

# City of Green Bay Wisconsin



## CONTRACT DOCUMENTS

### BIDDER'S PROPOSAL

for

### PUBLIC WORKS CONSTRUCTION

*"GBMFD 1-23 STATION 7  
WINDOW REPLACEMENT"*

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#### NOTE TO BIDDERS

ANY DESIGN QUESTIONS PERTAINING TO THIS PROJECT SHALL BE  
DIRECTED TO:

DEPARTMENT OF PUBLIC WORKS  
100 N. JEFFERSON STREET  
GREEN BAY, WI 54301  
(920) 448-3100

---

Only the Bidder's Proposal Pages, Bid Bond or Certified Check, and any  
Addenda issued shall be submitted.

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

CONTRACT AWARDED ON: \_\_\_\_\_, \_\_\_\_\_

I HEREBY APPROVE OF THE LEGAL FORM OF THE CONTRACTS AND BONDS HEREIN.

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
DATE

I HEREBY CERTIFY THAT THE NECESSARY FUNDS HAVE BEEN ALLOCATED TO PAY FOR THE WORK IDENTIFIED IN THE CONTRACTS HEREIN.

\_\_\_\_\_  
CITY COMPTROLLER

\_\_\_\_\_  
DATE

I HEREBY CERTIFY THAT THE REQUISITE PROOF OF INSURANCE FOR THE WORK DESCRIBED IN THE CONTRACTS HEREIN HAS BEEN PROVIDED.

\_\_\_\_\_  
RISK MANAGEMENT DIVISION

\_\_\_\_\_  
DATE

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SECTION 00 11 00

NOTICE TO CONTRACTORS

Contract: GBMFD 1-23 Station 7 Window Replacement  
City of Green Bay, Wisconsin

Sealed proposals will be received in the Office of the City Clerk/Treasurer of the City of Green Bay, Room 106, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, 54301 until 2:00 P.M. on June 6, 2023 at which time they will be opened in Room 310, City Hall, for Public Works Improvement Contract:

GBMFD 1-23 Station 7 Window Replacement

in accordance with the contract documents, all of which are on file in the City Clerk's/Treasurer's Office and the Director of Public Works Office in the Green Bay City Hall.

In general, this this project includes replacing windows at Fire Station 7.

A pre-bid meeting will be held at Fire Station 7 located at 3489 Humboldt Road at 2:00 P.M. on May 24, 2023.

Bids will be received for one contract which includes all Work necessary and/or required to complete the project per the Contract Documents.

All work required in this contract shall be completed by September 29, 2023.

The Contract Documents, including plans and specifications, may be examined electronically and downloaded at [www.demandstar.com](http://www.demandstar.com) or <http://vendornet.state.wi.us/vendornet>.

The work shall be let in accordance with the following Sections of the Wisconsin Statutes.

1. Section 62.15 regarding public works construction.
2. Section 779.15 regarding lien on contractors
3. Section 66.0901 (2) regarding proof of responsibility.

All bidders shall provide proof of responsibility on the form furnished by the Director of Public Works and it shall be filed with the Director of Public Works not less than five (5) days prior to the time set for opening of bids. Said proof of responsibility shall not be valid if filed prior to one year of the date of opening bids.

In accordance with Section 9.16 of the City of Green Bay Code of Ordinances, any corporation, firm, or individual violating Chapter 133.01 of the Wisconsin Statutes, or any subsequent amendment thereof, shall upon conviction thereof be thereby disqualified as a bidder on any City of Green Bay project for a period of three (3) years from the date of such conviction; however, nothing herein shall be interpreted to preclude such corporation, firm, or individual from completing any and all contracts he/she may already have with the City at the time of such conviction, nor shall this ordinance be applied retroactively to convictions occurring prior to the adoption and publication of this ordinance. This prohibition applies with like force to officers of convicted corporations, firms, or individuals who thereafter have business interest in new corporations or business enterprises of whatever kind or description.

Sealed bids shall be delivered or addressed to the City Clerk/Treasurer, Room 106, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin 54301.

The City of Green Bay, Wisconsin reserves the right to reject any or all bids and to waive any informalities in bidding.

No bids shall be withdrawn after the opening of bids without the consent of the City of Green Bay, Wisconsin for a period of sixty (60) days after the scheduled time for closing bids.

All proposals must be submitted on the Bidder's Proposal provided for that purpose and issued to the specific Bidder by the Director of Public Works together with a certified check or a bid bond equal to at least five (5) but not more than ten (10) percent of the bid payable to the City of Green Bay as a guarantee that if his/her bid is accepted, he/she will execute and file the contract and a performance bond in the amount of one hundred percent (100%) of the total bid within ten (10) days after the award of the contract. Only the Proposal Pages, Bid Bond or Certified Check, Affidavit of Compliance, Disclosure of Ownership and any Addenda issued shall be submitted.

In case the successful Bidder shall fail to execute such contract and performance bond, the amount of the check or bid bond shall be forfeited to the City as liquidated damages.

Published by the authority of the Improvement & Services Committee of the Common Council of the City of Green Bay, Wisconsin.

Advertised: May 12, 2023  
May 19, 2023  
May 26, 2023

By: Mark Steuer, Chairperson

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SECTION 00 21 00

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS

- A. Proposals must be placed in a sealed envelope addressed to the City Clerk/Treasurer, Room 106, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, 54301 and marked "GBMFD 1-23 Station 7 Window Replacement".
- B. The legal business name of the contractor submitting the proposal shall also appear on the outside of the sealed envelope.
- C. Bidders are to submit their proposal on the Bidder's Proposal form provided. Only the Bidder's Proposal Pages, Bid Bond or Certified Check, Affidavit of Compliance, Disclosure of Ownership and any Addenda issued shall be submitted.

2. PROOF OF RESPONSIBILITY

- A. Each Bidder shall demonstrate qualifications to the satisfaction of the Improvement and Services Committee. All Bidders shall provide proof of responsibility on the form furnished by the Director of Public Works, and it shall be on file with the Director of Public Works not less than five (5) calendar days prior to the date and time set for opening of bids. Said proof shall include written evidence that Bidder maintains a permanent place of business, has adequate labor and equipment to perform the work properly and expeditiously, has adequate financial capability, has adequate experience, and has authority to conduct business in the State of Wisconsin.

1. Forms are located on City's website: <https://greenbaywi.gov/796/Engineering>.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Before submitting a bid, each Bidder shall:

- 1. Examine the Contract Documents thoroughly, including work required by other trades;
- 2. Visit the site to become familiar with local conditions that may in any manner affect cost, progress, and performance of furnishing the work
- 3. Become familiar with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, and performance of furnishing the work; and

4. At Bidder's own expense, make such surveys and investigations as may be deemed necessary to determine a bid price for performance of the work within the terms of the Contract Documents. (NOTE: Bidder shall obtain property owner's permission, as necessary, prior to commencement of any such activity).

B. Bidder shall promptly notify Engineer, at least five (5) calendar days prior to bid opening, of any conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

#### 4. INTERPRETATION OF CONTRACT DOCUMENTS

A. All questions about the meanings or intent of the Contract Documents shall be submitted to the Owner in writing. Replies will be issued by addendum posted on [www.demandstar.com](http://www.demandstar.com) and <http://vendornet.state.wi.us/vendornet> . Only questions answered by formal written addendum shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

B. In order to guarantee a response, questions shall be submitted no later than four (4) calendar days prior to the bid opening date. Engineer shall attempt to address questions up to twenty-four (24) hours prior to the bid opening but shall not guarantee such a response. No questions submitted less than twenty-four (24) hours prior to the bid opening shall be addressed.

#### 5. SUBSTITUTION OF MATERIALS

A. Certain materials are specified by manufacturer in order to establish standards of quality, not to limit competition. Where an item of material is specified to be a certain manufacturer's make, then the Bidder's Proposal shall include such material as specified unless approved otherwise.

B. Up to seven (7) days prior to the bid date, a Bidder or manufacturer may request approval in writing of an item of material by submitting adequate product data to the Engineer for evaluation. Included with the product data shall be a list of five (5) or more similar projects where the product has been used under similar conditions. The list of projects shall include their location and the name and phone number of the owner's representative. The substitute product shall have been in place for a minimum of three (3) years at each location. Notice of approval shall be given only by an addendum issued by the Engineer. No verbal or other written approval will be given.

C. Within ten (10) days after award of Contract, the Contractor may submit alternate proposals for other kinds of material that they consider equal to those specified. These proposals for substitute products shall be submitted in writing to the Engineer for evaluation. There shall be included all pertinent product data and samples thereof as well as a listing of five (5) or more similar projects where the product has been used under similar conditions. The list of projects shall include their location and name and phone number of the owner's representative. The substitute product shall have been in place for a minimum of three (3) years at each location. Any cost differences shall be included with submittal. If the requested change is acceptable to the Engineer, then a change order will be prepared. If the requested change is not acceptable, the Contractor shall be obligated to furnish the item as specified.



6. ESTIMATE OF QUANTITIES

- A. An estimate of the quantity of work to be performed under the Contract is stipulated in the proposal. The quantities of work may be considered as approximate and for comparison of bids only. The City does not guarantee nor imply that the actual quantities involved in the work will correspond exactly therewith and shall not be liable for any misunderstanding as to the exact quantities, location, or conditions pertaining to the work. No adjustment in the contract unit prices will be made due to any variance between bid quantities and the actual measured quantities.

7. PERMITS AND LICENSES

- A. Bidder is responsible, unless otherwise noted in the Agreement, for determining the applicable permits, licenses, and other approvals and authorizations required by law for performance of work and shall include such costs in their Bidder's Proposal. No extra compensation shall be paid by the City to the successful Bidder for failure to include these costs in its Bidder's Proposal.

8. DISCLOSURE OF OWNERSHIP

- A. Each Bidder submitting a bid shall execute the Disclosure of Ownership Form DWD-ERD-7777 (R. 01/2011), if applicable.
- B. Any Bidder disclosing information hereunder is aware of and agrees to be bound by Chapter DWD 294, Wisconsin Administrative Code.

9. SUBSTANCE ABUSE PREVENTION AFFIDAVIT

- A. Each Bidder submitting a bid on Contract shall execute the Affidavit of Compliance with Section 103.503, Wisconsin Statutes, regarding substance abuse prevention on public works contracts.

10. SUBCONTRACTORS

- A. Section 66.0901 (7), Wis. Statutes, provides that a Bidder, as part of the proposal, shall submit a list of Subcontractors proposed to be used on the contract with and the class of work to be performed by, provided that to qualify for such listing each Subcontractor must first submit their bid in writing to the General Contractor at least 48 hours prior to the time of the bid closing. It further provides that a proposal of a Bidder shall not be invalid if any Subcontractor, and the class of work to be performed by such Subcontractor, has been omitted from the proposal.
- B. No subcontract, whether listed or later proposed, may be entered into without the written consent of the Engineer. Bidder's Proof required for approval.
- C. The Contractor shall not sublet over fifty (50) percent of the total contract amount without written consent of the Owner.

