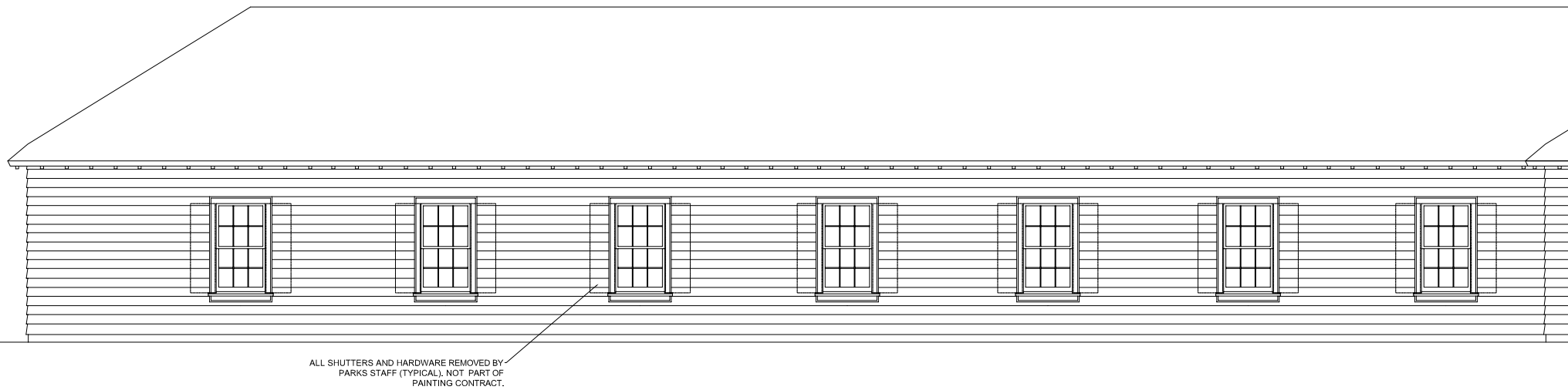
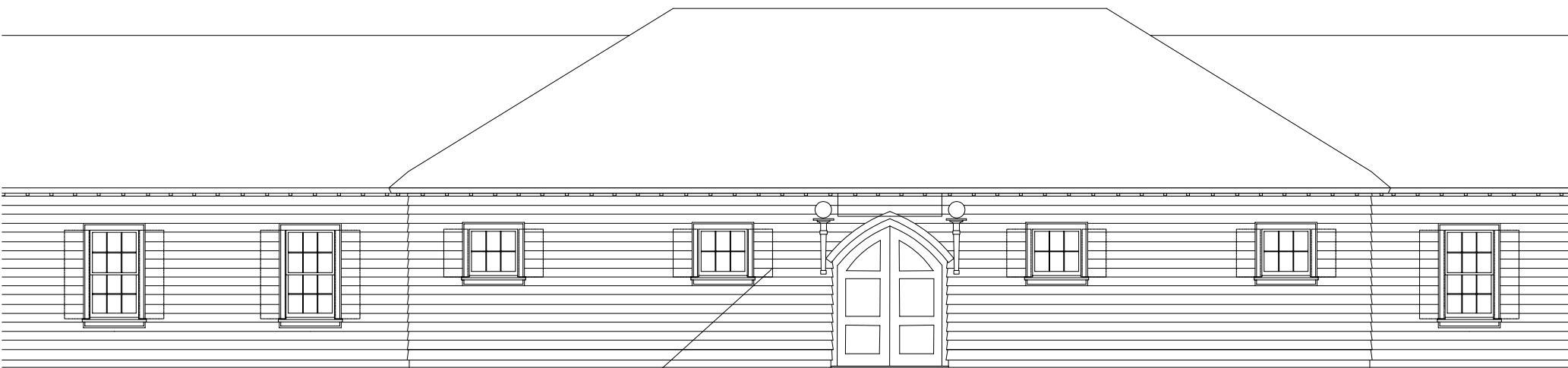


Attachment C

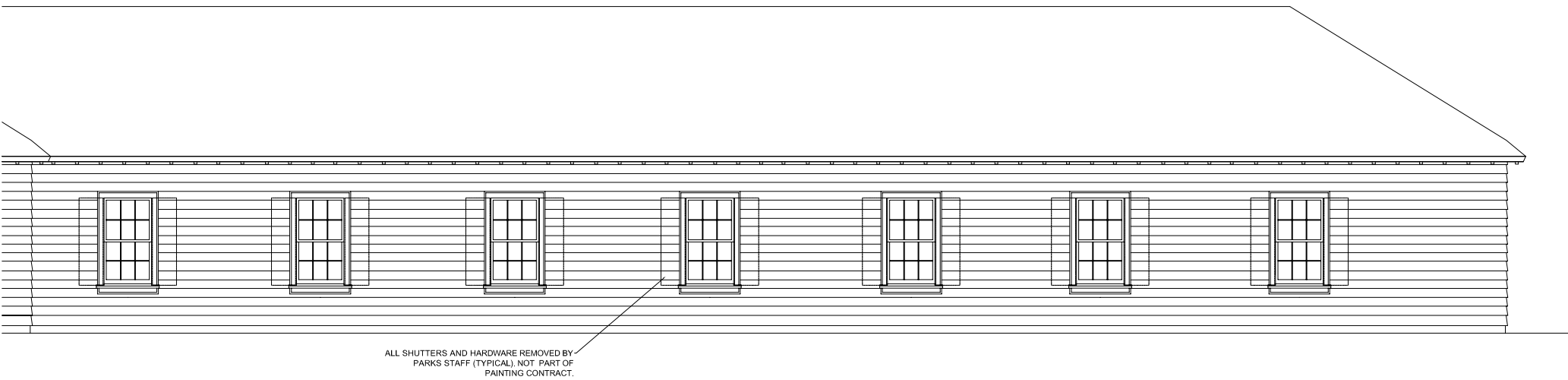


BRITTINGHAM BOATHOUSE
NORTH SECTION OF WEST ELEVATION
MAY 2023
NO SCALE



ALL SHUTTERS AND HARDWARE REMOVED BY
PARKS STAFF (TYPICAL), NOT PART OF
PAINTING CONTRACT.

BRITTINGHAM BOATHOUSE
CENTRAL SECTION OF WEST ELEVATION
MAY 2023
NO SCALE



BRITTINGHAM BOATHOUSE
SOUTH SECTION OF WEST ELEVATION
MAY 2023
NO SCALE

Attachment D

Project Manual
SPECIFICATIONS

Brittingham Boathouse

Exterior Painting – West Elevation

617 North Shore Drive
Madison, WI 53703

Madison RFB# 12039-0-2023-AH
Munis #10564



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PART 1 – GENERAL

1.1. SUMMARY

- A. The City of Madison uses a specific list of preferred products for various specification items to establish standards of quality, utility, and appearance required.
- B. The City of Madison will not allow substitutions for specified Products except as follows:
 - 1. The Product is no longer produced or the product manufacturer is no longer in business.
 - 2. The manufacturer has significantly changed performance data, product dimensions, or other such design criteria for the specified Product(s).
 - 3. Products specified by naming one or more Products or manufacturer's and "or approved equal" or "approved equivalent."
- C. The procedures in this specification shall apply to all proposals by Contractors, Suppliers, Vendors, and Manufacturers when the conditions in item 1.1.B. above have been met during the bidding phase.

1.2. RELATED SPECIFICATIONS

- A. 01 25 13 Product Substitution Procedures

PART 2 – PRODUCTS – THIS SECTION NOT USED

PART 3 - EXECUTION

3.1. REQUESTING A SUBSTITUTION DURING BIDDING

- A. In the event that a substitution is requested during the bidding phase the Contractor, Supplier, Vendor, or Manufacturer shall do all of the following:
 - 1. Submit a Substitution Request Form for each different product. Use a printed/scanned copy of the form at the end of this specification as a cover sheet.
 - 2. Support your request with complete data, drawings, specifications, performance data and samples as appropriate. A complete submission shall include the following:
 - a. Substitution Request Form as a cover sheet
 - b. Comparison of qualities of the proposed substitutions with that specified.
 - c. Changes required in other elements of the Work because of the substitution.
 - d. Effect on the construction schedule.
 - e. Cost data comparing the proposed substitution with the Product specified.
 - f. Any required license fees or royalties.
 - g. Availability of maintenance service and source of replacement materials.
 - 3. Submit the Substitution Request Form and all required supporting documentation to the City Project Manager and Project Architect.
 - a. Submissions to be done as complete PDF files for each product, appropriately titled
 - b. Email submissions to the Project Architect and City Project Manager at the email addresses provided on the last page of Section D of the contract documents.
 - i. The subject line shall include the contract number and "Request for Substitution".
Example: Contract 1234 – Request for Substitution
 - 4. Submissions must be received by the substitution request deadline specified in Section A of the Contract Documents.

3.2. SUBMISSION REVIEW

- A. The Project Architect, City Project Manager, members of the design team, and the Owners staff shall review all submissions for substitutions during the bidding phase.

3.3. SUBSTITUTION APPROVAL

- A. All requests for substitutions that have been approved shall be published by Addenda to the bid documents.

NOTE SEE NEXT PAGE FOR SAMPLE SUBSTITUTION REQUEST FORM.

3.4. SUBSTITUTION REQUEST FORM

For Pre-bid Substitution Requests all text boxes on this form are required information for a complete request.

		<h1>Substitution Request</h1>	
Today's Date:		<input type="text"/>	
Project Title:		<input type="text"/>	
Project Number:		Contract Number: <input type="text"/>	
<p>By completing and submitting this form for review the General Contractor affirms that all of the following statements are correct:</p> <ol style="list-style-type: none">1 The General Contractor affirms that this request is in compliance with the requirements described in <i>Specification 01 25 13 Product Substitution Procedures</i>.2 The function, appearance, and quality of the proposed substitution are equal or superior to the specified item.3 The proposed substitution does not affect dimensions shown on the drawings.4 The proposed substitution will have no adverse affects on other trades, the construction schedule, or any specified warranty requirements.5 Maintenance and service parts will be locally available for the proposed substitution. (GC shall provide supporting documentation in the attachments section below.)6 The General Contractor shall be responsible for any and all costs associated with this substitution request if approved. This includes but is not limited to fees for building design, engineering design fees, detailing fees, plan review fees, construction costs, and inspection fees.			
<u>GC Substitution Request:</u>			
General Title:		<input type="text"/>	
Related Specification:		<input type="text"/> <input type="text"/> <input type="text"/>	
Reason for Substitution:		<input type="text"/>	
Proposed Substitution: (include Name, Model, etc.)		<input type="text"/>	
Submitted By:		Phone:	
<input type="text"/>		<input type="text"/>	
Company:		Email:	
<input type="text"/>		<input type="text"/>	

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SALES TAX FORM

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PART 1 – GENERAL

1.1. SUMMARY

- A. The City of Madison is a qualifying tax exempt entity in the State of Wisconsin.
- B. The Contractor shall refer to *Section 102.9 – Bidders Understanding of the City of Madison Standard Specifications for Public Works Construction* for more information on Tax Exempt Status.
- C. This project constructs or remodels facilities owned by the City of Madison in Madison, Wisconsin.

1.2. RELATED SPECIFICATION SECTIONS

- A. Parts of this specification will reference articles within “The City of Madison Standard Specifications for Public Works Construction”.
 1. Use the following link to access the Standard Specifications web page:
<http://www.cityofmadison.com/business/pw/specs.cfm>
 - a. Click on the “Part” chapter identified in the specification text. For example if the specification says “Refer to City of Madison Standard Specification 210.2” click the link for Part II, the Part II PDF will open.
 - b. Scroll through the index of Part II for specification 210.2 and click the text link which will take you to the referenced text.

1.3. TAX EXEMPT FORM

- A. The Contractor can access Wisconsin Sales and Use Tax Exemption Certificates (form S-211, Wisconsin Department of Revenue) from the City of Madison Finance website.
 1. City of Madison tax exempt information and signature by Purchasing Supervisor is already completed.
 2. Website: <http://www.cityofmadison.com/employeenet/finance/purchasing>
 - a. Under the title *Purchasing Forms*, scroll down to the form link titled *Sales Tax Exempt Form S-211*.

PART 2 – PRODUCTS – THIS SECTION NOT USED

PART 3 – EXECUTION – THIS SECTION NOT USED

END OF SECTION

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PART 1 – GENERAL

1.1. SUMMARY

- A. The City of Madison uses a specific list of preferred products for various specification items to establish standards of quality, utility, and appearance required.
- B. The City of Madison will not allow substitutions for specified Products except as follows:
 - 1. The Product is no longer produced or the product manufacturer is no longer in business.
 - 2. The manufacturer has significantly changed performance data, product dimensions, or other such design criteria for the specified Product(s).
 - 3. Products specified by naming one or more Products or manufacturer's and "or approved equal" or "approved equivalent."
- C. The City of Madison will not allow substitutions for specified Products as follows:
 - 1. For Products specified by naming only one Product and manufacturer, no substitute product will be considered.
 - 2. For Products specified by naming several Products or manufacturers select any one of the products or manufacturers named, which complies with the specifications. No substitute product will be considered.
- D. Request for substitutions from any party other than the Contractor will not be accepted.

1.2. RELATED SPECIFICATIONS

- A. Section 01 26 13 Request for Information (RFI)
- B. Section 01 33 23 Submittals

PART 2 – PRODUCTS

2.1. SUBSTITUTION REQUEST FORM

- A. During bidding all contractors (General and Sub-contractors) and suppliers of materials or products shall provide hard copy of the Substitution Request form and all required attachments directly to the Project Architect (PA)/Project Engineer (PE).
- B. After bidding only the Contractor shall submit a request and shall use the form provided by the City Project Manager (CPM).

PART 3 - EXECUTION

3.1. REQUESTING A SUBSTITUTION DURING BIDDING

- A. In the event that a substitution is requested during the bidding phase the Contractor or Supplier shall meet the substitution request deadline listed in the bidding documents. No substitution request will be considered during the bidding period after the stated substitution request deadline. In general this procedure shall be as follows:
 - 1. Submit the Substitution Request Form including all required supporting documentation to the CPM and Project Architect (PA)/Project Engineer (PE) by the substitution request deadline specified in Section A of the Contract Documents.
 - 2. Submit a Substitution Request Form for each product, supported with complete data, drawings and samples as appropriate, including:
 - i. Comparison of qualities of the proposed substitutions with that specified.
 - ii. Changes required in other elements of the Work because of the substitution.
 - iii. Effect on the construction schedule.

- 1 iv. Cost data comparing the proposed substitution with the Product specified.
- 2 v. Any required license fees or royalties.
- 3 vi. Availability of maintenance service and source of replacement materials.
- 4 3. The Owner and PA/PE will review the Substitution Request Form and if approved the City of Madison will
- 5 publish a bidding addendum authorizing the replacement. The Owner and PA/PE may reject any
- 6 substitution request without providing specific reasons.
- 7 B. Substitutions submitted and approved during the bidding phase shall be announced by the City of Madison by
- 8 addenda prior to the bid due date.
- 9
- 10 **3.2. REQUESTING A SUBSTITUTION AFTER AWARD OF CONTRACT**
- 11 A. A substitution request will only be considered after award of contract if it meets the qualifying provisions as
- 12 described in 1.1.B.1 above.
- 13 B. The Contractor shall submit a substitution request using the form provided by CPM.
- 14 1. Consulting Staff, Owner and Owners Representatives will review the request and provide the appropriate
- 15 approvals and feed back to the Contractor.
- 16
- 17 **3.3. UNAUTHORIZED SUBSTITUTIONS**
- 18 A. Any Contractor who substitutes products without proper authorization by the Owner and PA/PE will be required
- 19 to immediately remove and replace the product and all costs required to conform to the Contract Documents
- 20 shall be borne by the General Prime Contractor.
- 21
- 22
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END OF SECTION

SECTION 01 26 13
REQUEST FOR INFORMATION (RFI)

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3.3. COMMENCEMENT OF WORK RELATED TO AN RFI	2

PART 1 – GENERAL

1.1. SUMMARY

- A. Contractors shall use the RFI form/process to request additional information or clarification regarding the construction documents.
- B. Form will be provided by the City Project Manager (CPM).

1.2. RELATED SPECIFICATIONS

- A. Section 01 26 46 Construction Bulletin (CB)
- B. Section 01 26 57 Change Order Request (COR)
- C. Section 01 26 63 Change Order (CO)

1.3. PERFORMANCE REQUIREMENTS

- A. RFI issues initiated by any contractor shall be done through the Contractor.
 - 1. RFIs submitted by any Sub-contractor under the Contractor's control shall be returned with no response.
- B. Submit a new RFI for each issue. Only multiple questions that are of a similar nature may be combined into one RFI.

1.4. QUALITY ASSURANCE

- A. The Contractor shall be responsible for all of the following:
 - 1. Ensure that any request for additional information is valid and the information being requested is not addressed in the construction documents.
 - 2. Ensure that all requests are clearly stated and the RFI form is completely filled out.
 - 3. Ensure that all Work associated an RFI response is carried out as intended.
- B. The Project Architect (PA)/Project Engineer (PE) shall be responsible for the following:
 - 1. Ensure that all responses to contractor initiated RFIs are properly responded to in a timely fashion.
 - a. The CPM, Owner, consulting staff, and other City staff shall be responsible for the initial review of the RFI. The PA/PE shall be responsible for codifying all consultant and Owner/City staff comments into a unified RFI response.

PART 2 – PRODUCTS

2.1. REQUEST FOR INFORMATION FORM

- A. Will be provided by CPM.

PART 3 - EXECUTION

3.1. CONTRACTOR INITIATED RFI

- A. Immediately on discovery of the need for additional information or interpretation of the Contract Documents any contractor may initiate an RFI for additional information or clarification through the Contractor.

3.2. RFI RESPONSES

- A. Responses to simple RFI issues shall use the response section of the RFI form and shall be completed within five (5) working days of the RFI form being submitted.
- B. Responses to more complex issues may require additional time or may require a Construction Bulletin to be published. The initial RFI shall be responded to within five (5) working days stating that the RFI is being reviewed and provide an estimated date for the response.
- C. The following Contractor generated RFIs will be returned without action:
 - 1. Requests for approval of submittals
 - 2. Requests for approval of substitutions
 - 3. Requests for approval of Contractor's means and methods.
 - 4. Requests for coordination information already indicated in the Contract Documents.
 - 5. Requests for adjustments in the Contract Time or the Contract Sum.
 - 6. Requests for interpretation of PA/PE's actions on submittals.
 - 7. Incomplete RFI or inaccurately prepared RFI.

3.3. COMMENCEMENT OF WORK RELATED TO AN RFI

- A. The Contractor shall only proceed with the Work of an RFI where, additional information is not required.
- B. The Contractor shall not proceed with any Work associated with an RFI while it is under review.
- C. The Contractor shall not proceed with any Work associated with an RFI that clearly states a CB will be issued in response to the RFI.
- D. The Contractor will be required to immediately remove and replace unauthorized Work and all costs required to conform to the Contract Documents shall be borne by the Contractor.

END OF SECTION

SECTION 01 26 46
CONSTRUCTION BULLETIN (CB)

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PART 1 – GENERAL

1.1. SUMMARY

- A. Construction Bulletins (CB) are formal published construction documents that modify the original contract bid documents after construction has commenced. CBs may be published for many reasons, including but not limited to the following:
 - 1. Clarification of existing construction documents including specifications, plans, and details
 - 2. Change in product or equipment
 - 3. A response to a Request for Information
 - 4. Change in scope of the contract as either an add or a deduct of work
- B. CBs provide a higher degree of detail in response to a Request for Information (RFI) through directives, revised plans/details, and specifications as necessary.
- C. The CB may change the original contract documents through additions or deletions to the Work.
- D. Where the directives of a CB are significant enough to warrant a Change Order Request (COR) the Contractor shall use all information provided in the CB to assemble all required back-up documentation for additions and deletions of materials, labor and other related contract costs for the COR.

