

Project documents for the:

# Wabeno Town Shop January 2021

**ARCHITECT:**

Jeff Musson Architect LLC  
7016 Fire Tower Rd  
Rhineland, Wisconsin 54501  
Phone: (715) 571-923

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**ADVERTISEMENT FOR BIDS**

Wabeno Town Shop  
Corner of Third and Rogers St.  
Wabeno, WI 54566

Bids due & Opening: 4:00 p.m., February 1, 2021

Location: Wabeno Town Hall  
4473 N. Branch St  
Wabeno, WI 54566

Sealed bids for the project designated above will be received for and in behalf of the Town of Wabeno, hereinafter referred to as the Owner, at the location listed above, on or before the above mentioned time and date, at which time they will be publicly opened and read aloud. Work of this contract consists of the design, engineering and construction of a wood framed building that is approximately 96' x 66' x 16' high. Included in the building will a large open area for vehicle storage and repair along with an accessible toilet room, office, and a mechanical room. A storage mezzanine will be provided over these rooms accessible by a wood framed stairway.

A schematic design of the building will be provided, which will establish the building requirements including physical size, materials to be used and basic construction.

Included in the bid will be all material and labor to construct the building plus site work, electrical, plumbing, HVAC work and connection to existing utilities locate within.

Also included in the bid is all engineering required for the foundation, building structure, electrical, plumbing and HVAC systems. A description the minimum requirements of the plumbing, HVAC and electrical systems is included in the bidding documents.

This building will be submitted to the State of Wisconsin Dept. of Safety and Professional Services for approval and the contractor will be responsible to prepare and provide to the Owner all drawings, documents, calculations and fees necessary to receive complete conditional plan approval.

In addition to providing drawings and documentation for state approval, each of the contractor's engineers or designers; structural, HVAC, electrical and plumbing must visit the site to verify completion of the work as designed and approved. A written statement must be provided from

each engineer or designer certifying that such compliance has been met prior to substantial completion of the work.

The work can commence upon receipt of the state plan approval and all work must be completed by September 1 of 2021. All foundation work completed in below freezing weather must be done in compliance with ACI 306.1 and be protected from damage caused by frost or low temperatures.

All contractors must meet minimum qualifications to bid the project. Those qualifications include at least 10 years' experience constructing similar buildings and the completion of a contractor qualification statement, that will be included in the bidding documents.

A 10% bid bond and 100% material and labor payment/performance bond will be required.

Bidding documents will be made available to all area building exchanges and can be downloaded from the office of the architect at no cost.

Digital drawings and specifications will be available on or before January 11, 2021 and can be obtained by contacting the architect at the address shown below. There is no charge for the bidding documents, however all bidders are encouraged to register with the architect prior to bidding.

Submitted on behalf of:

Jim Smith, Chairman

Town of Wabeno

4473 N. Branch St

Wabeno, WI 54566

Jeff Musson, Architect

7016 Fire Tower Rd

Rhineland, WI 54501

(715) 571-9236

[jrmusson@frontier.com](mailto:jrmusson@frontier.com)

## SECTION 00100 – INSTRUCTIONS TO BIDDERS

## PART 1 - INSTRUCTIONS

## 1.1 GENERAL

- A. All Bidders are to carefully review Section 01010 Summary of Work for definitions of work included in the bid.
- B. Before submitting a bid, the bidder shall examine the Bidding Documents, including the Invitation to Bid, Instructions to Bidders, Bid Form and General Conditions, Supplementary General Conditions, General Requirements (Division 1), Technical Specifications and all other documents, all of which are a part of these specifications and contain provisions applicable to the successful bidder. The bidder shall also examine all drawings because the successful bidder will be required to do all work which is shown on the drawings, mentioned in his specifications or reasonably implied as necessary to complete his contract.
- C. The bidder shall visit and examine the site to acquaint himself with the adjacent areas, means of approach to the site, conditions of actual job site, and facilities for delivering, storing, placing and handling of materials, and equipment. Contractors are encouraged to familiarize themselves with the building site and the conditions therein. Questions will be answered verbally and all significant issues not addressed in the contract documents will be sent out via addendum, prior to the bid date.
- D. The bidder shall compare specifications and drawings and shall inform himself of all conditions affecting execution of this work, as well as other work, if any, being performed.
- E. The Contractor, by evidence of submission of his bid, shall have visited the premises of the work and verified site conditions and conditions under which the work of this contract must be conducted. Failure to visit the site or failure to examine any and all contract documents will in no way relieve the successful bidder from necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with the drawings and specifications. No claims for additional compensation will be considered or paid to any Contractor, due to the Contractor's failure to be fully informed and conversant with said conditions. Also neglect of the above requirements will not be accepted as reason for delay in the work.
- F. Each Contractor, by evidence of submission of his bid, who bids their portion of the Work from services provided by local Builder's Exchanges will in no way relieve the successful bidder from necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with the drawings and specifications.

## 1.2 ADDENDA

- A. Addenda issued during the time of bidding shall be acknowledged on the Bid Form, and in closing the contract they will become a part thereof.

## 1.3 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- A. No oral explanation in regard to the meaning of the drawings and specifications will be made and no oral instructions will be given before the award of the contract. The bidder shall bring inadequacies and omissions

or conflicts to the Architect's attention at least ten (10) days before the due date for bids. Prompt clarification will be supplied to the bidders by Addendum.

- B. Failure to so request clarification or interpretation of contract documents will not relieve the Contractor of responsibility. Signing of the contract will be considered as implicitly denoting that the Contractor has thorough comprehension and scope of the contract documents.
- C. Neither the Owner nor the Architect will be responsible for oral instructions.
- D. If the drawings and specifications disagree in themselves or with each other, the Contractor shall estimate on and furnish the greater quantity or better quality unless otherwise instructed in writing by the A/E.

#### 1.4 QUALIFICATIONS OF BIDDERS

- A. To demonstrate qualification for performing the work of the Contract, Bidders may be requested to submit written evidence of previous similar construction experience. All contractors will be required to be licensed to perform work in the State of Wisconsin.

#### 1.5 BIDDING PROCEDURES

- A. All bids must be prepared on the form provided by the Architect and submitted in accordance with the Instructions to Bidders. REMOVE FORM FROM SPECIFICATION BOOK OR MAKE AN EXACT COPY. Submit only one (1) Bid Form. Bid shall be completed in accordance with the requirements stated in this section. Place bid in an opaque envelope and seal. Mark the exterior of the envelope as follows:

CONTRACTOR'S BID

(Give Project Name)

(State portion of the work bid upon)

(Contractor's Name and Address)

- B. Do not submit entire specification.
- C. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid, or prior to any extension thereof issued to the bidders.
- D. No responsibility shall attach to the Architect, Owner or the authorized representatives of either one, for the premature opening of any bid, which is not properly addressed and identified.
- E. Prior to the receipt of bids, Addenda will be mailed or delivered to each person or firm recorded by the Architect as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose. Addenda issued after receipt of bids will be mailed or delivered only to the selected bidder.

#### 1.6 BIDS

- A. Bidders are required to submit Bids on the Bid form that is included in the specification.
- B. Single lump sum base bid will be received as indicated in the Advertisement for Bids.
- C. Any amendments to the Bid Form or appended thereto and any inclusion of any correspondence, written or printed matter, or details of any nature other than that specifically called for may disqualify bid. No telegraphic alterations to the bid will be accepted. No phone bids will be accepted.
- D. Conditional bids will not be accepted.

**Note: See section 00501 for additional documents that must be filled out when submitting the bid:**

**R2 - AD-1048 (Debarment Cert)**

**R3 - 0400-06(Compliance Statement)**

**R4 - RUS Instruction 1940-Q(Cert on Lobbying)**

1.7 TAXES

- A. THE CONTRACTOR SHALL NOT INCLUDE ANY MATERIAL SALES TAX IN THE BID.  
THE OWNER IS TAX EXEMPT

1.8 CONDITIONS OF WORK

- A. Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.
- B. Each contractor and subcontractor shall acquaint himself with the location of underground service, utilities, structures, etc., which may be encountered or be affected by his work, and shall be responsible for any damage caused by neglect to provide proper precautions or protection.
- C. Applicable information pertaining to preliminary investigations, such as location of utilities, existing structures and existing grades appear on the drawings. While such data has been collected with reasonable care, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing or that unfound conditions may not exist. The Bidder must interpret this information and shall make further investigation in order to be satisfied with materials to be excavated and materials upon which fill or other work may be placed. Where underground services utilities, structures, etc., are located on the drawings or given at the site, they are based on available records, but are not guaranteed to be complete or correct. They are merely given to assist each bidder in determining location.

1.9 SUBSTITUTIONS

- A. Each bidder represents that his bid is based upon the materials and equipment described in the bidding document.
- B. No substitution will be considered unless written request has been submitted to the Architect for approval at least ten (10) days prior to the date for receipt of bids. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.
- C. If the Architect approves any proposed substitution, such approval will be set forth in Addendum.
- D. Approval by the Architect of a manufacturer for specified items shall not be deemed as approval of all products or models that the manufacturer can furnish but only the single product, which most closely duplicates the item, originally specified.
- E. The responsibility for all revisions to the work required by the substitution shall be borne solely by the Contractor who requested the substitution. They shall include, but is not limited to, the following:
  - 1. Additional work by other Contractors.
  - 2. Changes to the building structure or room sizes.
  - 3. Additional associated devices, connections, wiring, etc.
  - 4. Properly notifying other contractors as to the effect of such substitutions of their contract.
  - 5. Impact of change on project schedule.

1.11 PRODUCT OR MATERIAL AVAILABILITY

- A. Prior to the submittal of bids, each bidder shall review preliminary schedule and verify that all specified items, products, materials, etc., will be available for timely inclusion in the work. Should any item not be

available, contact the Architect. Should extra costs result from delays caused by failure to check availability of specified items, such costs shall be borne by the Contractor.

1.12 POWER OF ATTORNEY

- A. Attorney-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

1.13 WITHDRAWAL OF BIDS

- A. Bids may be withdrawn by written or telegraphic request received from bidder prior to the time fixed for opening of bids. Withdrawn bids will be returned unopened. Negligence on the part of the bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened.
- B. No bid may be withdrawn for a period of thirty (30) days after the day set for the opening thereof, without permission from the Owner.

1.14 CONTRACT

- A. A copy of the contract, which the successful bidder will be required to enter into, will be the American Institute of Architect's Document A105. Copies of this document are on file in the Architect's office and may be examined by any interested party.

1.15 METHOD OF AWARD

- A. The Owner reserves the right to award the contracts for this work on the basis of the lowest qualified bidder for Base Bid No. 1. If the low bid for Base Bid No. 1 is not acceptable, the Owner may consider accepting an alternate building bid. Since the construction methods and materials for alternate bids is not known, an alternate bid may be selected, that in the opinion of the Owner, is in the best interest of the Town. This bid may or may not be the lowest bid submitted. Also see item B below regarding Owner Reservations.