## 11. TIME OF COMPLETION

- A. Time of completion of each part of the work under the Contract will be specified in the Contract Documents as a specific number of work days, calendar days including Sundays and Holidays, or a given calendar day on or before which the work shall be completed, as well as a fixed and agreed amount of liquidated damages due the City from the Contractor for failure to complete the work in the specified time. It is agreed and understood that the completion of the work within the time as specified is an integral part of the Contract. The starting date of the Contract will be the date the Contractor begins work on that particular part of the Contract, but in no event will it be later than the date the Engineer requests the Contractor to begin work on that particular part of the Contract by written notification.
- B. Work shall be prosecuted effectively and diligently to completion. Once work on the Contract has commenced, the Contractor shall proceed continuously to completion. Failure to begin operations, or failure to diligently prosecute the work, may be considered as a breach of Contract and render the Contractor liable to action under the Contract, or the revocation or suspension of the Contractor's privilege to bid additional work, or both. Failure to proceed continuously in prosecution of the work, may also result in the denial to authorize work during weekends or holidays.
- C. In the event that the Contractor is successful in being awarded more than one part of a Contract, or multiple City contracts, the work shall be performed on each part or Contract concurrently and continuously in order that the completion dates are met. Prior to being awarded two or more parts or Contracts, the Contractor shall submit to the Engineer, in writing, a work schedule and evidence that the Contractor has adequate labor and equipment to meet the completion dates of all Contract parts.
- D. Contract time will not be charged during periods of complete suspension of operations, when approved by the City in conjunction with an order by the Engineer suspending operations.
- E. Contract time may be extended in an amount as is mutually agreed upon by the Engineer and the Contractor, on the basis of contract change orders involving alterations in the Contract affecting the prosecution of work, or involving extra or additional work, when such alterations are necessary for the purpose or convenience of the City when such extra additional work is of such character or is ordered to be done at such a time that the amount of time reasonably necessary to perform such work is disproportionate to the contract specific originally set up in the proposal. Any agreement for extended time on this account shall be arrived at concurrently with and as a part of the consideration for the specific alteration or extra or additional work covered by that order.
- F. Permitting the Contractor to continue working after the expiration of the time fixed for its completion or after the date of time extension shall in no way act as a waiver on the part of the City for any of its rights under the Contract.

- G. Should the Contractor fail to complete any part of the work as specified in the Contract, or within such extra time as may have been allowed by contract time extensions, there shall be deducted from any monies due or that may become due the Contractor, or in the event no monies are due, the Contractor shall pay to the City, a sum of money as stipulated in the Contract for each and every work day or calendar day as specified by the Contract that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as a fixed, agreed, and liquidated damages due the City from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision and other items which have caused an expenditure of public funds resulting from failure to complete the work within the time specified in the Contract.
  - H. Five Hundred Dollars (\$500.00) per calendar day shall be charged as liquidated damages for failure to complete the work within the time frame specified. No time extensions will be given due to delays by other contractors.
  - I. If the Contractor does not complete the work within the contract time or within the extra time allowed under Engineer-granted time extensions, the Owners will assess liquidated damages. The Owner will deduct a specified sum from payments due the Contractor for every calendar day that the work remains incomplete.
  - J. This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the Owner from the Contractor by reason of inconvenience to the public, the added cost of engineering and supervision, and the other items that have caused an expenditure of public funds resulting from the Contractor's failure to complete the work within the contract time.
  - K. Unless modified elsewhere in the Contract Documents, the Owner will assess liquidated damages.
  - L. If the Owner allows the Contractor to continue to finish the work or any part of it after the contract time expires, the Owner waives no rights under the Contract.
12. BID DEPOSIT
- A. No bid shall be considered unless accompanied by a bid deposit of the character and amount described in the Notice to Contractors.
  - B. The City will return the bid deposit of unsuccessful Bidders following the award of the Contract by the Common Council. The bid deposit for the successful Bidder will be returned following the execution of the Contract and submittal of required Performance and Payment Bond within ten (10) calendar days after the award of the Contract.

13. REQUIREMENTS FOR SIGNING PROPOSALS

- A. Proposals that are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person to whom it is signed.
- B. Proposals that are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the proposal a power of attorney evidencing authority to sign the proposal executed by the partners.
- C. Proposals that are signed for a corporation should have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation, manually written in the signature block. If such a proposal is manually signed by an officer other than the president of the corporation, a certified copy of a resolution of the Board of Directors evidencing the authority of such official to sign the proposal should be attached to it. Such proposal should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

14. WITHDRAWAL OF BIDS

- A. All proposals filed with the City will be kept secure and unopened and will not be allowed to pass out of the custody of a representative for the City, except on written request of the Bidder or the Bidder's authorized representative made prior to the time set for receipt of proposals and, if such withdrawal is made, such prospective Bidder shall not be entitled to bid on the Contract at hand unless the same is re-advertised and proposals are again requested upon such advertisement.
- B. No bid shall be withdrawn after the opening of the bids without the consent of the City for a period of sixty (60) days after the bid opening.

15. OPENING OF BIDS

- A. Bids will be publicly opened on the date, time and place as indicated in the Notice to Contractors.

16. AWARD OF CONTRACT

- A. The Contract will be awarded to the responsible Bidder submitting the lowest acceptable base bid plus any accepted alternates. The City reserves the right to reject the bid of any Bidder who, in the opinion of the Improvement & Services Committee, is incompetent or otherwise unreliable for the performance of the work bid. The City further reserves the right to reject any and all proposals, to waive technicalities, to re-advertise for bids, or to proceed to do the work otherwise if, in the judgment of the Improvement and Services Committee, the best interest of the City will be served thereby.

17. BIDS TO REMAIN OPEN

- A. All bids shall remain open for sixty (60) calendar days after the date of the bid opening unless otherwise noted in the Notice to Contractor.

18. WHEN AWARD EFFECTUAL

- A. The Contract shall be deemed as having been awarded when a written notice of award has been duly served to the successful Bidder by an officer or agent of the City duly authorized to give such notice.

19. INSTRUCTIONS FOR SIGNING CONTRACT

- A. If the Contract is signed by the secretary of the corporation, the certificate as to Corporate Principal should be executed by some other officer of the corporation, under the corporate seal. In lieu of aforementioned certificate, there may be attached to the Contract copies of such records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.
- B. The full name and business address of the Contractor should be inserted and the Contract should be signed with his/her official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract. Contracts that are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the Contract a power of attorney evidencing authority to sign the Contract executed by the partners.
- C. If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) should be indicated in the Contract and such individual should sign the Contract. Contracts that are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the Contract in the name of the person to whom it is signed.

20. PERFORMANCE AND PAYMENT BOND

- A. The Contractor shall file with the City, within ten (10) calendar days after the written Notice of Award, a Payment and Performance Bond on the prescribed form in the full amount of the contract price as security for the payment of all persons supplying labor, services, and materials for the execution of the work and the faithful performance of the Contract. The bond shall remain in effect for a period of one year after the date of final acceptance of the work by the City. The surety furnishing this bond shall have a sound financial standing, a record of service satisfactory to the City, and shall be authorized to do business in the State of Wisconsin.

1. Prescriptive Forms

- a. AIA Document A312-2010 Performance Bond
- b. AIA Document A312-2010 Payment Bond
- c. AIA Document A312-2010 Bid Bond

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# BIDDER'S PROPOSAL

PUBLIC WORKS IMPROVEMENTS CONTRACT:  
City of Green Bay, Wisconsin

GBMFD 1-23 Station 7 Window Replacement

TO THE:  
Improvement and Services Committee  
City of Green Bay, Wisconsin

The undersigned Bidder, having carefully examined in detail all contract documents, drawings, and specifications for this contract, "GBMFD 1-23 Station 7 Window Replacement", which are on file in the office of the City Clerk/Treasurer at the City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, and fully understanding the local conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, tools, and equipment to perform THE work stipulated in, required by, and in accordance with the proposed contract documents referred to therein (as altered, amended, or modified by addenda) and for and in consideration of the following prices.

Item No.	Description	Est. Qty.	Unit	Unit Price	Total
1.00	Window Replacement	1	LS		
Total "GBMFD 1-23 Station 7 Window Replacement"					

Bidder has executed the Disclosure of Ownership Form DWD-ERD-7777 (R.01/2011)

Yes     Not Applicable

Bidder proposes to employ the following subcontractors for the stated categories of work within the contract:

CATEGORY OF WORK	SUBCONTRACTOR

Accompanying this proposal is a certified check or Bid Bond in the amount of \_\_\_\_\_  
\_\_\_\_\_ (\$\_\_\_\_\_)

as required in the Notice to Contractors.

The undersigned Bidder agrees to furnish the required performance and payment bonds and to execute the Contract within ten (10) days after the award of the contract and agrees to complete all work covered by the foregoing proposal in accordance with the Contract Documents.

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

\_\_\_\_\_  
(Name of corporation, partnership, or person submitting bid)

a corporation organized and existing under the laws of the State of \_\_\_\_\_;

a partnership consisting of \_\_\_\_\_;

an individual trading as \_\_\_\_\_

of the City of \_\_\_\_\_, State of \_\_\_\_\_;

Federal Tax Identification Number \_\_\_\_\_

and, that:

- (1) I am fully informed in respect to the preparation and content of the attached Bid, and of all pertinent circumstances respecting such Bid;
- (2) Such Bid is genuine and is not collusive or a sham bid;
- (3) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or persons, to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract; or has in any manner directly or indirectly, sought by agreement, collusion, communication, or conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price, or the bid price of any other Bidder, or to secure through any collusion conspiracy, connivance, or unlawful agreement, any advantage against the City of Green Bay, Wisconsin, or any person interested in the proposed Contract; and
- (4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder, or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature \_\_\_\_\_

\_\_\_\_\_  
(Title, if any)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary or other officer authorized to administer oaths

My Commission Expires \_\_\_\_\_

**(Bidders should not add any conditions or qualifying statements to this proposal as otherwise the proposal may be declared irregular as being not responsive to the notice.)**



## Disclosure of Ownership

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

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

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

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

### Other Construction Business

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

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

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

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

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**AFFIDAVIT OF COMPLIANCE  
WITH SECTION 103.503, WIS. STATUTES,  
REGARDING SUBSTANCE ABUSE  
PREVENTION ON PUBLIC WORKS CONTRACTS**

State of Wisconsin )  
 )ss.  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, on oath, deposes and states that:

1. I am an officer or partner or individual of the contractor, who is authorized to make this affidavit on behalf thereof.
2. I am the contractor responsible for submitting a bid to the City of Green Bay.
3. I understand that I must comply with Section 103.503, Wisconsin Statutes, "Substance Abuse Prevention on Public Works Contracts."
4. I certify that I and the subcontractors that I intend to use have written substance abuse prevention programs in effect during the time of any contract agreement.
5. To the best of my knowledge, I comply with all of the provisions of Section 103.503, Wisconsin Statutes, "Substance Abuse Prevention on Public Works Contracts."
6. I understand that if I am found non-compliant with Section 103.503, Wisconsin Statutes, the City of Green Bay, in its sole discretion, may remove my company from the list of pre-qualified contractors or decline the award of a bid.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Name of Corporation, Partnership or Sole Proprietorship

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_

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SECTION 00 52 00

AGREEMENT FORM

PART 1 GENERAL

1.01 SUMMARY

- A. The successful bidder will be required to enter into an agreement with the Owner incorporating the attached AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

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# AIA<sup>®</sup> Document A105™ – 2017

## Standard Short Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the    day of    in the year  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

CITY OF GREEN BAY  
100 North Jefferson Street  
Room 106  
Green Bay, Wisconsin 54301

and the Contractor:  
*(Name, legal status, address and other information)*

for the following Project:  
*(Name, location and detailed description)*

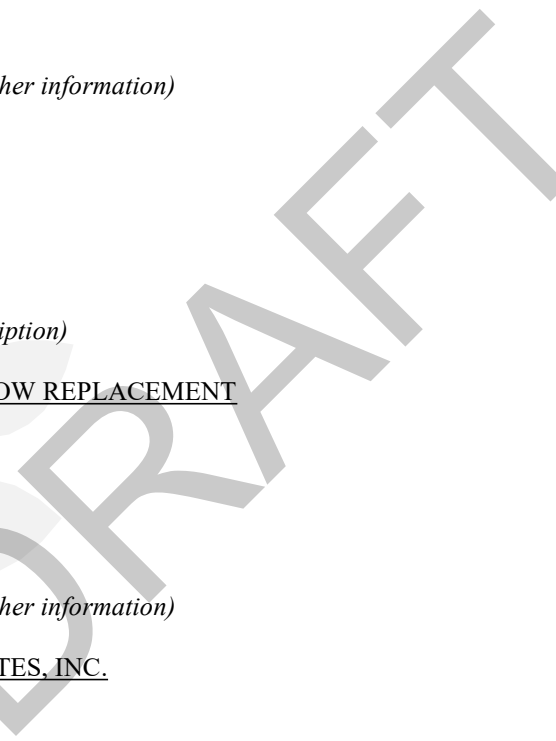
GBMFD 1-23 STATION 7 WINDOW REPLACEMENT  
City of Green Bay  
Green Bay City Fire Station 7  
3489 Humboldt Road  
Green Bay, Wisconsin 54311

The Architect:  
*(Name, legal status, address and other information)*

BERNERS-SCHOBER ASSOCIATES, INC.  
310 Pine Street  
Green Bay, Wisconsin 54301

The Owner and Contractor agree as follows.

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



**TABLE OF ARTICLES**

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**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:		
<b>Number</b>	<b>Title</b>	<b>Date</b>
Specifications:		
<b>Section</b>	<b>Title</b>	<b>Pages</b>
.3 addenda prepared by the Architect as follows:		
<b>Number</b>	<b>Date</b>	<b>Pages</b>



- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

Exhibit A – Insurance  
AIA Document A312 Performance Bond  
AIA Document A312 Payment Bond

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

**§ 2.2 Date of Commencement:**

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.  
*(Insert the date of commencement if other than the date of this Agreement.)*

Within 10 days of the Notice to Proceed.

**§ 2.3 Substantial Completion:**

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:  
*(Check the appropriate box and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement.

By the following date: September 29, 2023

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$ )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

*(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

*(Identify each allowance.)*

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item

Units and Limitations

Price per Unit (\$0.00)

#### ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

N/A

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

*(Insert rate of interest agreed upon, if any.)*

N/A %

#### ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in ~~this Section 5.1~~ the enclosed Exhibit A.

~~§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products-completed operations hazard.~~

~~§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.~~

~~§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 5.1.4 Workers' Compensation at statutory limits.~~

~~§ 5.1.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.~~

~~§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.~~

~~§ 5.1.7 Other Insurance Provided by the Contractor~~

~~*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*~~

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

Init.

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User Notes:

(791818347)

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### § 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### § 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### § 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

### § 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

N/A

## ARTICLE 7 OWNER

### § 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### § 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### **§ 7.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

### **§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

## **ARTICLE 8 CONTRACTOR**

### **§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 8.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

### **§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

### **§ 8.3 Supervision and Construction Procedures**

**§ 8.3.1** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

**§ 8.3.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

### **§ 8.4 Labor and Materials**

**§ 8.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

**§ 8.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

### **§ 8.5 Warranty**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

## § 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

## § 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

## § 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

## § 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

## § 8.10 Cutting and Patching

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

## § 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

## § 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the ~~Owner, Architect,~~ ~~Owner, Architect,~~ Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

§ 8.12.1 Contractor hereby agrees to indemnify, defend and hold harmless the Owner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Owner, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Owner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Owner, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Contractor shall reimburse the Owner, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work

covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Owner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

## **ARTICLE 9 ARCHITECT**

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

## **ARTICLE 10 CHANGES IN THE WORK**

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## **ARTICLE 11 TIME**

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

## **ARTICLE 12 PAYMENTS AND COMPLETION**

### **§ 12.1 Contract Sum**

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **§ 12.2 Applications for Payment**

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

### **§ 12.3 Certificates for Payment**

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

### **§ 12.4 Progress Payments**

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

### **§ 12.5 Substantial Completion**

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially

complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### **§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

**§ 12.6.2** Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

**§ 12.6.3** Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### **ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

#### **ARTICLE 14 CORRECTION OF WORK**

**§ 14.1** The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

**§ 14.2** In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

**§ 14.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

#### **ARTICLE 15 MISCELLANEOUS PROVISIONS**

##### **§ 15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

##### **§ 15.2 Tests and Inspections**

**§ 15.2.1** At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 15.2.2** If the Architect requires additional testing, the Contractor shall perform those tests.

**§ 15.2.3** The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.



### § 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

### § 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

### § 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 17 OTHER TERMS AND CONDITIONS

*(Insert any other terms or conditions below.)*

### § 17.1 Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God or the common enemy or earthquakes, floods, fires, epidemics, riots, telecommunications delays, failure of electrical power, lightning, national emergency, war, action of court or public authority, terrorist act, military action, civil disturbance, internet outages, failures or delay in transportation or communications. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

### § 17.2 Waiver

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

### § 17.3 Severability

If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**§ 17.4 No Agency**

Nothing in this Agreement is intended nor may be construed to create between City and the Contractor either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. No agent, employee or representative of either Party shall be deemed to be an agent employee or representative of the other party. Neither party shall have the authority to act for on behalf of the other party to bind the other party without the express written approval of the other party.

**§ 17.5 No Discrimination**

During the term of this Agreement, the parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person on the basis of actual or perceived sex, race, religion, creed, color, national origin, ancestry, age, disability, lawful source of income, marital status, familial status, sexual orientation, gender identity, gender expression, gender non-conformity, transgender status, past or present military service, or status as a victim of domestic abuse, sexual assault, or stalking.

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

\_\_\_\_\_  
**OWNER (Signature)**

Eric Genrich Mayor

*(Printed name and title )*

\_\_\_\_\_  
**CONTRACTOR (Signature)**

*(Printed name and title )*

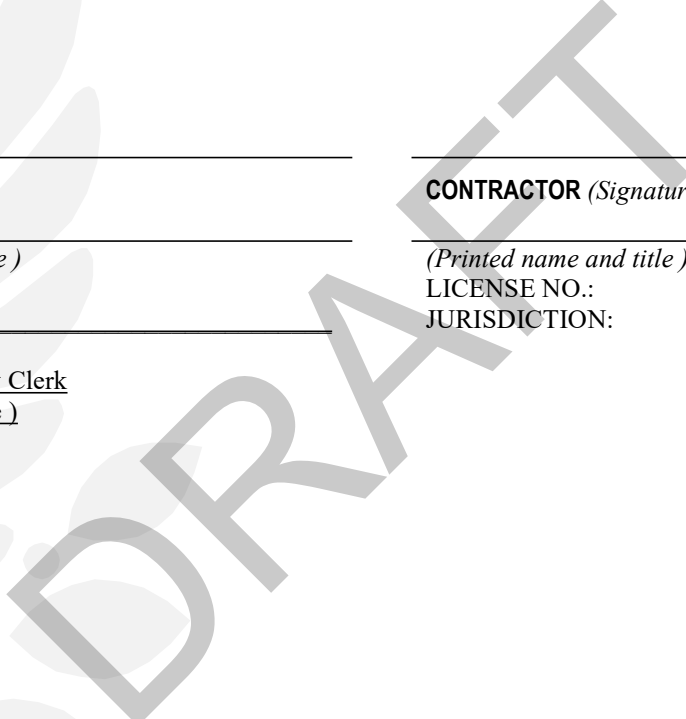
LICENSE NO.:

JURISDICTION:

\_\_\_\_\_  
**OWNER (Signature)**

Celestine Jeffreys City Clerk

*(Printed name and title )*



## Insurance Requirements

**General:** All insurance is the responsibility of the Contractor. The Contractor and each separate Subcontractor shall purchase and maintain such insurance as will protect them, and indemnify and save harmless the City from any and all claims for General and Automobile Liability and Worker's Compensation/Employers' Liability, including claims for damages resulting in bodily injury, including but not limited to death, and property damage and arising out of or resulting from the Contractor's direct or indirect operations under this Contract, whether such operations be performed by their own work forces or by any Subcontractor or anyone directly or indirectly employed by any of them.

This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is the greater, notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy, and shall include contractual liability insurance as applicable to the Contractor's obligations.

The Contractor's and Subcontractor's insurance shall always be primary with respect to the City's responsibilities under this Contract. The City of Green Bay shall be named as additional insured on the types of insurance listed in this section, and shall be listed as the Certificate Holder on any Certificate of Insurance issued to the City as proof of coverage. Insurance policies must remain in an active status for the life of the project, and shall not be allowed to expire until a minimum of one year after final payment has been approved by City Council.

The Contractor's and Subcontractor's insurance shall contain a provision that provides 30 days written notice of cancellation or change to the City.

No insurance required under the Contract shall be carried with an insurer not authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The City reserves the right to disapprove any insurance company.