1.2. RELATED SPECIFICATIONS

- A. Section 01 26 13 Request for Information (RFI)
- B. Section 01 26 57 Change Order Request (COR)
- C. Section 01 26 63 Change Order (CO)

1.3. PERFORMANCE REQUIREMENTS

- A. Project Architect (PA)/Project Engineer (PE): The PA/PE shall be the only person authorized to publish a CB as needed for any reason indicated in section 1.1.A above. In the event that a PA/PE is not part of the project team, the CPM may write and execute a CB. The PA/PE shall consult as necessary with any of the following while drafting the CB and shall confirm final direction with the CPM prior to issuing a CB:
 - 1. City Project manager (CPM)
 - 2. Owner
 - 3. Members of the consulting staff
 - 4. Members of city staff
 - 5. Contractor
 - 6. Sub-contractors
- B. Contractor: The Contractor shall be responsible for the following as needed:
 - 1. Executing the directives of the CB when they believe that no changes in labor, materials, equipment, or contract duration will be required for additions or deletions.
 - 2. Submit a COR when they believe that a change in labor, materials, equipment or contract duration will be required for additions or deletions.

1.4. QUALITY ASSURANCE

- A. The PA/PE shall be responsible for ensuring the final CB sufficiently provides direction, details, specifications and other information as necessary for the Contractor to perform the intended Work.
- B. The PA/PE shall be responsible for ensuring the final CB is published as expeditiously as practical based on the complexity of the CB being written. CBs that may affect the Contractor critical path shall be given priority.

PART 2 – PRODUCTS

2.1. CONSTRUCTION BULLETIN FORM

- A. Will be provided by CPM.

PART 3 - EXECUTION

3.1. WRITING THE CONSTRUCTION BULLETIN

- A. The PA/PE shall draft a CB as needed using the form provided by CPM.
1. The PA/PE and/or consulting staff as necessary shall provide specifications, model numbers and performance data, details and other such information necessary to clearly state the intentions of the CB.
2. The consulting staff, CPM, Owner, and other City Staff shall review the draft and recommend changes as needed.
3. The PA/PE shall amend the draft as necessary into a final CB for review
- B. Once the final CB has been approved the PA/PE shall submit it to the Contractor.

3.2. EXECUTING THE CONSTRUCTION BULLETIN

- A. The Contractor shall acknowledge receipt of the CB.
- B. The Contractor shall notify all Sub-contractors of the CB and publish the CB to all field sets of drawings and specifications as appropriate.
- C. The Contractor shall execute the directives of the CB or submit COR documentation as necessary during the execution and implementation of the CB.
1. See Specification 01 26 57 Change Order Request (COR)

END OF SECTION

SECTION 01 26 57
CHANGE ORDER REQUESTS (COR)
CONTRACT AMENDMENT REQUESTS

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3.3. EMERGENCY CHANGE ORDER REQUEST	4

PART 1 – GENERAL

1.1. SUMMARY

- A. Except in cases of emergency no changes in the Work required by the Contract Documents may be made by the Contractor without having prior approval of the City Project Manager or their representative.
- B. The City may at any time, without invalidating the Contract and without Notice to Sureties, order changes in the Work by written Change Order (CO). Such changes may include additions and/or deletions.
- C. Where the City desires to make changes in the Work through use of written Change Order Request (COR), the following procedures apply:
1. If requested by the City, the Contractor shall prepare and submit a detailed proposal, including all cost and time adjustments to which the Contractor believes it will be entitled if the change proposed is incorporated into the Contract. The City shall be under no legal obligation to issue a Change Order for such proposal.
 2. The parties shall attempt in good faith to reach agreement on the adjustments needed to the Contract to properly incorporate the proposed change(s) into the Work. In the event that the parties agree on such adjustments, the City may issue a Change Order/Contract Amendment and incorporate such changes and agreed to adjustments, if any.
 3. In some instances, it may be necessary for the City to authorize Work or direct changes in Work for which no final and binding agreement has been reached and for which unit prices are not applicable. In such cases the following shall apply.
 - a. Upon written request by the City, the Contractor shall perform proposed Work
 - b. The cost of such change may be determined in accordance with this specification.
 - c. In the event that agreement cannot be accomplished as contemplated herein, the City may authorize the Work to be performed by City forces or to hire others to complete the Work. Such action on the part of the City shall not be the basis of a claim by the Contractor for failure to allow it to perform the changed Work.
- D. Where changes in the Work are made by the City through use of a force account basis, the Contractor shall as soon as practicable, and in no case later than ten (10) working days from the receipt of such order, unless another time period has been agreed to by both parties, give the City written Notice, stating:
1. The date, circumstances and source of the extra work; and,
 2. The cost of performing extra work described by such Order, if any; and,
 3. Effect of the order on the required completion date of the Project, if any.
- E. The giving of each Notice by the Contractor as prescribed by this specification, shall be a requirement to liability of the City for payment of any additional costs incurred by the Contractor in implementing changes in the Work. Under this specification, no order or statement of the City shall be treated as a Change Order, or shall entitle the Contractor to an equitable adjustment of the terms of this Contract or damages for costs incurred by the Contractor on any activity for which the Notice was not given.
- F. In the event Work is required due to an emergency as described in this specification the Contractor must request an equitable adjustment as soon as practicable, and in no case later than ten (10) working days of the commencement of such emergency.

- G. All Contractor requests for equitable adjustment shall be submitted to the CPM per the specifications below. Such requests shall set forth with specificity the amount of and reason(s) for the proposed adjustment and shall be accompanied by supporting information and documents.
- H. No adjustment of any kind shall be made to this Contract, if asserted by the Contractor for the first time, after the date of final payment.
- I. This specification shall be used by the Contractor when preparing documentation for any COR to ensure each has been properly and completely filled out as required by the City of Madison.

1.2. RELATED SPECIFICATION SECTIONS

- A. Section 01 26 13 Request for Information (RFI)
- B. Section 01 26 46 Construction Bulletins (CB)
- C. Section 01 26 63 Change Order (CO)
- D. Parts of this specification will reference articles within "The City of Madison Standard Specifications for Public Works Construction".
1. Use the following link to access the Standard Specifications web page:
<http://www.cityofmadison.com/business/pw/specs.cfm>
 - a. Click on the "Part" chapter identified in the specification text. For example if the specification says "Refer to City of Madison Standard Specification 210.2" click the link for Part II, the Part II PDF will open.
 - b. Scroll through the index of Part II for specification 210.2 and click the text link which will take you to the referenced text.

1.3. DEFINITIONS AND STANDARDS

- A. LABOR: The amount of time and cost associated with the performance of human effort for a defined scope of Work. Labor is further defined as follows:
1. Labor rate is the total hourly rate which includes the base rate of pay, fringe benefits plus each company's cost of required insurance, also referred to as a reimbursable labor rate.
 2. Unit labor is the labor hours anticipated to install the corresponding unit of material.
 3. Labor cost is the labor hours multiplied by the hourly labor rates.
- B. MATERIAL: Actual material cost is the amount paid, or to be paid, by the Contractor for materials, supplies and equipment entering permanently into the Work, including cost of transportation and applicable taxes. The cost shall not exceed the usual and customary cost for such items available in the geographical area of the project.
- C. LARGE TOOLS AND MAJOR EQUIPMENT: Large tools and major equipment are those with an initial cost greater than \$1,500, whether from the Contractor or other sources.
1. Tool and equipment use and time allowed is only for extra work associated with change orders.
 - a. Rental Rate is the machine cost associated with operating a piece of equipment for a defined length of time (hour, day, week, or month) and shall not exceed the usual and customary amount for such items available in the geographical area of the project.
 - b. Rental cost is the rental rate multiplied by the anticipated duration the equipment shall be required.
 2. The Contractor shall provide a breakdown of all rental rates to indicate what items and costs are associated with the rate. Examples of items to include in the breakdown would be fuel consumption, lubrication, maintenance and other similar expenses but not including profit and overhead.
 3. When large tools and equipment needed for Change Order work are not already at the job site, the actual cost to get the item there is also reimbursable.
- D. BOND COST: The cost shall be calculated at 1% of the total proposed change order.
- E. SUB-Contractor COSTS: Sub-contractor costs are for those labor, material, and equipment costs required by subcontracted specialties to complete the Change Order work.
- F. OVERHEAD AND PROFIT Markup: The allowable markup percentage to a COR by the Contractor and Sub-contractors for overhead and profit. All of the following are expenses associated with overhead and profit and shall not be reimbursable as individual items on any COR:
1. CHANGE ORDER PREPARATION: All costs associated with the preparing and processing of the change order.
 2. DESIGN, ESTIMATING, AND SUPERVISION: All such efforts, unless specifically requested by Owner as additional Work to be documented as a COR or portion thereof.
 3. INSTALLATION LAYOUT: The layout required for the installation of material and equipment, and the installation design, is the responsibility of the Contractor.

4. SMALL TOOLS AND SUPPLIES: The cost of small hand tools with an initial cost of \$1,500 or less, along with consumable supplies and expendable items such as drill bits, saw blades, gasoline, lubricating or cutting oil, and similar items.
5. GENERAL EXPENSE: The general expense, which is those items that are a specific job cost not associated with direct labor and material such as job trailers, foreman truck, and similar items.
6. RECORD DRAWINGS: The preparation of record or as-built drawings.
7. OTHER COSTS: Any miscellaneous cost not directly assessable to the execution of the Change Order including but not limited to the following:
 - a. All association dues, assessments, and similar items.
 - b. All education, training, and similar items.
 - c. All drafting and/or engineering, unless specifically requested by Owner as additional Work to be documented as a Change Order proposal or portion thereof.
 - d. All other items including but not limited to review, coordination, estimating and expediting, field and office supervision, administrative work, etc.
- G. Contract Extension: The necessary amount of time to be added to the contract deadlines for the completion of a change order.

1.4. CONTRACT EXTENSION

- A. The Contractor shall not assume that every COR will require a Contract Extension. If the Contractor feels a contract extension is warranted they shall provide sufficient scheduling information that shows how the COR being requested impacts the critical path of the project.
- B. The City of Madison strongly encourages the Contractor to explore alternative methods and practices prior to submitting a COR with a request for contract extension.

1.5. OVERHEAD AND PROFIT MARKUP

- A. Pursuant to the City of Madison Standard Specifications for Public Works Construction, Section 104.7, Extra Work, the following maximum allowable markups shall be strictly enforced on all change orders associated with the execution of this contract.
 1. The total maximum overhead and profit shall not exceed fifteen percent (15%) of the total costs.
 2. The total maximum overhead and profit shall be distributed as follows:
 - a. For work performed and materials provided solely by the Contractor, fifteen percent (15%) of the total costs.
 - b. For work performed and materials provided solely by Sub-contractors and supervised by the Contractor:
 - i. Supervision of the Contractor, five percent (5%) of the total Sub-contractor cost.
 - ii. Sub-contractors work and materials ten percent (10%) of the total Sub-contractor cost.

1.6. PERFORMANCE REQUIREMENTS

- A. The Contractor shall become thoroughly familiar with this specification as it will identify procedures and expenses that are or are not allowed under the Change Order and Change Order Request process.
- B. The Contractor shall be responsible for all of the following:
 1. Carefully reviewing the CB that is associated with the COR.
 2. Collecting required supporting documentation from all contractors that quantify the need for a COR.
 - a. Labor hours and wage rates
 - b. Material costs
 - c. Equipment costs
- C. The following shall apply to establishing prices for labor, materials, and equipment costs:
 1. Where Work to be completed has previously been established by individual bid items in the contract bid proposal the Contractor shall use the unit bid prices previously established.
 2. Where Work to be completed was bid as a Lump Sum without individual bid items the Contractor shall provide a breakdown of all labor, materials, equipment including unit rates and quantities required.
- D. The completion date is determined by Owner. The schedule, however, is the responsibility of the Contractor. Time extensions for extra Work will be considered when a schedule analysis of the critical path shows that the Change Order Request places the Work beyond the completion date stated in the Contract.

1.7. QUALITY ASSURANCE

- A. The Contractor shall be responsible for ensuring that all COR supporting documentation meets the following requirements prior to completing the COR form:

1. Sufficiently indicates labor, material, and other expenses related to completing the intent of the CB.
 2. No costs exceed the usual and customary amount for such items available in the geographical area of the project, and no costs exceed those established under the contract.
- B. The Project Architect (PA)/Project Engineer (PE), City Project Manager (CPM), other members of the consulting staff, and city staff shall review all COR requests to ensure that the intent of the CB will be met under the proposal of the COR or request additional information as necessary.

PART 2 – PRODUCTS

PART 3 - EXECUTION

3.1. ESTABLISHING A CHANGE ORDER REQUEST

- A. Upon receipt of a Construction Bulletin (CB) where the Contractor believes a significant change in contract scope warrants the submittal of a COR the Contractor shall do all of the following within ten (10) working days after receipt of the CB:
1. Review the CB with all necessary trades and sub-contractors required by the change in scope.
 - a. Additions or deletions to the contract scope shall be as directed within the CB.
 - b. Additions or deletions of labor and materials shall be determined by the Contractor based on the directives of the CB.
 2. Assemble all required back-up documentation for additions and deletions including materials breakdown, labor breakdown and other related contract costs as previously outlined in this specification.
 3. Submit a COR request by emailing the COR documentation to the CPM.
- B. Submitting a COR does not obligate the Contractor to complete the work associated with the COR nor does it obligate the Owner to approve the COR as a change to the contract.

3.2. CHANGE ORDER REQUEST REVIEW, APPROVAL, AND PROCESSING

- A. The PA/PE and CPM shall review all CORs submitted by the Contractor.
1. Additional consulting staff and city staff having knowledge of the components of the COR shall review and advise the PA/PE and CPM as to the accuracy of the items, quantities, and associated costs of the COR as directed by the CB.
 2. The CPM shall review the COR with the Owner.
- B. If required, the PA/PE and CPM, shall in good faith, further negotiate the COR with the Contractor as necessary. All amendments to any COR shall be documented.
- C. After final review of the COR the CPM and Owner may accept the COR.
- D. The CPM shall prepare the COR in the form of a Change Order for final review and approval as outlined in Section 01 26 63 Change Order (CO).
- E. The Contractor shall not act upon any accepted COR until it has received final approval through the City approval process as an official CO to the Work unless instructed to do so by the CPM. Proceeding without the final approval of a fully authorized Change Order is at the Contractor's own risk.

3.3. EMERGENCY CHANGE ORDER REQUEST

- A. In the event Work is required due to an emergency as described in the Contract Documents, the Contractor must request an equitable adjustment as soon as practicable, and in no case later than ten (10) working days of the commencement of such emergency.
- B. The Contractor shall provide full documentation of all labor, materials and equipment used during the period of emergency as part of the COR submittal.

END OF SECTION

**SECTION 01 26 63
CHANGE ORDER (CO)
CONTRACT AMENDMENT**

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PART 1 – GENERAL

1.1. SUMMARY

- A. Except in cases of emergency, no changes in the Work required by the Contract Documents may be made by the Contractor without having prior approval of the City Project Manager (CPM).
- B. The City may at any time, without invalidating the Contract and without Notice to Sureties, order changes in the Work by written Change Order/Contract Amendment. Such changes may include additions and/or deletions.
- C. The Change Order/Contract Amendment is reviewed and approved by a specific City approval process.
- D. The CO form is typically made up of multiple Change Order Requests (CORs) and/or Bid Items as appropriate depending on the type of project and how the contract was bid.

1.2. RELATED SPECIFICATION SECTIONS

- A. Section 01 26 13 Request for Information (RFI)
- B. Section 01 26 46 Construction Bulletin (CB)
- C. Section 01 26 63 Change Order Request (COR)

PART 2 – PRODUCTS

PART 3 - EXECUTION

3.1. PREPARATION OF THE CHANGE ORDER

- A. The CPM shall prepare the required CO/Contract Amendment as follows:
 - 1. Provide information for all contract information.
 - 2. Provide a general description of the items described within the CO.
 - 3. Provide detailed information for each Item on the CO form. The CPM may use their discretion to include multiple Change Order Requests each as their own item.
 - 4. Provide required pricing breakdown and accounting information as needed for the item.
 - 5. Insert attachments of Contractor/Architect provided information that clarifies and quantifies the CO. Attachments may include but not be limited to material lists, estimated labor breakdown, revised details or specifications, and other documents that may be related to the requested change.
 - 6. Save the final version of the completed CO.

3.2. EXECUTION OF THE CHANGE ORDER

- A. The Contractor shall do the following:
 - 1. Review all items on the CO form.
 - 2. The Contractor shall notify the CPM immediately of any errors or discrepancies on the form and shall not sign or save it.
 - a. The CPM shall make any corrections as needed, re-save the form, and notify the Contractor.
 - 3. If/when the Contractor concurs with the CO form as drafted the Contractor shall digitally sign the form and return to the CPM.
- B. The CPM shall do the following:
 - 1. Monitor the review process
 - 2. Ensure that proper procedures are executed as needed by the CO approval process.
 - 3. Monitor final approval and distribution of the CO.
 - 4. Notify the Contractor that the CO has been completed.

- 1
 - 2
 - 3
 - 4
 - 5
 - 6
 - 7
 - 8
5. Verify that the Contractor's next Progress Payment-Schedule of Values show the CO as part of the contract sum.
- C. Upon final approval of the CO the Contractor may proceed with executing the Work associated with the CO.

END OF SECTION

**SECTION 01 29 73
SCHEDULE OF VALUES**

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PART 1 – GENERAL

1.1. SUMMARY

- A. The Schedule of Values (SOV) is a Contractor provided worksheet that allocates portions of the total contract sum to various portions of the contracted work and shall be the basis for reviewing the Contractors Progress Payment Requests.
- B. SOV worksheets shall be submitted with Progress Payment Requests and shall be filled out in sufficient detail to be used as a guideline in determining work completed and materials stored on site.
- C. The Contractor shall be responsible for filling out, updating, and providing the SOV worksheets with each Progress Payment Request.

1.2. RELATED SPECIFICATIONS

- A. Section 01 26 63 Change Order (CO)
- B. Section 01 29 76 Progress Payment Procedures
- C. Section 01 33 23 Submittals
- D. Parts of this specification will reference articles within “The City of Madison Standard Specifications for Public Works Construction”.
 1. Use the following link to access the Standard Specifications web page:
<http://www.cityofmadison.com/business/pw/specs.cfm>
 - a. Click on the “Part” chapter identified in the specification text. For example if the specification says “Refer to City of Madison Standard Specification 210.2” click the link for Part II, the Part II PDF will open.
 - b. Scroll through the index of Part II for specification 210.2 and click the text link which will take you to the referenced text.

1.3. RELATED DOCUMENTS

- A. The following documents shall be used as the basis for initiating and maintaining the SOV worksheets throughout the execution of this contract.
 1. Drawing documents and specifications (including general provisions) as provided with the bid set documents and any published addendums.
 2. Documents associated with revisions or clarifications to number 1 above after awarding of the contract, including but not limited to:
 - a. Construction Bulletins
 - b. Request for Information
 - c. Approved Change Orders
 3. The latest Construction Progress Schedule
 4. Other specifications as identified in Section 1.2 above

1.4. BASIS OF VALUES

- A. The Contractor shall provide a breakdown of the Contract Sum in sufficient detail to assist the Project Architect (PA)/Project Engineer (PE) and City Project Manager (CPM) in evaluating Progress Payment Requests. The breakdown detail may require a labor and material breakdown for each division of work or trade or as directed by the CPM.
- B. The total sum of all items shall equal the Contract Sum.

PART 2 – PRODUCTS – THIS SECTION NOT USED

PART 3 - EXECUTION

3.1. INITIAL SCHEDULE OF VALUES SUBMITTAL

- A. The Contractor shall provide their initial SOV to the CPM no later than five (5) working days after the Pre-construction Meeting.
 - 1. Provide information in Column A (Item No.), Column B (Description of Work), and Column C (Scheduled Value) by any method that allocates portions of the total contract sum to various portions of the contracted work. Possible methods include combinations of the following:
 - a. By division of work
 - b. By contractor, sub-contractor, sub sub-contractor
 - c. By specialty item or group
 - d. Other methods of breakdown as may be requested by the CPM at the pre-construction meeting.
 - 2. Provide total cost of the item/description of work including proportionate shares of profit and overhead related to the item.
- B. The PA/PE and the CPM shall review the SOV as any other submittal and may require modifications to reflect additional detail as necessary.
- C. The Contractor shall resubmit the SOV as necessary until such time as the PA/PE and CPM have sufficient detail for assessing and approving future Progress Payment Applications.