- 1. The lowest bid may be determined based in conjunction with all or any combination of accepted alternate bids requested on the bid form.

- B. Reservations: The Owner reserves the right to reject all bids or any bid, or to waive any irregularities in any bid, or to accept any bid, which will best serve their interests. The Owner also reserves the right to reject any unit prices for additions to, or deductions from the scheduled amount of work as given in the bid if they are considered excessive or unreasonable, or to accept any or all of such unit prices that may be considered fair and reasonable. The Owner also maintains the right to accept, at any time during the project, any alternate work as specified in the construction documents.

1.16 LAWS AND REGULATIONS

- A. The bidder's attention is directed to the fact that all applicable State laws and the rules and regulations of all authorities have jurisdiction over construction of the project, which relates to the performance of the work, the protection of adjacent property and the maintenance of protective facilities, shall apply to the contract

throughout and they will be deemed to be included in the contract the same as though herein written out in full.

1.17 MINIMUM WAGE REQUIREMENTS

- A. Contractors and subcontractors employed upon work shall be required to conform to labor laws of the State of Wisconsin, Section §66.293(3) and various acts amendatory and supplementary thereto and to other laws, ordinances, and legal requirements applicable thereto.
- B. THERE ARE NO PREVAILING WAGE RATES FOR THIS PROJECT

1.18 SUBMISSION OF POST-BID INFORMATION

- A. Upon request by the Architect, the selected bidder shall within two (2) days thereafter submit the following:
  - 1. A designation of the work to be performed by the bidder with his own forces.
  - 2. A list of names of the subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the work.
  - 3. Unit prices, when requested on the Bid Form, shall be given, and shall be utilized in conjunction with additions or deductions to the work of this contract. Unit prices submitted shall include all costs of materials, labor, insurance, bonds and taxes.

END OF SECTION 00100

**SECTION 00125– OWNERS INSURANCE & BONDING REQUIREMENTS**

The contractor and sub-contractors are required to carry the below insurance limits. Prior to commencement of work, a certificate of insurance must be provided, listing the Owner as the Certificate Holder.

**BID BOND & PERFORMANCE BOND**

A. A 10% bid bond and a 100% material and labor/performance bond is required.

**INSURANCE REQUIREMENTS**

- 1) Company must be A rated or higher
- 2) Certificate must be provided on Acord 25-S
- 3) The limits of liability for the insurance required by Article 11 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by laws and other regulations.
  - a) Workers Compensation and related coverages:
    - i) State: Statutory
    - ii) Applicable Federal Statutory
    - iii) Employer’s Liability
      - (1) Bodily Injury by Accident \$100/100/500
- 4) Contractor’s General Liability shall include completed operations, product liability, contractual liability, and faulty workmanship coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. In addition, this will be subject to a per-project aggregate.
  - a) General aggregate \$2,000,000
  - b) Products-Completed Operations Aggregate \$2,000,000
  - c) Personal and Advertising Injury \$2,000,000
  - d) Each Occurrence (Bodily Injury and Property Damage) \$2,000,000
  - e) Each Occurrence (Bodily Injury and Property Damage) \$2,000,000
  - f) Property Damage Liability insurance will provide Explosion, Collapse, and Underground coverages where applicable
- 5) Excess or Umbrella Liability
  - i) General Aggregate \$1,000,000
  - ii) Each Occurrence \$1,000,000
- 6) Automobile Liability
  - a) Bodily Injury:
    - i) Each person \$2,000,000
    - ii) Each Accident \$2,000,000
  - b) Property Damage:
    - i) Each Accident \$2,000,000
  - c) Combined Single Limit of: \$2,000,000
- 7) The Contractual Liability coverage required by the General Conditions shall provide coverage for not less than the following amounts:
  - a) Bodily Injury:
    - i) Each Accident \$2,000,000
    - ii) Annual Aggregate \$2,000,000
  - b) Property Damage:
    - i) Each Accident \$2,000,000
    - ii) Annual \$2,000,000
    - Aggregate \$2,000,000

End of Section 00125

SECTION 00210 – PRELIMINARY SCHEDULE

PART 1 - GENERAL

1.1 COMMENCEMENT AND COMPLETION

A. Work shall commence within (10) days after receipt of “Notice to Proceed” or as follows:

1. Commencement - February 3, 2021
2. Substantial Completion – September 1, 2021

1.2 PROJECT SCHEDULE

- A. All dates above are preliminary and contingent upon the General Contractor’s progress schedule, which will be developed with, input from sub-contractors’ and suppliers’ delivery dates.
- B. The General Contractor may be required to work nights, weekends and holidays if the completion date appears to extend beyond the above date, at no additional charges to the Owner.

END OF SECTION 00210

SECTION 00300 – BID FORM

BIDS DUE: February 1, 2021  
4:00 p.m.

LOCATION: Wabeno Town Hall  
4473 N. Branch St  
Wabeno, WI 54566

IN CARE OF: Jim Smith, Town Chairman

\_\_\_\_\_  
Name of Bidder ( )  
Telephone Number

\_\_\_\_\_  
Address ( )  
Fax Number

\_\_\_\_\_  
City, State, Zip Code

After careful examination of the contents of this bid, the Instruction to Bidders, the General Conditions, the Supplementary Conditions, General Requirements, Drawings and Specifications, entitled in part "Wabeno Town Shop", as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor and/or material required for the full completion of the construction of this Work in accordance with said documents, and all conditions and notices attached thereto or therein contained, and subject to the further conditions herein contained.

The following lump sum base bid for the Work to be received as follows:

**1. BASE BID NO 1 – WOOD FRAMED BUILDING AS DESCRIBED IN THE BIDDING DOCUMENTS**

I hereby propose to furnish design, engineering labor and/or material for the construction work for this project, "Wabeno Town Shop", according to all drawings and documents for the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**2. VOLUNTARY ALTERNATE BID NO 1 – GAS FIRED IN-SLAB HYDRONIC HEATING SYSTEM**

I hereby propose to provide the design, engineering, labor, and material for a high efficiency gas-fired, direct vent hydronic in-floor heating system in lieu of the ceiling hung Modine heaters included in the base bid 1.0. This alternate will also require the addition of R15 below slab rigid insulation with vapor barrier to meet current energy code requirements. All the above will be provided for the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

The undersigned further agrees, if awarded the contract, to commence work within ten (10) working days from receipt of a written "Notice to Proceed" from the Owner. Commencement does not require physical presence on the site, but assumes that the process of construction has started.

The undersigned further agrees that all time limits stated in the contract documents are of the essence of the contract. If, during the course of construction, this contractor fails to meet working schedule or schedules or causes other contractors or trades to fall behind schedule as a result of his delay, this contractor hereby agrees to work Saturdays, Sundays, and holidays as and when directed by the Architect, in order to complete their work within specified time limits, without additional compensation from the Owner.

Note that all bids are not to include any sales tax, as the Owner is tax exempt.

The undersigned submits this bid with the express understanding that the same cannot be canceled or withdrawn for a period of, as follows:

No Bid proposal may be withdrawn for a period of 30 days after the bid opening without consent from Owner

We acknowledge receipt of Addenda \_\_\_\_ thru \_\_\_\_ inclusive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Signature of Bidder

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Printed Name of Bidder Title

---

Company Name (a corporation) (a partnership) (an individual)

---

Shipping Address City State Zip Code

---

P.O. Box Address City State Zip Code

END OF SECTION 00300

DOCUMENT 00301 ADDITIONAL BID SUBMITTAL DOCUMENTS

The following documents must be submitted with the bid form and are found in the pages that follow:

R2 - AD-1048 (Debarment Cert)

R3 - 0400-06(Compliance Statement)

R4 - RUS Instruction 1940-Q(Cert on Lobbying)

**U.S. DEPARTMENT OF AGRICULTURE**

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**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

PR/Award Number or Project Name

---

Name(s) and Title(s) of Authorized Representative(s)

---

Signature(s)

Date

## **Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7\* A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**COMPLIANCE STATEMENT**

This statement relates to a proposed contract with \_\_\_\_\_

\_\_\_\_\_,  
*(Name of borrower or grantee)*

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

- 1. I  have,  have not, participated in a previous contract or subcontract subject to Executive 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
- 2. If I have participated in such a contract or subcontract, I  have,  have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

- 3. I  have,  have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
- 4. If I have participated in such a contract or subcontract, I  have,  have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Bidder or Prospective Contractor)*

\_\_\_\_\_  
*Address (including Zip Code)*

RUS Instruction 1940-Q 1/7/98

Exhibit A-1

## **CONTRACTOR AND SUBCONTRACTOR**

### **CERTIFICATION ON LOBBYING\***

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.\*\*

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including contracts, subcontractors, and sub-grants under grants and loans) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

(name)

(date)

by: \_\_\_\_\_

---

(title)

**\*THE ABOVE CERTIFICATION MUST BE COMPLETED AND SUBMITTED BY BIDDER WITH BID PROPOSAL. AFTER A CONTRACT IS AWARDED, PRIME CONTRACTORS SHALL OBTAIN THIS SAME CERTIFICATION FROM SUBCONTRACTORS PRIOR TO ENTERING INTO SUBCONTRACT AND FURNISH OWNER AND RURAL DEVELOPMENT WITH A COPY OF SAME. RURAL DEVELOPMENT MUST REVIEW AND CONCUR IN THIS FORM FROM SUBCONTRACTOR(S) BEFORE THE SUBCONTRACTED WORK CAN BE PAID FOR USING RURAL DEVELOPMENT FUNDS.**

**\*\*IF CONTRACTOR OR SUBCONTRACTOR IS REQUIRED TO COMPLETE STANDARD FORM - LLL - DISCLOSURE OF LOBBYING ACTIVITIES, THE OWNER SHOULD BE CONTACTED FOR ASSISTANCE IN OBTAINING THIS FORM. AWARD OF CONTRACT OR CONCURRENCE IN SUBCONTRACT BY OWNER IS CONTINGENT ON REVIEW OF INFORMATION IN THIS FORM.**

DOCUMENT 00500 AGREEMENT FORM

PART 1-GENERAL

1.01 AGREEMENT

- A. The agreement that will be used is the AIA Document A105 Standard Form of Agreement Between Owner and Contractor. The basis of payment is a stipulated sum. All provisions of this Agreement remain in full force and effect unless amended or supplemented.
  
- C. The following amendment has been added to the above Agreement:  
  
RD Amend to A105-2017 Owner-Contractor Agreement
  
- D. The Standard Form of Agreement and the Amendment are shown on the pages that follow.



**AIA**<sup>®</sup>

# Document A105<sup>™</sup> – 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)

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

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

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

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

The Owner and Contractor agree as follows.