Type of Insurance will vary per contract and at a minimum the following will be required:

A. General Liability:

1. Commercial General Occurrence policy, edition 2006 or 2010 including:

- a. Premises and Operations
- b. Products and Completed Operations
- c. Advertising and Personal Injury
- d. Explosion, Collapse and Underground Hazard coverage
- e. Contractual Insurance in writing under General Liability
- f. Broad Form Property Damage
- g. Coverage for Independent Contractors
- h. Care, Custody and Control coverages for City-owned materials at worksite
- i. Endorsement naming the City of Green Bay, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

2. Limits of Liability:

Bodily Injury/Property Damage Combined Single Limits:

Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury/Advertising Injury	\$1,000,000
Fire Damage Limit	\$ 50,000
Medical Payments Limit	\$ 5,000
General Aggregate	\$2,000,000

B. Automobile Liability:

1. Coverages must include the following extensions:

Comprehensive Forms

- a. All Owned Autos
- b. All Hired Autos
- c. All Non-Owned Autos
- d. Mobile Equipment
- e. Specialized Equipment
- f. Contractual Insurance
- g. Uninsured Motorists to Limit of Policy
- h. Additional Insured Endorsement naming City of Green Bay, its employees, agents and assigns.

2. Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:

\$1,000,000 per person/accident

Uninsured Motorists:

\$25,000 per person  
\$50,000 per accident

C. Worker's Compensation and Employers' Liability Insurance:

Limits of Liability

Workers' Compensation	\$1,000,000 per accident
	\$1,000,000 disease policy limit
	\$1,000,000 disease each employee
Employers' Liability	\$1,000,000

Waiver of Workers Compensation Subrogation - The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

D. Umbrella Liability

The Contractor shall provide \$2,000,000 cover for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employer's Liability, Commercial General Liability, and Automobile Liability

## SECTION 01 00 00

### GENERAL REQUIREMENTS

1. LAYING OUT THE WORK
  - A. At start of work, Contractor shall establish permanent benchmarks. Contractor shall lay out the Work and be responsible for all lines, elevations, and measurements of building, utilities, and other work executed under the contract. Contractor must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from failure to exercise such precaution.
  - B. Before proceeding with any part of their work, each Trade shall lay it out, taking all levels and measurements necessary for its perfect and complete assembling, building and installing, and to ensure the perfect fitting of their work where it joins or connects with the work of other trades. Check carefully all dimensions before starting any work and report to the Owner's representative any discrepancies for correction.
  - C. Verify all grades, lines, levels, and dimensions and report any errors or inconsistencies to the Owner's representative before commencing work.
  - D. As the work progresses, the General Trade shall lay out on the floors the exact location of all partitions as a guide to all trades.
  - E. Each Trade shall provide competent engineering services to execute the work in accordance with contract requirements and be responsible for the accuracy of the finished work.
2. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
  - A. The Contractor shall submit a digital or hard copy of the following General Submittals prior to or at the preconstruction conference:
    1. Contractor Contact and SDS Information
    2. Material Supplier Summary
    3. Request for Subcontractor Approval
    4. Construction Schedule
    5. Pre-construction Photos and Video
    6. Schedule of Values
    7. Copies of necessary Permits
  - B. Contractor shall submit shop drawings, product data, samples and other requested items (i.e. submittals) as required by the technical sections of the specification.
    1. Required submittals shall be submitted in digital format.

- C. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
  - 1. Identification of material, thickness, weight, and finish for each item and location in Project.
  
- D. Contractor's Review of Submittals
  - 1. Prior to transmitting submittals, Contractor shall review and approve submittal and affix Contractor's review stamp and signature to submittal. The Contractor's review stamp shall contain a statement that Contractor has checked the information in the submittal with the requirements of the Contract Documents and has verified all field conditions, measurements, and materials related thereto, and certifies that the submittal conforms to the requirements of the Contract Documents.
  - 2. Submittals received by the City without the Contractor's review stamp and signature will be returned without action.
  
- E. The Contractor shall keep one (1) approved set of shop drawings, product data and other requested items at the job site at all times.
  
- F. Reprocessing of Submittals: The Architect's shop drawing review responsibilities include only two reviews for any shop drawing submittal. This will include the initial review and review of one resubmittal. Any architectural and/or engineering shop drawing review time beyond these two reviews will be charged to and must be paid by the Contractor. Billing rates will be the Architect's and/or Engineer's standard hourly rate for all hours associated with the processing and review of said shop drawing submission.
  
- G. Fire Rated Assemblies/Systems:
  - 1. Contractor submittals for fire rated systems or assemblies shall provide documentation confirming compatibility of all submittal materials of the proposed assembly or system.

### 3. CONSTRUCTION DOCUMENTS

- A. Contractor will be responsible to distribute documents to all subcontractors, sub-subcontractors, and material or equipment suppliers as required.

### 4. SPACE PREFERENCE FOR MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Each Trade shall carefully check and coordinate the location and level of all service lines. Run preliminary levels and check with all other trades so that conflict in location may be avoided.

5. PROGRESS PAYMENTS

A. To request payment, Contractor shall submit four copies of AIA Form G702 Application and Certificate for Payment and Form G-703 Continuation Sheet. The forms shall be signed by Contractor and shall be notarized.

1. Applications for payment may be submitted monthly.
2. Owner will make progress payments to Contractor in accordance with the Conditions of the Contract.

B. Prior to submitting the first request for partial payment, Contractor shall submit the following.

1. Provide a cost breakdown showing the value of the various items of work. The cost breakdown shall follow, at a minimum, the sectional breakdown of the Project Manual. After approval, the cost breakdown will be used as the basis of partial payments.
2. Provide a Submittal Checklist indicating all project specific submittals required by Contract Documents.

C. At the completion of the project, Contractor shall submit final Waivers of Lien from the Contractor, approved sub-trades and all Subcontractors and material suppliers.

6. WORK IN EXISTING BUILDING

A. The Owner will carry on activities in existing building during period when construction work is in progress. Schedule work and store materials so as to interfere as little as possible with Owner's activities and use of premises. Any scheduling of work by the Contractor to accommodate such activities shall be incidental to the contract and shall not be used as a basis for requesting an extension of the completion date or as a basis for requesting additional compensation.

B. At the end of each work day, secure any openings into the work area so as to prevent unauthorized entrance, vandalism, theft and similar violations of security.

C. Any connections or alterations to present steam, gas, electric, water, or sewer facilities shall be made at times which meet Owner's approval and shall cause as little interference as possible with Owner's use of premises.

1. Contractor shall obtain Owner's approval a minimum of seven (7) days prior to any disruption of the aforementioned utilities and/or services.

D. Access to the building shall be limited to routes designated by the Owner. All debris shall be removed and material delivered via these routes. Except for areas where work is to be performed, workmen shall not enter the building.

- E. Where work involves redecorating in existing areas, the respective trades shall remove coverplates, fixtures, and wall mounted equipment as needed to refinish the surfaces. All removed items shall be reinstalled after redecorating is completed.
- F. The use of all tobacco products, including cigarettes, cigars and chewing tobacco, is prohibited throughout the entire facility. Personnel using these products must leave the building.
- G. Contractor to provide preconstruction electronic photos to Owner prior to start of construction.

## 7. LIFE SAFETY MEASURES DURING CONSTRUCTION

- A. Existing emergency exits from occupied areas of the building shall be maintained free and clear throughout the construction unless alternate arrangements which satisfy life-safety requirements are made with the Owner. Provide temporary ramps and walkways to extend the exits outside of the construction area. Provide means of egress for construction workers at all times.
- B. Existing Life-Safety systems, such as fire alarms, detectors and sprinklers, shall be kept in operation at all times, unless arrangements are made with the Owner. Shutdown shall be limited to the time required to perform work on the affected system.
- C. Maintain free and unobstructed access to emergency services and for emergency forces at all times.
- D. Where work involves penetrations through fire and smoke barriers, the penetration shall be completed and the barrier restored to the required fire rating the same day.
- E. Temporary partitions shall be smoke tight and constructed of non-combustible materials.
- F. Combustible rubbish and debris shall be removed from the building daily. Control the storage of combustible materials to reduce the flammable and combustible fire load of the building to the lowest level necessary for daily operations.

## 8. WORK BY OWNER

- A. Owner shall have the right to remove fixed and portable items prior to the start of remodeling work. Contractor shall coordinate this work and verify Owner has exercised that right before commencing operations.

## 9. REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS

- A. Where building materials or components are scheduled to be removed and not reinstalled, verify if Owner desires to salvage and/or retain any items.
- B. Store items in a secure area until delivery to Owner.
- C. Transport items to Owner's storage area on-site.
- D. Protect items from damage during removal, transport and storage.



## 10. HAZARDOUS SUBSTANCES

### A. Asbestos and PCB's

1. Known asbestos present. Abatement by others. Coordinate schedule with abatement contractor.
2. Neither the Contractor nor any subcontractor shall provide products or equipment which contains asbestos or polychlorinated biphenyl (PCB) material.
3. Any Contractor or trade who suspects that an on-site material contains asbestos shall report the information to the Owner's representative who will arrange to have the material tested. If the material is found to contain asbestos, the Owner will have it removed under separate contract. The affected Contractors shall provide a credit for work deleted from their contracts.

### B. Safety Data Sheets

1. All contractors and subcontractors who bring hazardous substances (as defined by OSHA) to the site shall have on file at the site a copy of the Safety Data Sheets (SDS) for that substance. The Contractor shall maintain a file of all SDS's required for the project at the site.
2. Each contractor and subcontractor shall comply with all Federal and State regulations regarding hazardous substances they bring to the site.

## 11. JOB MEETINGS

### A. The Contractor shall establish a regular time and place for a bi-weekly construction meeting. The Contractor shall schedule a pre-construction meeting. The meeting shall be attended by a representative of the Contractor, each major subcontractor, the Owner, and the Architect.

1. The representative attending the meeting shall have the authority to bind the Contractor to the decisions made at the meeting.
2. The Contractor shall keep minutes of the meetings and shall distribute copies to all parties involved.

### B. Additional meetings with the job foremen and field representatives shall be scheduled as required at the discretion of the Contractor and Owner's field representative.

### C. Prior to the start of work by any trade, the Contractor shall arrange a pre-installation meeting with the Owner's representative, the Contractor's superintendent, the Trade's labor foreman, and the Manufacturer's representative to review installation and job procedures for the product.

1. The Owner's representative may waive this requirement for minor work or for the installation of materials which do not require special skill.

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SECTION 01 50 00

TEMPORARY FACILITIES & CONTROLS

1. GENERAL
  - A. All Contractor operations and procedures shall be in compliance with NFPA 241, Standard for Safeguarding Construction, Alteration and Demolition Operations.
2. FIRE PROTECTION
  - A. During construction period, provide and maintain in working order all-purpose, 20# size dry chemical fire extinguishers. Extinguishers shall be rated for Class A, B, and C fire.
    1. Provide fire extinguishers so that travel distance to a fire extinguisher does not exceed 50 feet.
    2. Provide a minimum of one (1) fire extinguisher in the immediate vicinity of each work area and within each temporary enclosure.
    3. Provide one (1) fire extinguisher in each temporary office.
    4. Where flammable liquids or gases are used, provide one (1) fire extinguisher at each work station using flammable liquids or gases.
  - B. In addition, each trade which maintains enclosed shed on premises shall provide and maintain one (1) fire extinguisher in each shed.
3. SITE SECURITY AND PROTECTION
  - A. Fencing:
    1. Provide and maintain fencing of sufficient height and strength to maintain public safety and to restrict access to the construction site and/or staging areas.
      - a. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
  - B. Barricades:
    1. Install and maintain structurally adequate barricades around materials stored upon any street, highway, or other publicly accessible grounds such as will effectively prevent accidents.
  - C. Lighting:
    1. Furnish and maintain warning lights as required to maintain public safety.