3.2. SOV FOR PROGRESS PAYMENT REQUESTS

- A. Progress Payment Application 1 will not be processed until such time as the Contractor has met the above requirement regardless of the amount of work completed per the application.
- B. The Contractor shall update the initial SOV worksheet with each Progress Payment Application as follows:
 - 1. Initial items and values as part of Section 3.1 above will not be adjusted once the original Schedule of Values submittal has been approved.
 - 2. Change orders shall be added as additional items and values at the bottom of the SOV as they become approved and finalized by the City. The value for each change order shall be the value indicated on the SOV and shall stand alone. Values shall not be split out or combined with other existing items with similar work descriptions on the original SOV.
 - 3. Fill out the worksheet to properly reflect the work completed and materials received since the last Progress Payment Application.
 - 4. Only materials delivered and stored on the project site may be reflected on SOV progress updates.
- C. Provide updated SOV worksheets with each Progress Payment application.
- E. Only change orders that have been approved and finalized by the City may be itemized into the SOV documents and submitted as part of the Progress Payment Application.
- F. See Specification 01 29 76 Progress Payment Procedures for additional information on submitting Progress Payment Applications.

END OF SECTION

SECTION 01 29 76
PROGRESS PAYMENT PROCEDURES

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3.3. CITY PROJECT MANAGER PROCEDURE	4

PART 1 – GENERAL

1.1. SUMMARY

- A. The Contractor shall review this and all related specifications prior to submitting progress payment requests.
- B. Progress payment requests (PP) for this contract shall be submitted digitally by the Contractor to the City Project Manager (CPM).
- C. The Project Architect (PA)/Project Engineer (PE) and CPM shall review and amend or approve the PP as needed.
- D. After approval of the PP by the CPM, the PP shall be forwarded by the CPM to the appropriate agencies for contractual review and payment processing.

1.2. RELATED SPECIFICATIONS

- A. Section 01 26 63 Change Order (CO)
- B. Section 01 29 73 Schedule of Values
- C. Section 01 31 19 Progress Meetings
- D. Section 01 32 16 Construction Progress Schedule
- E. Section 01 32 19 Submittals Schedule
- F. Section 01 33 23 Submittals
- G. Section 01 78 36 Warranties

1.3. RELATED DOCUMENTS

- A. The following documents shall be used when evaluating PP requests.
 - 1. Construction progress schedule compliance as updated from the last payment request.
 - 2. Contractor's Schedule of Values as updated from the last payment request.
 - 3. Any document that may be required to be submitted for review and approval, as noted by the specifications listed in Section 1.2 above, or the Progress Payment Milestone Schedule in Section 1.4 below, to achieve a required bench mark of contract progression or contract requirement.

1.4. PROGRESS PAYMENT MILESTONES

- A. City Engineering-Facility Management has developed the Project Payment Milestone Schedule (Section 1.4 below) to assist the Contractor in providing required construction specific documentation and general contractual documentation in a timely manner.
- B. The Progress Payment Milestone Schedule is not an all inclusive list. Multiple agencies review progress payment requests and contract closeout requests. Missing, incomplete, or incorrect documentation for any agency may be a cause for not processing progress payments. It shall be the sole responsibility of the Contractor for providing documentation as required or requested to the appropriate agencies.
- C. The milestone schedule is based on the contract total sum and shall be valid for most contracts. Milestone submittals will be required with whatever progress payment hits the percentage of contract total indicated in the schedule.
- D. The CPM shall review the milestone schedule with each progress payment request and may elect to hold processing the progress payment until such time as the Contractor has met the requirements for providing complete construction specific documentation.

Progress Payment (PP) Milestone Schedule		
Milestone Description	Due Before	Remarks
Contract Administration Documentation <ul style="list-style-type: none"> Schedule of Values Overall Project Schedule Building Permit(s) Other as may be required 	Pre-Con meeting	<ul style="list-style-type: none"> Specification 01 29 73 Specification 01 32 16 Specification 01 41 00
Construction Progress <ul style="list-style-type: none"> Submittals Schedule Early submittals per Submittal Schedule Waste Management Plan Construction Closeout Requirement Checklist and Meeting #1 Warranty Checklist 	PP-1	<ul style="list-style-type: none"> Specification 01 32 19 Specification 01 33 23 Specification 01 74 19 Specification 01 77 00 Specification 01 78 36
General Construction Progress Requirements are all up to date <ul style="list-style-type: none"> Overall Progress Schedule Submittals/Re-submittals (ongoing) Change Order status Progress Reporting QMOs are being addressed and closed Progress Cleaning 	Each future PP	Verified with each Progress Payment Request <ul style="list-style-type: none"> Specification 01 32 16 Specification 01 33 23 Specification 01 26 63 Specification 01 32 26 Specification 01 45 16 Specification 01 74 13
* All of the above are updated as required		
Construction Progress Milestones <ul style="list-style-type: none"> Submittals/Re-submittals complete All major QMO issues resolved Operation and Maintenance (O & M) drafts 	70% CT	<ul style="list-style-type: none"> Specification 01 33 23 Specification 01 45 16 Specification 01 78 23
All of the following shall be completed for this PP: <ul style="list-style-type: none"> Regulatory Inspections completed Construction Close Out meeting All QMO reports closed Attic Stock completed Final Cleaning 	90% CT	Contractor to determine the proper order of completion: <ul style="list-style-type: none"> Governing ordinances and statutes Specification 01 31 19 Specification 01 45 16 Specification 01 78 43 Specification 01 74 13
Construction Closeout Procedures: <ul style="list-style-type: none"> City Letter of Substantial Completion Warranty letters dated and issued 	100% CT*	See Specification 01 77 00 <ul style="list-style-type: none"> Signed by the City Engineer Specification 01 78 36
NOTE: CT = Contract Total less held retainage * Completion of 100% CT begins the one year warranty.		

1.5. PROGRESS PAYMENT SUBMITTAL

- A. Each progress payment submittal shall be:
- Digital in PDF format
 - PDF shall be in color
 - Emailed to the CPM
- B. Submit all required construction progress documentation
- C. In general the following shall apply to all PP requests:
- Materials or products:
 - On order, being shipped, etc. may not be invoiced.

- b. Received and stored on the project site may be invoiced.
- c. Being manufactured off site at any location may not be invoiced (example: cabinetry, ductwork, etc.)
- d. Completed products stored off site locally waiting for delivery to the project site may be invoiced with prior approval by the CPM. All of the following conditions must be met to be allowed:
 - i. Items must be visually inspected by CPM to verify product is complete.
 - ii. Item must be stored inside a compatible structure and the structure and contents must be insured. m
 - iii. Contractor is responsible for condition until installation is completed.
- 2. All labor and equipment, including rental time for the current progress period may be invoiced.
- 3. Only completed installations may be invoiced to 100% based on the Schedule of Values.

1.6. FINAL PROGRESS PAYMENT SUBMITTAL

- A. The Contractor shall review the Progress Payment Milestone Schedule that can be found in Specification 01 29 76 Progress Payments. No payments shall be made until all requirements for that payment have been met.
- B. The Contractor and all major Subcontractors, PA/PE, and CPM, shall review all requirements for Construction Closeout a regular progress meeting that corresponds to the 90% completion point. This meeting shall review the Contractor's progress regarding the closeout checklist, begin making plans for upcoming deadlines such as closing out QMOs, scheduling O & M training, final cleaning and where to put attic stock.
- C. Upon successful completion of the work, the Contractor may submit to the CPM and PA/PE the request for Final Progress Payment (100% contract total).
- D. The PA/PE will confirm with the design consultants, CPM, and other City of Madison staff that all requirements of the Work have been completed and will do the following:
 - 1. Approve the final progress payment application
 - 2. Provide the required signed payment documents to the CPM
- E. The CPM shall draft the City Letter of Substantial Completion for signature by the City Engineer. This letter shall state any of the following that may still be tied to the contract and/or warranty:
 - 1. Indicate that the date of the letter shall also be the beginning of the Warranty period.
 - 2. Indicate any allowed due outs, reasons for them, and anticipated dates of finalization.
- F. The Contractor and all subcontractors shall finalize all warranty letters associated with their Work using the date noted on the City Letter of Substantial Completion, and provide the CPM with all warranties as described in Specification 01 78 36 Warranties. Upon receipt and final approval of the Warranties the CPM may initiate final processing of the Final Progress Payment (100% contract total).

PART 2 - PRODUCTS - THIS SECTION NOT USED

PART 3 - EXECUTION

3.1. CONTRACTOR PROCEDURE

- A. The Contractor shall provide all of the documents listed below in the order shown as a single PDF file for each PP request.
 - 1. Progress Payment request letter including the dates that work was performed
 - 2. Change orders/contract amendments approved
 - 3. Schedule of Values (updated)
 - 4. Project Progress Schedule (updated)
 - 5. List of all sub-contractors that were actively working during the dates indicated in the PP request letter
 - 6. Any miscellaneous documents that may be requested as backup documentation for the pay request – invoices, receipts, etc.
- B. The Contractor shall email the PP request to the CPM and the PA/PE.

3.2. PROJECT ARCHITECT/PROJECT ENGINEER PROCEDURE

- A. The PA/PE shall review the PP provided by the Contractor to determine if the Schedule of Values accurately reflects the work completed to date.
- B. The PA/PE shall advise the CPM of any discrepancies in the schedule of values.
- C. The PA/PE shall work with the Contractor and the CPM to resolve any issues prior to processing PP for payment.

3.3. CITY PROJECT MANAGER PROCEDURE

- A. The CPM shall review all documents submitted by the Contractor and work with the PA/PE to ensure the schedule of values accurately reflects the work completed to date.
- B. The CPM may elect to hold processing of any progress payment pending submittal of required progress payment milestones.
- C. When verified, the CPM shall digitally sign the PP request letter and forward the required documentation to the appropriate City agencies for further processing of the payment request.

END OF SECTION

**SECTION 01 31 13
PROJECT COORDINATION**

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PART 1 – GENERAL

1.1. SUMMARY

- A. Project Coordination covers many areas within the execution of the Contract Documents and the requirements of proper coordination are the applicable to all contractors executing the Work of this contract.
- B. This specification provides general information regarding project coordination for the Contractor and all Sub-contractors. All contractors shall be familiar with project coordination requirements and responsibilities that may be defined in other specification within these Contract Documents.
- C. The Contractor shall at all times be responsible for the project, project site, and execution of the Contract Documents.

1.2. RELATED SPECIFICATIONS

- A. Section 01 29 76 Progress Payment Procedures
- B. Section 01 31 19 Progress Meetings
- C. Section 01 32 16 Construction Progress Schedules
- D. Section 01 32 19 Submittals Schedule
- E. Section 01 33 23 Submittals

1.3. GENERAL REQUIREMENTS

- A. The following general requirements shall applicable to all contractors:
 - 1. Cooperate with the City Project Manager (CPM), all authorized Owner Representatives, Project Architect (PA)/Project Engineer (PE) and all consultants of the Owner.
 - 2. Materials, products, and equipment shall be new, as specified and to industry standards except where otherwise noted.
 - 3. Labor and workmanship shall be of a high quality and to industry standards.
- B. Existing conditions:
 - 1. Verify all existing conditions noted in the contract documents with actual field locations. Verify dimensions, sizes and locations, of structural, equipment, mechanical and utility components.
 - 2. Report any inconsistencies, errors, omissions, or code violations in writing to the Contractor immediately.
 - 3. Contractor shall notify PA/PE to annotate in record drawings for future reference as applicable.
- C. Contract Documents:
 - 1. The Contract Documents are intended to include everything necessary to perform the work. Every item required may not be specifically mentioned, shown, or detailed.
 - a. Except where specifically stated all systems shall be complete, installed, and fully operable.
 - b. If a conflict exists within the contract documents, the contractor shall furnish the item, system, or workmanship of the highest quality, largest, largest quantity, or that most closely fits the intent of the contract documents.
 - c. Manufacturers recommended installation details shall be verified and used prior to installation of products and equipment to not void warranties.
- D. Errors and Omissions
 - 1. No Contractor shall take any advantage of any apparent error or omission in the construction documents.
 - 2. The City of Madison shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the construction documents.
- E. Owners Representatives
 - 1. All contractors shall be familiar with various Owner Representatives having Quality Management responsibilities for the duration of this project including but not limited to the following:

- a. Project Architect (PA)/Project Engineer (PE), responsible for all decisions affecting the code compliance and design intent of the construction documents.
 - b. Owner, the designated representative of the City Agency that will occupy the project upon completion.
 - c. City Project Manager (CPM), responsible for all day to day decisions regarding the execution and performance of this Contract.
 - d. Consulting City Staff, responsible for providing consulting services to the PA/PE, Owner, and CPM, also responsible for Quality Management of the construction documents.
2. Owner Representatives shall be attending progress meetings, pre-installation meetings, performing or being present for final testing and acceptance and quality management reporting during the execution of the contract documents as outlined in other specifications.

1.4. CONTRACTOR PERFORMANCE REQUIREMENTS

- A. Assume the responsibility for all Work specified in the Contract Documents except where specifically identified to be performed by the Owner or other contractor separately hired by the Owner.
 1. Coordinate all work by Owner, equipment provided Owner, or contractor hired by the Owner into the project schedule.
- B. Provide all construction management responsibilities as specified in other Division 1 specifications including but not limited to:
 1. Scheduling of work
 2. Coordination of work between other Trades and Sub-contractors
 3. Construction administration and management
 4. Site layout, cleanliness, and protection of completed work/stored materials
 5. Waste Management
 6. Quality Assurance and Quality Control
- C. Use Diggers Hotline and private utility locating companies to accurately locate all public and private utilities on the property as needed. The Contractor is responsible for any repair or replacement to any public or private utility damaged during the execution of the Work
- D. Report any inconsistencies, errors, omissions, or code violations in writing to the PA/PE immediately. Failure to report inconsistencies prior to beginning work shall indicate that the Contractor accepted all existing conditions.
- E. The Contractor shall be responsible for assigning work and related responsibilities where the Contract Documents may not clearly state who is responsible for providing the work, material, or product.
- F. Provide construction management oversight of all items described in Section 1.5 below.

1.5. SUB-CONTRACTOR PERFORMANCE REQUIREMENTS

- A. Be familiar with all of the contract documents as they pertain to your Work, adjacent work and the overall progress of the project.
 1. All Sub-contractors shall be familiar with all Division 1 specifications as they may apply to progress, progress payments, quality control construction management, and closeout of the contract.
- B. Coordinate your Work with all adjacent work and existing conditions.
 1. Perform your work in proper sequence according to the Contractor's project schedule and in relation to the work of other trades.
 2. Notify other sub-contractors and trades whose work may be connected to, combined with, or influenced by your work and allow them reasonable time and access to complete their work.
 3. Join your work to the work of others in accordance with the intent of the Contract Documents.
 4. Order materials and schedule deliveries to facilitate the general progress of the Work.
- C. Cooperate with all other trades to facilitate the general progress of the work. This shall include providing every reasonable opportunity for the installation of work by others and the storage of their materials and equipment.
 1. In no case shall any contractor exclude from the premises or work any Sub-contractor or their employees.
 2. In no case shall any contractor interfere with the execution or installation of Work by any other Sub-contractor or their employees.
- D. Arrange your work, equipment, and materials and dispose of your construction waste to not interfere with the work or storage of materials of others or the operation of the Botanical Gardens.
- E. Coordinate all work as indicated during pre-installation meetings with Owner Representatives, the Contractor and other trades. Any work improperly coordinated shall be relocated as designated by the Owner Representative at no additional cost to the City.

1 **PART 2 – PRODUCTS – THIS SECTION NOT USED**

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3 **PART 3 – EXECUTION – THIS SECTION NOT USED**

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END OF SECTION

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**SECTION 01 31 19
PROJECT MEETINGS**

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PART 1 – GENERAL

1.1. SUMMARY

- A. The purpose of this specification is to identify various project related meetings and the responsible parties for scheduling, agendas, minutes, and required attendance.
- B. This specification is not intended to be inclusive of all meeting types or a complete list of required meetings.
- C. This specification is not intended to cover planning and execution meetings between the Contractor and their sub-contractors.

1.2. RELATED SPECIFICATIONS

- A. 01 32 16 Construction Progress Schedules

1.3. PROJECT MEETING TYPES

- A. The following project meeting types shall be used but not be limited to the following:
 - 1. Preconstruction Meeting
 - 2. Construction Progress Meetings
 - 3. Pre-installation Meetings (including mock-up review meetings)
 - 4. Construction Closeout Meetings
 - 5. Weekly Trade Meetings as applicable
 - 6. Special Meetings as needed

1.4. GENERAL REQUIREMENTS

- A. Representatives of Contractors, Subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

PART 2 – PRODUCTS – NOT USED IN THIS SECTION

PART 3 - EXECUTION

3.1. PRECONSTRUCTION MEETING

- A. After execution of the Contract the City Project Manager (CPM) shall schedule and conduct the Preconstruction Meeting at the Owner's facilities. The CPM shall coordinate the meeting agenda with the Project Architect (PA)/Project Engineer (PE) and the Contractor Project Manager.
- B. The CPM shall be responsible for the final agenda.
- C. The CPM shall take notes on the meeting and post completed meeting minutes.
- D. Attendance shall be required by all of the following:
 - 1. Owner Representative(s)
 - 2. PA/PE and applicable sub consultant(s)
 - 3. Contractor and applicable subcontractors and suppliers
 - 4. City Quality Management Staff
 - 5. Others, as may be invited for particular agenda items
- E. Topics of the Preconstruction Meeting shall include but not be limited to the following:

1. Staff and contractor introductions
2. Site tour and discussion
 - a. Review of storage spaces
 - b. Landscape protection and treatment
 - c. Hours of operation
3. Administrative requirements
 - a. Section 01 29 73 Schedule of Values
 - b. Section 01 41 00 Regulatory Requirements (Permits)
 - c. Section 01 31 19 Project Meetings
 - d. Section 01 32 19 Submittals Schedule
 - e. Section 01 74 19 Waste Management and Disposal
 - f. Section 01 78 36 Warranty Checklist
 - g. Section 01 29 76 Progress Payment Procedures
 - h. Section 01 45 16 Field Quality Control Procedures
4. Construction Schedule
 - a. Section 01 32 16 Construction Progress Schedule
 - b. Progress Meetings Schedule
 - c. Preinstallation meetings

3.2. CONSTRUCTION PROGRESS MEETINGS

- A. In general all of the following shall apply:
 1. Representatives of Contractors, Subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
 2. The attendance shall be from the required attendance list in 3.1.D. above.
- B. The Contractor Project Manager (ContractorPM) shall:
 1. Schedule and conduct all construction progress meetings biweekly or more frequently as required.
 2. Prepare agenda for meetings including, but not limited to the following:
 - a. Safety
 - b. Current Schedule, including review of the critical path and 6-week look ahead schedule
 - c. Status of project related documentation (Submittals, RFIs, CBs, etc.)
 - d. Quality Observation Log and status of correction of deficient items
 - e. Project questions and issues from meeting attendees
 - f. Administrative Requirements Check
 - g. Other as needed
 - h. Status of CORs and COs to be reviewed outside the standard progress meeting time.
 3. Make physical arrangements for meetings.
 4. ContractorPM to post meeting agendas no less than two (2) working days prior to the scheduled meeting. Notify all required attendees, applicable parties to the contract, and others affected of the posted meeting agenda.
 5. Facilitate meetings.
 6. Route a meeting attendance roster for attendees to sign-in on.
 7. ContractorPM to record and prepare the minutes of the meeting; include significant proceedings and decisions. Post meeting minutes no more than two (2) working days after the completed meeting. Meeting minutes shall include a scanned copy of the attendance sign-in sheet. Notify all required meeting attendees, applicable parties to the contract, and others affected by decisions made at the meetings.
 8. The above requirements do not apply to Contractor/sub-contractor meetings.

3.3. PRE-INSTALLATION MEETINGS

- A. The ContractorPM shall schedule and conduct all pre-installation meetings, including mockup reviews, before each construction activity that requires coordination with other trades.
- B. The ContractorPM shall be responsible for the final agenda and meeting minutes.
- C. The ContractorPM will work with all concerned parties to resolve issues as needed and submit RFIs if necessary.
- D. Required attendance shall be from the list in 3.1.D. above and shall be personnel having a stake in the outcome of the installation or knowledge of the system being installed.
- E. In the event the Contractor installs equipment or materials without a pre-installation meeting, the Contractor shall be solely responsible for removing, replacing, repositioning materials and equipment as instructed by the PA/PE or CPM at no additional cost to the City.

