152 D. Hot-Weather Placement: Comply with ACI 301.

153 3.7 FINISHING FORMED SURFACES

154 A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly  
155 and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins  
156 and other projections that exceed specified limits on formed-surface irregularities.

157 1. Apply to concrete surfaces exposed to public view.

158 B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent  
159 to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces.  
160 Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless  
161 otherwise indicated.

162 3.8 CONCRETE PROTECTING AND CURING

163 A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.  
164 Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during  
165 curing.

166 B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy  
167 conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing  
168 operations. Apply according to manufacturer's written instructions after placing, screeding, and bull  
169 floating or darbying concrete, but before float finishing.

170 C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

171 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.

172 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for  
173 curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches  
174 (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days.  
175 Immediately repair any holes or tears during curing period using cover material and waterproof  
176 tape.

177 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to  
178 manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours  
179 after initial application. Maintain continuity of coating and repair damage during curing period.

180 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous  
181 operation by power spray or roller according to manufacturer's written instructions. Recoat areas  
182 subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours  
183 later and apply a second coat. Maintain continuity of coating and repair damage during curing  
184 period.

185 3.9 CONCRETE SURFACE REPAIRS

186 A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace  
187 concrete that cannot be repaired and patched to Architect's approval.

188 3.10 FIELD QUALITY CONTROL

189 A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests  
190 and inspections and prepare test reports.

191 **END OF SECTION**

1 SECTION 09 24 00

2 CEMENT PLASTERING

3 PART 1 - GENERAL

4 1.1 RELATED DOCUMENTS

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

7 1.2 SUMMARY

- 8 A. Section Includes:

- 9 1. Exterior portland cement plasterwork (stucco) on unit masonry and/or monolithic  
10 concrete.

11 1.3 SUBMITTALS

- 12 A. Product Data: For each type of product indicated.

- 13 B. Samples: For each type of colored & textured finish coat indicated; 12 by 12 inches, and  
14 prepared on rigid backing.

15 1.4 QUALITY ASSURANCE

- 16 A. Mockups: Before plastering, install mockups of at least 50 sq. ft. in surface area to demonstrate  
17 aesthetic effects and set quality standards for materials and execution.

- 18 1. Install mockups for each type of finish indicated.  
19 2. Approved mockups may become part of the completed Work if undisturbed at time of  
20 Substantial Completion.

21 1.5 DELIVERY, STORAGE, AND HANDLING

- 22 A. Store materials inside under cover and keep them dry and protected against damage from  
23 weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes.

24 1.6 PROJECT CONDITIONS

- 25 A. Comply with ASTM C 926 requirements.

- 26 B. Exterior Plasterwork:

- 1 1. Apply and cure plaster to prevent plaster drying out during curing period. Use procedures  
2 required by climatic conditions, including moist curing, providing coverings, and  
3 providing barriers to deflect sunlight and wind.
- 4 2. Apply plaster when ambient temperature is greater than 40 deg F (4.4 deg C).
- 5 3. Protect plaster coats from freezing for not less than 48 hours after set of plaster coat has  
6 occurred.

7 C. Factory-Prepared Finishes: Comply with manufacturer's written recommendations for  
8 environmental conditions for applying finishes.

## 9 PART 2 - PRODUCTS

### 10 2.1 ACCESSORIES

- 11 A. General: Comply with ASTM C 1063 and coordinate depth of trim and accessories with  
12 thicknesses and number of plaster coats required.

### 13 2.2 MISCELLANEOUS MATERIALS

- 14 A. Water for Mixing: Potable and free of substances capable of affecting plaster set or of damaging  
15 plaster, lath, or accessories.

- 16 B. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2 inch (13 mm) long,  
17 free of contaminants, manufactured for use in portland cement plaster.

- 18 C. Bonding Compound: ASTM C 932.

### 19 2.3 PLASTER MATERIALS

- 20 A. Portland Cement: ASTM C 150, Type I.

- 21 1. Color for Finish Coats: White.

- 22 B. Colorants for Job-Mixed Finish Coats: Colorfast mineral pigments that produce finish plaster  
23 color to match Architect's sample.

- 24 C. Lime: ASTM C 206, Type S; or ASTM C 207, Type S.

- 25 D. Sand Aggregate: ASTM C 897.

- 26 1. Color for Job-Mixed Finish Coats: White.

- 27 E. Ready-Mixed Finish-Coat Plaster: Mill-mixed portland cement, aggregates, coloring agents, and  
28 proprietary ingredients.

- 29 1. Products: Subject to compliance with requirements, available products that may be  
30 incorporated into the Work include, but are not limited to, the following:

- 1 a. Bonsal American, an Oldcastle Company; Marblesil Stucco Mix.
- 2 b. Omega Products International, Inc.; ColorTek Exterior Stucco.
- 3 c. Shamrock Stucco LLC; Exterior Stucco.
- 4 d. SonoWall, BASF Wall Systems, Inc.; Thoro Stucco.
- 5 e. USG Corporation; Oriental Exterior Finish Stucco.
  
- 6 2. Color: Match Existing.
  
- 7 2.4 PLASTER MIXES
  
- 8 A. General: Comply with ASTM C 926 for applications indicated.
  
- 9 1. Fiber Content: Add fiber to base-coat mixes after ingredients have mixed at least two
- 10 minutes. Comply with fiber manufacturer's written instructions for fiber quantities in
- 11 mixes, but do not exceed 1 lb of fiber/cu. yd. (0.6 kg of fiber/cu. m) of cementitious
- 12 materials.
  
- 13 2. Masonry Cement Mixes:
  
- 14 a. Scratch Coat: 1 part masonry cement and 2-1/2 to 4 parts aggregate.
- 15 b. Brown Coat: 1 part masonry cement and 3 to 5 parts aggregate, but not less than
- 16 volume of aggregate used in scratch coat.
  
- 17 3. Portland and Masonry Cement Mixes:
  
- 18 a. Scratch Coat: For cementitious material, mix 1 part portland cement and 1 part
- 19 masonry cement. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
- 20 b. Brown Coat: For cementitious material, mix 1 part portland cement and 1 part
- 21 masonry cement. Use 3 to 5 parts aggregate per part of cementitious material, but
- 22 not less than volume of aggregate used in scratch coat.
  
- 23 B. Base-Coat Mixes: Single base coats for two-coat plasterwork as follows:
  
- 24 1. Portland Cement Mix: For cementitious material, mix 1 part portland cement and 3/4 to
- 25 1-1/2 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
- 26 2. Masonry Cement Mix: Use 1 part masonry cement and 2-1/2 to 4 parts aggregate..
  
- 27 C. Job-Mixed Finish-Coat Mixes:
  
- 28 1. Portland Cement Mix: For cementitious materials, mix 1 part portland cement and 3/4 to
- 29 1-1/2 parts lime. Use 1-1/2 to 3 parts aggregate per part of cementitious material.
- 30 2. Masonry Cement Mix: 1 part masonry cement and 1-1/2 to 3 parts aggregate.
- 31 3. Portland and Masonry Cement Mix: For cementitious materials, mix 1 part portland
- 32 cement and 1 part masonry cement. Use 1-1/2 to 3 parts aggregate per part of
- 33 cementitious material.
- 34 4. Plastic Cement Mix: 1 part plastic cement and 1-1/2 to 3 parts aggregate.



1 PART 3 - EXECUTION

2 3.1 EXAMINATION

- 3 A. Examine areas and substrates, with Installer present, and including structural framing, for  
4 compliance with requirements and other conditions affecting performance of the Work.
- 5 B. Proceed with installation only after unsatisfactory conditions have been corrected.

6 3.2 PREPARATION

- 7 A. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects  
8 caused by plastering.
- 9 B. Prepare solid substrates for plaster that are smooth or that do not have the suction capability  
10 required to bond with plaster according to ASTM C 926.

11 3.3 INSTALLING ACCESSORIES

- 12 A. Install according to ASTM C 1063 and at locations indicated on Drawings.
- 13 B. Control Joints:
- 14 1. As required to delineate plasterwork into areas (panels) of the following maximum sizes:
- 15 a. Vertical Surfaces: 144 sq. ft. (13.4 sq. m).
- 16 b. Horizontal and other Nonvertical Surfaces: 100 sq. ft. (9.3 sq. m).
- 17 2. At distances between control joints of not greater than 18 feet (5.5 m) o.c.
- 18 3. As required to delineate plasterwork into areas (panels) with length-to-width ratios of not  
19 greater than 2-1/2:1.
- 20 4. Where control joints occur in surface of construction directly behind plaster.
- 21 5. Where plasterwork areas change dimensions, to delineate rectangular-shaped areas  
22 (panels) and to relieve the stress that occurs at the corner formed by the dimension  
23 change.

24 3.4 PLASTER APPLICATION

- 25 A. General: Comply with ASTM C 926.
- 26 1. Do not deviate more than plus or minus 1/4 inch in 10 feet (6.4 mm in 3 m) from a true  
27 plane in finished plaster surfaces, as measured by a 10-foot (3-m) straightedge placed on  
28 surface.
- 29 2. Finish plaster flush with metal frames and other built-in metal items or accessories that  
30 act as a plaster ground unless otherwise indicated. Where casing bead does not terminate  
31 plaster at metal frame, cut base coat free from metal frame before plaster sets and groove  
32 finish coat at junctures with metal.
- 33 3. Provide plaster surfaces that are ready to receive field-applied finishes indicated.

- 1 B. Bonding Compound: Apply on unit masonry and/or concrete plaster bases.
- 2 C. Walls; Base-Coat Mix: Scratch coat for two-coat plasterwork, 3/8 inch (10 mm) thick on  
3 concrete masonry, 1/4 inch (6 mm) thick on concrete.
- 4 1. Portland cement mixes.  
5 2. Masonry cement mixes.  
6 3. Portland and masonry cement mixes.  
7 4. Plastic cement mixes.  
8 5. Portland and plastic cement mixes.
- 9 D. Plaster Finish Coats: Apply to provide float, sand finish to match Existing.
- 10 3.5 PLASTER REPAIRS
- 11 A. Repair or replace work to eliminate cracks, dents, blisters, buckles, crazing and check cracking,  
12 dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.
- 13 3.6 PROTECTION
- 14 A. Remove temporary protection and enclosure of other work. Promptly remove plaster from door  
15 frames, windows, and other surfaces not indicated to be plastered. Repair walls, and other  
16 surfaces stained, marred, or otherwise damaged during plastering.