D. Warning Signs:

1. Furnish and maintain warning signs as required to maintain public safety.

E. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with safety provisions of the Manual of Accident Prevention for Construction, published by the Associated General Contractors of America.

4. PROTECTION OF EXISTING BUILDING

A. Protect existing flooring and distribute construction loads with wood planks or by other suitable means while work is in progress.

B. Protect wall surfaces from damage due to delivery or removal of materials. Provide temporary wood jambs as needed at doorways to avoid damage.

5. STORAGE OF MATERIALS

A. Allocate space within the project limits to all trades for storage of materials. No materials shall be stored outside of the project limits unless expressly approved by the City.

B. Each trade shall be responsible for moving temporarily located materials which are part of his contract in order for any trade to complete final installations.

C. Material stored on structural slabs or slabs on grade shall not exceed the design load for the slab.

6. TEMPORARY POWER AND LIGHTING

A. Energy for small power tools and temporary lighting may be obtained from existing facilities. The cost of energy will be paid by the Owner.

1. Furnish all lamps, wiring, switches, sockets, and similar equipment as required.

2. Receptacle circuits shall have ground fault interrupters in the circuit at all times.

B. If a trade contemplates the use of equipment that requires a different voltage or greater capacity than that which is readily available on-site, then that trade shall arrange with the local utility for this additional service. Contractor shall pay for installation of such service and the necessary additional switches and wiring required.

7. TEMPORARY HEAT

A. Where materials are specified or required to be installed within a certain temperature or humidity range, maintain the required conditions for a long enough period prior to installation of the material to bring the substrate to the required condition, and after installation of material until properly cured or to completion of project.

- B. Heat will be provided by the Owner with existing equipment. If existing equipment is not usable due to remodeling work, provide temporary electrical heating units to maintain conditions required in Paragraph A.

- 1. Fuel for temporary heating units shall be paid for by the Contractor.

8. TEMPORARY WATER

- A. Water may be obtained from the Owner's existing facilities. Water will be paid for by the Owner.

9. TEMPORARY TELEPHONES

- A. Contractors shall make their own arrangements for making and receiving telephone calls.

10. TEMPORARY SANITARY FACILITIES

- A. The Owner will designate toilet facilities in the existing building which may be used by the Contractor. No other toilet facilities shall be used. Cooperate with the Owner in maintaining the facilities in a clean and sanitary condition.

11. TEMPORARY ENCLOSURES

- A. At exterior openings, provide temporary weathertight enclosures to maintain security, retain temporary heat and to protect the Work from weather.
- B. For interior work, provide enclosures to limit the spread of dust from demolition and cutting operations outside the construction area.
  - 1. Protect Owner's furniture, fixtures and equipment in and around all construction areas with fire retardant polyethylene. Tape seams and joints around furnishings and equipment.

12. PARKING FACILITIES

- A. Arrangements shall be made with the Owner for use of limited parking spaces at the site. All parking shall be strictly limited to those Owner designated areas.

13. PROJECT SIGN

- A. A project sign will not be required for this work.
- B. Posting of signs, advertising bills or posters about the site or on the building will not be permitted.
- C. With the approval of the Owner, small directional signs may be used to direct deliveries to the site. Such signs shall be neatly lettered and of substantial construction.

14. RUBBISH REMOVAL AND CLEANING

- A. All materials, rubbish, and debris shall be removed from the building and from the premises as soon as it accumulates. Removal of rubbish and debris shall be conducted in such a way that a minimum of dust is caused.
  - 1. Owner occupied areas and public corridors shall be kept broom clean at all times.
  - 2. Rubbish shall be removed via routes approved by the Owner. All materials spilled along the way shall be cleaned up immediately. Take precautions to prevent the spread of dust and dirt through the building.
  - 3. Keep grounds free of debris.
- B. Provide containers of adequate size at the site for the collection of all solid waste generated by construction operations.
  - 1. Have containers emptied as frequently as necessary to keep the site clean. Do not allow solid waste to accumulate on the ground or in buildings. Provide covers if necessary to prevent debris from blowing around the site.
  - 2. Each Trade shall haul solid waste generated by their work to the collection container. Cooperate in keeping the building and premises clean.
  - 3. Observe local and State regulations regarding solid waste disposal, recycling, and hazardous materials.
- C. Keep building broom clean by sweeping as many times as necessary to accomplish this end.
  - 1. All cleaning after architectural finishes have been installed shall be done using waxed base sweeping compound to control the dust.

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## SECTION 01 70 00

### EXECUTION AND CLOSEOUT REQUIREMENTS

#### 1. RECORD DRAWINGS

- A. Maintain a record of all field changes made during the course of construction. At substantial completion of the project, the Owner will furnish the Contractor with two sets of prints for the purpose of making these changes. After the Contractor has marked all field changes, these prints shall be returned to the Owner's representative. Record drawings shall be submitted before final payment is made to the Contractor.
  - 1. Submit Record Drawings in hard copy format. Electronic file format will not be accepted unless approved by the Owner.

#### 2. OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Upon completion of the work, Contractor shall submit to Owner's representative for review: one complete copy of an Operation and Maintenance (O&M) Manual. The O&M Manual shall include every item furnished by the Contractor which requires operation or periodic maintenance and/or as required by the technical sections of specification. Upon approval of submittal, Contractor shall provide three complete copies of this O&M Manual to Owner. Two (2) copies shall be printed on paper and bound in a heavy weight, loose-leaf cover and one (1) copy shall be submitted in a bookmarked .pdf digital file format. Manuals shall be delivered to Owner prior to substantial completion.
- B. Where systems interrelate to one another, furnish a typed description of the operation of the system written for this project. The instruction shall contain all information needed by the Owner to properly operate the equipment.

#### 3. WARRANTIES AND GUARANTEES

- A. Where guarantees and warranties are called for in the technical sections of the specification, submit three copies of the manufacturer's written guarantee.
- B. Where the manufacturer provides a guarantee or warranty for more than one year as part of their normal business procedure, a copy of the written guarantee shall be transmitted to the Owner.
- C. Provide Proof of Purchase if necessary for warranty. Activate warranty if applicable.

#### 4. CERTIFICATIONS

- A. Where required by the technical sections, provide certification from the manufacturer showing that products furnished meet the requirements of the specification. The installer shall provide a statement certifying that the product was actually installed on this project.
- B. The original certificate shall be signed by an authorized agent of the company and shall be sworn before a notary.

5. SUBMITTALS

- A. All record drawings, operating and maintenance instructions, warranties, guarantees, certifications, test reports, and other documents shall be transmitted to the Owner's representative at one time.
- B. All documents required to be submitted in Paragraph A shall be received and approved by the Owner's representative prior to substantial completion and prior to any request for reduction of retainage.

6. EXTRA MATERIAL

- A. Where technical sections require extra material for the Owner's stock, deliver to a storeroom designated by the Owner and arrange materials in an orderly manner. Store in original cartons where possible.
  - 1. Label the outside of the carton with the type of material, color, and other pertinent information.
- B. Prepare an inventory of all extra materials and have signed by the Owner's representative showing receipt of the materials. Send two copies of the signed inventory to the Owner's representative prior to final payment.
  - 1. Where the quantity of extra stock is based on a percentage of material furnished, provide a schedule showing the amount required for the project and amount of extra stock to be provided. Schedule shall be submitted at the time payment is requested for the material.

7. FINAL CLEANING

- A. In addition to regular broom cleaning, the Contractor shall do the following special cleaning at the completion of the work:
  - 1. Clean Glass:
    - a. Remove putty stains, labels and paint from glass.
    - b. Wash and polish all new glass.
    - c. Wash and polish all existing glass in the immediate area of the Work.
    - d. Washing of glass shall be done by a professional window washer.
  - 2. Remove stains, marks and fingerprints and other soil or dirt from painted, decorated, and stained work.
  - 3. Remove temporary protection and clean floors at completion.
  - 4. Clean and polish hardware for all trades and equipment installed under General Contract. This includes removal of stains, dust, dirt, paint, etc.



5. Remove spots, soil, paint from tile, other similar glazed or polished surfaces, upon completion.
  6. Remove spots, soil, paint, plaster, mortar, from aluminum work. When directed by Architect, wash aluminum work with non-alkali soap and water solution and follow with clear water rinse.
  7. Remove construction dust from all existing materials and equipment.
- B. Mechanical Trades and Others: Clean fixtures, equipment, remove stains, paint spatters, dirt dust.
8. SITE RESTORATION
- A. At the conclusion of the Work, restore the site to its original condition.
1. Remove stored materials, trailers, etc., from the site. Remove debris and restore ground to original grades.
  2. All areas where grass has been disturbed shall be restored with sod similar to existing grass.
  3. All areas where landscaping and/or plantings have been disturbed shall be restored in kind.

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SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Remove materials required for remodeling work.

1.02 RELATED WORK

- A. Contractors for respective branches of the work shall remove or alter electrical apparatus, heating apparatus, piping, and similar materials.

1.03 PROJECT CONDITIONS

- A. All present services installed and operating shall be kept in operation through the new construction until equal new services or temporary lines satisfactory to Owner are installed and operating.
- B. Provide and maintain protection for the public from hazards caused by this work.

1.04 HAZARDOUS SUBSTANCES

- A. Airborne asbestos fibers and PCB compounds have been determined to be hazardous to your health.
- B. Contractor's attention is directed to the Occupational Safety and Health Act (OSHA) in general and to Part 1910.1001 – ABBESTOS in particular. This has been incorporated into Wisconsin Administrative (Building) Code and identified as Ind. 1910.93a; compliance with all possible applicable provisions is the Contractor's responsibility. Contractor's attention is also directed to Wisconsin Administrative Code, Chapters Ind. 1910.93, Ind. 1910.32 and NR-157 relative to PCB's.
- C. An Asbestos Inspection of suspected Asbestos Containing Materials (ACM) was completed. Inspection results indicate the exterior window glaze at locations identified on the plans are considered asbestos containing (2% chrysotile). A separate contract will be administered by the City for remediation of ACM's. The Contractor will be responsible for coordination with the abatement of ACM's.
- D. Any Contractor who suspects that a material contains asbestos shall report the information to the Owner's representative who will arrange to have the material tested. If the material is found to contain asbestos, the Owner will have it removed under a separate contract. The affected Contractor shall provide a credit for work deleted from their contracts.