Init.

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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:

Number

Date

Pages

.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:

## 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.)*

### § 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:

## 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.)

§ 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.)

%

#### 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:

§ 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.

§ 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.)*

## **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, 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.

## **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.)*

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)*

\_\_\_\_\_  
*(Printed name and title)*

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

\_\_\_\_\_  
*(Printed name and title)*

LICENSE NO.:  
JURISDICTION:

ATTACHMENT TO AIA DOCUMENT A105-2017, *Standard Short Form of Agreement  
Between Owner and Contractor*

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Standard Short Form of Agreement Between Owner and Contractor*," AIA Document A105-2017 Edition. The provisions contained in this attachment shall supersede any conflicting provisions of the AIA Document.

ARTICLE 2, DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Add the following:

2.2 The date of commencement shall be contained in the Notice to Proceed.

Replace paragraph 2.3.3 with the following:

If the work is not substantially complete on or before this date, or within this period of time, or extension thereof granted by the Owner, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to fix the actual damage which the Owner will sustain in the event of and by reason of such delays. The Contractor shall pay to the Owner liquidated damages in the sum of \$ \_\_\_\_\_ for each calendar day of delay. Any sums that may be due the Owner as liquidated damages may be deducted from any monies due or to become due the Contractor under the Contract or may be collected from the Contractor's surety.

ARTICLE 4, PAYMENTS

Insert "ten" and "10" in the appropriate spaces in subparagraph 4.1.

(00-00-00) PN 000

ARTICLE 15, MISCELLANEOUS PROVISIONS

Add the following subparagraph to ARTICLE 15:

15.4 This Agreement shall not become effective until concurred in writing by the Agency. Such concurrence shall be evidenced by the signature of a duly authorized representative of the Agency in the space provided at the end of this Attachment to the Agreement. The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment thereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with Agency requirements.

15.5 ENUMERATION OF CONTRACT DOCUMENTS - The following Documents should be referenced, if applicable:

Subparagraph 15.5.1:

Attachment to the *Standard Short Form of Agreement Between Owner and Contractor*, Guide 27, Attachment 3 (this Attachment)  
*General Conditions of the Contract for Construction*, AIA A201-2017  
Attachment to the *General Conditions of the Contract for Construction* (RD Instruction 1942-A, Guide 27, Attachment 4)  
Special Conditions

Subparagraph 15.5.2:

Compliance Statement (Form RD 400-6)  
Payment Bond  
Performance Bond  
Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion - Lower Tier  
Covered Transactions (Form AD 1048)  
Disclosure of Lobbying Activities (SF-LLL)  
Certification for Contracts, Grants and Loans (RD  
Instruction 1940-Q, Exhibit A-1)

Delete the signature block on page 11 of this Agreement, and substitute  
the block on the following page:

(00-00-00) PN 000

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below:

	OWNER:
ATTEST: _____	By _____
Type Name _____	Type Name _____
Title _____	Title _____
Date _____	Date _____

	CONTRACTOR:
ATTEST: _____	By _____
Type Name _____	Type Name _____
Title _____	Title _____
Date _____	Date _____

AGENCY CONCURRENCE:

By \_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment hereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with Agency requirements.

**SECTION 00600 – CONTRACTOR QUALIFICATION STATEMENT**

**PART 1 GENERAL**

The Contractor may be required to complete the attached statement to determine qualifications to bid or complete the construction of the project. All contractors required to complete the statement will be notified.

**PART 2 – NOT USED**

**PART 3 NOT USED**

End of Section



AIA Document A305

# Contractor's Qualification Statement

## 1986 EDITION

*This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.*

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

\_\_\_\_\_ General Construction

\_\_\_\_\_ Plumbing

\_\_\_\_\_ Other \_\_\_\_\_

(please specify)

\_\_\_\_\_ HVAC

\_\_\_\_\_ Electrical

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## 1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?
- 1.2 How many years has your organization been in business under its present business name?

- 1.2.1 Under what other or former names has your organization operated?

- 1.3 If your organization is a corporation, answer the following:

- 1.3.1 Date of incorporation:
  - 1.3.2 State of incorporation:
  - 1.3.3 President's name:
  - 1.3.4 Vice-president's name(s):

- 1.3.5 Secretary's name:
  - 1.3.6 Treasurer's name:

- 1.4 If your organization is a partnership, answer the following:

- 1.4.1 Date of organization:
  - 1.4.2 Type of partnership (if applicable):
  - 1.4.3 Name(s) of general partner(s):

- 1.5 If your organization is individually owned, answer the following:

- 1.5.1 Date of organization:
  - 1.5.2 Name of owner:

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## 2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

## 3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.
- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
- 3.2.1 Has your organization ever failed to complete any work awarded to it?
- 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
- 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?
- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.
- 3.4.1 State total worth of work in progress and under contract:
- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
- 3.5.1 State average annual amount of construction work performed during the past five years:
- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

#### 4. REFERENCES

4.1 Trade References:

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

## 5. FINANCING

### 5.1 Financial Statement.

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subiliary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

**6. SIGNATURE**

6.1 Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Name of Organization:

By:

Title:

6.2

M \_\_\_\_\_ being  
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be  
misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public:

My Commission Expires:



**CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.**

**SECTION 00650 – ACORD CERTIFICATE OF INSURANCE**

**PART 1 GENERAL**

The Contractor shall provide a certificate of insurance using the Acord 25-S or an equivalent as provided by the Surety. The levels of coverage are detailed in Section 00125 - Owners Insurance Requirements.

**PART 2 – NOT USED**

**PART 3 NOT USED**

End of Section



**SECTION 01010 - SUMMARY OF WORK****PART 1 - GENERAL****SUMMARY OF WORK**

The following explains the extent of the work that is to be completed for the project. All bidding contractors are required to review this document to understand the scope of the work and the responsibilities under the contract.

**RELATED DOCUMENTS**

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

**WORK COVERED BY CONTRACT DOCUMENTS**

Sealed bids for the project designated above will be received for and in behalf of the Town of Wabeno, hereinafter referred to as the Owner, at the location listed above, on or before the above mentioned time and date, at which time they will be publicly opened and read aloud.

Work of this contract consists of constructing a wood framed building that is approximately 96' x 66' x 16' high. Included in the building will be a large open area for vehicle storage and repair along with an accessible toilet room, office and a mechanical room. A storage mezzanine will be provided over these rooms accessible by a wood framed stairway.

A schematic design of the building will be provided, which will establish the building requirements including physical size, materials to be used and basic construction.

Included in the bid will be all material and labor to construct the building plus site work, electrical, plumbing, HVAC work and connection to existing utilities.

Also included in the bid is all engineering required for the foundation, building structure, electrical, plumbing and HVAC systems. A description of the minimum requirements of the plumbing, HVAC and electrical systems is included in the bidding documents.

This building will be submitted to the State of Wisconsin Dept. of Safety and Professional Services for approval and the contractor will be responsible to prepare and provide to the Owner all drawings, documents, calculations and fees necessary to receive complete conditional plan approval.

In addition to providing drawings and documentation for state approval, each of the contractor's engineers or designers; structural, HVAC, electrical and plumbing must visit the site to

verify completion of the work as designed and approved. A written statement must be provided from each engineer or designer certifying that such compliance has been met prior to substantial completion of the work.

The work can commence upon receipt of the state plan approval and all work must be completed by September 1 of 2021. All foundation work completed in below freezing weather must be done in compliance with ACI 306.1 and be protected from damage caused by frost or low temperatures.

All contractors must meet minimum qualifications to bid the project. Those qualifications include at least 10 years' experience constructing similar buildings and may require the completion of a contractor qualification statement, that will be included in the bidding documents. Bidders who will be required to complete the contractor qualification will be notified prior to the bid date.

A 10% bid bond and 100% material and labor payment/performance bond will be required. Bidding documents will be made available to all area building exchanges and can be downloaded from the office of the architect at no cost.

Digital drawings and specifications will be available on January 11, 2020 and can be obtained by contacting the architect at the address shown below. There is no charge for the bidding documents, however all bidders are encouraged to register with the architect prior to bidding.

**A. PROJECT LOCATION:**

Corner of Third and Rogers St.  
Wabeno, WI 54566

**B. Bidding Documents, dated October 2020 were prepared for the Project by Jeff R. Musson Architect LLC. Rhinelander Wisconsin.**

The Work will be constructed under one bid: General Contractor.

**C. COMMENCEMENT AND COMPLETION**

Work shall commence within ten (10) days after receipt of "Notice to Proceed" or as follows:

1. Commencement – February 3, 2021  
Completion – September 1, 2021

## PART 2 - EXECUTION

## A. CLEANING

General Contractor shall provide all labor, material, equipment, and service necessary to complete cleaning of their work and removal of their debris, including boxes, cartons, packaging, etc. Cleaning shall be done on a regular basis and as instructed by the Owner or Architect.

Safety Cleaning: General Contractor is responsible for safety cleaning which includes, but is not limited to the following:

1. Keep work areas, passageways and ramps free of debris and scrap.
2. Form and scrap lumber shall have nails withdrawn or bent over and lumber shall be stacked or removed.
3. Remove spills of oil, grease, or other liquids immediately or sprinkle with sand.

Final Cleaning: General Contractor shall employ a Professional Cleaner to perform all required cleaning of the building and construction site prior to occupancy.

## B. DISPOSAL

General Contractor shall provide mobile industrial-type waste containers in the number and size required, placed at adequate locations to handle debris for his Work, or provide other methods of disposing of debris. Debris should be removed from the site upon accumulation on a regular basis.

No burning of rubbish or debris will be allowed at site.

No rubbish shall be thrown through openings or from heights without proper protection. Where dust will be generated or flying debris is likely to occur, provide dust-tight chutes.

## C. SCOPE OF WORK

All work as specified in these documents to be the responsibility of the General Contractor.

END OF SECTION 01010

## SECTION 01027 - APPLICATIONS FOR PAYMENT

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing each contractor's Applications for Payment.
  - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, List of Subcontracts and Suppliers.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
  - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 1 Section "Submittals."

## 1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's Construction Schedule.
    - b. Application for Payment forms, including Continuation Sheets.
    - c. List of subcontractors.
    - d. List of principal suppliers and fabricators.
  - 2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
  - 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports.

## 1.4 RETAINAGE

- A. Retainage: To insure proper performance and completion of the work under this contract, the Owner will retain ten percent (10%) of the amount of each application for payment.

## 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect; and paid for by the Owner.
  - 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: Each progress-payment date is indicated in the Contract Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Contract Agreement.