17 **END OF SECTION**

## SECTION 10 14 26

### PANEL SIGNAGE

#### 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. Internally illuminated panel signs and custom free-standing lettering.
- B. Related Requirements:
  - 1. Section 03 30 00 "Cast-in-Place Concrete" for concrete foundations, concrete fill, concrete walls and setting anchor bolts in concrete foundations for signs.
  - 2. Section 26 50 00 "Common Work Results for Electrical" for wiring and connecting to existing electrical power supply and data.

##### 1.3 COORDINATION

- A. Furnish templates and tolerance information for placement of sign-anchorage devices embedded in permanent construction by other installers.
- B. Furnish templates for placement of electrical service embedded in permanent construction by other installers.

##### 1.4 SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For panel signage.
  - 1. Include fabrication and installation details and attachments to other work.
  - 2. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
  - 3. Show message list, typestyles, graphic elements, and layout for each sign in legible scale.
  - 4. Show locations of electrical service connections.
  - 5. Include diagrams for power, signal, and control wiring.
- C. Samples for Verification: For each type of sign assembly, showing all components and with the required finish(es), in manufacturer's standard size unless otherwise indicated and as follows:

1. Variable Component Materials: Sample of each base material, character or graphic element, in each exposed color and finish not included in other Samples.
2. Exposed Accessories: Sample of each accessory type.
3. Custom Text Layout.

D. Qualification Data: For Installer and manufacturer.

E. Sample Warranty: For special warranty.

F. Maintenance Data: For signs to include in maintenance manuals.

## 1.5 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

## 1.6 FIELD CONDITIONS

A. Field Measurements: Verify locations of anchorage devices and electrical service embedded in permanent construction by other installers by field measurements before fabrication, and indicate measurements on Shop Drawings.

## 1.7 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

- a. Deterioration of finishes beyond normal weathering.
- b. Deterioration of embedded graphic image.
- c. Separation or delamination of sheet materials and components.

2. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

A. Thermal Movements: For exterior signs, allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- C. Compatibility: Signage software must be compatible with Monona Terrace software backbone, "USI".

## 2.2 PANEL SIGNS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Ace Sign Systems, Inc.
2. APCO Graphics, Inc.
3. Daktronics Company.
4. Poblocki Sign Company, LLC.
5. Vista System.

- B. Sign Message Panel.- **Marquee:** Sign of single-panel configuration; with smooth, uniform surfaces and support assembly; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:

1. Illuminated Sign: Backlighting construction with **LED** lighting including transformers, insulators, and other accessories for operability, with provision for servicing and concealing connections to building electrical system. Use tight or sealed joint construction to prevent unintentional light leakage. Space lamps apart from each other and away from sign surfaces as needed to illuminate evenly.
  - a. Power: Field Verify Existing Power.
  - b. Weeps: Provide weep holes to drain water at lowest part of exterior signs.
2. Hollow-Box Sign Frame: Entire perimeter framed with formed-aluminum sheet or extruded-aluminum, hollow-box-type frame with vertical edges attached to supports with aluminum fittings. Close top and bottom edges of panels with manufacturer's standard welded seams or extrusions.
  - a. Hollow-Box Depth: As Required for Intended Use.
  - b. Profile: Square.
  - c. Finish and Color: Match sign-panel face.
3. Sign-Frame Mounting: As indicated on Drawings.  
Structure: External frame.
  - a. Mounting Frame Shape: Rectangular.
  - b. External-Frame Finish and Color: Mill Finish.
4. Free-Standing Facility Name Letters:
  - a. Stainless Steel: Brushed Finish
  - b. Concealed Mounting.
5. Text and Typeface: Custom Letters in Typeface provided by Architect.

- C. Sign Message Panel – **Parking Entrance:** Sign of single-panel configuration; with smooth, uniform surfaces and support assembly; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:

1. Illuminated Sign: Backlighted construction with **LED** lighting including transformers, insulators, and other accessories for operability, with provision for servicing and concealing connections to building electrical system. Use tight or sealed joint construction to prevent unintentional light leakage. Space lamps apart from each other and away from sign surfaces as needed to illuminate evenly.
  - a. Power: Field Verify Existing Power.
  - b. Weeps: Provide weep holes to drain water at lowest part of exterior signs.
  - c. Include light strip to illuminate free-standing letters mounted to case.
2. Hollow-Box Sign Frame: Entire perimeter framed with formed-aluminum sheet or extruded-aluminum, hollow-box-type frame with vertical edges attached to supports with aluminum fittings. Close top and bottom edges of panels with manufacturer's standard welded seams or extrusions.
  - a. Hollow-Box Depth: As Required for Intended Use.
  - b. Profile: Square.
  - c. Finish and Color: Match sign-panel face.
3. Sign-Frame Mounting: Incorporate into existing post sign as indicated on Drawings.
4. Structure: External frame.
  - a. Mounting Frame Shape: Rectangular.
  - b. External-Frame Finish and Color: Mill Finish.

### 2.3 MATERIALS

- A. Aluminum Sheet and Plate: ASTM B 209 alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.
- B. Aluminum Extrusions: ASTM B 221 alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.
- C. Steel Materials:
  1. Steel Sheet: electrolytic zinc-coated, ASTM A 879/A 879M, Coating Designation 08Z (24G), with steel sheet substrate according to ASTM A 1008/A 1008M, commercial steel, exposed.
  2. Hot-Rolled, Structural-Steel Shapes: ASTM A 36/A 36M or ASTM A 529/A 529M.
  3. Bolts for Steel Framing: ASTM A 307 or ASTM A 325 as necessary for design loads and connection details.
  4. For steel exposed to view on completion, provide materials having flat, smooth surfaces without blemishes. Do not use materials whose surfaces exhibit pitting, seam marks, roller marks, rolled trade names, or roughness.
- D. Paints and Coatings for Sheet Materials: Inks, dyes, and paints that are recommended by manufacturer for optimum adherence to surface and are UV and water resistant for colors and exposure indicated.

## 2.4 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signage, noncorrosive and compatible with each material joined, and complying with the following:
  - 1. Use concealed fasteners and anchors unless indicated to be exposed.
  - 2. For exterior exposure, furnish hot-dip galvanized devices unless otherwise indicated.
  - 3. Inserts: Furnish inserts to be set by other trades into concrete or masonry work.
- B. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.
- C. Anchoring Materials:
  - 1. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
  - 2. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
    - a. Water-Resistant Product: At exterior locations, provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

## 2.5 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
  - 1. Preassemble signs in the shop to greatest extent possible. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in locations concealed from view after final assembly.
  - 2. Mill joints to tight, hairline fit. Form joints exposed to weather to resist water penetration and retention.
  - 3. Comply with AWS for recommended practices in welding and brazing. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed joints of flux, and dress exposed and contact surfaces.
  - 4. Conceal fasteners and anchors unless indicated to be exposed; locate exposed fasteners where they will be inconspicuous.
  - 5. Internally brace signs for stability and for securing fasteners.
- B. Sign Message Panels: Construct sign-panel surfaces to be smooth and to remain flat under installed conditions within a tolerance of plus or minus 1/16 inch (1.5 mm) measured diagonally from corner to corner.
  - 1. Coordinate dimensions and attachment methods to produce message panels with closely fitting joints. Align edges and surfaces with one another in the relationship indicated.
  - 2. Increase panel thickness or reinforce with concealed stiffeners or backing materials as needed to produce surfaces without distortion, buckles, warp, or other surface deformations.

3. Continuously weld joints and seams unless other methods are indicated; grind, fill, and dress welds to produce smooth, flush, exposed surfaces with welds invisible after final finishing.

## 2.6 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Directional Finishes: Run grain with long dimension of each piece and perpendicular to long dimension of finished trim or border surface unless otherwise indicated.
- D. Organic, Anodic, and Chemically Produced Finishes: Apply to formed metal after fabrication but before applying contrasting polished finishes on raised features unless otherwise indicated.

## 2.7 STAINLESS FINISHES – FREE-STANDING LETTERS

- A. Brushed Stainless Finish: AAMA 611, Class II, 0.010 mm or thicker.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of signage work.
- B. Verify that sign-support surfaces are within tolerances to accommodate signs.
- C. Verify that anchor inserts are correctly sized and located to accommodate signs.
- D. Verify that electrical service is correctly sized and located to accommodate signs.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Install signs using installation methods indicated and according to manufacturer's written instructions.
  1. Install signs level, plumb, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
  2. Install signs so they do not protrude or obstruct according to accessibility standard.



3. Before installation, verify that sign components are clean and free of materials or debris that would impair installation.
4. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

### 3.3 INSTALLING SIGN MESSAGE PANELS

- A. Vertical Tolerance: Securely attach panels plumb within a tolerance of 1/16 inch in 3 feet.
- B. Connect power and data to existing source.

### 3.4 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

**END OF SECTION**

1 SECTION 26 05 00

2 COMMON WORK RESULTS FOR ELECTRICAL

3 PART 1 - GENERAL

4 1.1 SCOPE OF WORK

- 5 A. Base Bid: Electrical Contractor Provide: It is the intent of these specifications to provide  
6 complete and workable electrical systems. Provide all necessary supervision, coordination,  
7 labor, materials, equipment, fixtures, dryage, hoisting, tools, transportation, plant services and  
8 facilities, machinery and connections to utilities for the installation of complete and operable  
9 electrical systems. If details or special conditions are required, provide all material and  
10 equipment usually furnished with such systems or required to complete their installation.
- 11 B. Materials and labor shall be new (unless otherwise noted), first class and workmanlike and shall  
12 be subject at all times to the A/E's inspections, tests, and approval from commencement until  
13 acceptance of the completed work.
- 14 C. The Drawings provide design intent. The contractor shall verify all dimensions at the site and be  
15 responsible for their accuracy.
- 16 D. Due to the scale of the Drawings, certain items, such as, boxes, conduit and sleeves may not be  
17 shown. Where such items are required for proper installation of the Work, such items shall be  
18 included, whether shown or not.
- 19 E. Equipment Specification may not deal individually with minute items required, such as  
20 components, parts, controls or devices which may be required to produce the equipment  
21 performance specified or as required to meet the equipment warranties. Where such items are  
22 required to make the system operational, they shall be included by the supplier of the equipment  
23 at no additional cost, whether or not specifically called for.