3.4 CONSTRUCTION CLOSEOUT MEETING

- A. One (1) Construction Closeout Meeting shall be held to review the closeout procedures, requirements, and contract deliverables.
 - 1. The Construction Closeout Meeting shall be scheduled prior to the 90% Progress Payment Request being requested. This meeting shall discuss, but not be limited to, the status of scheduling final regulatory inspections, cleaning up outstanding QMO's, demonstration and training, O&M manuals, attic stock; and other related documents.
- B. The ContractorPM shall schedule, coordinate, and make physical arrangements for the meetings. This meeting can be held as part of a regular Progress Meeting.
- C. All of the following shall be required to attend the meeting:
 - 1. The ContractorPM and the Contractor Field superintendent
 - 2. All Subcontractor Project Managers regardless of the current status of their work.
 - a. The ContractorPM may excuse a Subcontractor PM if they are confident that all contractual requirements for closeout by the subcontractor have been completed and/or delivered to the ContractorPM. The list of attendees shall be reviewed and agreed upon with CPM ahead of the meeting.
 - b. At the option of these project managers the field supervisors may also attend.
 - 3. The PA/PE and at least one design consultant from each discipline represented by the plans and specifications to address open QMOs, final tests, reports, etc.
 - 4. The Owner
 - 5. The CPM
 - 6. Quality Management staff as needed to address open QMOs, final tests, reports, etc.
 - 7. The CPM shall facilitate the Construction Closeout topic at the meeting and may prepare the minutes as needed) related to the Construction Closeout topic including significant proceedings and decisions. Meeting minutes shall include a scanned copy of the attendance sign-in sheet. Notify all required meeting attendees, applicable parties to the contract, and others affected by decisions made at the meetings.

3.5 OTHER SPECIAL MEETINGS

- A. The Contractor shall schedule special meetings per the requirements of these specifications.
- B. Special meetings may include but are not limited to the following:
 - 1. Other meetings as necessitated by the contract documents

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULES

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3.1. OVERALL PROJECT SCHEDULE (OPS)	1

PART 1 – GENERAL

1.1. SCOPE

- A. The Overall Project Schedule (OPS) is a Contractor provided schedule that identifies project timeframes for tasks.
- B. This specification is not intended to include internal schedules generated by the Contractors during their planning and execution of the contract.

1.2. RELATED SPECIFICATIONS

- A. Section 01 29 76 Progress Payment Procedures
- B. Section 01 31 19 Project Meetings
- C. Section 01 74 13 Progress Cleaning
- D. Section 01 77 00 Closeout Procedures
- E. Section 01 78 36 Warranties
- F. Other specification within the construction documents that may indicate the need for scheduling any event with City Project Manager (CPM), Project Architect (PA)/ Project Engineer (PE), Owner Representatives, including any owner provided equipment.

PART 2 – PRODUCTS – THIS SECTION NOT USED

PART 3 - EXECUTION

3.1. OVERALL PROJECT SCHEDULE (OPS)

- A. The Contractor shall prepare an OPS that covers the duration of the contract from the pre-construction meeting through the end of construction to final contract closeout.
 - 1. The Contractor shall review Specification 01 77 00 Closeout Procedures to become familiar with definitions, differences, and requirements for closing out the construction and contract including the association with progress payments.
- B. The Contractor shall provide copies and lead a discussion on the OPS during the pre-construction meeting.
- C. The OPS shall indicate start and end dates of each task associated with the project.
- D. The OPS shall clearly indicate the critical path of the project.
- E. The Contractor shall update the OPS as often as necessary during the duration of the project. Updates will be briefed during progress meetings.
- F. The Contractor shall include the updated OPS with each Progress Payment request.

END OF SECTION

SECTION 01 32 19
SUBMITTALS SCHEDULE

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PART 1 – GENERAL

1.1. SUMMARY

- A. The Contractor shall submit a complete and comprehensive list of all submittals anticipated during the execution of this contract.
- B. The Contractor shall include the Administrative submittals identified in item 1.6 below.
- C. The initial Submittals Schedule shall be based on the original contract documents used at the time of bidding and any posted addenda through awarding of the contract.
- D. The Submittal Schedule may be appended during the execution of the contract based on amendments to the contract in the form of Change Orders, Construction Bulletins, and other related documents that add, or change the scope of the work.

1.2. RELATED SPECIFICATIONS

- A. Section 01 29 76 Progress Payment Procedures
- B. Section 01 33 23 Submittals

1.3. RELATED DOCUMENTS

- A. The following documents shall be used as the basis for initiating the original Submittals Schedule.
 - 1. Drawing documents and specifications (including general provisions) as provided with the bid set documents and any published addenda.
- B. The following documents shall be used to amend the submittals schedule as needed during the execution of this contract.
 - 1. Documents associated with revisions or clarifications to number A.1 above after awarding of the contract, including but not limited to:
 - a. Construction Bulletins
 - b. Approved Change Orders

1.4. SUBMITTAL DEFINITIONS

- A. Administrative Submittal: Any submittal that may be required by a Division 1 Specification and as noted in Section 1.6 below.
- B. Critical Path Submittal: Any early submittal that needs a priority review due to early construction use or long lead times where a delay could affect the critical path of the construction schedule.
- C. Submittal: Any material, product, equipment, or general requirement as outlined in this and other specifications that require a favorable review or acceptance prior to proceeding with procuring the item or proceeding with the Work.

1.5. SUBMITTAL REQUIREMENTS

- A. The Contractor and all Sub-contractors shall review the construction documents including the specifications of their individual Division or Trade to compile a complete list of all materials, products, or equipment that will require a positively reviewed submittal to be completed prior to procurement and installation.
 - 1. Submittals shall include but not be limited to any of the following that may apply:
 - a. Shop Drawings

- b. Product Data
 - c. Assembly Drawings
 - d. Engineered Drawings
 - e. Product Samples
- B. The following items will require an approved submittal, verify with specifications for specific needs and requirements:
1. Contractor certifications for specialized work such as asbestos removal, lead paint removal, etc.

1.6. ADMINISTRATIVE SUBMITTALS

- A. The Contractor shall email the following submittals within 15 working days of receipt of the City of Madison Start Work Letter. All Administrative Submittals shall be approved prior to requesting Progress Payment Number 1.
1. Schedule of Values, see Specification 01 29 73
 2. Submittals Schedule, see Specification 01 32 19
 3. Waste Management Plan, see Specification 01 74 19
 4. Closeout Requirement Checklist, see Specification 01 77 00
 5. Warranty Checklist, see Specification 01 78 36

PART 2 – PRODUCTS – THIS SECTION NOT USED

PART 3 - EXECUTION

3.1. OVERALL RESPONSIBILITIES OF ALL CONTRACTORS

- A. All contractors shall be responsible for reviewing the drawings and specifications within their Divisions of Work to provide a complete and comprehensive list of submittals to the Contractor.
- B. Each list shall indicate the title of the submittal, the associated specification of the submittal, whether the submittal can be considered an early/middle/late submittal, the anticipated date the submittal will be provided and the anticipated date the submittal needs to be approved.
- C. Contractors shall be aware that the goals for submittal review by the PA/PE and City staff will be as follows:
1. For items on the Critical Path as identified by the Contractor, five (5) working days
 2. For most other submittals ten (10) working days
 3. Additional time may be needed for complex submittals or if re-submittals are required.
- D. The general format of the Submittal Schedule shall be tabular as per this example:

<u>Title</u>	<u>Specification</u>	<u>Critical Path (Y or N)</u>	<u>Date provided</u>	<u>Date required</u>	<u>Remarks</u>
Concrete Mix Design	03 30 00	Y	Oct 1, 2014	Oct 15, 2014	
Paint Draw Downs	09 90 00	N	Jan 2, 2015	Jan 20, 2015	

3.2. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be responsible for all of the following:
1. Consolidating all submittal lists from individual contractors into one master list.
 2. Reviewing all submitted lists for completeness, timing with the overall contract, etc. The Contractor shall meet with individual contractors to make changes as necessary.
 3. Submit the completed Submittals Schedule to the CPM for review. See Specification 01 33 23 Submittals for more information on this procedure.
 4. Resubmit the schedule as needed after initial reviews have been completed.
- B. The Contractor shall work with other contractors to amend the Submittals Schedule throughout the execution of the project based on changes and modifications as needed.
- C. The Contractor and PA/PE shall be responsible for reviewing and briefing the submittal schedule and submittals status at each bi-weekly construction meeting.

3.3. STAFF REVIEW RESPONSIBILITIES

- A. The PA/PE, consulting staff, Owner, and city staff will review the Submittal Schedule for completeness per the plans and specifications within their divisions of work. The reviewing staff may provide comments as needed. Some examples might include the following:
1. Submittal not required
 2. Provide photos of samples with digital submittal
 3. Confirm one submittal for complete system

- 1
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 - 8
 - 9
4. Append the schedule to include...
 5. See Specification <xyz> for additional requirements
- B. The PA/PE and CPM will finalize review comments regarding the Submittal Schedule. Re-submittal of the submittal schedule may be required.

END OF SECTION

SECTION 01 33 23
SUBMITTALS

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3.1. CONTRACTOR PROCEDURES	2
3.2. SUBMITTAL REVIEW	2
3.3. PROJECT ARCHITECT/PROJECT ENGINEER REVIEW	2

PART 1 – GENERAL

1.1. SUMMARY

- A. The Contractor shall be responsible for providing submittals for review of all contractors and sub-contractors as designated in the construction documents. Submittals shall include but not be limited to all of the following:
1. Equipment specified and pre-approved in the specification to ensure quality, construction, and performance specifications have not changed since final design.
 2. Equipment specified by performance in the specification to ensure that the intended quality, construction, and performance specified is met by the selected material or product.
 3. Shop, piece, erection, and other such drawings as indicated in the specifications to ensure all structural, dimensional, and assembly requirements are being met.
 4. Submittals indicating installation sequencing
 5. Submittals indicating control sequencing
 6. Contractor licensing, certification, and other such regulatory documentation when required by a specification.
 7. Other submittals as may be required by individual specifications.
- B. The submittal process shall not be used to determine alternates to specified products or equipment. All considerations shall be reviewed during the bidding process and acceptable alternates shall be acknowledged by addendum prior to the closing of bidding. See bidding instructions for the information on submitting alternates for consideration.
- C. In the event that a manufacturer has significantly changed a product (discontinued a model, changed dimension or performance data changed available colors, etc.) since bid opening the Contractor shall submit a Request for Information (RFI) to the Project Architect (PA)/Project Engineer (PE) requesting other approved alternates prior to uploading a digital submittal.
- D. Contractors and sub-contractors shall be responsible for knowing the submittal requirements of ALL sections within their scope of work under the contract. The Owner reserves the right to request documentation on any materials, equipment, or product being installed where a submittal is not on file. If the material, equipment, or product installed is determined not to meet the intent of the specification the contractor/sub-contractor shall be required to remove and replace the items involved. The Contractor shall be solely responsible for all costs associated with the removal and replacement.

1.2. RELATED REFERENCES

- A. Section 01 29 76 Progress Payment Procedures
- B. Section 01 32 19 Submittals Schedule
- C. Section 01 32 26 Construction Progress Reporting
- D. All Technical Specifications, contract documents, construction drawings, and any published addendums during the bidding process.
- E. All contract documents generated during the execution of the contract including but not limited to Requests for Information (RFI) and Construction Bulletins (CB).

1.3. SUBMITTAL REQUIREMENTS

- A. A completed submittal shall meet the following requirements:
1. Digital submittal shall be original PDF of manufacturer's data sheets or high quality color scan of the same.

- a. Submittals shall not include sales fliers or other similar documents that typically do not provide complete manufacturers data.
2. Documents within the PDF submittal shall be printable to a sized sheet no less than 8-1/2 by 11 inches and no larger than 24 by 36 inches.
3. At the beginning of each submittal the contractor shall identify the specification reference in RED block letters that the submittal is for.
4. Where multiple model numbers appear in a table the contractor shall identify the specific model being submitted by using a RED square, box, or other designation to distinguish the correct model from others on the page.
- B. A complete submittal will include all information associated with the product as presented in plans and specifications. Information shall include but not be limited to the following:
 1. Dimensional data
 2. Performance data
 3. Resource requirements, power, water, waste, etc.
 4. Clearance and maintenance requirements
 5. Finish information, colors, textures, etc.
 6. Warranty information
- C. Where a submittal includes material samples (glaze colors, paint draw downs, etc.) the contractor shall do the following:
 1. The Contractor shall submit the sample(s) as indicated in the specification.
 2. The Contractor shall include a quality photograph(s) of the product with the digital submittal. Photographs shall meet the following requirements:
 - a. Formatted to be between 500Kb and 1.0 Mb in file size
 - b. Have no glare or flash reflection on the sample
 - c. Sample fills the frame of the photo and shows detail as needed. Include multiple photos from other angles as needed.
- D. Submittals should be relative and related to a specific written specification.
 1. Group related items together if the specification is written that way. (I.E. all of the plumbing fixtures and trim relative to one specific specification should be submitted together).
 2. Submittals shall be grouped and adhere to the divisions in the submittal schedule. Submittals that do not conform to the submittal schedule and/or specification divisions will be rejected for re-submittal.

PART 2 – PRODUCTS – THIS SECTION NOT USED

PART 3 - EXECUTION

3.1. CONTRACTOR PROCEDURES

- A. All required submittals will be submitted electronically by the Contractor as noted in the approved Submittals Schedule.
- B. Emailing the submittal to the CPM indicates that the Contractor has reviewed and approved the submittal against the contract document requirements.
- C. The Contractor shall discuss submittal status at all progress meetings and shall monitor submittal review/approval/re-submittal to not incur delays in the project schedule.
- D. The Contractor and sub-contractors shall provide re-submittals as required.

3.2. SUBMITTAL REVIEW

- A. The PA/PE and Owner Representative shall review the submittal and provide commentary on missing items, incorrect information, or incomplete shop drawings, etc. as needed. This review shall be completed in a timely manner.
- B. When the internal review is completed the CPM will notify the PA/PE that the submittal is ready for final review.
- C. Information will be transmitted electronically.

3.3. PROJECT ARCHITECT/PROJECT ENGINEER REVIEW

- A. Upon completion of the internal review the PA/PE shall review all internal review comments, confer with the CPM as needed and determine the appropriate disposition status for the submittal (approved or resubmit).
- B. The PA/PE shall summarize final internal review comments onto the submittal cover sheet, provide a final disposition of the submittal and update the review status of the submittal to "Complete..." (with or without comments) or "Rejected".

- 1 C. A completed Final Review status initiates the CPM to notify the Contractor and appropriate sub-contractor(s)
- 2 that the review of the submittal has been completed.
- 3 D. Information will be transmitted electronically.
- 4

END OF SECTION

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6

**SECTION 01 41 00
REGULATORY REQUIREMENTS**

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PART 1 – GENERAL

1.1. REQUIREMENT INCLUDED

Unless otherwise specifically directed by the Contractor each Subcontractor shall comply with provisions of this Section as required for proper execution and completion of their Work or portions thereof.

1.2. PROCEDURES

Comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities having jurisdiction applicable to performance of the Work. Comply with and give notices required by Owner's and Contractor's insurance companies, local utilities and labor regulations relating to the performance of the Work, the protection of adjacent property, and the maintenance of passage ways, guard fences and other protective facilities.

The Contractor shall acquire all permits, licenses, and approvals necessary for the execution of this Contract and performance of the Work and provide evidence of such applicable permits, licenses, and approvals at the Pre-Construction Meeting or before commencement of the Work.

Where Contract Documents require abatement of hazardous materials, prior written Notice to the State of Wisconsin, Department of Natural Resources is required. The Contractor shall provide evidence of such Notice prior to commencement of the Work.

Procure all certificates of inspection, use, and occupancy, and all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work. Certificates of inspection, use and occupancy shall be delivered to the Owner upon completion of the Work in sufficient time for occupation of the Project in accordance with the approved schedule for the Work. The costs of such procurement, payment and delivery shall be included within the Base Bid.

Exercise precaution at all times for the protection of persons (including employees) and property. Observe the safety provisions of applicable laws, building and construction codes. Refer to the Manual of Accident Prevention in Construction, published by the Associated Contractors of America.

It is not Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, and rules and regulations. However, if Contractor observes that portions of the Contract Documents are at variance therewith, Contractor shall promptly notify PA/PE and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities having jurisdiction, the Contractor shall assume full responsibility for such Work and shall bear the costs attributable to correction.

Refer to the Sections of the Work for referenced codes, standards, tests, etc., applicable to the Work.

1.3. NOTICES

Concealed or Unknown Conditions:

If the Contractor encounters conditions at the site are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual

1 nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction
2 activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the
3 Owner and the PA/PE before conditions are disturbed and in no event later than 21 days after first observance of the
4 conditions. The PA/PE will promptly investigate such conditions and, if the PA/PE determines that they differ materially
5 and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any of the Work, will
6 recommend and equitable adjustment in the Contract Sum or Contract Time, or both. If the PA/PE determines that the
7 conditions at the site are not materially different from those indicated in the Contract Documents and that no change in
8 the terms of the Contract is justified, the PA/PE shall promptly notify the Owner and Contractor in writing, stating the
9 reasons.

10
11 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers,
12 archaeological sites, or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend
13 any operations that would affect them and shall notify the Owner and PA/PE. Upon receipt of such notice, the Owner
14 shall promptly take any action necessary to obtain governmental authorization required to resume operations. The
15 Contractor shall continue to suspend operations until otherwise instructed by the Owner but shall continue with all
16 other operations that do not affect those remains or features.

17 18 **1.4 PERMITS**

19 Permits, Fees, Licenses, and Inspections: The City of Madison (Owner) is subject to all permits, inspections and
20 associated fees for construction, demolition, utility connection, storm water management, and other similar
21 requirements that may be required to complete the scope of work associated with these contract documents.

22
23 Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for the building permit as well as
24 for other permits, fees, licenses, inspections and approvals by government and utility agencies, necessary for proper
25 execution and completion of the Work.

26
27 Contractor shall obtain all permits and pay all fees required by local utilities for permanent electric and gas service as
28 applicable to the work.

29
30 Owner will obtain plan approvals and pay all fees required by the Wisconsin Department of Safety and Professional
31 Services as applicable.

32
33 Contractor shall be responsible for scheduling all required inspections that may be conditions of any required permits.

34
35 Contractor shall obtain copies of all required permits and certificates of inspection applicable to the work.

36
37 Contractor shall provide high quality scanned images of all required permits and inspections and email them to the
38 Owner and PA/PE.

39 40 **PART 2 – PRODUCTS - THIS SECTION NOT USED**

41 42 **PART 3 – EXECUTION - THIS SECTION NOT USED**

43
44
45 **END OF SECTION**
46

SECTION 01 45 16
FIELD QUALITY CONTROL PROCEDURES

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PART 1 – GENERAL

1.1. SUMMARY

- A. The City of Madison has developed a multi-faceted Quality Management Program that begins with contract signing and runs through construction closeout to ensure the best quality materials, workmanship, and products are delivered for the contracted Work.
2. The Quality Management Observation (QMO) is an ongoing observation of the construction process as it progresses. The City of Madison does not use a "Punch List" or "Corrections List" as it is typically known throughout the construction industry. The QMO process acts as an "in progress punch list".
 - a. By using the QMO process the City of Madison's goal is to have a zero item punch list prior to the 90% progress payment and owner occupancy.
- B. All contractors shall be required to review the specifications identified in Section 1.2 below, and other related specifications identified therein to become familiar with the terminology and expectations of this City of Madison contract.
- C. It is the intent of this specification to outline the requirements, expectations, and responsibilities of the Contractor, Project Architect (PA)/Project Engineer (PE), and other representatives of the Owner for items of Quality Assurance and Quality Control.
 1. This specification is not intended to conflict other specifications requiring testing and inspecting services.
 2. This specification does not relieve the Contractor from any requirements associated with regulatory inspections performed by the City of Madison Building Inspection Unit, or inspectors from other agencies as required by code.
 3. Any testing performed by an Owner's Representative does not relieve the Contractor from performing any testing that may required by the construction documents.