- C. Payment-Application Forms: Use forms provided by the Architect for Applications for Payment.
- D. Application Preparation: Complete every entry on the form.
- E. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule.
- F. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours. All copies shall be complete, including waivers of lien and similar attachments, when required, Insert instructions for preparation and submittal of waivers or releases here if not stated in Supplementary Conditions.
- G. Waivers of Mechanics Lien: With the final Application for Payment, submit waivers of mechanics lien from every entity who is lawfully entitled to file a mechanics lien arising out of the Contract and related to the Work covered by the payment.
- H. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
  - 1. List of subcontractors.
  - 2. List of principal suppliers and fabricators.
  - 3. Schedule of Values.
  - 4. Contractor's Construction Schedule (preliminary if not final).
  - 5. Schedule of principal products.
  - 6. Schedule of unit prices.
  - 7. Submittal Schedule (preliminary if not final).
  - 8. Copies of building permits. (if required)
  - 9. Certificates of insurance and insurance policies.
  - 10. Performance and payment bonds.
  - 11. Data needed to acquire the Owner's insurance.
- I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment may include the following:
  - 1. Completion of Project closeout requirements.
  - 2. Completion of items specified for completion after Substantial Completion.
  - 3. Ensure that unsettled claims will be settled.
  - 4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
  - 5. Transmittal of required Project construction records to the Owner.
  - 6. Proof that taxes, fees, and similar obligations were paid.
  - 7. Removal of temporary facilities and services.
  - 8. Removal of surplus materials, rubbish, and similar elements.
  - 9. Change of door locks to Owner's access.
  - 10. Verification that Owner Purchase Orders are closed out.
  - 11. Asbestos Compliance form completed.
  - 12. Completion statement for Owner in-service Training.
- J. In addition to other required items, the final Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable Wisconsin statutes:
  - 1. A current Sworn Statement from the Contractor setting forth all subcontractors and material supplier with whom the Contractor has subcontracted, the amount of such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material supplier's liens from the Contractor establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment.

2. To the extent not covered by surety agreements provided to the Owner by the Contractors, commencing with the second (2<sup>nd</sup>) Application for Payment submitted by the Contractor, duly executed so-called “after the fact” waivers of mechanics’ and materialmen’s liens from all subcontractors, materialmen and, when appropriate, from lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn statements from all subcontractors, covering all amounts described in this Paragraph.
3. Such other information, documentation and materials as the Owner, the Architect or title insurer may require.

END OF SECTION 01027

## SECTION 01040 – COORDINATION &amp; PROCEDURES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

1. General project coordination procedures.
2. Conservation.
3. Coordination Drawings.
4. Administrative and supervisory personnel.
5. Cleaning and protection.

- B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Submittals" for preparing and submitting the Contractor's Construction Schedule.
2. Division 1 Section "Contract Closeout" for coordinating contract closeout.

## 1.3 COORDINATION

- A. The General Contractor shall coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
3. Make provisions to accommodate items scheduled for later installation.

- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project closeout activities.

- D. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

#### 1.4 SUBMITTALS

- A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
  1. Show the relationship of components shown on separate Shop Drawings.
  2. Indicate required installation sequences.
  3. Comply with requirements contained in Section "Submittals."
- B. Staff Names: Within 15 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.

#### 1.5 MARKED-UP DRAWINGS

- A. General Contractor shall keep on a separate set of drawings, current records of all changes and deviations from the contract documents that may take place during construction. At the completion of the project, this set or sets of drawings shall be turned over to the Architect prior to receipt of final payment.

#### 1.6 PRECONSTRUCTION CONFERENCE

- A. The General Contractor shall schedule a pre-construction conference before the start of construction at the project site.
- B. Attendees: Representatives of the Owner, Architect, and their consultants; the Contractor, major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress, including the following:
  1. Tentative construction schedule.
  2. Critical work sequencing.
  3. Administration of contracts, insurance requirements and purchase orders.
  4. Procedures for processing Applications for Payment.
  5. Office, work, and storage areas.
  6. Owner occupancy of existing facilities.
  7. Safety procedures.
  8. Security.
  9. Working hours.

#### 1.7 PROGRESS MEETINGS

- A. The General Contractor shall schedule and manage progress meetings held as needed at the Project Site.
- B. The General Contractor will prepare and distribute minutes of the meeting to the Owner, Architect and to each party present and to parties who should have been present. Included will be a brief summary, in narrative form, of progress since the previous meeting and report.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

**3.1 GENERAL COORDINATION PROVISIONS**

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

**3.2 PROJECT AND SITE CONDITIONS - DIMENSIONS AND MEASUREMENTS**

- A. Each Contractor and/or Sub-contractor, before commencing work, shall examine all spaces, surfaces and areas indicated on drawings to receive his work. Report necessary corrections in writing immediately to the Architect. Do not proceed until corrections, if any have been made. Commencing work verifies this Contractor's acceptance of said spaces, surfaces, areas and of job conditions.
- B. Verify all drawings and obtain all measurements required for proper execution of work.

**3.3 LAYING OUT THE WORK**

- A. The General Contractor shall be responsible to lay out all buildings and fences and shall employ a registered surveyor to verify locations of each. IN addition, each contractor shall be responsible for grades, lines, levels and benchmarks required for their work.
- B. Each Contractor shall make provision to preserve property line stakes, benchmarks or datum points. If any are lost, displaced, or disturbed through neglect of the Contractor, his agents or employees, he shall pay the cost of restoration.
- C. Each Contractor, as it applies to his contract, shall verify grades, lines, levels, locations, dimensions as shown on drawings and report any errors or inconsistencies to the Architect before commencing work. Starting of work by the Contractor shall imply his acceptance.
- D. At the direction of the Architect, the General Contractor shall verify through field measurements actual top of slab elevations of the completed portion of this work as each piece of work is done. The locations of the measurements shall be determined by the Architect.

**3.4 CONSTRUCTION COORDINATION**

- A. Contractors shall place sleeves and inserts correctly for pipes, conduits and similar items in forms, walls, partitions, and floors. All items shall be placed in ample time, so as not to delay operations. Do not place sleeves so they pass vertically through beams, girders, and similar construction, unless locations are approved by the Architect.
- B. The General Contractor shall see that sleeves and inserts are kept in their proper positions and not displaced by the placing of concrete or other construction work.
- C. Contractor shall do all fitting of his own work as required to make its several components fit together or to receive the work of other contractors. Holes cut in exterior walls or roofs for installation of mechanical equipment shall be waterproofed.

**3.5 DISPOSAL**

- A. The General Contractor shall provide mobile industrial-type waste containers in the number and size required, placed at adequate locations to handle debris for all Contractors, or provide other methods of disposing of debris. Debris should be removed from the site upon accumulation on a regular basis.
- B. No burning of rubbish or debris will be allowed at site.

- C. No rubbish shall be thrown through openings or from heights without proper protection. Where dust will be generated or flying debris is likely to occur, provide dust-tight chutes.
- D. Sale of salvaged items, debris, extra materials, etc. is prohibited on the Owner's property.

**3.6 CLEANING AND PROTECTION**

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. Progress Cleaning: The General Contractor shall remove rubbish and debris from the work area promptly upon its accumulation. The General Contractor shall have regular Friday general cleanups and place in waste containers provided by the General Contractor.
  - 1. Combustible waste shall be stored in fire resistive containers and disposed of regularly.
  - 2. Oil, flammable or hazardous wastes such as caustics, acids, harmful dusts, etc., shall be stored in appropriately covered containers.
  - 3. General Contractor shall vacuum clean floors prior to painting, wall covering, resilient floor lying of similar interior finishing work. Thereafter, General Contractor shall clean area at intervals necessary to keep the finished areas dust free.
  - 4. General Contractor shall provide a separate "Cardboard Only" container.
  - 5. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION 01040

## SECTION 01300 - SUBMITTALS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
  - 1. Contractor's construction schedule.
  - 2. Submittal schedule.
  - 3. Shop Drawings.
  - 4. Product Data.
  - 5. Samples.
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
  - 1. Permits.
  - 2. Applications for Payment.
  - 3. Insurance certificates.
  - 4. List of subcontractors.
  - 5. List of Suppliers and/or Vendors.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Application for Payment" for requirements on submittal of Schedule of Values.
  - 2. Division 1 Section "Coordination and Procedures" for requirements on installing Contractor's review of submittals from suppliers.
  - 3. Division 1 Section "Coordination and Procedures" for requirements governing preparation and submittal of required Coordination Drawings.

## 1.3 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
- B. Samples are full-size physical examples displayed on-site to illustrate finishes, coatings, or finish materials. Samples are used to establish the standard by which the work will be judged.

## 1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

- C. Submittal Preparation: Whenever possible, submittals may be sent via email to the architect. When sent by mail or other, place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
- a. Project name.
  - b. Date.
  - c. Name and address of the Architect.
  - d. Name and address of the Contractor.
  - e. Name and address of the subcontractor
  - f. Name and address of the supplier.
  - g. Name of the manufacturer.
  - h. Drawing number and detail references, as appropriate.
2. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will not accept submittals received from sources other than the Contractor.
1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements

#### 1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: General Contractor shall prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule for various tasks within their scope of work. Submit within 15 days after the date established for "Commencement of the Work."

#### 1.6 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

#### 1.7 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

#### 1.8 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
1. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

END OF SECTION 01300

## SECTION 01400 - QUALITY CONTROL

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality-control services.
- B. The Contractor is responsible to order and observe any and all testing and quality control services that are needed to verify suitable conditions of surface substrates to properly support foundations and concrete slabs.
- C. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Architect.
- D. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
- E. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements may also cover production of standard products.
  - 2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- F. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Submittals" specifies requirements for schedule of required tests and inspections.

## 1.3 RESPONSIBILITIES

- A. **Contractor Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, The Contractor shall pay for and provide inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction. The Contractor is responsible to coordinate all services with the Architect.**
  - 1. The Contractor may elect to have an independent testing agency conduct concrete slump and air-entrainment tests.
  - 2. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services are included in the Contract Sum.
  - 3. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Owner's responsibility, the Owner will employ and pay a qualified independent testing agency to perform those services.
- B. Retesting: The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.

1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.
- C. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
1. Provide access to the Work.
  2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
  3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
  4. Provide facilities for storage and curing of test samples.
  5. Deliver samples to testing laboratories.
  6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
  7. Provide security and protection of samples and test equipment at the Project Site.
- D. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Architect and the Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Architect and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
  3. The agency shall not perform any duties of the Contractor.
- E. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

#### 1.4 SUBMITTALS

- A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Architect. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test, or similar service through the Contractor.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
  2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
    - a. Date of issue.
    - b. Project title and number.
    - c. Name, address, and telephone number of testing agency.
    - d. Dates and locations of samples and tests or inspections.
    - e. Names of individuals making the inspection or test.
    - f. Designation of the Work and test method.
    - g. Identification of product and Specification Section.
    - h. Complete inspection or test data.
    - i. Test results and an interpretation of test results.
    - j. Ambient conditions at the time of sample taking and testing.