24 1.2 SUMMARY

- 25 A. Section Includes: The work under this section includes basic electrical requirements, which are  
26 applicable to all Division 26 Sections. This section includes information common to two or  
27 more technical specifications sections or items that are of a general nature, not conveniently  
28 fitting into other technical sections.
- 29 1. Submittals
  - 30 2. Reference Standards
  - 31 3. Quality Assurance
  - 32 4. Guarantee
  - 33 5. Work by Owner
  - 34 6. Operation and Maintenance Instructions
  - 35 7. Continuity of Existing Services
  - 36 8. Protection of Finished Surfaces
  - 37 9. Off Site Storage
  - 38 10. Regulatory Requirements
  - 39 11. Certificates and Inspections

- 1 12. Coordination
- 2 13. Demolition and Existing Requirements
- 3 14. Request and Certificate for Payment
- 4 15. Approved Electrical Testing Laboratories
- 5 16. Sleeves and Openings
- 6 17. Omissions
- 7 18. Definitions
- 8 19. Project/Site Conditions
- 9 20. Work Sequence and Scheduling
- 10 21. Salvage Materials
- 11 22. Training
- 12 23. Identification
- 13 24. Excavation and Backfill
- 14 25. Cutting and Patching
- 15 26. Cleanup

16 1.3 RELATED WORK

- 17 A. Applicable provisions of Division 1 govern work under this section.
- 18 B. Division 10, Section 10 14 26 - Panel Signagejhg

19 1.4 SUBMITTALS

- 20 A. Submit shop drawings under each section per requirements listed in that section, as well as per
- 21 Division 1.
- 22 B. Performance Characteristics, Catalog Data, Wiring Diagrams and other drawings as required.

23 1.5 REFERENCE STANDARDS

- 24 A. Abbreviations of standards organizations referenced in this and other sections are as follows:
- 25 1. ANSI American National Standards Institute
- 26 2. ASTM American Society for Testing and materials
- 27 3. EPA Environmental Protection Agency
- 28 4. ETL Electrical Testing Laboratories, Inc.
- 29 5. IEEE Institute of Electrical and Electronics Engineers
- 30 6. IES Illuminating Engineering Society
- 31 7. ISA Instrument Society of America
- 32 8. NBS National Bureau of Standards
- 33 9. NEC National Electric Code
- 34 10. NEMA National Electrical Manufacturers Association
- 35 11. NESC National Electrical Safety Code
- 36 12. NFPA National Fire Protection Agency
- 37 13. UL Underwriters Laboratories, Inc.
- 38

1 1.6 QUALITY ASSURANCE

- 2 A. Substitution of Materials: Refer to Division 1 for equals and substitutions.
- 3 1. Where the following conflicts with Division 1, the requirements of Division 1 shall
- 4 govern.
- 5 2. If the Contractor wishes to submit an alternate to the named manufacturers for any
- 6 equipment or material, he may submit a voluntary alternative minimum 7 days prior to
- 7 bid, stating the manufacturer's, model number, written and detailed product information.
- 8 3. In all instances, Contractor shall assume full responsibility for proof of equality of the
- 9 statute to the equipment hereinafter specified. Approval of the A/E of equipment other
- 10 than the specified does NOT relieve Contractor of this responsibility.
- 11 B. All products and materials used are to be new, undamaged, clean and in good condition.
- 12 Existing products and materials are not to be reused unless specifically indicated.
- 13 C. Where equipment or accessories are to be used which differ in arrangement, configuration,
- 14 dimensions, ratings, or engineering parameters from those indicated in the Contract Documents,
- 15 the Contractor is responsible for all costs involved in integrating the equipment or accessories
- 16 into the system, including, but not limited to, coordination with other trades and any required
- 17 changes by other trades and for obtaining the intended performance from the system into which
- 18 these items are placed.
- 19 D. All materials shall be listed by and shall bear the label of an approved electrical testing
- 20 laboratory. If none of the approved electrical testing laboratories has published standards for a
- 21 particular item, then other national independent testing standards, if applicable, and approved by
- 22 the A/E, shall apply and such items shall bear those labels. Where one of the approved
- 23 electrical testing laboratories has an applicable system listing and label, the entire system shall
- 24 be so labeled.

25 1.7 GUARANTEE

- 26 A. Refer to Division 1 for Guarantees and Warranties. In addition to the requirements in
- 27 Division 1, this Contractor shall meet the following requirements.
- 28 B. In entering into a contract covering this work, the contractor accepts the specifications and
- 29 guarantees that the work will be carried out in accordance with the requirements of this
- 30 specification or such modifications as may be made under the Contract Documents.
- 31 C. Contractor further guarantees that the workmanship and material will be of the best procurable
- 32 and that none but experienced workmen familiar with each particular class of work will be
- 33 employed.
- 34 D. Contractor further guarantees to replace and make good at his own expense, including travel
- 35 time, all defects, which may develop within 1 year after final payment and acceptance by the
- 36 Architect/Engineer, due to faulty workmanship or material, upon, receipt of written notification
- 37 from the Owner.

38 1.8 WORK BY OWNER

- 39 A. Electrical testing not described in these Contract Documents will be by the Owner under
- 40 separate contract.

- 1 1.9 OPERATION AND MAINTENANCE INSTRUCTIONS
- 2 A. Refer to Division 1 for all operations and maintenance instructions.
- 3 B. In addition to the general content specified under Division 1 supply the following  
4 documentation:
- 5 1. Manufacturer's wiring diagrams for electrically powered equipment.  
6 2. Copies of all approved submittals along with approval letters.
- 7 1.10 CONTINUITY OF EXISTING SERVICES
- 8 A. Do not interrupt or change existing services without prior written approval from the Owner's  
9 Project Representative.
- 10 B. Each Contractor shall familiarize himself with existing systems which will affect and be  
11 affected by the relocation of existing equipment and installation of new lines and equipment.  
12 Each disruption shall be as short as possible at a time coordinated with the Owner ahead of the  
13 disruption.
- 14 C. No extra costs will be paid to the Contractor for such outages which must occur outside of  
15 normal business hour.
- 16 D. This Contractor shall restore any circuit interruption as a result of this work to proper operation  
17 as soon as possible.
- 18 1.11 PROTECTION OF FINISHED SURFACES
- 19 A. Refer to Division 1 for protection of finished surfaces.
- 20 B. Furnish one can of touchup paint for each color factory finish furnished by Contractor. Deliver  
21 touch-up paint with other loose and detachable items per Division 1.
- 22 1.12 OFFSITE STORAGE
- 23 A. Prior approval by Owner's personnel for offsite storage is required. No material will be  
24 accepted for offsite storage unless submittals for the material have been approved.
- 25 1.13 REGULATORY REQUIREMENTS
- 26 A. All work and materials are to conform in every detail to applicable rules and requirements of the  
27 Wisconsin State Electrical Code Volumes 1 and 2, the National Electrical Code (ANSI/NFPA  
28 70), other applicable National Fire Protection Association codes, the National Electrical Safety  
29 Code, present manufacturing standards (including NEMA) and the Authority having  
30 Jurisdiction (AHJ).
- 31 B. All work shall be done under the direction of a currently certified State of Wisconsin Certified  
32 Master Electrician.

1 1.14 CERTIFICATES AND INSPECTIONS

2 A. Refer to Division 1 for permits, regulations, utilities and taxes.

3 B. Obtain and pay for all required State or local installation inspections except those provided by  
4 A/E in accordance with State Code.

5 C. Coordinate and provide inspections as required by Authority Having Jurisdiction over the site.

6 D. This Contractor is responsible for coordination of Owner's electrical inspection. Inspection  
7 requirements will be issued at a pre-installation meeting, arranged by this contractor and the  
8 Owner's Project Representative.

9 1.15 COORDINATION

10 A. Refer to Division 1 for coordination. In addition to the requirements specified under Division 1,  
11 the following requirements shall apply.

12 1.16 DEMOLITION AND EXISTING REQUIREMENTS

13 A. Existing active services when encountered shall be protected. Where existing services are to be  
14 abandoned, remove from the site back to the source.

15 B. Extra payment will not be allowed for changes in the Work required because of successful  
16 bidder's failure to inspect the site.

17 1.17 REQUEST AND CERTIFICATE FOR PAYMENT

18 A. Within 10 days of Notice to Proceed, submit a cost breakdown of the proposed values for work  
19 performed which, will become the basis for construction progress and monthly payments.

20 B. In addition, if payment will be requested for material stored offsite, then that material shall be  
21 listed as a line item in the request and certification for payment cost breakdown.

22 1.18 APPROVED ELECTRICAL TESTING LABORATORIES

23 A. The following laboratories are approved for providing electrical product safety testing and  
24 listing services as required in these specifications:

- 25 1. Underwriters Laboratories, Inc.  
26 2. Electrical Testing Laboratories, Inc.

27 1.19 SLEEVES AND OPENINGS

28 A. Openings required in new and existing construction that may be necessary for the installation of  
29 new work shall be provided by the respective contractor and all patching and repairing shall be  
30 completed by workmen competent in the trade required, at the expense of the respective  
31 contractor.

1 1.20 OMISSIONS

2 A. No later than 10 days before bid opening, the Contractor shall call the attention of the A/E to  
3 any materials or apparatus the Contractor believes to be inadequate and to necessary items of  
4 work omitted.

5 1.21 DEFINITIONS

6 A. Whenever the words "the Contractor", "this Contractor", or "Electrical Contractor" appear in  
7 this section, they shall refer to the Contractor for Electrical Work.

8 B. The term "provide" includes such labor, materials, equipment and transportation or other  
9 facilities required to complete the Contract and the performance of all duties thereby upon the  
10 Contractor.

11 1.22 PROJECT SITE CONDITIONS

12 A. Install Work in locations shown on the Drawings, unless prevented by Project conditions.

13 B. Prepare drawings showing proposed rearrangement of Work to meet Project conditions,  
14 including changes to Work specified in other sections. Obtain permission of A/E before  
15 proceeding.