PART 2 DOES NOT APPLY

PART 3 EXECUTION

3.01 PREPARATION

- A. Provide enclosures to prevent the spread of dust during demolition operations.
- B. The Owner shall have the right to remove fixed and portable items prior to the start of remodeling work. Verify that the Owner has exercised that right.

3.02 DEMOLITION

- A. Cut openings in existing walls for new doors, passageways, etc. Openings in masonry and concrete shall be sawcut. Execute work with a minimum disturbance to existing construction which remains.
- B. Remove all other material and equipment shown to be removed or as required for the completion of the project.
- C. Existing materials which are intended to be reused shall be removed with care to avoid damage to finished surfaces. Store in a protected location, in the same manner required for new materials, until the project is ready for their reinstallation.

3.03 CLEANING

- A. Materials removed shall become the Contractor's property unless specifically stated otherwise.
- B. All materials, rubbish, and debris shall be removed from the building and from the premises as soon as it accumulates. Removal of rubbish and debris shall be conducted in such a way that a minimum of dust is caused.
- C. Maintain Owner occupied areas as clean as possible to avoid interference with Owner's operations.

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## SECTION 07 92 00

### JOINT SEALANTS

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. Furnish and install joint sealants and backing material.
  - 1. Joints requiring sealant include, but are not limited to:
    - a. Exterior Locations:
      - 1) Fenestration perimeters
      - 2) Joints between dissimilar materials
      - 3) Top of flashing receivers
    - b. In-Wall Locations:
      - 1) Top of membrane flashings
      - 2) Joints between dissimilar materials
      - 3) Air and vapor barrier/ retarder transitions
    - c. Interior Locations:
      - 1) Fenestrations at exterior walls
      - 2) Window sills
      - 3) Joints between dissimilar materials

##### 1.02 PERFORMANCE REQUIREMENTS

- A. Provide sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
  - 1. Prior to the installation of joint sealants, backings, and other related items, notify Owner's representative of any potential material or installation conflicts or incompatibilities.

### 1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data for each joint sealant product required, including instructions for joint preparation and joint sealant application. Submittals shall include movement abilities and acceptable materials for sealant to adhere, as well as minimum joint sizes in width and depth.
- B. Samples: Submit cured strip samples of actual product of each color selected by Owner.
- C. Joint Sealant Schedule: Include the following information for each joint type and/or location.
  - 1. Sealant product name.
  - 2. Sealant color.
  - 3. Joint sizes and depth sealant.

### 1.04 QUALITY ASSURANCE

- A. All caulking work shall be executed by experienced and skilled mechanics in strict accordance with the manufacturer's printed instructions.

### 1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to project site in original unopened containers or bundles with labels containing information about manufacturer, product name and designation, color, expiration period for use, pot life, curing time and mixing instructions for multi-component materials.
- B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

### 1.06 SITE CONDITIONS

- A. No caulking shall be done on damp, wet or frosty surfaces. Caulking shall only be done when temperature is above 40°F or below 80°F. Any deviation from this requirement shall require written authorization from the Architect.
- B. Examine Drawings and verify that all joints are properly detailed and proportioned for expansion and/or control, as recommended in writing by the sealant manufacturer. Immediately notify Owner's representative of any deviations.
- C. Contaminants capable of interfering with adhesion shall be removed from joint substrates prior to sealant installation.

## PART 2 PRODUCTS

### 2.01 SILICONE JOINT SEALANTS

- A. Single-Component, Stain-Resistant, Neutral-Curing, Silicone Sealant:
1. Products: Provide one of the following:
    - a. Dow Corning Corporation: 795 Silicone Building Sealant
    - b. Momentive Performance Materials (GE): SilPruf NB SCS9000
    - c. Pecora Corporation: 890 NST Silicone Sealant
    - d. Tremco: Spectrem 1
  2. Type and Grade: S (single component) and NS (non-sag) per ASTM C920.
  3. Class: 50 per ASTM C920.
  4. Stain-Test-Response Characteristics: Non-staining to porous substrates per ASTM C 1248.
  5. Product shall be SWRI-validated.
  6. Color: Selected by Owner from manufacturer's full range of options.
  7. Applications: Install in the following exterior wall joints.
    - a. Joints between metal parts.
    - b. Joints between different materials listed above.
    - c. Exterior perimeter joints between materials listed above and frames of doors windows and louvers.
    - d. Joints at exterior flashings.
    - e. Where movement is anticipated inside cavity wall conditions, i.e. copper waterstop, peel and stick air and vapor barrier / retarders transitions.
    - f. Interior sealant joints at exterior and wall fenestrations, i.e. between windows / door and gypsum board or sills.

### 2.02 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C1330, Type as approved by sealant manufacturer for the type of sealant used and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

## 2.03 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated.
- B. Cleaners for Non-Porous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent non-porous surfaces in any way and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Non-staining, non-absorbent material compatible with joint sealants and surfaces adjacent to joints.

## 2.04 COLOR

- A. Color selection of all sealants will be made by the Owner.

## PART 3 EXECUTION

### 3.01 PREPARATION

- A. Allow minimum 28 day curing period for concrete, grouts or mortars prior to caulking.
- B. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean non-porous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.



- C. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, or based on prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- D. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.02 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications and conditions indicated.
- C. Acoustical Sealant Application Standard: Comply with recommendations in ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.
- D. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- E. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.
- F. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses provided for each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- G. Tooling of Non-Sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealants from surfaces adjacent to joint.
  2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  3. Provide concave joint configuration per Figure 8A in ASTM C 1193, unless otherwise indicated.
    - a. Use masking tape to protect adjacent surfaces of recessed tooled joints.

### 3.03 CLEAN-UP

- A. Remove excess caulking and leave surface neat, smooth and clean.

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## SECTION 08 41 13

### ALUMINUM FRAMED ENTRANCES AND STOREFRONTS

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. Furnish and install aluminum storefront framing.

##### 1.02 RELATED WORK

- A. Section 07 92 00 - Sealants
- B. Section 08 80 00 - Glazing

##### 1.03 PERFORMANCE REQUIREMENTS

- A. Thermally Broken Aluminum Storefront Framing System – Front Glazed
  1. Wind Loads: Provide storefront system; include anchorage, capable of withstanding wind load design pressures of 30 lbs./sq. ft. inward and 41 lbs./sq. ft. outward.
  2. Air Leakage: The test specimen shall be tested in accordance with ASTM E 283. Air Leakage rate shall not exceed 0.06 cfm/ft<sup>2</sup> (0.3 l/s · m<sup>2</sup>) at a static air pressure differential of 6.2 psf (300 Pa) with interior seal; or rate shall not exceed 0.06 cfm/ft<sup>2</sup> (0.3 l/s · m<sup>2</sup>) at a static air pressure differential of 1.6 psf (75 Pa) without interior seal. CSA A440 Fixed Rating.
  3. Water Resistance: The test specimen shall be tested in accordance with ASTM E 331. There shall be no leakage at a minimum static air pressure differential of 10 psf (479 Pa) as defined in AAMA 501.
  4. Uniform Load: A static air design load of 30 psf (1436 Pa) shall be applied in the positive and negative direction in accordance with ASTM E 330. There shall be no deflection in excess of L/175 of the span of any framing member. At a structural test load equal to 1.5 times the specified design load, no glass breakage or permanent set in the framing members in excess of 0.2% of their clear spans shall occur.

5. Thermal Movements: Allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures:
    - a. Temperature Change (Range): 0°F (-18°C); 180°F (82°C)
    - b. Test Interior Ambient-Air Temperature: 75°F (24°C)
    - c. Test Performance: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested according to AAMA 501.5 for a minimum 3 cycles.
  
  6. Thermal Transmittance (U-factor): When tested to AAMA Specification 1503, the thermal transmittance (U-factor) shall not be more than:
    - a. 0.32 BTU/hr/ft<sup>2</sup>/°F
    - b. This is not a project specific value. The indicated value is based upon a 1" clear insulating glass unit used only for testing purposes, not the glass units specified for this project. Glass units used for this testing provides a center of glass U value of 0.24 with non-metallic warm edge spacer.
  
  7. Condensation Resistance (CRF): When tested to AAMA Specification 1503, the condensation resistance factor shall not be less than:
    - a.  $\delta_{frame}$  and  $\delta_{glass}$  (low-e).
- B. Thermally Broken Aluminum Storefront Framing System – Flush Glazed
1. Wind Loads: Provide storefront system; include anchorage, capable of withstanding wind load design pressures as noted on drawings.
  2. Air Leakage: The test specimen shall be tested in accordance with ASTM E 283. Air Leakage rate shall not exceed 0.06 cfm/ft<sup>2</sup> (0.3 l/s · m<sup>2</sup>) at a static air pressure differential of 6.2 psf (300 Pa) with interior seal; or rate shall not exceed 0.06 cfm/ft<sup>2</sup> (0.3 l/s · m<sup>2</sup>) at a static air pressure differential of 1.6 psf (75 Pa) without interior seal. CSA A440 Fixed Rating.
  3. Water Resistance: The test specimen shall be tested in accordance with ASTM E 331. There shall be no leakage at a minimum static air pressure differential of 8 psf (383 Pa) as defined in AAMA 501.
  4. Uniform Load: A static air design load of 35 psf (1680 Pa) shall be applied in the positive and negative direction in accordance with ASTM E 330. There shall be no deflection in excess of L/175 of the span of any framing member. At a structural test load equal to 1.5 times the specified design load, no glass breakage or permanent set in the framing members in excess of 0.2% of their clear spans shall occur.

5. Thermal Movements: Allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures:
  - a. Temperature Change (Range): 0°F (-18°C); 180°F (82°C)
  - b. Test Interior Ambient-Air Temperature: 75°F (24°C)
  - c. Test Performance: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested according to AAMA 501.5 for a minimum 3 cycles.
  
6. Thermal Transmittance (U-factor): When tested to AAMA Specification 1503, the thermal transmittance (U-factor) shall not be more than:
  - a. Glass to Exterior – 0.47 (low-e) or 0.61 (clear) BTU/hr/ft<sup>2</sup>/°F.
  - b. This is not a project specific value. The indicated value is based upon a 1" clear insulating glass unit used only for testing purposes, not the glass units specified for this project. Glass units used for this testing provides a center of glass U value of 0.24 with non-metallic warm edge spacer.
  
7. Condensation Resistance (CRF): When tested to AAMA Specification 1503, the condensation resistance factor shall not be less than:
  - a. Glass to Exterior – 70<sub>frame</sub> and 69<sub>glass</sub> (low-e) or 69<sub>frame</sub> and 58<sub>glass</sub> (clear).

#### 1.04 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, hardware, finishes, and installation instructions for each type of aluminum-framed entrance door and storefront system indicated.
  