- k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
- l. Name and signature of laboratory inspector.
- m. Recommendations on retesting.

1.5 QUALITY ASSURANCE

- A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.
  - 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.
- C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION 01400

## SECTION 01421 - REFERENCE STANDARDS AND DEFINITIONS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 DEFINITIONS

- A. General: Basic contract definitions are included in the Conditions of the Contract.
- B. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. "Approved": The term "approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
  - 1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
  - 2. Trades: Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
  - 3. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.

- a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.
- J. Manufacturer's Standard Colors and/or Finishes: This phrase means a full line of colors/finishes published and offered by the manufacturer of a particular product, finish material, etc as a standard. A contractor/suppliers bid price shall include any selection from these standards.
1. Stock or non-stock colors as determined by a vendor or a supplier will not be considered a limitation to a manufacturer's full range of standard colors, nor will additional costs be accepted after the contract award.
  2. Custom colors are colors that are not necessarily standard colors and require matching a color of another product or sample provided by the architect. The bid price shall include costs required for color matching.
- K. "Prime Contractor": Any Contractor having a contract directly with the Owner. Any reference to "Contractor" implies Prime Contractor.
- L. "Prime Supplier": Is an entity selected by the Owner, having a contract directly with the Owner, to furnish products, material, and equipment to be incorporated into the project.
- M. "Prime Vendor": Is an entity selected by the Contractor, having a purchase order contract with the Owner, to furnish products to be incorporated into the project.
- N. "Project Manual": The volume, which includes the bidding requirements, Conditions of the Contract, and the Specifications.
- O. "Project Site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- P. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- 1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION
- A. Specification Format: These Specifications are organized into Divisions and Sections based on the 16-division format and CSI/CSC's "MasterFormat" numbering system.
- B. Specification Content: These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated, as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Section Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

#### 1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.
- C. Conflicting Requirements: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Architect for a decision before proceeding.
  - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

#### 1.5 SUBMITTALS

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01421

**SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS****PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.
- B. Temporary utilities
- C. Support facilities
- D. Security and protection facilities

**1.2 DEFINITIONS**

- A. Enclosure: The building shall be considered enclosed when, in the opinion of the Architect, the exterior walls are completely erected, roof is complete and/or watertight, and building has such protection at doorways, windows, and other openings as will provide a reasonable heat retention.
- B. Cold Weather Protection: All heating and coverings required during the construction period until building enclosure.
- C. Temporary Heat: All heating required after enclosure of the building.

**1.3 QUALITY ASSURANCE**

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction.
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
- C.

**1.4 PROJECT CONDITIONS**

- A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow smoking, excessive noise or music, improper language, improper behavior or actions, hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

**PART 2 - PRODUCTS****2.1 MATERIALS**

- A. General: Provide new materials. If acceptable to the Architect, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Open-Mesh Fencing: Provide 48-inch high open-mesh with 3.25-inch by 1.75-inch openings, brightly colored fencing with snow fence posts. Fencing to be ultraviolet stable and be capable of withstanding temperatures from -40 degrees to 200 degrees. Provide Conwed Plastics Utility Barrier or equal.

## 2.2 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- C. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- D. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- E. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPERATURES REQUIRED

- A. The following minimum temperatures shall be maintained and apply to Cold Weather Protection and Temporary Heat sections:
  - 1. 50 degrees F. for drywall work, hard tile work with this temperature to be reached before work is begun, maintained during the application, and maintained until the project is completed.
  - 2. 65 degrees F. for three days prior to and during the application of interior woodwork, resilient tile, paint, acoustical ceiling and similar interior finishes; to be maintained until the project is completed.
  - 3. Unless otherwise called for above or in the technical specifications division, a minimum temperature of 50 degrees F shall be maintained within the enclosed work area during work hours.
  - 4. Capacities of equipment and fuel consumption shall be based on local design conditions and degree days as published in the current edition of the ASHRAE Handbook.

### 3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
- B. Temporary Lighting: When overhead roof deck has been installed, the General Contractor shall provide temporary lighting with local switching.
- C. Cold Weather Protection: All heating and enclosures necessary to maintain required minimum temperatures during construction period shall be the responsibility of the General Contractor. Fuel cost to be borne by each Contractor, with electrical power cost by Owner.
- D. Temporary Telephones: The General Contractor shall provide temporary telephone service if required.
- E. Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. The General Contractor shall provide these facilities and comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
  - 1. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
- F. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.
- G. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

#### 3.4 SUPPORT FACILITIES INSTALLATION

- A. Locate field storage sheds, and other temporary construction and support facilities for easy access.
- B. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion.
- C. Temporary Access: General Contractor to construct and maintain temporary access and base course to support the indicated loading adequately and to withstand exposure to traffic during the construction period.
- D. Temporary Closures: Provide temporary enclosures and partitions for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
- E. Temporary Support: Provide the necessary temporary support, bearing, bracing, framing etc. as deemed necessary and required for components of structure to be maintained structurally and weather tight during construction.

#### 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Architect.
- B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, the General Contractor shall install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."

- C. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- D. Before excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION 01500

## SECTION 01700 - CONTRACT CLOSEOUT

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Operation and maintenance manual submittal.
  - 3. Submittal of warranties.
  - 4. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

## 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following:
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
  - 2. Advise the Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra stock, and similar items.
  - 7. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
  - 8. Complete final cleanup requirements, including touchup painting.
  - 9. Touch up and otherwise repair and restore marred, exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
  - 1. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
  - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

## 1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
  - 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.

2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit consent of surety to final payment.

B. Re-inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.

1. Upon completion of re-inspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, re-inspection will be repeated.

#### 1.5 RECORD DOCUMENT SUBMITTALS

A. Record Drawings: Maintain a clean, undamaged set of blue or black line whiteprints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
3. Note related change-order numbers where applicable.
4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.

B. Operating and Maintenance Manuals: Each Contractor shall organize operation and maintenance data into suitable sets of manageable size for each and every item of equipment or device furnished or erected by the Contractor. Provide to the Architect, two (2) bound duplicate sets of properly indexed data in individual, heavy-duty, 2-inch, 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder.

1. Include the following types of information:
  - a. Catalog data or literature.
  - b. Manufacturer's operating instructions.
  - c. Manufacturer's maintenance instructions.
  - d. Copies of warranties.
  - e. Installation instructions.
  - f. Recommended "turn-around" cycles.
  - g. Inspection procedures.
  - h. Fixture lamping schedule.
  - i. Index of Sub-Contractors, including their addresses and phone numbers.

C. Tests and Adjustments:

1. The complete installation, including all equipment and systems, shall be subjected to test at full operating conditions. Each Contractor shall make all necessary adjustments and/or replacements which are necessary to fulfill and comply with the requirements of the contract documents, the directions and recommendations of the manufacturer of the several pieces of equipment and all codes and regulations that apply to the entire installation. The complete installation shall be left ready in all respects for Owner's use.

**PART 2 - EXECUTION****2.1 CLOSEOUT PROCEDURES**

- A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
1. Maintenance manuals.
  2. Record documents.
  3. Spare parts and materials.
  4. Tools.
  5. Lubricants.
  6. Fuels.
  7. Identification systems.
  8. Control sequences.
  9. Hazards.
  10. Cleaning.
  11. Warranties and bonds.
  12. Maintenance agreements and similar continuing commitments.
- B. As part of instruction for operating equipment, demonstrate the following procedures:
1. Startup.
  2. Shutdown.
  3. Emergency operations.
  4. Noise and vibration adjustments.
  5. Safety procedures.
  6. Economy and efficiency adjustments.
  7. Effective energy utilization.

**2.2 FINAL CLEANING**

- A. General: The General Conditions requires general cleaning during construction. Regular site cleaning is included in Division 1 Section "Construction Facilities and Temporary Controls."
- B. Cleaning: General Contractor to employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
    - a. Remove labels that are not permanent labels.
    - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
    - c. Clean exposed exterior and interior hard-surfaced finishes, including, door and window frames, walls and wall base to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave tile and concrete floors mopped and scrubbed clean. Vacuum carpeted surfaces.
    - d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean light fixtures and lamps.
    - e. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests.

- D. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
  - 1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION 01700

**DIVISION 15 - HVAC SYSTEMS DESCRIPTION**

## Part 1- General

1. All work shall be subject to the requirements stated in the "Instructions to Bidders" and other related sections of these specifications. This Contractor shall be responsible for 100% completed and operating HVAC System.
2. Codes, Permits and Fees: Secure and pay all licenses and permits applicable to this section of the work. Comply with all local ordinances and regulations and with Wisconsin DSPS HVAC Code. The HVAC Contractor or his engineer will prepare HVAC plans and calculations for submittal to the State of Wisconsin DSPS.
3. HVAC contractor to coordinate locations w/Owner and G.C.
4. Upon completion, the HVAC contractor shall provide training to the Owners personnel on the proper operation and maintenance of all equipment.
5. Upon completion, the HVAC contractor shall provide a 3-ring binder that includes information on all equipment including operational instructions and warranty information. The warranty shall be for a minimum period of 1-year following substantial completion.

## Part 2 – HVAC systems descriptions:

1. Heating system for garage:  
2-units - High efficiency gas fired heaters, 175k BTU, venting, programmable tstats, gas piping
2. Coordinate location of all ceiling hung units to verify appropriate headroom clearances required by applicable codes.

*(Note that there is a voluntary alternate option shown on the bid form for a high efficiency gas fired direct vent hydronic heating system for the garage. This alternate will require additional floor insulation to meet energy code requirements)*

3. Garage ventilation system:  
Equal to Thermotech equipment 3200 cfm, direct fired indoor makeup air/accessories w gas piping  
Sidewall exhaust fan/accessories ducted down to 18" above finished floor
4. Office and bathroom:  
1-ptac w accessories 9k btu  
1-exhaust fan 75 cfm w venting  
1-electric wall heater 1kw
5. Mechanical room  
1-electric wall heater 1kw

**END OF SECTION**

DIVISION 15 - PLUMBING SYSTEMS DESCRIPTION

1. General: All work shall be subject to the requirements stated in the “Instructions to Bidders” and “General Conditions” sections of these specifications. This Contractor shall be responsible for 100% completed and operating Plumbing System.
2. Codes, Permits and Fees: Secure and pay all licenses and permits applicable to this section of the work. Comply with all local ordinances and regulations and with Wisconsin DSPS Plumbing Code. Plumber will submit General Plumbing plans to the Department DSPS.
3. Sewer and Water:
  - A. Provide and install a 4” PVC gravity sewer to existing manhole on 3<sup>rd</sup> Street.
  - B. Provide and install a 1” Type L live tap in water main on 3<sup>rd</sup> St, curb stop, continue 1” Type L water service to 3/4” meter.
  - C. All installations and materials of sewer and water work to be in accordance with the Wabeno Sanitary District.
  - D. As an alternate bid, substitute 1” copper service from curb stop to meter with pex piping with tracer, if approved by the Township.
4. Guarantee: Guarantee all labor and materials furnished and installed as part of this Contract against all defects for a period of one year from the date of final acceptance of building. Correct any defects at this Contractors expense.
5. Pipe and Fittings:
 

Underground Sanitary and Sewer: Schedule 40 PVC plastic pipe,  
ASTM D2665, with solvent cement joints.