16 C. Tools, materials and equipment shall be confined to areas designated by the Owner's project  
17 representative.

18 1.23 WORK SEQUENCE AND SCHEDULING

19 A. Install work in phases by coordinating schedule and operations with Owner's project  
20 representative.

21 1.24 SALVAGE MATERIALS

22 A. No materials removed from this project shall be reused. All materials removed shall be  
23 recycled.

24 1.25 TRAINING

25 A. The Contractor shall have the following responsibilities:

26 B. Provide a training plan sixty days before planned training covering the following elements:

- 27 1. Equipment
- 28 2. Location of training
- 29 3. Objectives
- 30 4. Subjects covered
- 31 5. Duration of training session
- 32 6. Instructor for session
- 33

- 1 C. Provide a training or operation manual that fully illustrates the operation, maintenance, safe  
2 operation, troubleshooting and shut-down and restart procedures.
- 3 D. Contractor shall fully explain and demonstrate the operation, function and overrides of any local  
4 packaged controls not controlled by the central system.

5

## 6 PART 2 - PRODUCTS

### 7 2.1 IDENTIFICATION

- 8 A. Use standard identification for all components and equipment.

### 9 2.2 SLEEVES AND OPENINGS

- 10 A. General:

11 1. Pipe sleeves: ASTM A53 or ASTM B36.10 steel. Hot dip galvanized.

- 12 B. Sleeves below grade: ASTM A53, pressure sealing with membrane clamp, ring, gasket, water  
13 stop, external rings, and nitrile rubber link seals. Assembly should be hot dip galvanized.

## 14 PART 3 - EXECUTION

### 15 3.1 EXCAVATION AND BACKFILL

- 16 A. Perform all excavation and backfill work to accomplish required systems installations.
- 17 B. Install lines passing under foundations with minimum of 1-1/2 inch clearance to concret and  
18 insure there is no disturbance of soil.

### 19 3.2 CUTTING AND PATCHING

- 20 A. Coordinate the placement of openings as required for the installation of the work with the  
21 General Contractor.
- 22 B. Furnish the accurate locations and sizes for required openings.
- 23 C. Provide cutting and patching as required to maintain a concealed installation and restore  
24 surfaces to original condition.

### 25 3.3 CLEANUP

- 26 A. Contractor shall clean up and remove from premises, on a daily basis, all debris and rubbish  
27 resulting from its work and shall repair all damage to new and existing equipment resulting  
28 from its work.



1 SECTION 31 20 00

2 EARTH MOVING

3 PART 1 - GENERAL

4 1.1 RELATED DOCUMENTS

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

7 1.2 SUMMARY

- 8 A. Section Includes:

- 9 1. Preparing subgrades for spread footings.  
10 2. Excavating and backfilling for structures.  
11 3. Drainage course for concrete slabs-on-grade.  
12 4. Subsurface drainage backfill for walls and trenches.  
13 5. Excavating and backfilling trenches for utilities and pits for buried utility structures.

14 1.3 QUALITY ASSURANCE

- 15 A. Preexcavation Conference: Conduct conference at Project site.

16 1.4 PROJECT CONDITIONS

- 17 A. Traffic: Minimize interference with adjoining roads, streets, walks, bicycle path and other  
18 adjacent occupied or used facilities during earth moving operations.

- 19 1. Do not close or obstruct street, walks, bicycle path or other adjacent occupied or used  
20 facilities without permission from Owner and authorities having jurisdiction.  
21 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or  
22 authorities having jurisdiction.

- 23 B. Utility Locator Service: Notify utility locator service for area where Project is located before  
24 beginning earth moving operations.

25 PART 2 - PRODUCTS

26 2.1 SOIL MATERIALS

- 27 A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not  
28 available from excavations.

- 1 B. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed  
2 stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch  
3 (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- 4 C. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed  
5 stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch  
6 (37.5-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- 7 D. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed  
8 stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch  
9 (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- 10 E. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed  
11 stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch  
12 (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- 13 F. Drainage Course: Narrowly graded mixture of crushed stone, or crushed or uncrushed gravel;  
14 ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-  
15 mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.
- 16 G. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and  
17 natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-  
18 inch (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.
- 19 H. Sand: ASTM C 33; fine aggregate.
- 20 I. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

21 2.2 ACCESSORIES

- 22 A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for  
23 marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously  
24 inscribed with a description of the utility; colored as follows:
- 25 1. Red: Electric.
  - 26 2. Yellow: Gas.
  - 27 3. Orange: Telephone and other communications.
  - 28 4. Blue: Water systems.
  - 29 5. Green: Sewer systems.

30 PART 3 - EXECUTION

31 3.1 PREPARATION

- 32 A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by  
33 settlement, lateral movement, undermining, washout, and other hazards created by earth moving  
34 operations.
- 35 B. Protect and maintain erosion and sedimentation controls during earth moving operations.

- 1 C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary  
2 protection before placing subsequent materials.

3 3.2 EXCAVATION, GENERAL

- 4 A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface  
5 and subsurface conditions encountered. Unclassified excavated materials may include rock, soil  
6 materials, and obstructions. No changes in the Contract Sum or the Contract Time will be  
7 authorized for rock excavation or removal of obstructions.

- 8 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials  
9 and rock, replace with satisfactory soil materials.  
10 2. Remove rock to lines and grades indicated to permit installation of permanent  
11 construction without exceeding the following dimensions:
- 12 a. 24 inches (600 mm) outside of concrete forms other than at footings.
  - 13 b. 12 inches (300 mm) outside of concrete forms at footings.
  - 14 c. 6 inches (150 mm) outside of minimum required dimensions of concrete cast  
15 against grade.
  - 16 d. 6 inches (150 mm) beneath pipe in trenches, and the greater of 24 inches (600 mm)  
17 wider than pipe or 42 inches (1065 mm) wide.

- 18 B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be  
19 classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned  
20 by Architect. The Contract Sum will be adjusted for rock excavation according to unit prices  
21 included in the Contract Documents. Changes in the Contract Time may be authorized for rock  
22 excavation.

- 23 1. Earth excavation includes excavating pavements and obstructions visible on surface;  
24 underground structures, utilities, and other items indicated to be removed; together with  
25 soil, boulders, and other materials not classified as rock or unauthorized excavation.

26 3.3 EXCAVATION FOR STRUCTURES

- 27 A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25  
28 mm). If applicable, extend excavations a sufficient distance from structures for placing and  
29 removing concrete formwork, for installing services and other construction, and for inspections.

- 30 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation.  
31 Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms  
32 to required lines and grades to leave solid base to receive other work.  
33 2. Pile Foundations: Stop excavations 6 to 12 inches (150 to 300 mm) above bottom of pile  
34 cap before piles are placed. After piles have been driven, remove loose and displaced  
35 material. Excavate to final grade, leaving solid base to receive concrete pile caps.  
36 3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility  
37 Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or  
38 minus 1 inch (25 mm). Do not disturb bottom of excavations intended as bearing  
39 surfaces.

1 3.4 EXCAVATION FOR FOOTINGS & UTILITY TRENCHES

2 A. Excavate trenches to indicated gradients, lines, depths, and elevations.

3 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below  
4 frost line.

5 B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or  
6 conduit. Excavate trench walls vertically from trench bottom to 12-inches (300 mm) higher than  
7 top of pipe or conduit unless otherwise indicated.

8 1. Clearance: 12 inches (300 mm) each side of pipe or conduit.

9 C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of  
10 pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of  
11 pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp  
12 objects along trench subgrade.

13 1. For pipes and conduit less than 6 inches (150 mm) in nominal diameter, hand-excavate  
14 trench bottoms and support pipe and conduit on an undisturbed subgrade.

15 2. For pipes and conduit 6 inches (150 mm) or larger in nominal diameter, shape bottom of  
16 trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions  
17 with tamped sand backfill.

18 3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support  
19 conduit on an undisturbed subgrade.

20 4. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other  
21 unyielding bearing material to allow for bedding course.

22 D. Trench Bottoms: Excavate trenches 4 inches (100 mm) deeper than bottom of pipe and conduit  
23 elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.

24 1. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other  
25 unyielding bearing material to allow for bedding course.

26 3.5 SUBGRADE INSPECTION

27 A. Notify Architect when excavations have reached required subgrade.

28 B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with  
29 compacted backfill or fill material as directed.

30 C. Authorized additional excavation and replacement material will be paid for according to  
31 Contract provisions.

32 D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or  
33 construction activities, as directed by Architect, without additional compensation.

34 3.6 UNAUTHORIZED EXCAVATION

35 A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation  
36 of concrete foundation or footing to excavation bottom, without altering top elevation. Lean

1 concrete fill, with 28-day compressive strength of 2500 psi (17.2 MPa), may be used when  
2 approved by Architect.

- 3 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by  
4 Architect.

### 5 3.7 STORAGE OF SOIL MATERIALS

6 A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing.  
7 Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

- 8 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of  
9 remaining trees.

### 10 3.8 BACKFILL

11 A. Place and compact backfill in excavations promptly, but not before completing the following:

- 12 1. Construction below finish grade including, where applicable, subdrainage, dampproofing,  
13 waterproofing, and perimeter insulation.  
14 2. Removing concrete formwork.  
15 3. Removing trash and debris.  
16 4. Removing temporary shoring and bracing, and sheeting.  
17 5. Installing permanent or temporary horizontal bracing on horizontally supported walls.

18 B. Place backfill on subgrades free of mud, frost, snow, or ice.

### 19 3.9 UTILITY TRENCH BACKFILL

20 A. Place backfill on subgrades free of mud, frost, snow, or ice.

21 B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding  
22 course to provide continuous support for bells, joints, and barrels of pipes and for joints,  
23 fittings, and bodies of conduits.

24 C. Backfill voids with satisfactory soil while removing shoring and bracing.

25 D. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a  
26 height of 12 inches (300 mm) over the pipe or conduit. Coordinate backfilling with utilities  
27 testing.

28 E. Place and compact final backfill of satisfactory soil to final subgrade elevation.

29 F. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to  
30 final subgrade elevation.

31 G. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6  
32 inches (150 mm) below subgrade under pavements and slabs.

- 1 3.10 SOIL FILL
- 2 A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill  
3 material will bond with existing material.
- 4 B. Place and compact fill material in layers to required elevations as follows:
- 5 1. Under grass and planted areas, use satisfactory soil material.  
6 2. Under walks and pavements, use satisfactory soil material.  
7 3. Under steps and ramps, use engineered fill.  
8 4. Under building slabs, use engineered fill.  
9 5. Under footings and foundations, use engineered fill.
- 10 C. Place soil fill on subgrades free of mud, frost, snow, or ice.