1.2. RELATED SPECIFICATION SECTIONS

- A. Section 01 26 13 Request for Information (RFI)
- B. Section 01 29 76 Progress Payment Procedures
- C. Section 01 31 13 Project Coordination

1.3. PERFORMANCE REQUIREMENTS

- A. All contractors shall be responsible for a proper quality assurance/quality control (QA/QC) program throughout the execution of the Work defined within the construction documents, including all recognized construction industry standards and all applicable regulatory codes.
- B. The Contractor shall be responsible for all of the following:
 1. Monitor the quality of all workmanship, supplies, materials, and products being installed by all contractors and installers to ensure they meet or exceed the minimum requirements set forth by the construction documents.
 2. Submit a Request for Information (RFI) whenever manufacturers' instructions or referenced standards conflict with the construction documents before proceeding with the Work.
 3. Ensure that Work requiring special certifications or licensing is being performed by is being performed and supervised by personnel that meet the appropriate requirements.

- 1 a. Ensure that all certificates and licenses are current throughout the execution of the project.
2 C. The City of Madison and its representatives shall perform quality assurance and quality control activities
3 throughout the execution of this project. This in no way relieves the Contractor of maintaining an acceptable
4 QA/QC program.
5

6 **1.4. QUALITY ASSURANCE**

- 7 A. The Contractor shall be responsible for the following:
8 1. All materials, equipment, and products shall be new, clean, undamaged, and meet the performance
9 specifications defined within the construction documents including favorably reviewed submittals.
10 a. Any material, equipment, or product that does not meet the requirements of the construction
11 documents shall be removed and replaced, including any adjacent and related work, at the
12 Contractors expense.
13 2. All Work shall be performed by persons properly trained and/or qualified to produce workmanship of the
14 quality specified in the construction documents.
15 3. Providing access to updated as-builts, addenda, submittals, bulletins and other related construction
16 documents at the project site.
17 B. The City of Madison and its representatives may be responsible for any of the following:
18 1. Attend pre-installation meetings
19 2. Attend construction progress meetings
20 3. Review all submittals and mock ups
21 4. Conduct field visits for QA/QC purposes, provide feedback to the Contractor and sub-contractors using
22 Quality Management Observation (QMO) reports.
23 5. Review
24

25 **1.5. QUALITY MANAGEMENT OBSERVATION REPORT**

- 26 A. The Quality Management Observation report or QMO is used as a QA/QC tool by those entities responsible for
27 QA/QC activities, including but not limited to, the Contractor, CPM, Owner, PA/PE, etc.
28 B. QMOs are designed to be an early observation of non-conforming construction work before it becomes buried
29 by follow on work. As such it is most often used as an "in progress punch list".
30 C. QMO reports and tracking will be distributed electronically. The distribution list will be established by the
31 Contractor and CPM.
32

33 **PART 2 – PRODUCTS - THIS SECTION NOT USED**

34
35 **PART 3 - EXECUTION**

36
37 **3.1. QUALITY MANAGEMENT RESPONSIBILITIES**

- 38 A. While making routine progress visits to the construction project the Contractor, CPM, and PA/PE, and applicable
39 others shall observe the details of the construction and installations to ensure that the intent of the construction
40 documents is being followed.
41 B. If during the progress visit there is a determination of contract non-conformance a QMO report shall be initiated
42 to begin the documentation process.
43 1. The Contractor field superintendent shall be informed immediately of any issue that may cause harm,
44 damage to finished work, or be buried prior to properly filing a QMO report.
45 C. The following information will be included in a QMO report:
46 1. The date and time of the field visit
47 2. References to construction documents if any (examples; specification, drawing page, details, approved
48 submittals, RFI, CB, etc.)
49 3. Short title for the observation being made
50 4. Detailed description of the observation being made
51 5. Assignment of categories (Sitework, Structure, Enclosure, Interior, etc.) from the given list that may apply
52 to the observation being reported.
53 6. Assignment of responsible contractor(s) that may need to be aware of the observation.
54 7. Any attachments that may help provide reference to the observation.
55

56 **3.2. RESPONDING TO A QMO**

- 57 A. All contractors receiving email notification of a QMO Observation shall review the details of the observation.

- 1 B. The Contractor shall be responsible for determining the course of action required to remedy the non-conforming
2 issue and shall coordinate and direct the contractor(s) responsible for any work related to the observation.
3 C. All contractors assigned to remedy the observation by the Contractor shall provide follow-up responses on the
4 QMO report as follows:
5 1. In the "Follow-Up Response" area enter a description of your follow-up response in the box provided.
6 2. Add attachments (pictures) if needed to show the work has been completed.
7

8 **3.3. CONTRACTOR FOLLOW-UP**

- 9 A. The Contractor shall inspect the work to ensure that all assigned contractors have remedied the observation to
10 the intent of the construction documents.
11 B. The Contractor shall respond with any additional comments in his/her response box.
12

13 **3.4. QMO CLOSEOUT PROCEDURE**

- 14 A. The person who initiated the QMO shall review the remedied work and if properly corrected shall close and date
15 the QMO form and return to CPM.
16

17 **3.5. CONSTRUCTION CLOSEOUT**

- 18 A. The Contractor shall note that successful close out QMOs are required for construction closeout as follows:
19 1. Certain progress payments as identified in Specification 01 29 76 are contingent on QMO reports being properly
20 closed out.
21
22
23

24 **END OF SECTION**
25

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

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PART 1 – GENERAL

1.1. SUMMARY

- A. This Section includes general procedural requirements for temporary facilities and controls including, but not limited to the following:
1. Temporary Utilities
 2. Barriers
 3. Fencing
 4. Exterior Enclosures
 5. Security
 6. Vehicular Access and Parking
 7. Waste Removal
 8. Project Identification

1.2. RELATED SPECIFICATION SECTIONS

- A. Section 01 31 19 Progress Meetings
- B. Section 01 74 19 Construction Waste Management and Disposal

1.3. QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
1. Building Code requirements
 2. Health and safety regulations
 3. Utility company regulations
 4. Police, Fire Department and Rescue Squad rules
 5. Environmental protection regulations
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities".
- C. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code".

1.4. TEMPORARY UTILITIES

- A. Owner will provide the following:

1. Electrical power and metering, consisting of existing facilities.
2. Water supply, consisting of existing facilities.
- B. General:
 1. Existing facilities may be used.
- C. Water Service: water is available from existing building services.
 1. Use trigger-operated nozzles for water hoses, to avoid waste of water.
- D. Temporary Electric Power Service (if required): Electrical Contractor shall extend temporary power from existing building services.

1.5. BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

1.6. FENCING

- A. Construction: Contractors option.

1.7. SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.8. VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.

1.9. WASTE REMOVAL

- A. See Section 01 74 19 - Waste Management, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site periodically.
- D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10. PROJECT IDENTIFICATION

- A. Contractor may install one project identification sign at the project site that follows MGO 31.044(1)(d)3 except for sign size which is noted below.
- B. Sign Content:
 1. Project title,
 2. City of Madison logo, Parks Division logo
 3. Prime Contractor logo
 4. Optional: Full color rendering for one high resolution image as furnished by Architect/Engineer and approved by Owner as applicable.
- C. Sign Size: 48" x 72" or 24 square feet maximum
- D. Sign Location: Erect on site at location determined by Owner. Design sign and structure to withstand 50 miles/hr wind velocity. Sign finish and construction shall be adequate to withstand weathering, fading, and chipping for duration of construction.
- E. No other signs are allowed without Owner permission except those required by law.

PART 2 - PRODUCTS

2.1. TEMPORARY PARTITIONS

- A. Provide dustproof partitions or barriers to limit dust and dirt migration.

2.2. EQUIPMENT

- A. Temporary Lifts and Hoists: Contractors requiring temporary lifts and hoists shall provide facilities for hoisting materials and employees.
- B. Electrical Outlets: Electrical Contractor shall provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
- C. Electrical Power Cords: Contractors requiring power cords shall provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- D. Lamps and Light Fixtures: Electrical Contractor shall provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- E. Heating Units: Contractor shall provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.
- F. First Aid Supplies: Contractor shall provide first aid supplies complying with governing regulations.
- G. Fire Extinguishers: Contractor shall provide hand-carried, portable UL-rated, fire extinguishers of NFPA recommended classes for the exposures, extinguishing agent and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1. TEMPORARY FIRE PROTECTION

- A. Until fire protection needs are supplied by permanent facilities, Contractor shall install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses.
- B. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations".
- C. Locate fire extinguishers where convenient and effective for their intended purpose.
- D. Store combustible materials in containers in fire-safe locations.
- E. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires.
- F. Prohibit smoking on the premises.
- G. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
- H. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Instruct personnel in methods and procedures. Post warnings and information as needed.

3.2. COLLECTION AND DISPOSAL OF WASTE

- A. Collect waste from construction areas and elsewhere daily
- B. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly.
- C. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F.
- D. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

3.3. ENVIRONMENTAL PROTECTION

- A. Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.
- B. Avoid use of tools and equipment that produce harmful noise.
- C. Restrict use of noise making tools and equipment to 7:00 AM – 7:00 PM per MGO 24.08.

3.4. PROTECTING INSTALLED CONSTRUCTION

- A. The Contractor shall:
 - 1. Not provide the cheapest or least effective method as an effort to meet any protection requirement.

2. Provide materials of sufficient quality, and durability to provide adequate protection based on the seasonal conditions and the anticipated duration at the time the protection will be needed.
3. Provide sufficient quantity of protection material to protect the construction as needed.
4. Report any incident of damage to existing property, right-of-way, or utility to the CPM immediately upon rendering the incident safe, and notifying emergency response teams, and emergency utility crews as needed.
5. Conduct a site walk through prior to leaving at the end of each day to assess:
 - a. Protection measures are properly in place, provide correction actions as necessary.
 - b. Note damage to existing completed work and schedule repair/replacement as needed.
6. Ensure all contractors and workers are being diligent in protecting existing work, and newly installed construction.
7. Provide plywood turning pads for skid loaders to turn on to prevent tire marking on existing pavement.
8. Not permit the parking of vehicles with any kind of fluid leaks to park on existing pavement.
9. Be responsible for cleaning, repairing, or replacing any completed work or work in progress under this specification as deemed necessary by the CPM without additional cost to the contract.
10. Clean dirtied areas and repair/replace damaged areas immediately.
- B. Prior to installing protective measures the responsible contractor shall propose to the Project Architect (PA)/ Project Engineer (PE) and City Project Manager (CPM) the proposed plan for protection, materials to be used and samples as necessary. The PA/PE and CPM reserve the right to disapprove any proposed method and/or material and/or make alternate proposals.
- C. Contractors doing work in unprotected areas of finished work shall be required to provide drop cloths and other protection as noted within this specification for the duration of their work.
 1. Finished areas shall be sufficiently covered to accommodate all equipment, and materials being used to complete the work being done.
 2. Finished areas shall be sufficiently covered to prevent splatters, over spray, etc. when doing touch-up work.
 3. Contractors who do not provide sufficient protection under this sub-section shall be responsible for any costs associated with cleaning, repairing or replacing already finished construction at no additional cost to the contract.

3.5. PROTECTING LANDSCAPE FEATURES

- A. Except where specifically stated in other areas of the construction documents the following minimal protection requirements shall apply under this section.
 1. Whenever possible do not install new landscape features until exterior building construction has been completed, equipment such as scaffolding and lifts are no longer needed and have been removed, and heavy equipment operation is no longer required.
 2. Coordinate with CPM to remove and temporarily store all existing landscape features such as benches, waste receptacles, signage, and other such features that will be within the area of Work that can be removed.
 3. Landscape features that cannot be removed such as sculptures, flag poles, light poles, light bollards, etc. shall be protected using a fencing type determined by the Owner.
 4. Planting beds shall be protected using a fencing type determined by the Owner around the exposed perimeter of the planting bed as needed.
 5. The City of Madison Standard Specification 107.13 shall apply to all tree protection in and around the project site at all times. The Contractor shall provide tree protection as required by the Owner for the duration of the project. Under no circumstances shall the Contractor trim tree branches.

END OF SECTION

**SECTION 01 74 13
PROGRESS CLEANING**

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PART 1 – GENERAL

1.1. SUMMARY

- A. Throughout the execution of this contract all contractors shall be responsible for maintaining the project site in a standard of cleanliness as described in this specification.
- B. All contractors shall also comply with the requirements for cleaning as described in other specifications.
- C. Work included in this specification shall include but not be limited to:
 - 1. Safety Cleaning
 - 2. Project Site Cleaning
 - 3. Progress Cleaning
 - 4. Final Cleaning

1.2. RELATED SPECIFICATIONS

- A. Section 01 74 19 Construction Waste Management and Disposal

1.3. QUALITY ASSURANCE

- A. The Contractor shall conduct daily inspections, more often if necessary, of the entire project site to ensure the requirements of cleanliness are being met as described within these specifications.
- B. All contractors shall comply with other regulatory requirements as they apply to waste recycling, reuse, hauling, and disposal requirements of any governmental authority having jurisdiction.
- C. The Owner reserves the right to have work done by others in the event any contractor fails to perform cleaning as described within these specifications. The cost of any Owner provided cleaning shall be charged to the contractor through a deduct change order.

PART 2 - PRODUCTS

2.1. CLEANING MATERIALS AND EQUIPMENT

- A. The Contractor shall provide all required personnel, equipment, and materials necessary to maintain the required level of cleanliness as described in this specification.
- B. Use only cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer, or as approved by the Project Architect (PA)/Project Engineer (PE).
- C. Use only cleaning materials, equipment, and methods as recommended in the manufacturers care and use guide of the material, finish or equipment being cleaned.

PART 3 - EXECUTION

3.1. SAFETY CLEANING

- A. All Contractors shall be responsible for safety cleaning as required by OSHA and other regulatory requirements as applicable.
- B. Safety Cleaning shall include but not be limited to the following:

1. All work areas, passageways, ramps, and stairs shall be kept free of debris, scrap materials, pallets, and other large items that would obstruct exiting routes. Small items such as tools, electrical cords, etc. are picked up when not in use.
2. Form and scrap lumber shall have nails/screws removed or bent over. Lumber shall be neatly stacked in an area designated by the Contractor.
3. Spills of oil, grease, and other such liquids shall be cleaned immediately or sprinkled with sand/oil-dry first, then cleaned.
4. Oily, flammable, or hazardous items shall be stored in appropriate covered containers and storage devices unless actively being used.
5. Oily, or flammable rags, and other such waste shall only be disposed of in authorized covered containers.
6. Disposal by burning shall not be allowed at any time.

3.2. PROJECT SITE CLEANING

- A. This section applies to the general cleanliness of the project site as a whole for the duration of the execution of this contract.
- B. Project Site Areas
 1. The Contractor and other Contractors as appropriate shall ensure the following levels of cleanliness are applied to the project site areas:
 - a. The overall appearance of the project site is neat and orderly. Defined areas for material storage, material waste, job trailers, and the project area are clean and well maintained.
 - b. The construction fence is maintained, erect with no gaps, and properly posted per all regulatory requirements.
 - c. Stored materials are kept in original shipping containers whenever possible. Stored materials not in shipping containers are properly stored and protected according to other applicable specifications.
 - d. All scraps and debris shall be properly disposed of as often as necessary to keep work areas, passageways, stairs, and ramps free of debris and clear for emergency exiting.
 - e. Hand tools, supplies, materials, electrical cords not being used are picked up and stored in gang boxes, not left as walking hazards in work areas, passageways, etc.
 - f. All loose materials (construction or waste) are properly tied or weighted down to resist blowing.
 - g. All construction materials are properly covered with fully functional tarps or plastic wrap, protected from the weather, coverings are tied, strapped, or weighted down to resist blowing.
 - h. Dust control is applied as necessary or as required by any regulatory requirement.

3.3. PROGRESS CLEANING

- A. This sub-section shall apply to all Progress Cleaning prior to the installation of finishes and materials.
 1. For the purposes of this section "clean" shall be defined as a level of cleanliness free of dust and other material capable of being removed by use of reasonable effort using a good quality janitor broom and shop-vac.
 2. Daily cleanings shall be conducted by all contractors at the end of the work day as follows:
 - a. Large items shall be properly stored, returned to designated areas, or disposed of as necessary.
 - b. Loose materials shall be properly secured.
 - c. Flammable or hazardous materials are properly stored or disposed of.
 3. Weekly cleaning shall be conducted by all contractors as designated by the Contractor. Weekly cleanings shall include all the above for a daily cleaning and other necessary cleaning as designated by the Contractor.
- B. This sub-section shall apply to Progress Cleaning in preparation for the installation of finishes.
 - a. Surfaces receiving finishes shall be thoroughly cleaned prior to contractors applying finish materials. The Contractor shall be responsible for inspecting the area and surfaces being cleaned for finish prior to the sub-contractor applying the finish. This shall include but not be limited to the following:
 - i. Wood surfaces shall be wiped clean of dirt and oily residues, vacuumed free of dust, and shall be free of surface imperfections prior to painting.
 - ii. Metal surfaces shall be wiped clean of dirt and oily residues, and be free of surface imperfections prior to applying finish.
- C. This sub-section shall apply to Progress Cleaning after the installation of finishes.
 1. For the purposes of this section "clean" shall be defined as a level of cleanliness free of dust and other material capable of damaging or visually disfiguring finished work and finishes.

2. Progress Cleaning at this point in the contract shall be conducted immediately as follows:
 - a. Dust, dirt, etc. shall be swept and vacuumed.
 - b. Liquid spills shall be cleaned up according to the spill type. This shall include drips and spills caused by paint, stain, sealants, and other such items.
3. The Contractor(s) at no additional cost to the Owner shall be responsible for replacing any finished work and finishes damaged or disfigured because of inadequate or improper cleaning.

3.4. FINAL CLEANING

- A. Final Cleaning shall not be conducted unless the PA/PE and CPM agree that all of the following are complete:
 1. All final regulatory inspections including but not limited to Building Inspection Department and other applicable inspections have been successfully completed.
 2. All Quality Management Observation (QMO) reports have been closed out.
 3. All Attic Stock has been consolidated and located to its designated area.
 4. All protection for installed construction shall be removed prior to final cleaning by the contractor responsible for providing the protections. This shall include the removal of any adhesive residues left behind from tapes. Contractors shall only use manufacturer authorized cleaning materials for removing adhesives, etc.
- B. For the purposes of this section "clean" shall be defined as a level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
- C. The Contractor shall be responsible for ensuring that all requirements under this section are being met.
- D. General Requirements
 1. Employ experienced personnel or professional cleaners for final cleaning as necessary for the areas or equipment being cleaned.
- E. Refer to all other specifications in this contract for specific requirements regarding final cleaning of finishes, fixtures, equipment, etc.
- F. Exterior Cleaning shall include but not be limited to the following:
 1. All surfaces (exterior and interior) shall be free of dust and streaking from construction activities.
 2. Surfaces shall be clean of dirt and free of splashed or excess materials such as sealants, mortar, paint, etc.
 3. All waste receptacles shall be empty.
 4. Paved areas shall be clean, free of dirt, oily stains and other such blemishes.
 5. Lights and diffusers are clean and free of dust.

3.5. CALL BACK WORK

- A. The Contractor shall be responsible for ensuring that any contractor returning to the project site for completion or correction work has re-cleaned and restored the area to the levels described in section 3.4 above upon completion of the work. This shall include but not be limited to the following:
 1. The immediate area(s) where work was completed.
 2. Adjacent areas where dust or debris may have traveled.
 3. Other areas occupied during the completion of the call back work.
 4. Path of entrance/exit, to/from the area(s) of work.

END OF SECTION

**SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

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PART 1 – GENERAL

1.1. SUMMARY

- A. This specification includes administrative and procedural requirements for the recycling, re-use, salvaging, and disposal of non-hazardous construction and demolition waste. This specification also includes requirements for the disposal of hazardous construction and demolition waste.
- B. The Contractor shall be fully responsible for complying with all applicable ordinances and other such regulatory requirements during the execution of this contract.

1.2. RELATED SPECIFICAITONS

- A. 01 29 76 Progress Payment Procedures
- B. 01 33 23 Submittals
- C. Other Divisions and Specifications that may address the proper disposal of construction or demolition waste as it pertains to work being conducted under that particular specification section.