Waste and Vent piping: Schedule 40 PVC plastic pipe,  
ASTM D2665, with solvent cement joints.

Water lines above ground: Type M hard copper tubing ASTM B88,  
with wrought copper sweat fittings. Joints  
made with 95/5 solder or crimped. Pex Tubing  
ASTM F876 & F877

Water lines below ground: Pex Tubing ASTM F876 & F877 no joints.  
Type L Soft Copper ASTM B42 no joints
6. Excavating and Backfilling:
  - A. Excavate as required to lay all water, drains, and sewers.  
Remove all surplus earth from trench excavations and level out on site.
  - B. Backfilling: After drains, sewers and storms are laid, backfill with clean excavated earth, thoroughly compacted to 95% compaction, below building and outside below grass areas. Backfill with bank run gravel or crushed stone below paved areas outside, thoroughly compact all backfill.
7. Pipe Covering:
  - A. Use Trubero or Bocar trap and supply insulation all 1<sup>st</sup> Floor lavs
  - B. Armaflex 1/2” insulation with PVC fitting covers to be used on all water above copper piping.

8. Plumbing Fixtures: All fixtures shall be the type and manufacturer as shown in these specifications, or approved equal, and shall be complete with stops, supplies, drain, trim and other items necessary for a complete installation and operable system. Fixtures shall be white, and exposed trim to be polished chrome. Fixtures of equal quality fixtures are acceptable.

Restroom: WC Mansfield 137-160; Bemis 1955 SS/C  
L Mansfield 2018HB; Moen L4601, with grid strainer

Shop: CB 36" x 48" Jim Murray Big EZ Basin or Concrete basin with Neenah Grate  
HB1 Woodford 24  
SS Mustee 17F; Moen 74998 no hose connection  
TD Zurn 886-HDF-DGE with HD DI Grate. Approx 27' each side of CB

Mech Rm: FD Sioux Chief Finishline  
HB Exterior Woodford 67  
WH 6 gallon electric on shelf

9. H&V Equipment:

- A. Plumbing work to include all required water and drain connections to Heating, Ventilation and Air Conditioning equipment.
- B. Refer to the Mechanical plans for required connections.

**END OF SECTION**

**DIVISION 16 - ELECTRICAL SYSTEMS DESCRIPTION**

## Part 1- General

1. All work shall be subject to the requirements stated in the "Instructions to Bidders" and other related sections of these specifications. This Contractor shall be responsible for 100% completed and operating Electrical System.
2. Comply with all local ordinances and regulations and to meet the requirements of the National Electric Code.
3. Provide locations of all emergency and exit lighting to the G.C. for inclusion in final state submittal drawings.
4. Electrical contractor to coordinate locations of all fixtures and devices w/Owner and G.C.
5. Upon completion, the Electrical contractor shall provide training to the Owners personnel on the proper operation and maintenance of all equipment.
6. Upon completion, the Electrical contractor shall provide a 3-ring binder that includes information on all equipment including operational instructions and warranty information. The warranty shall be for a minimum period of 1-year following substantial completion.

## Part 2 – Electrical systems descriptions:

1. Electric work to include 200 amp panel
2. Main breaker U/GR service w/ground rods & Gr. Wire
3. Wire for 4 ext. receptacles.
4. Wire for water heater.
5. Wire for Modine heaters and make-up air unit
6. Wire for 1 welder.
7. Wire for 1 air compressor.
8. Wire for 4 overhead doors.
9. Lighting:
  - a. (32) LED HI-Bay fixtures with cord & plug
  - b. (2) LED Exterior Flood lights with motion control
  - c. (2) LED Flat panel 2x4 fixtures
  - d. (1) LED Strip fixture
  - e. (2) LED Exterior Wall Packs
10. Wire for a minimum of 10 general receptacles & switches as required
11. All line voltage circuitry shall be routed in ¾" EMT conduit with metal boxes, cover plates and metal conduit fittings.
12. Small parts & labor req'd to complete the project
13. No power Co. or inspection fees included.

END OF SECTION

# Wabeno Town Garage

Address to be Determined  
Wabeno, WI

Forest County

Building Use: Township Garage  
66'-0" x 96'-0" x 16'-1" ICH

Building Loadings:  
60 PSF Ground Snow Load  
115 MPH Ultimate Wind Speed Exposure C

PAGE NO	INDEX OF DRAWINGS
A1	COVER SHEET & SITE PLAN
A2	PLAN SET NOTES
A3	FLOOR PLAN
A4	FOUNDATION PLAN
A5	ELEVATIONS
A6	SECTIONS
A7	INTERIOR & DECK DETAILS
A8	66' TYPICAL ROOF TRUSS

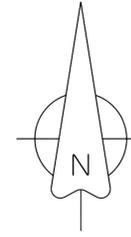
Job Number:	
Date: 06-22-20	Drawn By:
Revised:	Revised By:
Revised:	Revised By:
Revised:	Revised By:
This building was designed in accordance with the following codes <b>2015 International Building Code</b> As Adopted by the State of Wisconsin	
Building Colors	
Roof = Hunter Green	Soffit = Hunter Green
Sides = Beige	Wainscot = Hunter Green
Bid Plans ONLY Final Building building design to be supplied by Bid Winner.	

Building Final Engineered and Designed  
building to be supplied by Bid Winner.  
These plans are not to be used for  
Construction or for Final Structural Bid.

**GENERAL NOTES:**  
1. THIS IS A DESIGN BUILD PROJECT.  
THE GENERAL CONTRACTOR (GC) IS RESPONSIBLE FOR ALL DESIGN & ENGINEERING TO COMPLETE THE BUILDING AND SITE AS SHOWN ON THESE DRAWINGS. THIS BUILDING MUST BE SUBMITTED TO THE STATE OF WISCONSIN FOR PLAN APPROVAL. THE GC OR HIS/HER ENGINEER MUST PROVIDE ALL DRAWINGS & DOCUMENTATION THAT IS REQUIRED TO RECEIVE THIS APPROVAL. THE GC MUST ALSO INCLUDE IN HIS/HER BID ALL FEES OR OTHER COSTS RELATED TO OBTAINING THE STATE PLAN APPROVAL.  
2. THE DRAWINGS SHOWN HEREIN REPRESENT THE OWNERS REQUIREMENTS FOR SIZE OF THE BUILDING, THE MATERIALS THAT ARE TO BE USED & THE QUALITY THAT IS EXPECTED. MINOR DEVIATIONS FROM THE STANDARDS SHOWN IN THE DRAWINGS ARE ACCEPTABLE, HOWEVER SUCH DEVIATIONS MUST BE NOTED WHEN SUBMITTING THE BID.  
3. THE GC IS RESPONSIBLE TO PROVIDE ALL THAT IS NEEDED FOR A COMPLETELY FINISH BUILDING BOTH ON THE INTERIOR & EXTERIOR.  
ANY EXCEPTIONS FROM THIS REQUIREMENT MUST BE NOTED WHEN THE BID IS SUBMITTED.

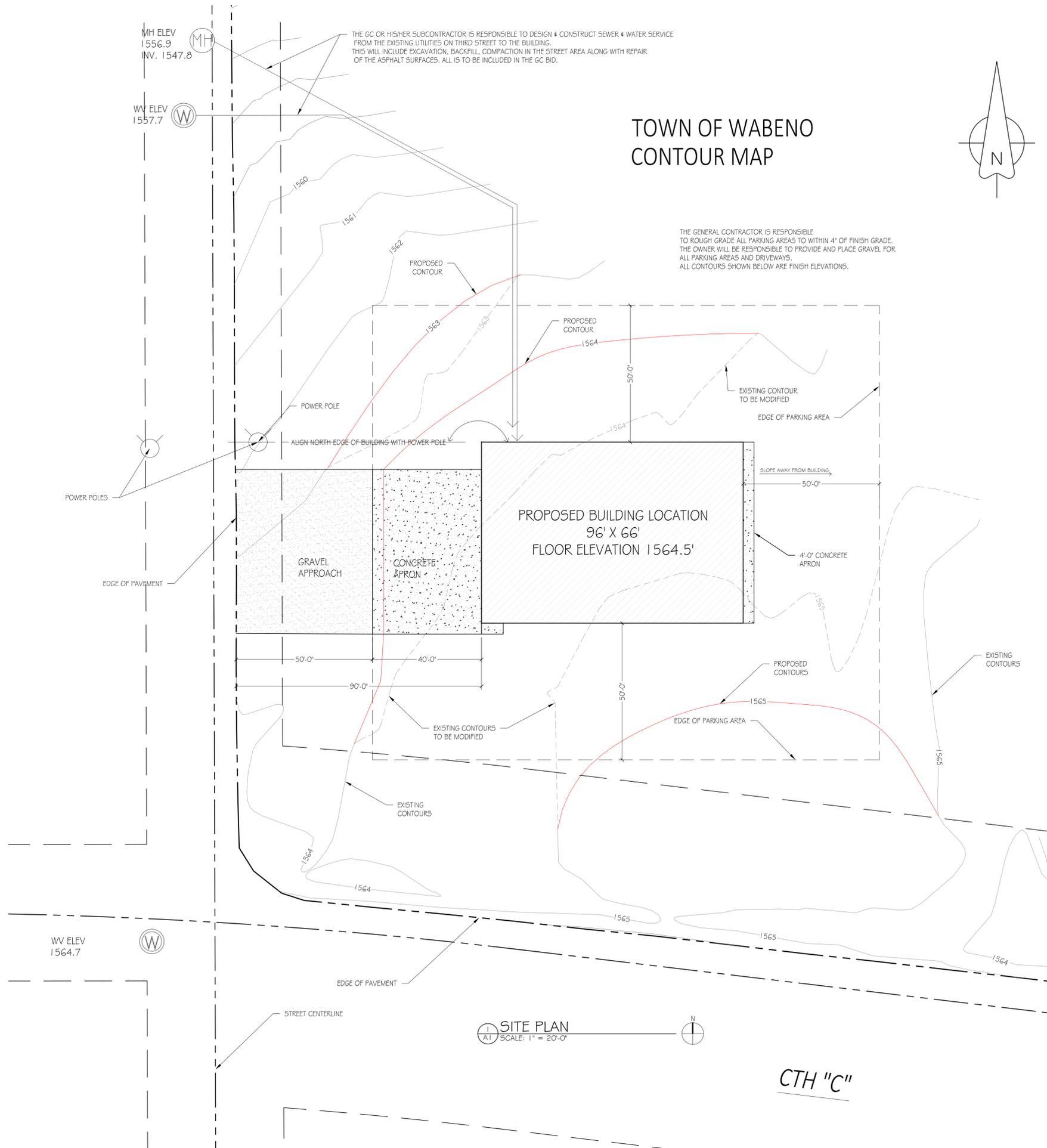
**SITE PLAN & FOUNDATION NOTES:**  
1. THE GENERAL CONTRACTOR IS RESPONSIBLE TO.....  
A. VISIT THE SITE AND VERIFY THE EXISTING SOIL CONDITIONS.  
B. VERIFY SITE & BUILDING ELEVATIONS IN CONSULTATION WITH THE OWNER AND ARCHITECT.  
C. PROVIDE ALL MATERIAL AND EQUIPMENT TO EXCAVATE, BACKFILL & GRADE FOR THE PARKING AREA AND THE BUILDING SITE PROPER.  
D. GRADE ALL DRIVEWAY & PARKING AREAS TO WITHIN 4" OF THE FINAL FINISH GRADE.  
2. THE OWNER WILL BE RESPONSIBLE TO PLACE AND FINISH GRADE ALL GRAVEL APPROACHES AND PARKING AREAS.  
3. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE TO SPREAD STOCKPILED TOPSOIL ON ALL AREAS THAT AREA NOT TO RECEIVE GRAVEL OR CONCRETE.  
ROUGH GRADING MUST PROVIDE DRAINAGE AWAY FROM THE BUILDING TO AVOID PONDING TO OCCUR.  
4. FOUNDATION DESIGN MUST MEET ALL STATE CODES FOR SUPPORTING LIVE AND DEAD LOADS AND MUST ALSO BE RESISTANT TO DAMAGE DUE TO FROST FORCES.  
THE FOUNDATION MUST MEET THE REQUIREMENTS OF CODE SECTION 1809.5 FOR SHALLOW FOUNDATIONS OR FOOTINGS MUST EXTEND BELOW THE LEVEL OF FROST.  
THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COMPACTION OF THE EXCAVATED AREAS TO MEET THE REQUIREMENTS OF CODE SECTION 1808.2 REGARDING CAPACITY AND SETTLEMENT. THE GENERAL CONTRACTOR IS ALSO RESPONSIBLE FOR ANY TESTING OR EVALUATION OF EXISTING SOILS TO MEET THESE REQUIREMENTS.