11 3.11 SOIL MOISTURE CONTROL

- 12 A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before  
13 compaction to within 2 percent of optimum moisture content.
- 14 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain  
15 frost or ice.  
16 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that  
17 exceeds optimum moisture content by 2 percent and is too wet to compact to specified  
18 dry unit weight.

19 3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

- 20 A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material  
21 compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose  
22 depth for material compacted by hand-operated tampers.
- 23 B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and  
24 uniformly along the full length of each structure.
- 25 C. Compact soil materials to not less than the following percentages of maximum dry unit weight  
26 according to ASTM D 698.

27 3.13 GRADING

- 28 A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply  
29 with compaction requirements and grade to cross sections, lines, and elevations indicated.
- 30 1. Provide a smooth transition between adjacent existing grades and new grades.  
31 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface  
32 tolerances.
- 33 B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding.  
34 Finish subgrades to required elevations within the following tolerances:

- 1 1. Turf or Unpaved Areas: Plus or minus 1 inch (25 mm).
- 2 2. Walks: Plus or minus 1 inch (25 mm).
- 3 3. Pavements: Plus or minus 1/2 inch (13 mm).
  
- 4 C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch (13 mm) when tested
- 5 with a 10-foot (3-m) straightedge.
  
- 6 3.14 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS
  
- 7 A. Place subbase course on subgrades free of mud, frost, snow, or ice.
  
- 8 B. On prepared subgrade, place subbase course under pavements and walks as follows:
  
- 9 1. Install separation geotextile on prepared subgrade according to manufacturer's written
- 10 instructions, overlapping sides and ends.
- 11 2. Place base course material over subbase course under hot-mix asphalt pavement.
- 12 3. Shape subbase course to required crown elevations and cross-slope grades.
- 13 4. Place subbase course 6 inches (150 mm) or less in compacted thickness in a single layer.
- 14 5. Place subbase course and base course that exceeds 6 inches (150 mm) in compacted
- 15 thickness in layers of equal thickness, with no compacted layer more than 6 inches (150
- 16 mm) thick or less than 3 inches (75 mm) thick.
- 17 6. Compact subbase course and base course at optimum moisture content to required grades,
- 18 lines, cross sections, and thickness to not less than 95 percent of maximum dry unit
- 19 weight according to ASTM D 698.
  
- 20 3.15 FIELD QUALITY CONTROL
  
- 21 A. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed
- 22 to verify design bearing capacities. Subsequent verification and approval of other footing
- 23 subgrades may be based on a visual comparison of subgrade with tested subgrade when
- 24 approved by Architect.
  
- 25 3.16 PROTECTION
  
- 26 A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep
- 27 free of trash and debris.
  
- 28 B. Repair and reestablish grades to specified tolerances where completed or partially completed
- 29 surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent
- 30 construction operations or weather conditions.
  
- 31 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and
- 32 recompact.
  
- 33 C. Where settling occurs before Project correction period elapses, remove finished surfacing,
- 34 backfill with additional soil material, compact, and reconstruct surfacing.
  
- 35 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work,
- 36 and eliminate evidence of restoration to greatest extent possible.

1 3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

2 « A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and  
3 debris, and legally dispose of them off Owner's property.

4 B. Transport surplus satisfactory soil to designated storage areas on Owner's property.

5 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally  
6 dispose of them off Owner's property.

7 **END OF SECTION**



1 SECTION 32 93 00

2 PLANTS

3 PART 1 - GENERAL

4 1.1 SUMMARY

5 A. Section Includes:

- 6 1. Plants.
- 7 2. Tree-watering devices.
- 8 3. Landscape edgings.

9 1.2 SUBMITTALS

- 10 A. Product Data: For each type of product.
- 11 B. Samples of each type of mulch.
- 12 C. Product certificates.
- 13 D. Sample warranty.
- 14 E. Maintenance Data: Recommended procedures to be established by Owner for maintenance of
- 15 plants during a calendar year.

16 1.3 QUALITY ASSURANCE

- 17 A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor
- 18 on Project site when work is in progress.
- 19 1. Pesticide Applicator: State licensed, commercial.

20 1.4 DELIVERY, STORAGE, AND HANDLING

- 21 A. Deliver bare-root stock plants within 24 hours of digging. Immediately after digging up bare-
- 22 root stock, pack root system in wet straw, hay, or other suitable material to keep root system
- 23 moist until planting. Transport in covered, temperature-controlled vehicles, and keep plants cool
- 24 and protected from sun and wind at all times.
- 25 B. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from
- 26 sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not
- 27 bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide
- 28 protective covering of plants during shipping and delivery. Do not drop plants during delivery
- 29 and handling.

- 1 C. Handle planting stock by root ball.
- 2 D. Deliver plants after preparations for planting have been completed, and install immediately. If  
3 planting is delayed more than six hours after delivery, set plants in their appropriate aspect (sun,  
4 filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

5 1.5 WARRANTY

6 A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in  
7 materials, workmanship, or growth within specified warranty period.

8 1. Failures include, but are not limited to, the following:

- 9 a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of  
10 adequate maintenance, or neglect by Owner.  
11 b. Structural failures including plantings falling or blowing over.

12 2. Warranty Periods: From date of planting completion.

- 13 a. Trees, Shrubs, Vines; and Ornamental Grasses: 12 months.  
14 b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.  
15 c. Annuals: Three months.

16 PART 2 - PRODUCTS

17 2.1 PLANT MATERIAL

18 A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form,  
19 shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated  
20 on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by  
21 transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock,  
22 densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots,  
23 sun scald, injuries, abrasions, and disfigurement.

24 B. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which  
25 begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.

26 2.2 FERTILIZERS

27 A. Planting Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade  
28 planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting  
29 nutrients into a form that can be absorbed by plant roots.

- 30 1. Size: 5-gram tablets.  
31 2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent  
32 potassium, by weight plus micronutrients.

1 2.3 MULCHES

2 A. Organic Mulch: Natural ground or shredded bark.

3 2.4 WEED-CONTROL BARRIERS

4 A. Composite Fabric: Woven, needle-punched polypropylene substrate bonded to a nonwoven  
5 polypropylene fabric, 4.8 oz./sq. yd. (162 g/sq. m).

6 2.5 PESTICIDES

7 A. General: Pesticide registered and approved by the EPA, acceptable to authorities having  
8 jurisdiction, and of type recommended by manufacturer for each specific problem and as  
9 required for Project conditions and application. Do not use restricted pesticides unless  
10 authorized in writing by authorities having jurisdiction.

11 PART 3 - EXECUTION

12 3.1 EXCAVATION FOR TREES AND SHRUBS

13 A. Planting Pits and Trenches: Excavate circular planting pits.

- 14 1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with  
15 vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom  
16 raised slightly to support root ball and assist in drainage away from center. Do not further  
17 disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling.  
18 Scarify sides of planting pit smeared or smoothed during excavation.
- 19 2. Excavate approximately three times as wide as ball diameter.
- 20 3. Excavate at least 12 inches (300 mm) wider than root spread and deep enough to  
21 accommodate vertical roots for bare-root stock.
- 22 4. Do not excavate deeper than depth of the root ball, measured from the root flare to the  
23 bottom of the root ball.

24 B. Backfill Soil: Subsoil and topsoil removed from excavations may be used as backfill soil unless  
25 otherwise indicated.

26 3.2 TREE AND SHRUB PLANTING

27 A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to  
28 ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to  
29 where the top-most root emerges from the trunk. After soil removal to expose the root flare,  
30 verify that root ball still meets size requirements.

31 B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly;  
32 do not break.

- 1 C. Set each plant plumb and in center of planting pit or trench with root flare 1 inch (25 mm)  
2 above adjacent finish grades.
- 3 1. Backfill: Planting soil for trees, use excavated soil for backfill.  
4 2. Balled and Burlapped Stock: After placing some backfill around root ball to stabilize  
5 plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and  
6 from sides, but do not remove from under root balls. Remove pallets, if any, before  
7 setting. Do not use planting stock if root ball is cracked or broken before or during  
8 planting operation.  
9 3. Balled and Potted and Container-Grown Stock: Carefully remove root ball from container  
10 without damaging root ball or plant.  
11 4. Fabric Bag-Grown Stock: Carefully remove root ball from fabric bag without damaging  
12 root ball or plant. Do not use planting stock if root ball is cracked or broken before or  
13 during planting operation.  
14 5. Bare-Root Stock: Support stem of each plant and spread roots without tangling or turning  
15 toward surface. Plumb before backfilling, and maintain plumb while working. Carefully  
16 work backfill around roots by hand. Bring roots into close contact with the soil.  
17 6. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air  
18 pockets. When planting pit is approximately one-half filled, water thoroughly before  
19 placing remainder of backfill. Repeat watering until no more water is absorbed.  
20 7. Place planting tablets equally distributed around each planting pit when pit is  
21 approximately one-half filled. Place tablets beside the root ball about 1 inch (25 mm)  
22 from root tips; do not place tablets in bottom of the hole.
- 23 a. Bare-Root Stock: Place tablets beside soil-covered roots; do not place tablets  
24 touching the roots.  
25 b. Quantity: Three for each caliper inch of plant.
- 26 8. Continue backfilling process. Water again after placing and tamping final layer of soil.
- 27 D. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with  
28 the surrounding soil on the slope; the edge of the root ball on the downhill side will be above  
29 the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

### 30 3.3 TREE AND SHRUB PRUNING

- 31 A. Remove only dead, dying, or broken branches. Do not prune for shape.
- 32 B. Prune, thin, and shape trees, shrubs, and vines as directed by Architect.
- 33 C. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural  
34 and arboricultural practices. Unless otherwise indicated by Architect, do not cut tree leaders;  
35 remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural  
36 character.
- 37 D. Do not apply pruning paint to wounds.