1.3. CITY ORDINANCES

- A. There are two (2) Madison General Ordinances (MGO) that the City of Madison has regarding construction and demolition waste.
 - 1. MGO 10.185, Recycling and Reuse of Construction and Demolition Debris, describes the requirements associated with this ordinance including definitions, documentation requirements, and penalties.
 - 2. MGO 28.185, Approval of Demolition (Razing, Wrecking) and Removal, describes the requirements associated with applying for and receiving a demolition permit.
- B. All City of Madison contracts being conducted by City Engineering, Facility Management, for construction, remodeling, or demolition shall comply with the above ordinances regardless of project type or size.

PART 2 – PRODUCTS – THIS SECTION NOT USED

PART 3 - EXECUTION

3.1. GENERAL GUIDELINES FOR ALL WASTES

- A. Recycle all paper and beverage containers used by workers, sub-contractors, suppliers and visitors to the project site.
- B. All revenues, savings, rebates, tax credits, and other such incentives received from recycling, reusing, or salvaging waste materials shall accrue to the Contractor unless specified otherwise in the contract documents.
- C. Separate recyclable, reusable, and salvageable waste from other waste materials, trash, and debris except where Waste Management Disposal Company allows comingled waste materials, see section 1.8.D above.
 - 1. Separate by type in appropriate containers or designated areas according to the approved waste management plan away from the construction area. Do not store within the drip lines of existing trees.
 - 2. Inspect containers and bins frequently for contamination and inappropriately sorted materials. Remove contaminated materials and resort as necessary.
 - 3. Stockpile bulk materials such as sand, topsoil, stone, etc., on site away from the construction area and without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water, and cover to prevent windblown dust. Do not store within the drip lines of existing trees.
 - 4. Whenever possible store items off the ground and/or protect them from the weather.

3.2. GUIDELINES FOR RECYCLABLE, RE-USABLE, AND SALVAGEABLE WASTE

- A. The following guidelines is not a complete or all inclusive list and shall be adjusted as needed by the methods and procedures identified in the Waste Management Plan.
- B. Clean Fill: concrete, masonry, stone, asphalt pavement, sand and other such materials shall be transported to an authorized recycling facility.
- C. Clean Wood Materials: Including but not limited framing cutoffs, wood sheathing or paneling materials, structural or engineered wood products, and pallets or crates. Clean Wood shall be free of paints, stains, oils, preservatives and other such contaminants.
 - 1. Useable pieces shall be sorted by type and dimension, bundled and transported off site by the Contractor or returned to the supplier.
 - 2. Non-useable pieces shall be palletized or containerized, transport to an authorized recycling facility.
 - 3. Clean, uncontaminated sawdust and wood shavings shall be bagged, transport to an authorized recycling facility.
- D. Clay tiles: Break-up into transportable pieces as applicable, remove all other metals, transport to an authorized recycling facility.
- E. Roofing: Roofing materials shall be sorted and containerized by type, transport to authorized recycling facilities according to material types.
- F. Metals: Sort metals by type as follows:
 - 1. Lead flashings shall be removed and transported to an authorized waste facility by persons certified by the State of Wisconsin, Wisconsin Department of Health Services, Lead-Safe Wisconsin Program.
 - 2. Miscellaneous metals such as aluminum, brass, bronze, etc. shall be sorted by material, containerized or palletized as necessary, and transported to an authorized recycling facility.
- G. Packaging and shipping materials:
 - 1. Cardboard boxes and containers: Breakdown all cardboard boxes and containers into flat sheets. Bundle and store in a dry location until transported for recycling.
 - 2. Pallets:
 - a. Whenever possible require deliveries using pallets to remove them from the project site.
 - b. Neatly stack pallets in preparation for reusing them or providing them to other companies for salvage or re-use.
 - c. Break down pallets into component wood pieces that comply with the requirements for recycling clean wood materials. Neatly stack or palletize pieces in preparation for transportation.
 - 3. Crates: Break down crates into component wood pieces that comply with the requirements for recycling clean wood materials. Neatly stack or palletize pieces in preparation for transportation.
 - 4. Polystyrene Packaging: Separate and bag materials.

3.3. GUIDELINES FOR DISPOSAL OF WASTES

- A. The following guidelines shall be adjusted as needed by the methods and procedures identified in the Waste Management Plan.
- B. Any waste that is contaminated, organic, or cannot be recycled, re-used, or salvaged shall be legally disposed of in an authorized landfill or incinerator. Disposal methods shall follow all applicable regulatory requirements.
- C. No waste material of any kind shall be allowed to be buried on the project site at any time.
- D. No burning of any kind of waste material shall be permitted on this project site at any time.
- E. Paint and Stain: Paints, stains, and their containers shall be disposed of as follows:
 - 1. Whenever possible containers should be thoroughly cleaned immediately after emptying and sorted as appropriate (metal or plastic) for recycling.
 - 2. Empty containers, regardless of type or base material, may be disposed of with lids off with general garbage.
 - 3. Latex paint may be placed with general garbage if properly solidified as follows:
 - a. Small amounts (an inch or less in can): Remove lids and allow paint to dry out in the can and harden. Protect cans from rain and freezing.
 - b. Large amounts (more than one inch): Mix paint with equal amounts of cat litter, stir and allow to completely dry. Alternate method: mix with commercial paint hardener.
 - 4. Oil-based or combustible paints and stains, regardless of liquid or solid, shall be transported to an approved facility that takes such items such as Dane County Clean Sweep Sites.

END OF SECTION

SECTION 01 78 36
WARRANTIES

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PART 1 – GENERAL

1.1. SUMMARY

- A. The purpose of this specification is to provide clear responsibilities and guidelines related to providing all Warranties and Guarantees related to the Work, workmanship, materials, equipment, and other such items required by the Construction Documents.
- B. Manufacturers' disclaimers and limitations on product warranties do not relieve any contractor of the warranty on the Work that includes the product.
- C. Manufacturers' disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and any contractor required to provide special warranties under the contract documents.

1.2. RELATED SPECIFICATIONS

- A. Section 01 29 76 Progress Payment Procedures
- B. Other Divisions and Specifications that may address more specifically the requirements for Warranties related to the installation of all items and equipment installed under the execution of the Work.

1.3. DEFINITIONS

- A. Emergency Repair: The Owner or Owner Representative reserves the right to make emergency repairs as required to keep equipment or materials in operation or to prevent damage to property and injury to persons without voiding the contractors warranty or bond or relieving the contractor of their responsibilities during the warranty period.
- B. Installer: The company or contractor hired to install a finished product that was manufactured and supplied specifically for the Work within this contract. The Installer may or may not be the same company that supplied the product. See the definition for supplier.
- C. Supplier: Any company that makes a specific finished product for the Work from information within the Contract Documents. Examples of suppliers would include custom cabinets, steel stairs and railings, etc. A supplier would not be a company that distributes items manufactured by others such as an electrical or plumbing supplier.
- D. Warranty: A written guarantee from the manufacturer to the owner on the integrity of a product and its installation, and the manufacturers' responsibility to repair or replace the defective product or components within a specified time from the date of ownership. Warranty may also be used interchangeably with Guarantee. The following warranty types may be part of any specification within the Work associated with the Construction Documents:
 1. Expressed Warranty: A warranty that provides specific repair or replacement for covered components of a product over a specified length of time.
 2. Implied Warranty: A warranty that is not stated explicitly by a seller or manufacturer that the product is merchantable and fit for the intended purpose.
 3. Standard Product Warranty: Preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner. Standard warranties may be for any amount of time but shall not be for anything less than one (1) year from the warranty date.
 4. Special Warranty: A written warranty required by the Contract Documents either to extend the time limit provided under a standard warranty or to provide greater rights to the Owner.

- E. Warranty Date: The effective date that begins all warranty periods required for products, installations, and workmanship associated with the execution of the Work for this contract. The Warranty Date shall be set by the CPM.
- F. Related Damages and Losses: When correcting failed or damaged Warranted Work, remove and reinstall (or replace if necessary) the construction that has been damaged as a result of the failure or the construction that must be removed and replaced to obtain access for the correction of Warranted Work.
- G. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected reinstate the warranty by a new written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation unless specifically noted otherwise in a specification.
- H. Replacement Cost: All costs that may be associated with Work being replaced under warranty including but not limited to the following:
1. Related damages and losses
 2. Labor, material and equipment
 3. Permits and inspection fees
 4. This shall be regardless of any benefit the Owner may have had from the Work through any portion of its anticipated useful service life.
- I. Replacement Work: All materials, products, required labor, and equipment necessary to replace failed or damaged warranted to an acceptable condition that complies with the requirements of the original Construction Documents.
- J. Owners Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, and remedies.
1. Rejection of Warranties: The Owner reserves the right to reject any warranty and to limit the selection of products with warranties not in conflict with the requirements of the contract documents.
 2. Where the Contract Documents require a Special Warranty or similar commitment on the Work or product, the Owner reserves the right to refuse acceptance of the Work until the Contractor presents evidence the entities required to countersign such required commitments have done so.

1.4. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be responsible to remedy, at their expense, any defect in the Work and any damage to City owned or controlled real or personal property when the damage is a result of:
1. The Contractor's failure to conform to Contract Document requirements.
 - a. Any substitutions not properly approved and authorized may be considered defective.
 2. Any defect in workmanship, materials, equipment, or design furnished by the Contractor or Sub-contractors.
- B. All warranties as described in this specification and these Contract Documents shall take effect on the date established by the CPM, as noted in Section 1.3F above.
1. All warranties shall remain in effect for one (1) year thereafter unless specifically stated otherwise in the Contract Documents or where standard manufacturer warranties are greater.
- C. The Contractor's warranty with respect to Work repaired or replaced, including restored or replaced Work due to damage, will run for one (1) year from the date of Owner Acceptance of said repair or replacement.
1. This shall be regardless of any benefit the Owner may have had from the Work through any portion of its anticipated useful service life.
- D. Warranty Response
1. See Section 3.5 of this specification.

PART 2 – PRODUCTS - THIS SECTION NOT USED

PART 3 - EXECUTION

3.1. WARRANTY CHECKLIST

- A. All contractors shall be responsible for reviewing the drawings and specifications within their Divisions of Work to provide a complete and comprehensive list of all Warranty Requirements to the Contractor.
- B. Each list shall indicate the title (and plan identifier when applicable) of the warranted item, the associated specification of the warranted item, the terms of the warranty (years), and a column to verify the item has been turned in and completed.
- C. The Contractor shall be responsible for all of the following:

1. Consolidating all the warranty lists into one master Warranty Checklist and submitting electronically to the CPM.
- a. The checklist shall be in a tabular data format similar to the sample below.
2. Resubmit the schedule as needed after initial reviews have been completed.
- D. The Contractor shall work with all contractors to amend the Warranty Checklist throughout the execution of the project based on changes and modifications as necessary.

<u>Title</u>	<u>Specification</u>	<u>Terms</u>	<u>Completed</u>
Overhead Door Operator	08 36 00	MFR 2yr	
Exterior Bench and Trash Receptacles	12 93 00	MFR 3 year warranty on finish	
Kitchen Sink (SK-1)	22 42 00	MFR 5 year	
Disposal (D-1)	22 42 00	MFR 7 year parts and in-home service	
Toilet (WC-1)	22 42 00	MFR 1 year limited	

3.2. LETTERS OF WARRANTY

- A. All letters of warranty shall be in a typed letter format and provide the following information:
 1. The letter shall be on official company stationary including company name, address, and phone number.
 2. Indicate project name, contract number, and contract address the warranty is for on the reference line.
 3. Provide a description of the warranty(ies) being provided.
 - a. Include Division, Trade, or Specification information as necessary.
 - b. Only combine warranties of related Divisional Work together. Create new letters for additional Divisions as necessary.
 4. Indicate the effective Warranty Date. As noted in Section 1.3.F above, the Warranty Date shall be the date the Certificate of Substantial Completion was signed by the City Engineer.
 5. Contractor Letters of Warranty shall only be signed by a principal officer of the company.
 6. After signing the letter provide the Contractor with a high quality color scanned image in PDF format and the original signed letter.
- B. The Contractor shall be responsible for the Final Warranty submittal as identified in Section 3.4 below.
- C. The Contractor shall obtain letters of warranty from all of the following:
 1. The Contractor shall provide warranty letters for all Work that was self performed under the contract documents, identify all trades or Divisions of Work.
 2. All Sub-contractors shall provide warranty letters for Work performed under the contract documents; identify all trades or Divisions of Work.
 3. Suppliers, as required by other specifications within the Construction Documents where the manufacture of a specific product unique to the Work of this contract was required.
 - a. The terms and conditions of the Supplier Letter of Warranty shall be as defined by the specifications associated with the Work but shall not be less than the industry standard of repair, or replace defective materials and workmanship within one (1) year of the warranty date.
 - b. When the supplier is also the installer a single written letter may be submitted identifying both the warranty for the manufacture of the product and the warranty for the installation of the product.
 4. Installers as required by other specifications within the Construction Documents where the installation of a specific product unique to the Work of this contract was required.
 1. The terms and conditions of the Installer Letter of Warranty shall be as defined by the specifications associated with the Work but shall not be less than the industry standard of repair, or replace defective materials and workmanship associated with the installation of the product within one (1) year of the warranty date.
 5. Special Letters of Warranty shall be required from any contractor, supplier, installer or manufacturer who agrees to provide warranty services required by any Division Specification in excess of their Standard Product Warranty.

3.3. STANDARD PRODUCT WARRANTY

- A. All contractors shall be responsible for collecting and providing copies of all standard product warranties for commercially available products purchased and installed under this contract.
- B. Only one copy of the manufacturers' standard warranty needs to be submitted as representative for all quantities of the same model number used throughout the Work.

- 1 C. Provide the manufacturers certificate, letter, or other standard documentation for each Standard Product
2 Warranty submitted as follows:
3 1. Whenever possible a PDF version of the document shall be used.
4 a. If a PDF version is used all additional information shall be completed using simple PDF editing
5 tools such as text boxes, highlight, etc.
6 b. If a PDF version is not available and an original document is furnished the additional information
7 shall be neatly hand written and highlighted on the document in such a fashion so that it does not
8 obscure any part of the written warranty.
9 2. Provide the following additional information on each warranty document:
10 a. Contract warranty date.
11 b. Provide the manufacturer name and model number of the product if not specified within the
12 warranty.
13 i. Where the manufacturer name and model number is specified within the warranty it shall
14 be highlighted for visibility.
15 c. Provide the plan identifier (LAV-1, WC-2, etc.) when applicable.
16 D. Each completed warranty shall be saved as a digital PDF. The file shall be named using the specification number
17 and item description. I.E. 22 42 00 Toilet (WC-1).pdf
18 a. Where an original certificate was furnished provide a high quality colored scan of the completed
19 document with the additional information. Save the scanned image in PDF format and use the
20 same naming convention as indicated above.
21 E. Provide all PDF files and any original documents to the Contractor for final consolidation to be provided to the
22 Owner.
23

24 **3.4. FINAL WARRANTY SUBMITTAL**

- 25 A. The Contractor shall receive all required warranties (digital PDF and any original documents) from all contractors,
26 suppliers, installers and manufacturers.
27 B. The Contractor shall inventory all received warranties with the Warranty Submittal List to ensure all required
28 warranties have been received and all warranty periods are correct according to the specifications.
29 C. Provide with each Operation and Maintenance Manual a complete copy of any associated warranty.
30 D. Scan all warranties into a single organized electronic PDF file as follows:
31 1. Organize the PDF file into an orderly sequence based on the table of contents of the Specifications.
32 2. Provide a typed Table of Contents for the entire file at the front of the document.
33 3. Provide bookmarks and links to each individual PDF to enable quick navigation through the PDF
34 document.
35 E. Submit electronically, the warranty submittal for review by the PA/PE and CPM.
36 F. Correct any deficiencies or omissions and resubmit as necessary.
37

38 **3.5. WARRANTY NOTIFICATION, RESPONSE, EXECUTION AND FOLLOW-UP**

- 39 A. Warranty Notification:
40 1. The City of Madison uses an email notification system for all warranty related issues. The Contractor will
41 be required to provide, and keep current during the warranty period, a minimum of two (2) email
42 addresses and phone numbers of current employees to receive email notifications and provide response
43 regarding Work associated with these construction documents.
44 a. In the event a Warranty Issue is deemed by the City of Madison to be an emergency, the
45 Contractor shall first receive a phone call with a follow-up email from the CPM.
46 B. Warranty Response:
47 1. The Contractor shall upon notification by the City of Madison provide warranty response as follows:
48 a. Critical Systems: Where damage to building components or injury to personnel is probable,
49 provide immediate emergency shut-down information and an on-site response team as soon as
50 possible but in no case shall on-site response exceed 24 hours.
51 b. For non-critical responses where damage or injury is unlikely provide on-site response no later
52 than the next business day.
53 c. Where Technical Assistance support is part of the written warranty provide all assistance
54 necessary via phone, text, or internet systems as indicated by the warranty. If issues cannot be
55 resolved provide on-site response no later than the next business day.
56 d. If the request cannot be supported in sufficient time as outlined above the Owner (or Owner
57 Representative) reserves the right to contact other contractors or service companies having

- 1 similar capability to expedite the repair or replacement and shall invoice all associated costs to
2 the Owner back to the Contractor.
- 3 C. Warranty Execution:
- 4 1. The Contractor shall provide all repairs or replacements as necessary to restore broken or damaged Work
5 to the original level of acceptance as intended by the Contract Documents.
- 6 a. Provide all materials, equipment, products, and labor necessary to complete the repair or
7 replacement associated with the Warranty Issue.
- 8 b. Provide all cleaning services as may be required before, during, and after the repair or
9 replacement as per Specification 01 74 13 Progress Cleaning.
- 10 c. Provide any protection necessary for existing construction as per Specification 01 76 00 Protecting
11 Installed Construction
- 12 d. Provide new letters of warranty when required.
- 13 D. Warranty Follow-up:
- 14 1. Logged Warranty Issues:
- 15 a. The Contractor shall provide complete documented responses of all logged Warranty Issues.
16 Responses shall provide a description of work completed, by who, inclusive dates, and photos of
17 completed or repaired work.
- 18 i. Provide call back response if work is not acceptable.
- 19 b. The City Project Manager shall review the submitted response documentation and do a field
20 inspection if necessary.
- 21 i. If work is not acceptable, contact Contractor to review details and expectations of the
22 repair as needed.
- 23 ii. If work is acceptable close the Warranty Issue.
- 24 2. Warranty Reviews:
- 25 a. The Contractor shall be responsible for scheduling on-site review with all of the following:
- 26 i. City Project Manager, and other City staff as needed
- 27 ii. Owner and Owner Tenant Representative
- 28 iii. Other Sub-contractors that may be responsible for open Warranty issues
- 29 b. Reviews shall be scheduled at 6 months, and 11 months after the effective date of the warranty.
30 The review meetings shall:
- 31 i. Review the status of all open Warranty Issues, determine course of action and estimated
32 date of completion.
- 33 ii. As appropriate, provide shut-down, start-up, testing, and training of off-season equipment
34 as required by the contract documents.
- 35 iii. The 11th month review shall review all open Warranty Issues, final plan for resolution, and
36 all Warranty Issues where a new letter of warranty may have been issued.
- 37
38
39
40
41

END OF SECTION

SECTION 06 20 13
EXTERIOR FINISH CARPENTRY (HISTORIC)

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PART 1 – GENERAL

1.1. SCOPE

- A. GENERAL: The Contractor shall furnish all labor, materials, tools, equipment, apparatus, transportation, labor and supervision required to provide all exterior finish carpentry work required to complete the work of the contract at the Brittingham Boathouse located at 617 North Shore Drive, Madison, Wisconsin. Coordinate the exterior finish carpentry work with all other trades for the project.
- B. The Brittingham Boathouse is a City of Madison designated landmark and is listed in the National Register of Historic Places. Work shall not deviate from the specifications in order to comply with approvals granted by the Landmarks Commission and State Historic Preservation Office. **The intent of this Section is to specify a rehabilitation process that will maximize the retention of historic materials while rehabilitating the exterior of the landmark building in compliance with the Secretary of the Interior's Standards for Rehabilitation. Under no circumstances shall components of the building be removed or altered outside of the work of the contract.** The General Contractor shall confirm all work with the City Project Manager (CPM) before proceeding.
- C. Provide all labor, materials, equipment, and services required to complete exterior carpentry work as specified herein.
- Clean and inspect all exterior wood components including, but not limited to siding, window and door trim and sills for condition issues. It is assumed that the soffit boards, fascia and rafter tails and siding above the window heads are in good condition and will not require significant work. Notify the CPM if deteriorated areas are found on these components.
 - Rehabilitation of exterior wood consists of paint removal as needed, consolidation and filling of deteriorated areas with specified epoxy material, appropriate Dutchman repairs of deteriorated areas, tightening of joints, replacement of components that are deteriorated beyond repair, and caulking joints as needed for a high quality final painting.
- D. It is the intent of the Specifications and Drawings to require that all the material, labor, and equipment be furnished complete in every aspect, and that the Contractor shall provide all material, labor, and equipment needed and usually furnished in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated in the Work shall be new, unless noted otherwise, and of the best grade and quality.
- E. Contractor shall provide reasonable assumptions as to the condition of the substrates based on their observations and experience with similar projects and notify CPM of any additional areas of deterioration that should be repaired that may not be known at this time.