## TOWN OF WABENO CONTOUR MAP



THE GC OR HIS/HER SUBCONTRACTOR IS RESPONSIBLE TO DESIGN & CONSTRUCT SEWER & WATER SERVICE FROM THE EXISTING UTILITIES ON THIRD STREET TO THE BUILDING. THIS WILL INCLUDE EXCAVATION, BACKFILL, COMPACTION IN THE STREET AREA ALONG WITH REPAIR OF THE ASPHALT SURFACES. ALL IS TO BE INCLUDED IN THE GC BID.

THE GENERAL CONTRACTOR IS RESPONSIBLE TO ROUGH GRADE ALL PARKING AREAS TO WITHIN 4" OF FINISH GRADE. THE OWNER WILL BE RESPONSIBLE TO PROVIDE AND PLACE GRAVEL FOR ALL PARKING AREAS AND DRIVEWAYS. ALL CONTOURS SHOWN BELOW ARE FINISH ELEVATIONS.



**SITE PLAN**  
A1 SCALE: 1" = 20'-0"

CTH "C"

SITE PLAN & COVER SHEET

TOWN OF WABENO  
TOWN GARAGE  
WABENO, WI 54566

JEFF MUSSON ARCHITECT LLC  
7016 FIRE TOWER RD. RHINELANDER, WI 54501  
jrmusson@frontier.com  
(715) 571-9236

DATE: 01/06/20  
REV: 01/11/21

SHEET NO.  
A1

01/11/20

<p><b>Abbreviations</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">NWC = Non Wick Contractor</td> <td style="width: 33%;">CCA = Chromated Copper Arsenate</td> <td style="width: 33%;"></td> </tr> <tr> <td>AH = Aluminum Horizontal Soffit</td> <td>MCA = Micronized Copper Azole</td> <td></td> </tr> <tr> <td>SH = Steel Horizontal Soffit</td> <td>MPH = Miles Per Hour</td> <td></td> </tr> <tr> <td>EH = Eave Height</td> <td>PSI = Pounds per Square Inch</td> <td></td> </tr> <tr> <td>ICH = Interior Clear Height</td> <td>PSF = Pounds per Square Foot</td> <td></td> </tr> <tr> <td>SLC = Straight Lower Cord</td> <td>P = Axial Load</td> <td></td> </tr> <tr> <td>RLC = Raised Lower Cord</td> <td>U = Uplift Load</td> <td></td> </tr> <tr> <td>ECE = Endwall Column Extension</td> <td>V = Shear Load</td> <td></td> </tr> <tr> <td>WB = Wind Bracing</td> <td>R = R-value, Resistance Value</td> <td></td> </tr> <tr> <td>JB = Jack Bracing</td> <td>APA = American Plywood Association</td> <td></td> </tr> <tr> <td>JB#V = Jack &amp; 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Ft) 6,336			Occupancy Load 0			Occupancy Classification S-1			Building Construction Type 5B	<p><b>General Notes</b></p> <ol style="list-style-type: none"> <li>Building is a needs to meet a 60 PSF Ground Snow Load and 115 MPH Ultimate Wind Speed, assuming 2000 PSF soil bearing.</li> <li>Lumber: S4S #2 Spruce Pine Fir or equivalent unless noted otherwise on drawings.</li> <li>Concrete Strength: 4000 psi in 28 days, slump not over 4". Ready-mix concrete to meet ASTM C94.</li> <li>Cover Reinforcing Steel with Concrete: 3" next to ground, 2" in foundation wall forms. Lap reinforcing steel bars 24 bar diameters and mesh 12". Steel reinforcement to be grade 60.</li> <li>Finishing and Curing Concrete: Keep wall forms on 24 hours before stripping. Keep floors covered with watertight membrane for 3 days or use curing compound. Steel trowel all floors to a dense finish, lightly broom for non-slip surface.</li> <li>Concrete Temperature: Maintain concrete temperature above 50 degrees for 72 hours.</li> <li>Fill: Compacted fill shall be granular material, free of debris and stones over 4" and reasonably graded. No frozen materials will be allowed.</li> <li>Compaction: Strip topsoil and other organic material prior to placing fill. Place fill in 9" loose lifts and compact with suitable mechanical equipment to a density 95% of maximum density.</li> <li>Grades: Slope all grades away from building for adequate drainage.</li> <li>Exits: Exit and exit access doors must be marked with approved exit signs visible from any direction of egress travel. Exit signs must be illuminated at all times and provided with a system to insure 90 minute illumination in case of power outage. Exit signs to comply with section 1013.1 of the IBC building code. Exit signs are not required in areas where a single exit is acceptable. Provide a landing at egress doors 44" long and the width of the door wide with no more than a 1/2" high threshold per IBC 1010.1.6 and 1010.1.7 Exit signs, exit lights and egress landings to be supplied and installed by non-Wick contractor.</li> <li>Heating, Ventilation and Air Conditioning: NOT part of this plan set and shall be as approved by local building officials.</li> <li>Plumbing: NOT part of this plan set and shall be installed in accordance with any local codes.</li> <li>Electrical: NOT part of this plan set and shall be installed in accordance with the National Electrical Code and any local codes.</li> <li>Heating Equipment &amp; Water Heaters: NOT part of this plan set and shall be as approved by local building officials.</li> <li>Lighting: This building will NOT have lighting installed until State approval is acquired.</li> <li>Provide portable fire extinguishers per section IBC 906</li> <li>This is a S-1 Occupancy, Type 5B construction.</li> <li>This building will be used for a Commercial Storage Garage.</li> </ol>
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<p>This plan set is to only certify the structural capabilities of this building in meeting the referenced code.</p> <p>Items not addressed on these plans are:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Concrete Design</td> <td style="width: 33%;">Site Design</td> <td style="width: 33%;">Allowable Area</td> </tr> <tr> <td>Egress Requirements</td> <td>Accessibility Requirements</td> <td>Fire-Protection Systems</td> </tr> <tr> <td>Sanitary Facility Requirements</td> <td>Lighting Design</td> <td>Energy Conservation Design</td> </tr> <tr> <td>HVAC Design</td> <td>Plumbing Design</td> <td>Electrical Design</td> </tr> </table> <p>Note: The building is assumed to be located on the property having access to public ways as required by local codes and located a minimum distance from adjacent buildings and property lines so as not to require exterior walls with fire resistance or opening protection per local code.</p>	Concrete Design	Site Design	Allowable Area	Egress Requirements	Accessibility Requirements	Fire-Protection Systems	Sanitary Facility Requirements	Lighting Design	Energy Conservation Design	HVAC Design	Plumbing Design	Electrical Design																																																																																						
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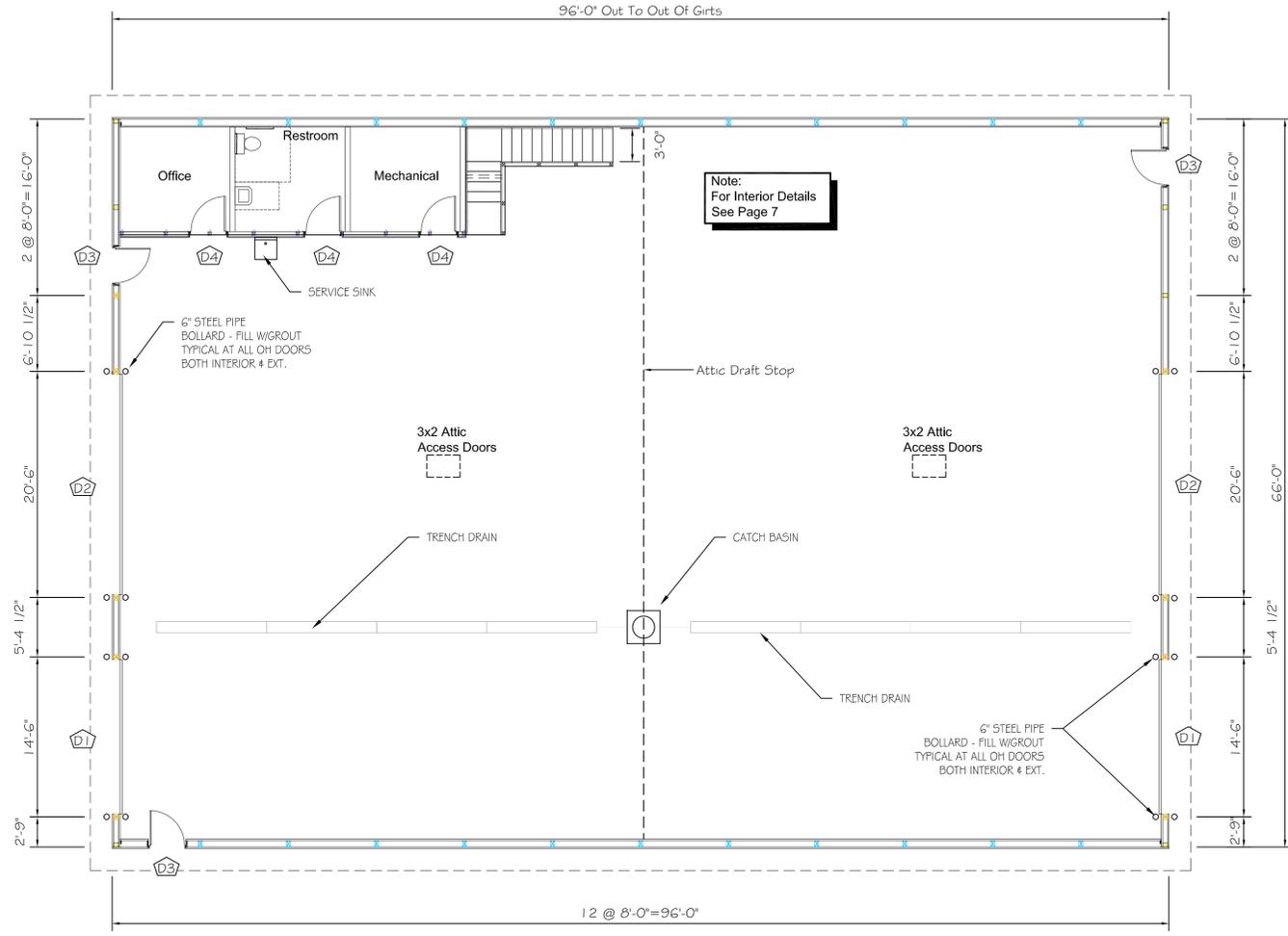
PLAN SET NOTES