1 3.4 PLANT MAINTENANCE

- 2 A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring  
3 planting saucers, resetting to proper grades or vertical position, and performing other operations  
4 as required to establish healthy, viable plantings.
- 5 B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes.  
6 Replace mulch materials damaged or lost in areas of subsidence.
- 7 C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and  
8 pathogens or disease. Use integrated pest management practices when possible to minimize use  
9 of pesticides and reduce hazards. Treatments include physical controls such as hosing off  
10 foliage, mechanical controls such as traps, and biological control agents.
- 11 D. Apply pesticides and other chemical products and biological control agents according to  
12 authorities having jurisdiction and manufacturer's written recommendations. Coordinate  
13 applications with Owner's operations and others in proximity to the Work. Notify Owner before  
14 each application is performed.
- 15 E. Protect plants from damage due to landscape operations and operations of other contractors and  
16 trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace  
17 damaged plantings.

18 3.5 MAINTENANCE SERVICE

- 19 A. Maintenance Service: Provide maintenance by skilled employees of landscape Installer.  
20 Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after  
21 plants are installed and continue until plantings are acceptably healthy and well established, but  
22 for not less than maintenance period below:
  - 23 1. Maintenance Period for Trees and Shrubs: 12 months from date of planting completion.
  - 24 2. Maintenance Period for Ground Cover and Other Plants: Six months from date of  
25 planting completion.

26 **END-OF SECTION**



Department of Public Works  
**Engineering Division**  
Robert F. Phillips, P.E., City Engineer  
City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4751  
Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Assistant City Engineer**  
Michael R. Dailey, P.E.  
**Principal Engineer 2**  
Gregory T. Fries, P.E.  
Christopher J. Petykowski, P.E.  
**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Eric L. Dundee, P.E.  
John S. Fahrney, P.E.  
**Facilities & Sustainability**  
Jeanne E. Hoffman, Manager  
**Operations Manager**  
Kathleen M. Cryan  
**Mapping Section Manager**  
Eric T. Pederson, P.S.  
**Financial Manager**  
Steven B. Danner-Rivers

April 6, 2016

**NOTICE OF ADDENDUM NO. 1**

**CONTRACT NO. 7702**

**MONONA TERRACE EXTERIOR SIGNAGE IMPROVEMENTS**

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

**BID SUBMISSION AND OPENING:**

Modify Section A: ADVERTISEMENT FOR BID:  
BID SUBMISSION (1:00 P.M.) APRIL 13, 2016  
BID OPEN (1:30 P.M.) APRIL 13, 2016

**Specification Section D: Special Provisions: Revise text below.**

**ARTICLE 104: SCOPE OF WORK**

This contract is to rehabilitate the existing exterior marquee sign and the existing parking entrance sign at Monona Terrace Community & Convention Center. The scope of this work is to construct a 10 foot high concrete support wall for a new electronic message center board.

**Specification Section D: Special Provisions: Delete text below.**

~~SECTION 109.7 — TIME OF COMPLETION~~

~~Work shall begin only after the contract is completely executed and the start work letter is received.~~

~~The Contractor shall have reached a level of Construction Closeout and Certificate of Occupancy NO LATER THAN July 22, 2016.~~

~~The Contractor shall have reached a level of Contract Closeout NO LATER THAN August 19, 2016.~~

~~SECTION 109.7 — LIQUIDATED DAMAGES~~

~~The fixed, agreed and liquidated damages for failure to complete Construction Closeout by the above specified date shall be \$1155.00 per calendar day for each calendar day in which the work remains incomplete.~~

~~The fixed, agreed and liquidated damages for failure to complete Contract closeout by the above specified date shall be \$400.00 per calendar day for each calendar day in which the contract remains open.~~

April 7, 2016

Page 2

~~In no case shall the total fixed, agreed and liquidated damages exceed \$1155.00 per calendar day.~~

**Specification Section D: Special Provisions: Add text below.**

**SECTION 109.2 PROSECUTION OF THE WORK**

Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so and shall be carried on at a rate so as to secure full completion within 98 calendar days, the rate of progress and the timeline of completion being essential conditions of the Agreement. The fixed, agreed upon, liquidated damages for failure to complete all work within the Contract Time, shall be calculated in accordance with Article 109 of the Standard Specifications.

**Plans:**

Add notes to drawings T0.1 and A1.0 to omit the parking entrance sign for clarification purposes. The parking entrance sign is not in the scope of this project.

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is written in a cursive style with large, looping letters.

Robert F. Phillips, P.E., City Engineer

## SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

### REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

#### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	MONONA TERRACE EXTERIOR SIGNAGE IMPROVEMENTS
CONTRACT NO.:	7702
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	APRIL 1, 2016
BID SUBMISSION (1:00 P.M.)	APRIL 13, 2016
BID OPEN (1:30 P.M.)	APRIL 13, 2016
PUBLISHED IN WSJ	MARCH 18, 25 & APRIL 1 & 8, 2016

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://www.cityofmadison.com/business/pw/forms.cfm). If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

THE BID OPENING is at 1600 EMIL ST., MADISON, WI 53713.

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2016 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

The Contractor shall review these Specifications prior to preparation of proposals for the work to be done under this contract, with specific attention to Article 102, "BIDDING REQUIREMENTS AND CONDITIONS" and Article 103, "AWARD AND EXECUTION OF THE CONTRACT." For the convenience of the bidder, below are highlights of three subsections of the specifications.

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

In accordance with Wisconsin State Statutes 66.0901 (2) and (3), all bidders must submit to the Board of Public Works proof of responsibility on forms furnished by the City. The City requires that all bidders be qualified on a biennial basis.

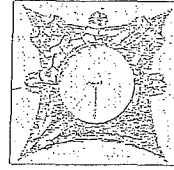
Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

In accordance with Section 39.02(9)(a)l. of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.



ISTHMUS  
ARCHITECTURE, INC.

613 Williamson Street  
Suite 203  
Madison, WI 53703  
Phone: 608.294.0206



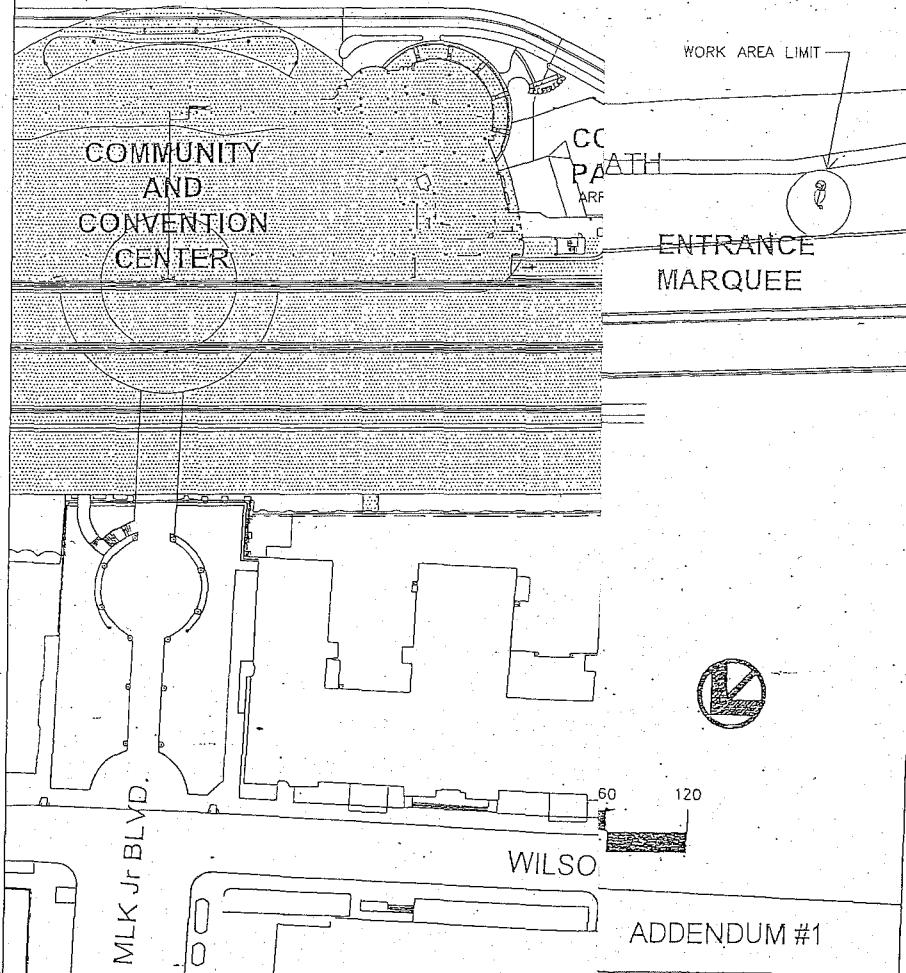
REVISED

GENERAL NOTES

1. ALL PUBLIC STREETS AND BICYCLE PATH ARE TO REMAIN OPEN AND OPERATIONAL - NO EXCEPTIONS.
2. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PLAN REVIEWS, PERMITS, INSPECTIONS AND TESTING.
3. FIELD VERIFY AND MARK ALL UTILITIES. PRIOR TO CONSTRUCTION, CONTACT DIGGERS HOTLINE.
4. CONTRACTORS SHALL FIELD VERIFY ALL DIMENSIONS WITH EXISTING CONDITIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
5. IT IS THE RESPONSIBILITY OF EVERY CONTRACTOR/SUB CONTRACTOR TO REVIEW THE ENTIRE SET OF DRAWINGS AND SPECIFICATIONS.