- B. Shop Drawings: Include plans, elevations, sections, details, hardware, and attachments to other work, operational clearances and installation details.
  
- C. Samples for Verification: For aluminum-framed entrance doors, storefront system and components required.
  
- D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency for each type of aluminum-framed entrance door and storefront system.
  
- E. Fabrication Sample – Storefront Framing System: Of each vertical-to-horizontal intersection of aluminum-framed systems, made from 12" (304.8 mm) lengths of full-size components and showing details of the following:
  - Joinery
  - Anchorage
  - Expansion provisions
  - Glazing
  - Flashing and drainage

## 1.05 QUALITY ASSURANCE

- A. Installer Qualifications: An installer which has had successful experience with installation of the same or similar units required for the project and other projects of similar size and scope.
- B. Manufacturer Qualifications: A manufacturer capable of providing aluminum framed entrance doors and storefronts that meet or exceed performance requirements indicated and of documenting this performance by inclusion of test reports, and calculations.
- C. Source Limitations: Obtain aluminum-framed entrance doors and storefront system through one source from a single manufacturer.
- D. Packing, Shipping, Handling and Unloading: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- E. Storage and Protection: Store materials protected from exposure to harmful weather conditions. Handle entrance doors and storefront material and components to avoid damage. Protect entrance doors and storefront material against damage from elements, construction activities, and other hazards before, during, and after installation.
- F. Pre-installation Conference: Conduct conference at Project site to review all construction and quality control procedures for the work of this Section and to coordinate the work of all related Sections. Distribute written minutes of the pre-installation conference to all parties in attendance, including Architect, within five (5) days following the conference.

## 1.06 JOB CONDITIONS

- A. Field Measurements: Verify actual dimensions of aluminum-framed entrance door and storefront openings by field measurements before fabrication and indicate field measurements on Shop Drawings.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. Basis of Design: Kawneer Company Inc., Niles, Michigan, [www.kawneer.com](http://www.kawneer.com)
- B. Subject to meeting Performance Requirements listed in above, products by the following manufacturers will be approved:
  - 1. EFCO Corporation, Monett, Missouri
  - 2. Oldcastle BuildingEnvelope, Terrell, Texas
  - 3. Tubelite Architectural Products, Walker, Michigan, [www.tubeliteinc.com](http://www.tubeliteinc.com)

## 2.02 MATERIALS

- A. Aluminum Extrusions (Storefront System): Alloy and temper recommended by aluminum storefront manufacturer for strength, corrosion resistance, and application of required finish and not less than 0.070" wall thickness at any location for the main frame and complying with ASTM B 221: 6063-T6 alloy and temper.
- B. Aluminum Extrusions (Entrance Doors): Alloy and temper recommended by aluminum-framed entrance door manufacturer for strength, corrosion resistance, and application of required finish and not less than 0.090" wall thickness at any location for the main frame and door leaf members.
- C. Fasteners: Aluminum, non-magnetic stainless steel or other materials to be non-corrosive and compatible with aluminum entrance door members, window members, trim hardware, anchors, and other components.
- D. Anchors, Clips, and Accessories: Aluminum, non-magnetic stainless steel, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating; provide sufficient strength to withstand design pressure indicated.
- E. Reinforcing Members: Aluminum, non-magnetic stainless steel, or nickel/chrome-plated steel complying with ASTM B 456 for Type SC 3 severe service conditions, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating; provide sufficient strength to withstand design pressure indicated.
- F. Sealant: For sealants required within fabricated storefront system, provide permanently elastic, non-shrinking, and non-migrating type recommended by sealant manufacturer for joint size and movement.
- G. Weather Seals at Entrance Doors: Provide weatherstripping with integral barrier fin or fins of semi-rigid, polypropylene sheet or polypropylene-coated material. Comply with AAMA 701/702.
- H. Tolerances: Reference to tolerances for wall thickness and other cross-sectional dimensions of storefront system members are nominal and in compliance with AA Aluminum Standards and Data.

## 2.03 THERMALLY BROKEN ALUMINUM STOREFRONT FRAMING SYSTEM – FLUSH GLAZED

- A. Basis of Design: Trifab VG 451T Framing System
- B. System Dimensions: 2" x 4-1/2"
- C. Thermal Barrier:
  - 1. Kawneer IsoLock™ Thermal Break with a 1/4" (6.4 mm) separation consisting of a two-part chemically curing, high-density polyurethane mechanically and adhesively joined to aluminum storefront sections.
  - 2. Thermal Break shall be designed in accordance with AAMA TIR-A8 and tested in accordance with AAMA 505.
- D. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with non-staining, non-ferrous shims for aligning system components.
- E. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, non-staining, non-bleeding fasteners and accessories compatible with adjacent materials. Where exposed, fasteners shall be stainless steel.
- F. Perimeter Anchors: When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action.

## 2.04 GLAZING SYSTEM

- A. Glazing: As specified in Division 08 Section "Glazing".
- B. Glazing Gaskets: Manufacturer's standard compression types; replaceable, extruded EPDM rubber.
- C. Spacers and Setting Blocks: Manufacturer's standard elastomeric type.
- D. Bond-Breaker Tape: Manufacturer's standard TFE-fluorocarbon or polyethylene material to which sealants will not develop adhesion.
- E. Glazing Sealants: As recommended by manufacturer for joint type, and as follows:
- F. Weatherseal Sealant: ASTM C 920 for Type S, Grade NS, Class 25, Uses NT, G, A, and O; single-component neutral-curing formulation that is compatible with structural sealant and other system components with which it comes in contact; recommended by structural-sealant, weatherseal-sealant, and aluminum-framed-system manufacturers for this use.



## 2.05 ACCESSORIES

- A. Bituminous Paint: Cold-applied, asphalt-mastic paint complying with SSPC-Paint 12 requirements, except containing no asbestos; formulated for 30 mil thickness per coat.
- B. Partition Gap Closure: Basis-of-Design – Mullion Mate Series 20 and 30 manufactured by Gordon, Inc. or equal. Finish to match Aluminum Storefront frame. Provide standard manufacturer's Workmanship and Finish Warranty.

Gordon, Inc.  
5023 Hazel Jones Road  
Bossier City, LA 71111  
Phone: (800) 747-8954  
[sales@gordon-inc.com](mailto:sales@gordon-inc.com)

## 2.06 STOREFRONT FABRICATION

- A. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:
  - 1. Profiles that are sharp, straight, and free of defects or deformations.
    - a. Accurately fit joints; make joints flush, hairline and weatherproof.
  - 2. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
    - a. Physical and thermal isolation of glazing from framing members.
  - 3. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
    - a. Provisions for field replacement of glazing.
    - b. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- B. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- C. Storefront Framing: Fabricate components for assembly using manufacturer's standard installation instructions.
- D. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

## 2.07 FINISH

- A. Provide an Architectural Class II - Clear Anodic Coating (Thickness: 0.4 to 0.6 mils), conforming with American Architectural Manufacturers Association specification AAMA 611, AA-M12C21A31, Kawneer #40 Dark Bronze.

## PART 3 EXECUTION

### 3.01 INSPECTION

- A. Examine openings, substrates, structural support, anchorage, and other conditions for compliance with requirements for installation tolerances and other conditions affecting performance of work. Verify rough opening dimensions, levelness of sill plate and operational clearances. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure a coordinated, weathertight installation.
- B. Masonry Surfaces: Visibly dry and free of excess mortar, sand, and other construction debris.
- C. Metal Surfaces: Dry; clean; free of grease, oil, dirt, rust, corrosion, and welding slag; without sharp edges or offsets at joints.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.02 INSTALLATION

- A. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing aluminum-framed entrance doors, storefront system, accessories, and other components.
- B. Install aluminum-framed entrance doors and storefront system level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
- C. Set thresholds and sill members in bed of sealant or with gaskets, as indicated, for weathertight construction.
- D. Install aluminum-framed storefront system and components to drain condensation, water penetrating joints, and moisture migrating within aluminum-framed storefront system to the exterior.
- E. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

### 3.03 CLEANING

- A. Clean aluminum surfaces immediately after installing aluminum framed entrance doors and storefronts. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
- B. Clean glass immediately after installation. Comply with glass manufacturer's written recommendations for final cleaning and maintenance. Remove non-permanent labels, and clean surfaces.
- C. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

### 3.04 PROTECTION

- A. Protect aluminum from damage caused by construction operations.

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## SECTION 08 80 00

### GLAZING

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. Furnish and install insulated glass units.

##### 1.02 RELATED WORK

- A. Section 08 41 13 - Aluminum Entrances and Storefront

##### 1.03 SUBMITTALS

- A. Submit a schedule listing the glass type which will be used for each opening.
- B. Submit samples of the insulating glass for approval.
- C. Where color or pattern selection is required, submit samples to the Owner showing the full range of colors or patterns available.

##### 1.04 QUALITY ASSURANCE

- A. Glazing work shall comply with the Glass Association of North America's (GANA): GANA Glazing Manual. Utilize the glazing materials specified, and the manufacturer's recommendations, except as modified herein.
- B. Glazing in hazardous locations shall comply with the following, as applicable:
  - 1. Code of Federal Regulations, Title 16 - Commercial Practices, Chapter II - Consumer Product Safety Commission, Subchapter B - Consumer Product Safety Act Regulations, Part 1201 - Safety Standard for Architectural Glazing Materials (16 CFR 1201).
  - 2. American National Standards Institute (ANSI): Z97.1.

##### 1.05 DELIVERY, HANDLING AND STORAGE

- A. Deliver glass to the site as needed to minimize on-site storage. Store crated glass in a cool, dry, shady, well-ventilated area. Take necessary precautions to avoid damage to glass while stored.

## 1.06 WARRANTY

- A. Insulating glass units shall be warranted for ten (10) years against seal failure. This warranty shall include removal of the defective unit(s) and installation of new unit(s).
- B. Insulating glass units shall be warranted for one (1) year against breakage caused by edge defects. This warranty shall include removal of the defective unit(s) and installation of new unit(s).

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Cardinal Glass Industries, Eden Prairie, MN
- B. Guardian Industries Corp., Carleton, MI
- C. Old Castle BuildingEnvelope, Santa Monica, CA
- D. Pilkington North America, Inc., Toledo, OH
- E. Vitro Architectural Glass, Mexico
- F. Viracon, Inc., Owatonna, MN

### 2.02 MATERIALS

- A. Tempered glass shall be horizontal tempered and shall meet the requirements of ASTM C1048, Kind FT, and Federal Standard 16 CFR 1201. All tempered glass shall have a permanent mark which signifies compliance with Federal Standard 16 CFR 1201. Unless noted otherwise, tempered glass shall be 1/4" thick.
- B. Glazing accessories, such as setting blocks, spacer shims, etc., required to properly set glass in accordance with the manufacturer's recommendations and these specifications shall be furnished and installed by This Trade.