- F. Installation of field-constructed sample (mock up) panels for approval by CPM. Refer to section 1.3 SUBMITTALS below for types and quantities of sample panels required.
- G. Disposal of demolition debris and construction waste is the responsibility of the contractor. Perform disposal in a manner complying with all applications of federal, state, and local regulations and sections within the Project manual. Refer to Section 01 74 19 "Construction Waster Management and Disposal."
- H. Commencement of work by the contractor shall constitute acknowledgement by the contractor that this specification can be satisfactorily executed, under the project conditions, with appropriate safety and health practices, and with all prerequisites for warranty acceptance. Commencement of work shall only occur after a pre-construction meeting with the CPM.

1.2. RELATED REFERENCES

- A. Work under this section depends on applicable provisions from other sections and the plan set in this contract. Include General Conditions and applicable parts of Division 01 00 00 as part of this section. Examine all other sections of the specifications for requirements which affect Work of this section whether or not such work is specifically mentioned in this Section.
- B. Exterior Painting (Historic) 09 91 13
- C. Preservation Brief 10: Exterior Paint Problems on Historic Woodwork, Kay D. Weeks and David W. Look, National Park Service, Technical Preservation Services.
- D. Install all materials in accordance with all federal, state, and local building codes.
- E. All work shall be performed in a manner consistent with current OSHA guidelines.

1.3. SUBMITTALS

- A. Complete materials list of all items proposed to be furnished and installed under this Section.
- B. Submit resume of lead painter and other laborers who are considered specialists in the field of preservation/restoration work with at least three (3) years of experience in this type of work.
- C. Submit manufacturer's technical data and instructions for each product and component to be used to CPM and installer with mark ups to show the specific items, type model, and exactly how all components will be installed. Where instructions allow installer options, clearly indicate which option will be used.
- D. SAMPLES: Field-construct test sample panels for the following:
 - 1. Dutchman repairs or component replacements as needed
 - 2. Epoxy repairs as needed
 - 3. Soffit vent (reuse or replace)
- E. Close Out Submittals:
 - 1. Provide maintenance data to include in maintenance manuals as needed.
 - 2. Executed copies of all warranties. Refer to Section 01 78 36 WARRANTIES.

1.4. PROTECTION

- A. Take all necessary precautions to protect all persons from all hazards of any kind associated with the work of this Section.
- B. Protect building elements and finishes from damage or deterioration caused by the work of this Section. Repair any damage to materials or finishes at no additional cost to Owner.
- C. Perform only as much work as can be restored to a weather tight condition each day or before adverse weather commences.

1.5. QUALITY ASSURANCE

- A. WORKMANSHIP: At least one person who is thoroughly familiar with the specified requirements and the materials and methods needed for execution shall be present at all times during the work of this Section and shall direct all work performed under this Section. Skilled craftspeople who are trained and experienced in the materials and methods specified and have a record of successful performance should be utilized for this work to ensure the orderly and proper completion of the Work. In acceptance or rejection of the Work of this Section, no allowance will be made for worker incompetence or lack of skill.
- B. SURFACE TEMPERATURES: Do not mix or apply wood repair materials when the temperature of surfaces to be repaired and the surrounding air temperatures are below 55°F or above 80°F, unless otherwise permitted by the manufacturer's printed instructions.
- C. WEATHER CONDITIONS: Do not apply wood repair materials on surfaces while they are in direct sun or in snow, rain, fog, or mist; or when the relative humidity exceeds 85% or to damp or wet surfaces; unless otherwise permitted by the manufacturer's printed instructions.

- D. MOISTURE CONTENT: Do not apply wood repair materials when the moisture content of the surface to be repaired is 12% or more as determined by a moisture testing meter; unless otherwise permitted by the manufacturer's printed instructions. Moisture content should be tested in many places on the building component prior to the application of any wood repair materials.
- E. Deliver all materials to the Project site in original, new, and unopened containers bearing the manufacturer's name and label and product information. Deliver and store all materials to protect from damage, moisture, and dirt on raised platforms with proper ventilation and cover to protect from the elements. Kiln-dried materials shall not be stored outside.
- F. All other materials, not specifically described, but required for a complete and proper installation of the work of this Section, shall be new, first-quality of their respective kinds, and as selected by the General Contractor subject to the approval of the CPM.
- G. All craftspeople using materials are to be familiar with safety precautions involved with appropriate use and application of the materials.
- H. Repair any work, damaged by failure to provide proper and adequate protection, to its original state to the satisfaction of the CPM which may require removal and replacement with new work to match the appropriate historical appearance at the Contractor's expense.
- I. Comply with manufacturer instructions for use of products involved in exterior wood rehabilitation including storage, surface preparation, mixing, applying, drying, etc.
- J. All materials safety sheets are to be available on site until completion of the work.
- K. The site shall be kept clean and free of debris, paint chips, and dust. All equipment and the work area shall be cleaned daily and kept in an orderly fashion during the work.
- L. Field-constructed samples (mock ups) shall be provided using materials and methods specified, and made available for inspection and approval by the CPM. No related work shall proceed until after sample mock-ups have been inspected and approved by the CPM. Samples approved by CPM shall remain in place as part of the work and serve as a standard of comparison for all masonry work on the project. Work that does not match the approved sample panels shall be rejected and redone. The contractor shall be responsible for producing as many sample panels as necessary to provide work that meets the satisfaction of the CPM.
- M. Work of this section shall comply with the requirements of this section and with applicable laws, codes, regulations, and requirements. If there is a conflict between requirements, the most stringent and restrictive requirements shall be followed.

1.6. HAZARDOUS MATERIALS

- A. Paint was tested in March 2022 and no samples were found to contain lead. Report summarizing testing and results shall be provided by CPM.

1.7. MEETINGS

- A. Pre-Construction Meeting: A mandatory pre-construction meeting shall take place prior to the start of the work.
1. Attendees: The contractor and any subcontractors and the CPM are required to attend.
 2. Topics: Certified contractor and any sub-contractors shall review all pertinent requirements for the project, including but not limited to, site product storage, scheduling, weather considerations, project duration, and requirements for the specified warranty.
- B. Pre-Installation Meetings: The contractor shall be responsible for notifying the CPM at each phase of the project and at critical inspection points. Each sample panel and work phase shall be inspected and approved by the CPM before proceeding with the work.
- C. Final Inspection Meeting: A final inspection shall take place when the contractor completes all work. The contractor shall notify the CPM at such time and arrange for a final inspection meeting. Substantial completion shall be determined once all deficiencies have been corrected from this inspection.

1.8. DELIVERY, STORAGE AND HANDLING

- A. Deliver and store all products and materials in manufacturer's original unopened packaging and containers with labels and markings intact until ready for installation.
- B. Store materials off the ground to prevent contamination by mud, dust or materials.
- C. Cover materials to protect from the elements.
- D. Keep containers tightly closed and away from open flames. Protect liquid components from freezing. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.
- E. Store and dispose of all liquid and solvent-based materials in accordance with all federal, state and local regulations.

1.9. GUARANTEE

- A. Work and materials in this section shall be guaranteed to be free from defects for a period of one (1) year from date of final completion of project.
- B. Any defects, not due to or caused by faulty construction or materials furnished or performed by other crafts, but due to defective materials and workmanship, shall be repaired and corrected by the Contractor without cost to the Owner.

PART 2 - PRODUCTS

2.1. GENERAL

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

2.2. WOOD MATERIALS FOR COMPONENT REPLACEMENT AND DUTCHMAN REPAIR

- A. Grades of all wood materials under this Section shall be as defined by the rules of the recognized association of lumber manufacturers producing materials specified. Lumber shall bear grade and trademark of association under whose rules it is produced and a mark of mill identification.
- B. Wood shall be solid without joints, thoroughly seasoned, and kiln dried to a moisture content not exceeding 12%.
- C. Wood shall be free from defects or blemishes on surfaces exposed to view that will show after paints and finishes have been applied.
- D. Wood shall match species, profile, and grade of existing components in terms of quality, cut, growth rate, and grain pattern.
- E. Epoxy Resin Adhesive Acceptable Manufacturers: Gougeon Brothers/West System, Abatron, Advanced Repair Technology or approved equal. Requests for substitutions will be considered in accordance with procedures in Section 01 25 13.
- F. Fasteners: All fasteners for replacement of components shall be stainless steel or nonferrous metal or appropriate size and configuration for use intended and only as approved by CPM.

2.3. WOOD REPAIR SYSTEM

- A. CONSOLIDATION MANUFACTURERS: Acceptable manufacturers include: Abatron, Gougeon Brothers/West System, Advanced Repair Technology or approved equal. Provide the following materials as appropriate to each condition requiring consolidation and patching: 105 Resin, 205 Fast Hardener, 206 Slow Hardener, 403 Filler, Microfibers, 406 Filler: Coloidal Silica, 407 Filler: Microballoons, 409 Filler: Microspheres. Requests for substitutions will be considered in accordance with procedures in Section 01 25 13.
- B. PRESERVATIVE MANUFACTURERS: Acceptable manufacturers include: Phenolic microballoon epoxy system or approved equal. Requests for substitutions will be considered in accordance with procedures in Section 01 25 13.

2.4. SEALANTS/CAULK

- A. See Exterior Painting (Historic) 09 91 13.

2.5. PAINT SYSTEM

- A. See Exterior Painting (Historic) 09 91 13.

2.6. SOFFIT VENTS

- A. The Contractor has the option to reuse the existing soffit vents or replace with new soffit vents – see Section 3.3 below. If new soffit vents are being used, the replacement vents shall match the existing vents in clear open area, shape, size, style, color, and material. The replacement vents shall have insect screen.

PART 3 - EXECUTION

3.1. GENERAL CONDITIONS

- A. The contractor shall have the sole responsibility for the accuracy of all measurements and for the estimate of material quantities required and necessary to satisfy the requirements of the specifications.
- B. Project Site

1. The Brittingham Boathouse is a City of Madison designated landmark and is listed in the National Register of Historic Places. Work shall not deviate from the specifications in order to comply with approvals granted by the Landmarks Commission and State Historic Preservation Office. **The intent of this Section is to specify a repair and repainting process that will maximize the retention of historic materials while rehabilitating the exterior of the landmark building in compliance with the Secretary of the Interior's Standards for Rehabilitation. Under no circumstances shall components of the building be removed or altered outside of the work of the contract.** The Contractor shall confirm all work with the City Project Manager (CPM) before proceeding.
 2. Protect and maintain the job site in a safe condition for the duration of the work.
 3. Remove debris daily and keep job site clean throughout the work day.
- C. Protection of Work: All necessary protection shall be provided to prevent damage to previously installed new work, existing adjacent materials, and landscaping during all aspects of this project.
- D. All materials and products shall be installed per manufacturer's instructions.
- E. Test products in sample areas. Review sample area with CPM and receive approval before applying product to other larger areas.

3.2. PREPARATION

A. GENERAL

1. Protect building components against damage by work of this contract.
2. Perform surface preparations in strict accordance with manufacturer's instructions for each substrate condition and repair method.
3. Clean surfaces of dirt and mildew using a house wash solution applied by hand with a natural bristle brush. Application by a hand held compression tank sprayer may be accepted if approved by CPM. All areas must be followed with a thorough rinse of clean water. Surfaces must be allowed to dry at least 48 hours before any paint material application. Power washing is prohibited.
4. Scrape with hand tools all surfaces exhibiting areas of adhesion failure and areas where paint was applied over previous layers that were not prepared properly.
5. For deteriorated wood areas, endeavor to retain as much historic material as possible by using a wood consolidant or filler in lieu of Dutchman repair or component replacement.
6. Moderately decayed areas (less than 30% decayed), weathered, or gouged wood shall be patched with approved patching compounds, and shall be sanded smooth. Badly decayed areas (with more than 30% wood decayed) shall be removed and shall be repaired with Dutchman repair. Severely decayed areas (with more than 50% wood decayed) shall have the entire component removed and in kind.
7. Smooth all wood surfaces using the proper sandpaper. Where so required, use varying degrees of coarseness in sandpaper to produce a uniformly smooth wood surface.
8. Prepare and prime wood to receive paint immediately upon completion of preparation or upon delivery. Back prime all surfaces of the individual wood component including backsides before being allowed to weather.

3.3. SOFFIT VENTS

- A. Contractor has the option to reuse the existing soffit vents or replace with new. Details for each option are described below:
1. In order to reuse existing soffit vents, the Contractor shall remove the existing soffit vent from the building, strip paint from the vent device, reprime/repaint in paint color to match existing adjacent soffit boards while maintaining clear open area needed for efficient ventilation, repairing the adjacent painted surface where the vent was removed, and reinstalling the vent. The City would prefer this option if possible.
 2. In order to replace the existing soffit vents with new, the Contractor shall remove the existing soffit vent from the building, prime/paint the new soffit vents in paint color to match existing adjacent soffit boards while maintaining clear open area needed for efficient ventilation, repairing the adjacent painted surface where the vent was removed, and installing the new vent.

3.4. INSTALLATION OF REPAIR

A. WOOD FILLERS AND CONSOLIDANTS

1. Provide wood filler and liquid consolidant repairs where wood is structurally compromised and where there are holes, cracks, depressions, and gouges that will hold water or allow for infiltration of water. Wood repairs will not be made for aesthetic purposes. Wood filler and consolidant repairs shall provide continuous smooth surfaces matching planes and profiles of wood members being repaired.

2. Epoxy liquid wood consolidants shall be used to penetrate and impregnate deteriorated wood sections to reinforce wood fibers that have become softened.
 3. Epoxy fillers shall be used to fill areas where portions of wood are missing such as holes, cracks, gaps, gouges, and other voids. Areas to receive epoxy paste materials shall be primed with compatible epoxy liquid consolidants recommended by the manufacturer.
 4. Epoxy wood repair materials shall be mixed and applied in accordance with manufacturer's written instructions. Health and safety instructions shall be followed in accordance with manufacturer's written instructions. The source or cause of wood deterioration shall be identified and corrected prior to application of patching materials.
 5. Wood shall be completely dried to a moisture content of 8-12% to its full depth before patching.
 6. Wood to be patched shall be clean and free of dust, grease and loose paint. Mixing equipment and containers shall be clean to avoid contamination.
 7. Batches of wood repair materials shall be mixed to complete the specific job intended. Do not mix more epoxy than can be applied before it thickens sufficiently to affect its use.
 8. Wood repair materials shall be completely cured and sanded before painting. Sand and feather repaired area to blend seamlessly with adjacent surface. Protect epoxy repaired areas from prolonged exposure to ultraviolet light by applying primer within twenty-four hours after completely cured.
- B. DUTCHMAN REPAIR
1. Provide Dutchman repairs where wood is structurally compromised and cannot be repaired with wood filler materials. Dutchman repairs shall provide continuous smooth surfaces matching planes and profiles of wood members being repaired. Dutchman shall match wood being repaired in all aspects. Do not install Dutchman repairs on siding components.
 2. Neatly cut out damaged wood as required to provide a square void. The amount of wood removed should be minimized but the amount should include all damaged wood and extend just past damaged wood to prevent spread of any fungus contained therein.
 3. Cut Dutchman material to exactly fit void, with exposed portion matching original profile and just slightly proud of original surface. Orient grain of Dutchman parallel to grain of component being patched. Where deterioration or loss at end of component requires Dutchman repair, use a diagonal scarf joint for end-to-end joint between Dutchman and remaining portion of component.
 4. Clean surfaces to receive glue with acetone or denatured alcohol. Insert Dutchman using specified adhesive and clamp in place until glue is set. Where clamping is not feasible, use small brads and then remove brads and fill holes after adhesive has set.
 5. Sand, plane or scrape Dutchman to provide smooth continuous surface coplanar with adjacent wood. Do not damage or alter profile of adjacent wood.
- C. COMPONENT REPLACEMENT
1. Fabricate replacement components for those pieces that are badly and severely deteriorated.
 2. Provide replacement components of same species, grain direction, profiles, dimensions and joinery to exactly match the existing component.
- 3.5. APPLICATION OF PAINT
- A. Prepare surfaces to be painted and apply paint coatings as specified in 09 91 13 Exterior Painting (Historic).
- 3.6. CLEAN UP
- A. The site shall be kept clean and free of debris, paint chips, and all equipment.
 - B. The work area shall be cleaned daily and kept in an orderly fashion during the duration of the work.
 - C. The site shall be cleaned to original condition upon completion of the work.

END OF SECTION

SECTION 09 91 13
EXTERIOR PAINTING (HISTORIC)

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PART 1 – GENERAL

1.1. SCOPE

- A. GENERAL: Provide all the painting Work required to complete the Work of the contract including all the painting Work shown in the plans, listed in the specifications, and needed to install a complete assembly in every way. Coordinate the painting work with all other trades for the project. Provide all demolition and disposal Work to complete the painting Work. All work of the contract is related. It is the General Contractor's responsibility to review all the Work of each section and each sub-contractor for the entire project so that all the Work can be properly and completely performed.
- B. The Brittingham Boathouse is a City of Madison designated landmark and is listed in the National Register of Historic Places. Work shall not deviate from the specifications in order to comply with approvals granted by the Landmarks Commission and State Historic Preservation Office. **The intent of this Section is to specify a rehabilitation process that will maximize the retention of historic materials while rehabilitating the exterior of the landmark building in compliance with the Secretary of the Interior's Standards for Rehabilitation. Under no circumstances shall components of the building be removed or altered outside of the work of the contract.** The General Contractor shall confirm all work with the City Project Manager (CPM) before proceeding.
- C. Provide all labor, materials, equipment, and services required to complete the painting work as specified herein.
1. Removal of existing peeling paint, surface preparation, priming and painting of all exposed exterior building components of the west elevation and other elevations as funding permits.
 2. The work includes preparation of the subsurface and painting with a three (3) coat application of paint including one (1) primer coat and two (2) finish coats on exterior exposed surfaces of all exterior building components as required. Thickness for each coating applied as specified by the manufacturer.
- D. The term "paint", as used herein, means all components of a unified paint system including primers, emulsions, epoxy, enamels, sealers, fillers and other applied materials whether used as prime, intermediate or finish coats.
- E. It is the intent of the Specifications and Drawings to require that all the material, labor, and equipment be furnished complete in every aspect, and that the Contractor shall provide all material, labor, and equipment needed and usually furnished in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated in the Work shall be new, unless noted otherwise, and of the best grade and quality.

- F. Contractor shall provide reasonable assumptions as to the condition of the substrates based on their observations and experience with similar projects and notify CPM of any additional areas of deterioration that should be repaired that may not be known at this time.
- G. Installation of field-constructed sample (mock up) panels for approval by CPM. Refer to section 1.3 SUBMITTALS below for types and quantities of sample panels required.
- H. Disposal of demolition debris and construction waste is the responsibility of the contractor. Perform disposal in a manner complying with all applications of federal, state, and local regulations and sections within the Project manual. Refer to Section 01 74 19 "Construction Waste Management and Disposal."
- I. Commencement of work by the contractor shall constitute acknowledgement by the contractor that this specification can be satisfactorily executed, under the project conditions, with appropriate safety and health practices, and with all prerequisites for warranty acceptance. Commencement of work shall only occur after a pre-construction meeting with the CPM.