INDEX

TITLE SHEET--EXISTING SITE PLAN  
PLANS AND DETAILS



Exterior Signage Improvements

Monona Terrace Community & Convention Center  
One John Nolen Drive, Madison, WI 53703

Proj. No.:	1509.01
Scale:	NOTED
Drawn By:	pr
Date:	02-10-2016
Rebid Date:	DATE
Rev. Date:	DATE

SITE PLAN

Sheet Title

Sheet No:

T 0.1

# MONONA TERRACE

ARCHITECT WILL SUPPLY  
DIGITAL FILE FOR LETTERS

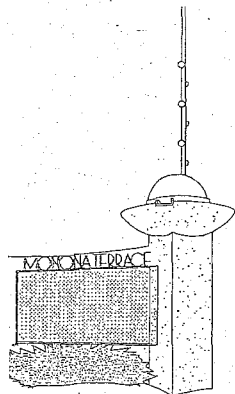
LETTERS TO BE INDIVIDUALLY MOUNTED  
TO DIGITAL SIGN CASE AND ILLUMINATED  
WITH CONCEALED LED UP-LIGHT PROVIDED  
BY DIGITAL SIGN PROVIDER

LED UP-LIGHT STRIP PROVIDED  
BY DIGITAL SIGN PROVIDER

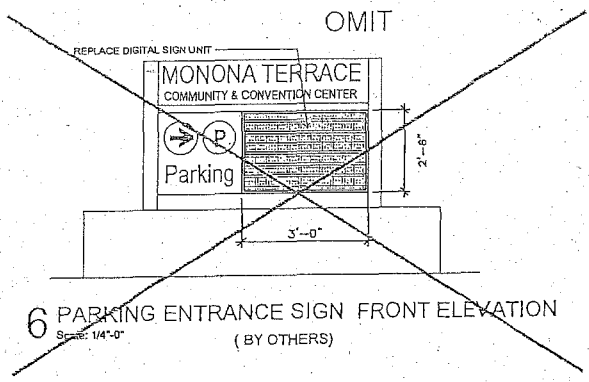
FREE STANDING LETTERING DETAIL  
1/32" - 0"  
(BY OTHERS) OWNER FURNISHED/OWNER INSTALLED

### SIGNAGE SCHEDULE

- A. MARQUEE DIGITAL SIGN BOARD WITH EXTERNALLY ILLUMINATED FREE-STANDING CAST CUSTOM LETTERS. OWNER FURNISHED/OWNER INSTALLED
- B. PARKING SIGN DIGITAL SIGN PANEL OMIT

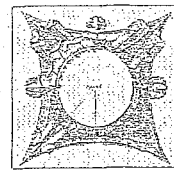


view from bicycle path



ISTHMUS  
ARCHITECTURE, INC.

613 Williamson Street  
Suite 203  
Madison, WI 53703  
Phone: 608.294.0206



## Exterior Signage Improvements

Monona Terrace Community & Convention Center  
One John Nolen Drive, Madison, WI 53703

Proj. No.: 1509.01

Scale: NOTED

Drawn By: pr

Date: 02-10-2016

Rebid Date:

Rev. Date:

PLANS +  
DETAILS

Sheet Title

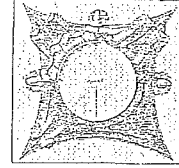
Sheet No:

# A1.0

ADDENDUM #1

ISTHMUS  
ARCHITECTURE, INC.

613 Williamson Street  
Suite 203  
Madison, WI 53703  
Phone: 608.294.0206



ORIGINAL

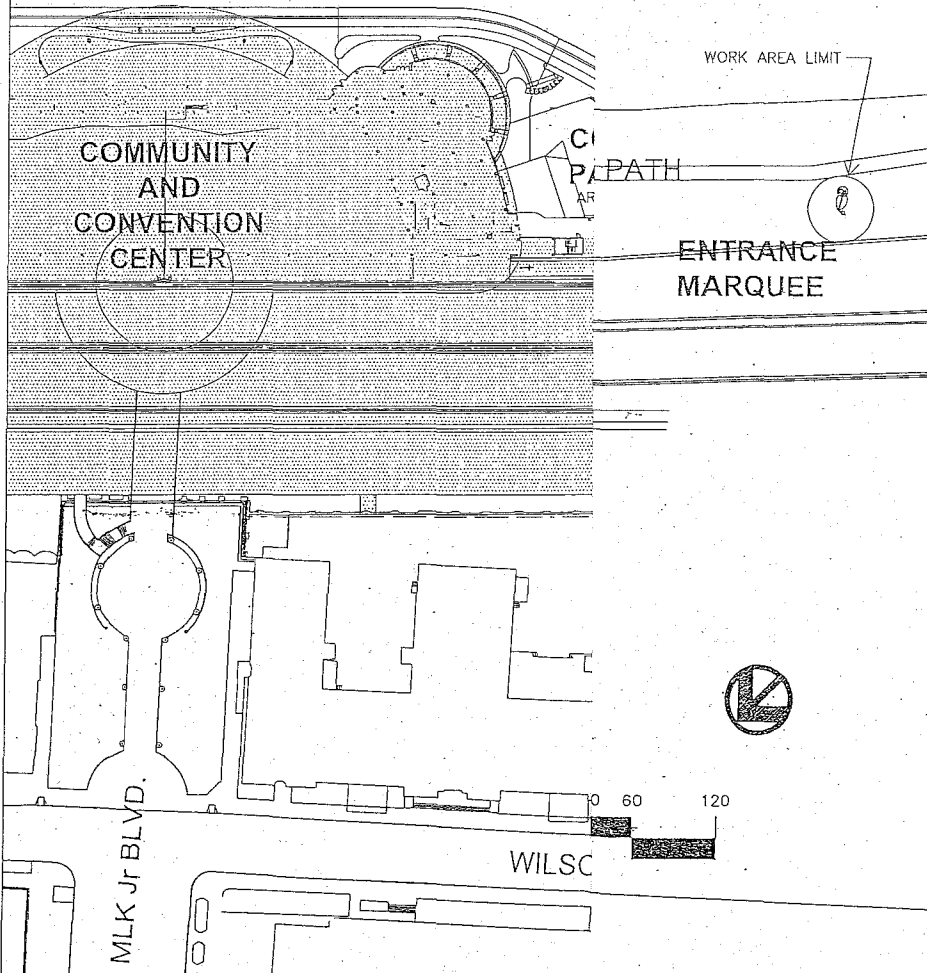
E

### GENERAL NOTES

1. ALL PUBLIC STREETS AND BICYCLE PATH ARE TO REMAIN OPEN AND OPERATIONAL - NO EXCEPTIONS.
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### WING INDEX

TITLE SHEET - EXISTING SITE PLAN  
PLANS AND DETAILS



## Exterior Signage Improvements

Monona Terrace Community & Convention Center  
One John Nolen Drive, Madison, WI 53703

Proj. No.:	1509.01
Scale:	NOTED
Drawn By:	pr
Date:	02-10-2016
Rebid Date:	DATE
Rev. Date:	DATE

### SITE PLAN

Sheet Title

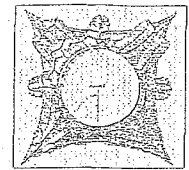
Sheet No:

# T 0.1

# MONONA TERRACE

ISTHMUS  
ARCHITECTURE, INC.

613 Williamson Street  
Suite 203  
Madison, WI 53703  
Phone: 608.294.0206



ARCHITECT WILL SUPPLY  
ELECTRONIC FILE FOR LETTERS

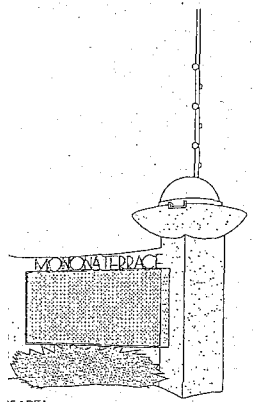
LETTERS TO BE INDIVIDUALLY MOUNTED  
TO DIGITAL SIGN CASE AND ILLUMINATED  
WITH CONCEALED LED UP-LIGHT PROVIDED  
BY DIGITAL SIGN PROVIDER

LED UP-LIGHT STRIP PROVIDED  
BY DIGITAL SIGN PROVIDER

## FREE STANDING LETTERING DETAIL Scale: 3/4"=0' (BY OTHERS)

### SIGNAGE SCHEDULE

- A. MARQUEE DIGITAL SIGN BOARD WITH EXTERNALLY ILLUMINATED FREE-STANDING CAST CUSTOM LETTERS.
- B. PARKING SIGN DIGITAL SIGN PANEL



view from bicycle path

IF AREA  
CONDITION  
AREAS

**Exterior Signage Improvements**  
 Monona Terrace Community & Convention Center  
 One John Nolen Drive, Madison, WI 53703

Proj. No.: 1509.01

Scale: NOTED

Drawn By: pr

Date: 02-10-2016

Rebid Date:

Rev. Date:

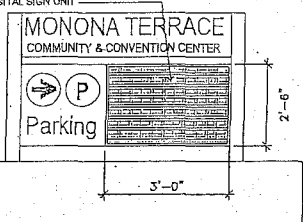
PLANS +  
DETAILS

Sheet Title

Sheet No:

# A1.0

REPLACE DIGITAL SIGN UNIT



**6** PARKING ENTRANCE SIGN FRONT ELEVATION  
Scale: 1/4"=0' (BY OTHERS)

SECTION E: BIDDERS ACKNOWLEDGEMENT

MONONA TERRACE EXTERIOR SIGNAGE IMPROVEMENTS  
CONTRACT NO. 7702

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

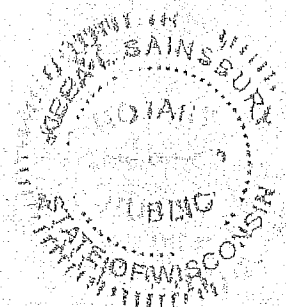
- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2016 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. \_\_\_\_\_ through \_\_\_\_\_ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
- If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- I hereby certify that all statements herein are made on behalf of Joe Daniels Construction Co., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of \_\_\_\_\_; a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Jerrald M. Daniels  
 SIGNATURE Jerrald M. Daniels  
 Corporate Secretary  
 TITLE, IF ANY

Sworn and subscribed to before me this  
13th day of April, 2016.

Heena J. Sainobory  
 (Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 07/17/2016

Bidders shall not add any conditions or qualifying statements to this Proposal.



**Contract 7702 – Joe Daniels Construction Co., Inc.**

Section E: Bidder's Acknowledgement

This section is a required document for the bid to be considered complete. There are two methods for completing the Bidder Acknowledgement Report. Method one: The report can be downloaded, completed, and uploaded to this site to be included with your electronic bid. Method two: The report can be downloaded from the site and submitted by hand to the City of Madison. Either method of submission requires that the Bidder Acknowledgement Report be received by the bid due date.

Please select the method of submission below. The form is in the section below to download and upload to the site or download and submit by hand.

Please check the box in the Upload section if submitting the report by hand.

Method of Submittal for Bidder Acknowledgement (click in box below to choose) \*

I will download Bidder Acknowledgement Downloadable Document, complete, and upload online.

The bidder acknowledges receipt of the following addenda to the contract for the above designated project. Please check the appropriate box for each addendum reviewed. If no addenda have been issued, then no boxes are required to be checked.