### 2.03 FABRICATION

- A. Glass shall be precut with smooth straight edges and to the full size required for the opening.
- B. Insulating Glass Unit: Match the following PPG Industries, Inc. insulating glass unit for construction, performance and color.
  - 1. Construction
    - a. Outdoor Lite: 1/4" thick, tempered "Starphire" glass with Solarban 60 Solar Control Low-E coating on surface 2.
    - b. Air Space: 1/2" - Spacer color to match window system.
    - c. Indoor Lite: 1/4" thick, tempered "Starphire" glass.

## 2. Performance

- a. Visible Light Transmittance:..... 74%
- b. Winter U-Value..... 0.29 Btu/(hr x sq.ft. x °F)
- c. Summer U-Value ..... 0.27 Btu/(hr x sq.ft. x °F)
- d. Solar Factor (SHGC) ..... 0.41
- e. Shading Coefficient ..... 0.48
- f. Outdoor Visible Light Reflectance ..... 11 %

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. All glazing surfaces shall be clean, dry, and free of foreign matter.
- B. Glaze windows per manufacturer's specifications and the following, as applicable.
  - 1. Tape Glazing:
    - a. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
    - b. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
    - c. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
    - d. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
    - e. Do not remove release paper from tape until just before each glazing unit is installed.
    - f. Where recommended by manufacturer, apply heel bead of elastomeric sealant.
    - g. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket application at corners and work towards centers of openings.
    - h. Where recommended by manufacturer, apply cap bead of elastomeric sealant over exposed edge of tape.

2. Gasket Glazing (Dry):
    - a. Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
    - b. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
    - c. Center glass in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compression gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
    - d. Install gaskets so they protrude past face of glazing stops.
  3. Sealant Glazing (Wet):
    - a. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
    - b. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
    - c. Tool exposed surfaces of sealants to provide a substantial wash away from glass.
  4. Lock-Strip Gasket Glazing
    - a. Comply with ASTM C 716 and gasket manufacturer's written instructions. Provide supplementary wet seal and weep system, unless otherwise indicated.
- C. All glazing materials shall be cut true to corners and left smooth and free from blemishes. Clean glazing material droppings from finished surfaces of glass and other material leaving the work clean of all such blemishes.



### 3.02 CLEANING

- A. At the completion of the work, remove all debris caused by the glazing operation from the site.
- B. Refer to General Requirements for final cleaning of glass.
  - 1. Use non-toxic, low odor cleaning products.
  - 2. Clean lead impregnated transparent acrylic-resin sheet per manufacturer's recommendations.

### 3.03 PROTECTION

- A. Protect glass from damage caused by construction operations or storage of materials. Protection shall be in a manner which will not permanently mark the glass.

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## SECTION 09 91 00

### PAINTING

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. Furnish and apply all field applied paint finishes.

##### 1.02 DEFINITIONS

- A. Coat: A layer of paint, varnish, lacquer, or other material applied, then allowed to dry. To back roll or apply a wet-on-wet film still constitutes a single coat.

##### 1.03 DESCRIPTION OF THE WORK

- A. Unless specifically noted as being finished otherwise or specifically noted as unfinished, the painter shall paint or finish as specified all new exposed wood, plaster, gypsum board, concrete, lightweight concrete block, and metal surfaces on the interior and exterior of the project except anodized aluminum, bronze, copper, stainless steel, or plastic laminate surfaces.
- B. Remodeling Work
  - 1. Where remodeling work occurs in the existing building, all new work shall be painted in accordance with this specification. Extend new paint to natural break point such as room corner, column projection or door frame.
- C. All other material of any nature requiring painting shall be painted under this section in a professional manner using materials suitable for the location and character of the work and as approved by the Owner's representative. Any item not specifically covered in painting schedule shall be painted color of adjacent surface.

##### 1.04 SUBMITTALS

- A. For each color and type of paint selected, submit two 8-1/2" x 11" draw downs on white smooth card stock with all prime and finish coats specified. Each succeeding layer of product shall be held back 1" and the layer labeled.
- B. For all products not listed on the Paint Products Schedule, submit the following:
  - 1. Manufacturer's specification sheet.
  - 2. Draw down applied in accordance with Paragraph A showing sheen for each product.
  - 3. Retail price per gallon.
  - 4. Contractor's purchase price per gallon.
  - 5. List of all proposed substitutions.

## 1.05 DELIVERY

- A. All material shall be delivered to the site in sealed, unbroken, original containers bearing the manufacturer's label. Label shall give manufacturer's name, brand, type of paint, and instructions for use.
- B. All materials shall be stored in a single place designated by the Architect. All soiled or used rags, waste and trash shall be removed from the building every night and every precaution taken to avoid the danger of fire. Latex paints must be stored at above freezing (32°F or 0°C) temperature.

## 1.06 JOB CONDITIONS

- A. Cleaning
  - 1. Areas to be painted shall be clean and free of dust and shall remain in that condition through the painting process.
- B. Environmental Requirements
  - 1. When surface temperature is below 50°F, do not apply paints, varnishes, or special coatings unless otherwise specified. Do not paint exteriors during frosty or rainy weather. Avoid painting surfaces while they are exposed to hot sun.
  - 2. Do not apply paint to areas where dust is being generated.
- C. Protection
  - 1. Protect all work performed under this section at all times and protect all adjacent work and materials by suitable covering or other method during progress of the work.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. Interior Paints:
  - 1. Latex Primer
    - a. Diamond Vogel: Posi-Prime Interior Latex Primer/Sealer
    - b. Hallman Lindsay: Wall Prep Pro Wall Primer 227
    - c. Sherwin Williams: ProMar 200 Zero VOC Interior Latex Primer B28W2600
  - 2. Latex Enamel Topcoat
    - a. Diamond Vogel: Zero Plus 0 VOC Interior Latex Eggshell Enamel
    - b. Hallman Lindsay: 270 Wonderkote Latex Eggshell Enamel
    - c. Sherwin Williams: ProMar 200 Zero VOC Interior Latex Eg-Shel B20-2600 Series

3. Block Filler
  - a. Diamond Vogel: Dia-Pro Acrylic Block Filler
  - b. Hallman Lindsay: 184 Block Kote
  - c. Sherwin Williams: PrepRite Block Filler B25W25
  
4. Interior Metal Primer
  - a. Diamond Vogel: Vers-Acryl 200 Acrylic Maintenance Primer/Finish
  - b. Hallman Lindsay: Metalguard Acrylic Metal Primer/Finish 338
  - c. Sherwin Williams: Pro-Cryl Universal Primer B66-310
  
5. Interior Metal Topcoat
  - a. Diamond Vogel: Vers-Acryl 203 Acrylic Maintenance Primer/Finish Mid-Sheen
  - b. Hallman Lindsay: Duratech 100% Acrylic Satin Enamel 318
  - c. Sherwin Williams: Sher-Cryl High Performance Acrylic B66-350 Series
  
- C. Products used shall be as listed above. Where no product is listed, the manufacturer shall provide cross comparisons to specified products for the Owner's approval.
  
- D. Where no product is listed, material shall be the manufacturer's best grade. Basic painting materials, such as linseed oil, shellac, turpentine, thinners, driers, etc., shall be pure and of highest quality.
  
- E. Colorants shall be added by established formula and the paint thoroughly mixed by mechanical means prior to delivery to the site. Color may be added in the field only with the Owner's approval.
  1. Except as noted below, tint primer with one-half the required colorant.
  2. Refer to the manufacturer's recommendation for primer color when applying darker colors.
  
- F. Colors shall be as selected by the Owner. More than one color may be selected for any single room or location. Before any finishing is started, the Owner's representative will furnish the Contractor with a color schedule indicating the colors selected and the location where the various colors shall be applied.

## PART 3 EXECUTION

### 3.01 INSPECTION

- A. Examine the work of others prior to the application of any paint or finishing material. If any surface to be finished cannot be put in proper condition for finishing by customary cleaning, sanding and puttying operations, notify the Contractor immediately in writing.
  
- B. Do not proceed with finishing until surface is acceptable. Application of paint or finish to the surface constitutes acceptance of the surface.

### 3.02 SURFACE PREPARATION

#### A. General

1. Surfaces to be painted shall be clean as well as floors and adjacent surfaces.
2. Mildew, efflorescence, and all foreign material shall be removed from surfaces by appropriate methods.

#### B. Metal

1. Galvanized metal shall be cleaned with a strong solvent (Duosol, Xylol) before applying recommended primer.
2. Ferrous metal shall be washed with mineral spirits to remove oil, grease, and dirt.

### 3.03 PREPARATION OF EXISTING PAINTED SURFACES

#### A. Remove all loose, blistered, scaled or crazed finish to bare base material surface. Where new work joins existing work, prepare existing surfaces extending to the nearest break in the plane. Wash surfaces with T.S.P. and water or other solution as required.

1. Remove all accumulated film of wax, oil, grease, smoke, or other foreign matter.
2. After washing, rinse with potable water and let thoroughly dry.

#### B. On existing high or semi-gloss interior work receiving gloss finishes, wash and rinse as noted above, then wipe with liquid de-glosser or other acceptable preparation material.

#### C. In addition to the above cleaning, provide the following work:

1. Existing Painted Ferrous Metal:
  - a. Sand rough edges of bare areas to featheredge at adjacent sound paint. Remove rust and loose paint to bare metal; solvent wash, then apply prime paint.
  - b. Remove rust and scale by scraping and wirebrushing. Clean all welds and abrade with power tool. Spot prime all areas at once.

### 3.04 APPLICATION

- A. Employ skilled mechanics to ensure the very best workmanship. Materials to be applied by craftsmen experienced in the use of the specific product involved.
- B. Apply paint in accordance with the manufacturer's directions: Use the techniques and applications best suited for the type of material being applied.

- C. Apply all material under adequate illumination. Spread evenly and flow on smoothly without runs or sags.
- D. All coats must be thoroughly dry before applying succeeding coats.

### 3.05 CLEANING AND TOUCH-UP

- A. Upon completion of the work, remove all paint and varnish spots from the floors, glass, and other surfaces. Remove from the premises all rubbish and accumulated material of whatever nature resulting from this work and leave work in clean, orderly, and acceptable condition.
- B. Repair all damages caused by the storage, mixing or misapplication of paint products.
- C. Do final touching up of all decorated surfaces of minor patched gypsum board, around pipe openings, electric fixture openings, and all parts of wood and metal finishing requiring a final touching up.
- D. Do not dispose of paint or solvents by pouring on the ground. Place in designated containers for proper disposal.

### 3.06 INTERIOR PAINTING SCHEDULE

- A. Concrete Block and Exposed Interior Poured-in-Place Concrete Walls
  - 1 coat Block Filler
  - 2 coats Latex Enamel Topcoat
- B. Existing Surfaces
  - Paint the same as new work except delete primer
  - Spot prime where necessary

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