1.2. RELATED REFERENCES

- A. Work under this section depends on applicable provisions from other sections and the plan set in this contract. Include General Conditions and applicable parts of Division 01 00 00 as part of this section. Examine all other sections of the specifications for requirements which affect Work of this section whether or not such work is specifically mentioned in this Section.
- B. Exterior Finish Carpentry (Historic) 06 20 13
- C. Preservation Brief 10: Exterior Paint Problems on Historic Woodwork, Kay D. Weeks and David W. Look, National Park Service, Technical Preservation Services.
- D. Install all materials in accordance with all federal, state and local building codes.
- E. All work shall be performed in a manner consistent with current OSHA guidelines.

1.3. SUBMITTALS

- A. Complete materials list of all items proposed to be furnished and installed under this Section.
- B. Submit resume of lead painter and other laborers who are considered specialists in the field of preservation/restoration work with at least three (3) years of experience in this type of work.
- C. Manufacturer's specifications and other data required to demonstrate compliance with the specified requirements.
- D. SAMPLES: Provide two samples of each color and each gloss for each material on which the finish is specified to be applied.
- E. Close Out Submittals:
 - 1. Provide maintenance data to include in maintenance manuals as needed.
 - 2. Executed copies of all warranties. Refer to Section 01 78 36 WARRANTIES.

1.4. PROTECTION

- A. Take all necessary precautions to protect all persons from all hazards of any kind associated with the work of this Section.
- B. Protect building elements and finishes from damage or deterioration caused by the work of this Section. Repair any damage to materials or finishes at no additional cost to Owner.
- C. Perform only as much work as can be restored to a weather tight condition each day or before adverse weather commences.

1.5. QUALITY ASSURANCE

- A. WORKMANSHIP: At least one person who is thoroughly familiar with the specified requirements and the materials and methods needed for execution shall be present at all times during the work of this Section and shall direct all work performed under this Section. Skilled craftspeople who are trained and experienced in the materials and methods specified and have a record of successful performance should be utilized for this work to ensure the orderly and proper completion of the Work. In acceptance or rejection of the Work of this Section, no allowance will be made for worker incompetence or lack of skill.
- B. MANUFACTURER: Materials shall be of brand, manufacturer and type as specified. Substitutions may be considered. All components of the unified paint system shall be compatible with one another and with the substrate as recommended by the manufacturer. All manufacturer's printed instructions are to be followed.
- C. SURFACE TEMPERATURES: Do not apply paint materials when the temperature of surfaces to be painted and the surrounding air temperatures are below 55°F or above 80°F, unless otherwise permitted by the manufacturer's printed instructions.

- D. WEATHER CONDITIONS: Do not apply paint on surfaces while they are in direct sun or in snow, rain, fog, or mist; or when the relative humidity exceeds 85% or to damp or wet surfaces; unless otherwise permitted by the manufacturer's printed instructions.
- E. MOISTURE CONTENT: Do not apply paint when the moisture content of the surface to be painted is 12% or more as determined by a moisture testing meter. Moisture content should be tested in many places on the building component prior to the application of any paint materials.
- F. Deliver all materials to the Project site in original, new, and unopened containers bearing the manufacturer's name and label showing the following information:
1. Manufacturer name; type of material
 2. Thinning and mixing instructions.
 3. Manufacturer's stock number and batch number
 4. Application instructions.
 5. Color: name and number.
 6. Contents by volume of major pigment and vehicle constituents
- H. For application of the approved paint, use only such equipment as is recommended by the manufacturer for application, and as approved by the CPM.
- I. All other materials, not specifically described, but required for a complete and proper installation of the work of this Section, shall be new, first-quality of their respective kinds, and as selected by the General Contractor subject to the approval of the CPM.
- J. All craftspeople using materials are to be familiar with safety precautions involved with appropriate use and application of the materials.
- K. All materials safety sheets are to be available on site until completion of the work.
- L. Mix and prepare painting materials in strict accordance with the manufacturer's recommendations.
- M. Paint only those building components that are clean and free of dust and surface oils and that have been prepared for paint.
- N. The site shall be kept clean and free of debris, paint chips, and dust. All equipment and the work area shall be cleaned daily and kept in an orderly fashion during the work.
- O. Work of this section shall comply with the requirements of this section and with applicable laws, codes, regulations, and requirements. If there is a conflict between requirements, the most stringent and restrictive requirements shall be followed.

1.6. HAZARDOUS MATERIALS

- A. Existing paint was tested in March 2022 and no samples were found to contain lead. Report summarizing testing and results shall be provided by CPM.
- B. Glazing putty was tested in March 2022 and no samples were found to contain asbestos. Report summarizing testing and results shall be provided by CPM.

1.7. ATTIC STOCK

- A. Upon completion of the work of this Section, deliver to the project site, unused paint materials from the same production run, identified with labels and dates.

1.8. MEETINGS

- A. Pre-Construction Meeting: A mandatory pre-construction meeting shall take place prior to the start of the work.
1. Attendees: The contractor and any subcontractors and the CPM are required to attend.
 2. Topics: Certified contractor and any sub-contractors shall review all pertinent requirements for the project, including but not limited to, site product storage, scheduling, weather considerations, project duration, and requirements for the specified warranty.
- B. Pre-Installation Meetings: The contractor shall be responsible for notifying the CPM at each phase of the project and at critical inspection points. Each sample panel and work phase shall be inspected and approved by the CPM before proceeding with the work.
- C. Final Inspection Meeting: A final inspection shall take place when the contractor completes all work. The contractor shall notify the CPM at such time and arrange for a final inspection meeting. Substantial completion shall be determined once all deficiencies have been corrected from this inspection.

1.9. DELIVERY, STORAGE AND HANDLING

- A. Deliver and store all products and materials in manufacturer's original unopened packaging and containers with labels and markings intact until ready for installation.
- B. Store materials off the ground to prevent contamination by mud, dust or materials.

- C. Cover materials to protect from the elements.
- D. Keep containers tightly closed and away from open flames. Protect liquid components from freezing. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.
- E. Store and dispose of all liquid and solvent-based materials in accordance with all federal, state and local regulations.

1.10. GUARANTEE

- A. Work and materials in this section shall be guaranteed to be free from defects for a period of one (1) year from date of final completion of project.
- B. Any defects, not due to or caused by faulty construction or materials furnished or performed by other crafts, but due to defective materials and workmanship in painting and finishing, shall be repaired and corrected by the Painting Contractor without cost to the Owner.

PART 2 - PRODUCTS

2.1. GENERAL

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

2.1. PAINT STRIPPER

- A. Provide a low VOC paint stripper, formulated without methylene chloride or flammable solvents, such as Peel Away 1 by Dumond Chemicals or approved equal. Paint stripper shall be an environmentally safe method for removing multiple coats of paint with a single application.
- b. The Contractor may choose to feather paint layers using a hand held orbital sander. Mechanical methods shall not be used for large areas. The preferred method of paint removal is hand scraping and hand sanding. Use of infra-red devices, belt sanders, rotary drill attachments, sandblasting, and water blasting are prohibited.

2.2. WOOD REPAIR SYSTEM

- A. See Exterior Finish Carpentry (Historic) 06 20 13 for appropriate wood repair materials.

2.3. SEALANTS/CAULK

- A. Acceptable products: Benjamin Moore Elastomeric 465 01 Caulk, or approved equal. Requests for substitutions will be considered in accordance with procedures in Section 01 25 13.

2.4. PAINT SYSTEM

- A. MANUFACTURERS: Acceptable manufacturers include Glidden (ICI Dulux), Hallman Lindsay, Pittsburg Paints, Sherwin-Williams, Benjamin Moore, or approved equal. Requests for substitutions will be considered in accordance with procedures in Section 01 25 13.
- B. PRIMER: Primer shall be of premium quality and shall be tinted to be similar to the final paint color. Primer shall be oil based alkyd.
- C. PAINT: Paint shall be of premium quality and shall be 100% acrylic. The existing colors and glosses will be replicated as they currently exist on the components. Contractor shall confirm that new paint matches the existing colors and provide samples. Records indicate that the existing paint colors and glosses are as follows:
 - 1. Dark Green: Sherwin Williams/Exterior/Architectural/Super Paint/Latex/Satin/IFC 411X/custom mixed into one gallon A89W00053/Deep Base 640333951/Match HL 8399

BAC	COLORANT	32	64	128
B1	Black	32	--	--
G2	New Green	11	1	1
N1	Raw Umber	56	1	--
Y3	Deep Gold	27	--	1
 - 2. Light Green: Sherwin Williams/Exterior/Architectural/Super Paint/Latex/Satin/IFC 411X/custom mixed into one gallon A89W00051/Extra White Base 640514873/Match 2 HL 8402

BAC	COLORANT	32	64	128
B1	Black	15	1	1
G2	New Green	4	1	1
Y3	Deep Gold	26	1	--
- D. UNDERCOATS AND THINNERS: Provide undercoat paint produced by the same manufacturer as the finish coat. Use only the thinners recommended by the paint manufacturer, and use only to the recommended limits.

PART 3 - EXECUTION

3.1. GENERAL CONDITIONS

- A. The contractor shall have the sole responsibility for the accuracy of all measurements and for the estimate of material quantities required and necessary to satisfy the requirements of the specifications.
- B. Project Site
 - 1. The Brittingham Boathouse is a City of Madison designated landmark and is listed in the National Register of Historic Places. Work shall not deviate from the specifications in order to comply with approvals granted by the Landmarks Commission and State Historic Preservation Office. **The intent of this Section is to specify a repair and repainting process that will maximize the retention of historic materials while rehabilitating the exterior of the landmark building in compliance with the Secretary of the Interior's Standards for Rehabilitation. Under no circumstances shall components of the building be removed or altered outside of the work of the contract.** The Contractor shall confirm all work with the City Project Manager (CPM) before proceeding.
 - 2. Protect and maintain the job site in a safe condition for the duration of the work.
 - 3. Remove debris daily and keep job site clean throughout the work day.
- C. Protection of Work: All necessary protection shall be provided to prevent damage to previously installed new work, existing adjacent materials, and landscaping during all aspects of this project.
- D. All materials and products shall be installed per manufacturer's instructions.
- E. Test products in sample areas. Review sample area with CPM and receive approval before applying product to other larger areas.

3.2. PAINT REMOVAL

- A. GENERAL
 - 1. Use chemical paint stripper on areas or components that require significant paint removal as needed.
 - 2. Use of mechanical methods and hand sanding to feather layers of paint.
 - 3. Use of heat guns, infra-red devices, belt sanders, rotary drill attachments, sandblasting, and water blasting are prohibited in this Work.
- B. CHEMICAL PAINT STRIPPER APPLICATION
 - 1. Prepare a test area on each type of surface and paint coating prior to full surface application or CPM review and approval.
 - 2. Cover area with polyethylene sheeting to protect plants and adjacent surfaces from overspray, splash, or run down.
 - 3. Follow manufacturer's recommendations and results from test areas for application of paint stripper product. Peel Away would generally be applied as follows: Using a trowel, or specialized spray equipment, apply paste 1/8" to 1/4" thick according to age and thickness of paint. Use fibrous laminated paper to cover paste, applying paper with printed side facing out. Smooth out air pockets and pierce any remaining air bubbles. Leave paper-covered paste in place for dwell time determined by test area results.
 - 4. Slide plastic tool/putty knife beneath paper to remove paste and paint surface. Remove all layers from surface in one piece. Do not allow tool/putty knife to gouge underlying wood.
 - 5. Once paper, paste, and paint have been removed with tool/putty knife, use a power washer or garden hose to mist surface with clean water. Use a nylon bristle brush to loosen remaining residue. For optimal results, low pressure power washing is recommended for final rinse. Let surfaces dry a minimum of 24 hours before applying neutralizer. Collect removed materials and dispose of in compliance with local regulations.
 - 6. Follow neutralizer product instructions. Failure to properly clean and neutralize the wood surface as directed will result in hazing and/or coating failure.
- B. MECHANICAL PAINT REMOVAL METHODS
 - 1. Prepare a test area showing orbital sander paint removal and feathering of layers for CPM review and approval.
 - 2. Use the orbital sander for finishing and smoothing and feathering. Do not use for removal of large areas of paint.
 - 3. Follow manufacturer's recommendations for sandpaper grit to be used.
 - 4. Place orbital sander against painted surface and hold firmly, but do not apply pressure. Turn on sander while it is placed against the surface so that the sander does not hit and damage the painted surface while moving.

5. While applying steady pressure, hold the sander in an area for a few seconds before moving to the next area. Do not move the sander back and forth quickly over the surface. Do not over sand or create swirl marks. Only use the sanding surface when it is flat to the surface being sanded. Do not use the sander's edge to remove difficult areas.
6. Do not allow sanders to bounce off of adjacent components and damage adjacent surfaces.
7. Switch to a higher grit sand paper to achieve a smooth finish.

3.3. PREPARATION

A. PREPARATION OF WOOD SURFACES (GENERAL):

1. Protect adjacent building components against damage by work of this contract.
2. Perform surface preparations and cleaning procedures in strict accordance with manufacturer's instructions for each substrate condition.
3. Clean surfaces of dirt and mildew using a house wash solution applied by hand with a natural bristle brush. Application by a hand held compression tank sprayer may be accepted if approved by CPM. All areas must be followed with a thorough rinse of clean water. Surfaces must be allowed to dry at least 48 hours before any paint material application. Power washing is prohibited.
4. For deteriorated wood areas, endeavor to retain as much historic wood material as possible. Refer to Exterior Finish Carpentry (Historic) 06 20 13 for the execution of wood surface repairs.
5. After surface cleaning, inspect all wood surfaces to determine the extent of the areas in good condition that do not require painting, the areas needing wood repair, and the extent of the components needing replacement. The areas needing wood repair should be prepared according to the method of repair to be utilized. Confirm all areas on site with CPM.

B. PREPARATION OF WOOD SURFACES:

1. Scrape with hand tools all surfaces exhibiting areas of peeling paint and areas of adhesion failure and areas where a top coat was applied over layers of paint that were not feathered smooth.
2. Feather all rough edges with sandpaper to provide a smooth transition between paint layers and substrate. Use varying degrees of coarseness in sandpaper to produce a uniformly smooth wood surface. The substrate shall be free of marks from sanding.
3. Clean all wooden component surfaces until they are free from dirt, dust, surface oil, and all other foreign substances to ensure the appropriate bond of the coatings to be applied. Sequence cleaning and painting so that dust and other contaminants from the cleaning process do not fall on newly painted wet surfaces.
4. Prime wood to receive paint immediately upon completion of surface scraping and sanding. Prime all bare surfaces of the individual wood component before being allowed to weather or being exposed to dirt.
5. Do not proceed with painting of wood surfaces until the moisture content of the wood is 12% or less as measured by a moisture testing meter approved by the CPM.

C. PREPARATION OF NEW WOOD SURFACES:

1. Prepare and prime new wood component to receive paint immediately upon completion of surface preparation. Prime and back prime all bare surfaces of the individual wood component including backsides before being installed as replacement material.
2. Do not proceed with painting of wood surfaces until the moisture content of the wood is 12% or less as measured by a moisture testing meter approved by the CPM.

D. PREPARATION OF WOOD WINDOWS, DOORS, AND SHUTTERS:

1. Cut paint bond between sash and frame at windows that have been painted shut. Touch up surfaces so that window operation is smooth and not affected by residual paint.
2. Parks staff will replace broken panes of glass and install glazing putty. Painting of glazing putty and sash is not part of the scope of the Work of this contract.
3. Parks staff will remove shutters and shutter hardware from the building before work begins. Shutter painting is not part of the scope of the Work of this contract. Painting contractor shall repair wood where shutter hardware was attached.
4. Window sash shall not be removed without approval by CPM.

E. PREPARATION OF PAINT MATERIALS:

1. Prepare paint materials according to manufacturer's instructions.
2. Maintain containers used for applying paint materials in clean condition, free of foreign materials and residue
3. Stir paint materials before application as indicated in manufacturer's instructions. Remove surface film and strain material before using as necessary.
4. Tint primer paint to approximate the color of the finish coat.

3.4. APPLICATION OF PAINT

A. GENERAL

1. Install paint materials in accordance with manufacturer's instructions and all code requirements.
2. Apply paint with suitable, high quality, natural bristle brushes. Roller or spray application will not be accepted unless first approved by CPM. If spray application is approved, rate of application shall not exceed that as recommended by paint manufacturer. Each spray application shall be finished by brush. The number of coats and film thickness required are the same regardless of the application method.
3. Keep brushes, rollers, and spraying equipment clean, dry, free from contaminants and suitable for the finish required.
4. Apply first primer coat to surfaces that have been cleaned and properly prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
5. Comply with recommendation of product manufacturer for drying time between succeeding coats.
6. Sand and dust between each coat to remove visible defects. Lightly sand areas without exposing substrate.
7. Apply additional prime paint coating where undercoats, stains, or other conditions show through the primer film until a uniform appearance is achieved.
8. All gaps around doors, windows, and siding where water intrusion may occur shall be filled with caulk. Do not apply caulk to underside of siding. Do not apply caulk until primer coating is applied and allowed to dry a minimum of 24 hours.
9. Finish paint coats shall be smooth, free of drips, streaks, laps or pile up of paints, and skipped or missed areas. Minimal indications of a brushed paint application are acceptable. Excessive brush strokes and brush strokes that do not follow the grain of the wood are prohibited.
10. Apply additional paint coating where undercoats, stains, or other conditions show through the paint film until a uniform appearance is achieved.
11. Completed work shall match the approved samples for color, texture, and coverage. Remove, refinish, or repaint all work not in compliance with specified requirements.
12. Do not apply additional coats until completed coat has been inspected by the CPM. Only inspected coats of paint will be considered in determining number of coats applied.
13. Leave all parts of moldings and ornaments clean and true to details with no undue amount of paint in corners and depressions.
14. Make edges of paint adjoining other materials or colors clean and sharp with no overlapping.
15. Refinish entire component where portion of finish has been damaged or is not acceptable or approved by CPM.
16. Final Touch-Up:
 - i. Touch-up and restore finish where damaged.
 - ii. Remove spilled, splashed or splattered paint from all surfaces.
 - iii. Do not mar surface finish or item being cleaned.

B. WOOD WINDOWS

1. If sash is operable, paint bottom surface of bottom rail to prevent water deterioration.
2. Do not allow operable windows to be painted shut.

C. DOORS

1. Do not allow paint to fill and obscure bead reveals or shiplap joints.

3.5. PROJECT CLEAN UP

- A. The site shall be kept clean and free of debris, paint chips, and all equipment.
- B. The work area shall be cleaned daily and kept in an orderly fashion during the duration of the work.
- C. The site shall be cleaned to original condition upon completion of the work.

END OF SECTION



P.O. Box 708 • Poynette, WI 53955
Phone: (608) 635-8491 • Email: Office@aaenv.com • Fax: (608) 635-9717
INSPECTION

March 18, 2022

Amy Loewenstein Scanlon, AIA
Department of Public Works – Engineering Division
City County Building, Room 115
210 Martin Luther King, Jr. Blvd.
Madison WI 53703-3342
ascanlon@cityofmadison.com
(608) 267-0743

RE: 517 North Shore Drive, Madison, WI

On Feb 24, 2022 an the window glazing was sampled at 517 North Shore Drive for asbestos.

Asbestos Inspection

Bulk samples were collected and analyzed for asbestos content by polarized light microscopy (PLM). The following materials were reported > 1% asbestos or are assumed to contain friable asbestos (RACM) or asbestos that will become friable while disturbing these materials.

- none

The following building materials were bulk sampled and reported as **no asbestos detected**:

- Window glazing in two locations

The exterior of the building was sampled for lead. No lead containing materials were found during this inspection.

Building Information:

6000 Total Sq Ft
1 Buildings
0 Living Units
90 Years Old
1 Stories
Dane County

A&A Environmental Inc.'s inspectors are only able to inspect open, safe, and accessible areas inside and outside of the building. Inaccessible suspect material may be hidden throughout this building. Any additional suspect materials discovered during the course of abatement/demolition/remodeling must be assumed to be ACM until sampled by and EPA/State of Wisconsin certified asbestos inspector and proven negative.

If you have any questions concerning this report or the sampling performed please feel free to contact me.

Sincerely,

Ryan Sopha
President/Inspector #AII14676

Encl

RAS/bls