Any addenda issues after 12:00 P.M. on the Wednesday proceeding the bid due date shall include a provision extending the bid due date.

Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

- Addendum 1 \*
- Addendum 2
- Addendum 3
- Addendum 4
- Addendum 5
- Addendum 6

Section F: Disclosure of Ownership and BVC

This section is a required document for the bid to be considered complete. There are two methods for completing the Disclosure of Ownership and BVC form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Method of Submittal for Disclosure of Ownership and BVC (click in box below to choose) \*  
I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

Section F: Disclosure of Ownership and Best Value Contracting

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

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.

(A) The contractor, or a shareholder, officer or partner of the contractor:

1. Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
2. Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Not Applicable

Name of Business

Street Address or PO Box

City

State and Zip Code

Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

- The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.



LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER
- ELECTRICIAN
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT and FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER and WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

MONONA TERRACE EXTERIOR SIGNAGE  
IMPROVEMENTS

CONTRACT NO. 7702

DATE: 4/8/2016

Joe Daniels Construction  
Co., Inc.

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
90001 - Base Bid - Lump Sum	1.00	\$40,595.00	\$40,595.00
1 Items	Totals		\$40,595.00



Department of Public Works  
**City Engineering Division**

Larry D. Nelson, P.E.  
City Engineer

City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
608 264 9275 FAX  
1 866 704 2315 Textnet

**608 266 4751**

**Deputy City Engineer**  
Robert F. Phillips, P.E.

**Principal Engineers**  
Michael R. Dalley, P.E.  
Christina M. Bachmann, P.E.  
John S. Fahrney, P.E.  
Gregory T. Fries, P.E.

**Facilities & Sustainability**  
Jeanne E. Hoffman, Manager  
James C. Whitney, A.I.A.

**Operations Supervisor**  
Kathleen M. Cryan

**Hydrogeologist**  
Joseph L. DeMorett, P.G.

**GIS Manager**  
David A. Davis, R.L.S.

**Financial Officer**  
Steven B. Danner-Rivers

**BIENNIAL BID BOND**

Joe Daniels Construction Co., Inc.

(a corporation of the State of Wisconsin)

(individual), (partnership), (hereinafter referred to as the "Principal") and  
The Cincinnati Insurance Company

a corporation of the State of Ohio (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2016 through January 31, 2018.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages;

The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

**PRINCIPAL**

Joe Daniels Construction Co., Inc.

COMPANY NAME

AFFIX SEAL  
(no seal)

11-17-2015

DATE

By:



SIGNATURE AND TITLE  
Joseph A. Daniels - President

**SURETY**

The Cincinnati Insurance Company

COMPANY NAME

AFFIX SEAL

11-17-2015

DATE

By:



SIGNATURE AND TITLE  
Elizabeth Mosca, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2530156 for the year 2016, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

11-17-2015

DATE

Liz Mosca

AGENT

PO Box 259408

ADDRESS

Madison, WI 53725

CITY, STATE AND ZIP CODE

608-252-9674

TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Tim Hausmann; Jeff Hausmann; Sheila Dickey; Judith A. Walker; Patrick A. McKenna; Brooke L. Parker and/or Elizabeth Mosca

of Madison, Wisconsin its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Thirty Million and No/100 Dollars (\$30,000,000.00).

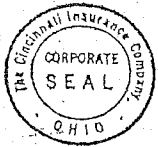
This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO ) ss:
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

Handwritten signature of Stephanie A. Justice

Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Handwritten signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date, Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 17 day of November 2015



Handwritten signature of Scott R. Bolan

Assistant Secretary

## SECTION H: AGREEMENT

THIS AGREEMENT made this 4<sup>th</sup> day of MAY in the year Two Thousand and Sixteen between JOE DANIELS CONSTRUCTION CO., INC., hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MAY 3, 2016, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

### MONONA TERRACE EXTERIOR SIGNAGE IMPROVEMENTS CONTRACT NO. 7702

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of FORTY THOUSAND FIVE HUNDRED NINETY-FIVE (\$40,595.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

**General and Authorization.** The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

"Public Works" shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.

"Building or work" includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphaltic concrete or stone which is incorporated into the work under contract with the City by depositing the material directly in final place from transporting vehicle.

"Erection, construction, remodeling, repairing" means all types of work done on a particular building or work at the site thereof in the construction or development of the project, including without limitation, erecting, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building or work done by the employees of the Contractor, Subcontractor, or Agent thereof, and the manufacturing or furnishing of

materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

"Employees working on the project" means laborers, workers, and mechanics employed directly upon the site of work.

"Laborers, Workers, and Mechanics" include pre-apprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

**Establishment of Wage Rates.** The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate is attached hereto.

**Workforce Profile.** The Contractor shall, at the time of signature of the contract, notify the City Engineer in writing of the names and classifications of all the employees of the Contractor, Subcontractors, and Agents proposed for the work. In the alternative, the Contractor shall submit in writing the classifications of all the employees of the Contractor, Subcontractors and Agents and the total number of hours estimated in each classification for the work. This workforce profile(s) shall be reviewed by the City Engineer who may, within ten (10) days, object to the workforce profile(s) as not being reflective of that which would be required for the work. The Contractor may request that the workforce profile, or a portion of the workforce profile, be submitted after the signature of the contract but at least ten (10) days prior to the work commencing. Any costs or time loss resulting from modifications to the workforce profile as a result of the City Engineer's objections shall be the responsibility of the Contractor.

**Payrolls and Records.** The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the Contractor's subcontractors and agents. Such weekly payroll records must include the required information for all City contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. The Contractor shall also keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage paid to the employee.

The Contractor shall submit the weekly payroll records, including the records of the Contractor's subcontractors and agents, to the City Engineer for every week that work is being done on the contract. The submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate and each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the

contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has varying rates of pay which are determined by the type of work that is done within the classification. For example, the classification "Operating Engineer" provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Engineer" based on the highest class of work that is done in one day. Therefore, an "Operating Engineer's" rate may vary on a day to day basis depending on the type of work that is done, but it will never be less than the base rate of an "Operating Engineer". Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the Contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employee's proper classification.

Questions regarding an employee's classification, rate of pay or rate of pay within a classification, shall be resolved by reference to the established practice that predominates in the industry and on which the trade or occupation rate/classification is based. Rate of pay and classification disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determination by appropriate recognized trade unions operating within the City of Madison.

The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

Mulcting of the employees by the Contractor, Subcontractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Subcontractor, and Agents shall not be reduced or otherwise diminished as a result of payment of the prevailing wage rate on a public works contract.

**Hourly contributions.** Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD. 290.01(10), Wis. Admin. Code.

**Apprentices and Subjourney persons.** Apprentices and sub journeypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.

**Straight Time Wages.** The Contractor may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wis. Admin. Code.

**Overtime Wages.** The Contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wis. Admin. Code.

**Posting of Wage Rates and Hours.** A clearly legible copy of the prevailing wage rate, together with the provisions of Sec. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the Contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.

**Evidence of Compliance by Contractor.** Upon completion of the contract, the Contractor shall file with the Department of Public Works an affidavit stating:

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the



names and addresses of all of the subcontractors and agents who worked on the contract.

- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

**Failure to Comply with the Prevailing Wage Rate.** If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract. In addition, if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

**Establishment of Wage Rates.** The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate and DWD prevailing wage requirements are attached hereto as Sec. I of the contract.

5. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement  
Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or worker's representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

Article V

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works contractors in a form approved by the Affirmative Action Division Manager.

Article VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City Affirmative Action Division with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

Article VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this contract or Section 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.

3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

#### Article VIII

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

#### Article IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this Article.)

6. Substance Abuse Prevention Program Required. Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503.
7. **Contractor Hiring Practices.**

#### **Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)**

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(l), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

- a. **Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
  1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
  2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.

3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

**c. Exemptions:** This section shall not apply when:

1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

**MONONA TERRACE EXTERIOR SIGNAGE IMPROVEMENTS  
CONTRACT NO. 7702**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

Keena L. Sansbury 5/4/16  
Witness Date  
Keena L. Sansbury 5/4/16  
Witness Date

JOE DANIELS CONSTRUCTION CO., INC.  
Company Name  
Joseph A. Daniels 5/4/16  
President Date  
Jerrald M. Daniels 5/4/16  
Secretary Date  
Jerrald M. Daniels

CITY OF MADISON, WISCONSIN

Provisions have been made to pay the liability that will accrue under this contract.

[Signature]  
Finance Director

Approved as to form:

[Signature]  
City Attorney

Signed this 25<sup>th</sup> day of may, 2016

[Signature]  
Witness  
Thomas Lund  
Witness

[Signature] 5/25/16  
Mayor Date  
Maibeth Witzel-Behl 5-10-2016  
City Clerk Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we JOE DANIELS CONSTRUCTION CO., INC. as principal, and THE CINCINNATI INSURANCE COMPANY Company of CINCINNATI, OHIO as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FORTY THOUSAND FIVE HUNDRED NINETY-FIVE (\$40,595.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

**MONONA TERRACE EXTERIOR SIGNAGE IMPROVEMENTS  
CONTRACT NO. 7702**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 4th day of May 2016

Countersigned:

Kevin J. Sansbury  
Witness

Jerrald M. Daniels  
Secretary

Jerrald M. Daniels  
Approved as to form:

Neil P. My  
City Attorney

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 650765 for the year 2016, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 4, 2016  
Date

JOE DANIELS CONSTRUCTION CO., INC.

Company Name (Principal)

Joseph A. Daniels  
President  
Joseph A. Daniels

Seal (no seal)

THE CINCINNATI INSURANCE COMPANY

Surety Seal

Salary Employee  Commission

By Patrick A. McKenna  
Attorney-in-Fact  
Patrick A. McKenna

Patrick A. McKenna  
Agent Signature  
Patrick A. McKenna

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Tim Hausmann; Jeff Hausmann; Sheila Dickey; Judith A. Walker; Patrick A. McKenna; Brooke L. Parker and/or Elizabeth Mosca

of Madison, Wisconsin its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Vice President

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 4th day of May, 2016



Signature of Assistant Secretary

Assistant Secretary

**SECTION J: PREVAILING WAGE RATES**  
NOT APPLICABLE