TOWN OF WABENO  
TOWN GARAGE  
WABENO, WI 54566

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DATE: 09/29/20  
REVID: 01/11/20

SHEET NO.  
A2



1 FLOOR PLAN  
A3 SCALE: 1/8" = 1'-0" N

Door & Window Schedule		Bottom Elev.	Qty
<b>Overhead Door Frameouts</b>			
D1	Endwall, 14'-0" x 14'-0"	100'-0"	4
D2	Endwall, 20'-0" x 14'-0"	100'-0"	4
<b>Walk Door-w/FW w/Liner Keyed Alike w/Deadbolts-Beige</b>			
D3	Premium 3068 9-Lite Doors (2) LHS (1) RHS		3
<b>Walk Doors Interior-w/FW w/Liner</b>			
D4	Premium 3068 Doors (3) RHS		3
Overhead doors model 3216 CHI with operators			

**DIAGONALS**  
Out to Out of Columns  
66'-0" x 95'-9" = 116'-3 1/2"  
Out to Out of Girts  
66'-3" x 96'-0" = 116'-7 3/4"

**General Notes:**  
- Field Verify Location With Customer: Walk Door Frameouts  
- Field Verify Location With Customer: Attic Door  
- Standard 40" High Wainscoting, Full Perimeter  
- Tyvek Infiltration Barrier, Full Perimeter Plus Gable  
- 2x6 1650 MSR SPF Studs @ 24" O.C.  
- Exterior 1x4 Girts for Steel Siding  
- 2x4 Interior Girts @ 24" o.c., Full Perimeter  
- 6" Unfaced Batt Wall Insulation, Endwalls  
- 8" Unfaced Batt Wall Insulation, Sidewalls  
- 29 Ga. White Liner, Wall Steel  
- 2x6 Ceiling Runners @ 72" o.c., Full Ceiling  
- 29 Ga. White Liner, Ceiling Steel  
- 24" AH Vented Sidewall Overhangs w/ Insulation Stop  
- 24" AH Vented Endwall Overhangs

Building Final Engineered and Designed  
to be supplied by Bid Winner.  
These plans are not to be used for  
Construction or for Final Structural Bid.



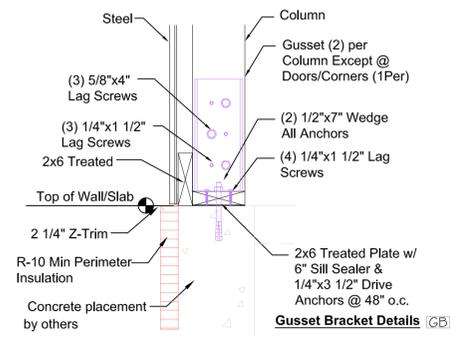
DATE:  
10/06/20  
REVID:  
01/11/20

SHEET NO.  
A3

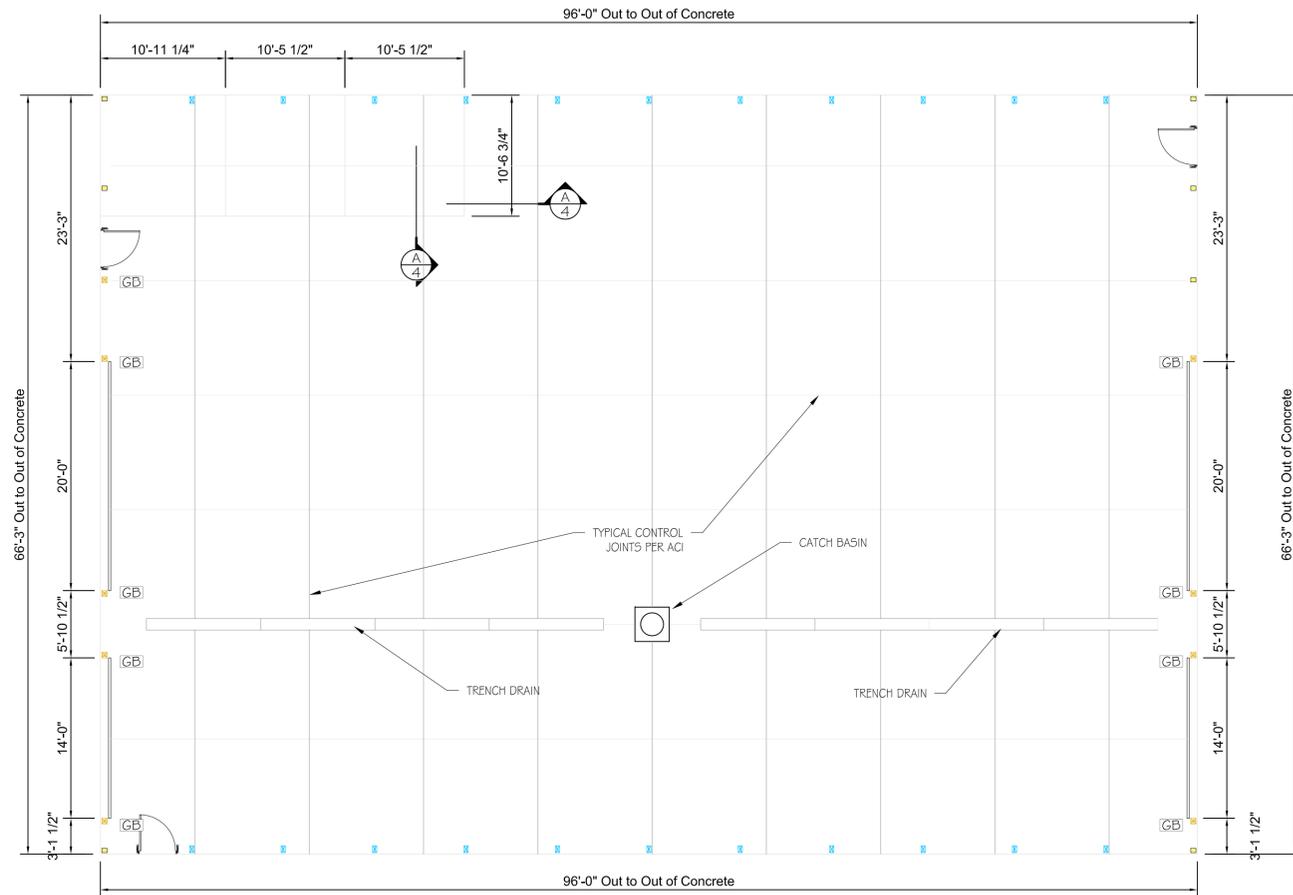
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TOWN OF WABENO  
TOWN GARAGE  
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FLOOR PLAN



TYPICAL COLUMN DETAIL



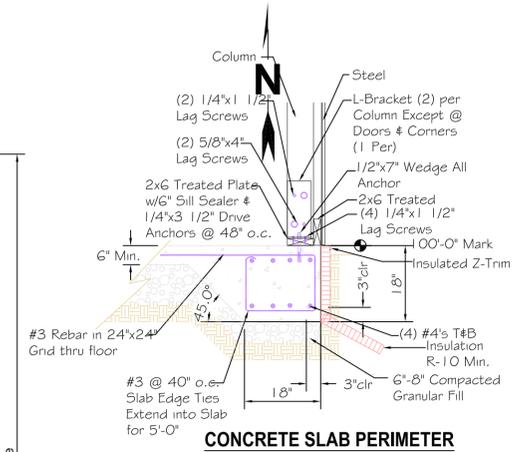
FOUNDATION PLAN  
SCALE: 1/8" = 1'-0"

SITE PLAN NOTES:

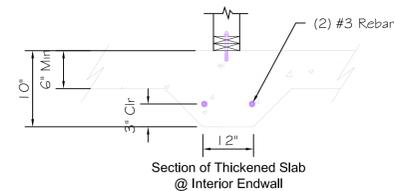
- THE GENERAL CONTRACTOR IS RESPONSIBLE TO....
  - VISIT THE SITE AND VERIFY THE EXISTING SOIL CONDITIONS.
  - ESTABLISH THE MAIN FLOOR ELEVATION IN CONSULTATION WITH THE OWNER AND ARCHITECT.
  - PROVIDE ALL MATERIAL AND EQUIPMENT TO EXCAVATE, BACKFILL & GRADE FOR THE PARKING AREA AND THE BUILDING SITE PROPER.
  - GRADE ALL DRIVEWAY & PARKING AREAS TO WITHIN 4" OF THE FINAL FINISH GRADE.
- THE OWNER WILL BE RESPONSIBLE TO PLACE AND FINISH GRADE ALL GRAVEL APPROACHES AND PARKING AREAS.
- THE GENERAL CONTRACTOR WILL BE RESPONSIBLE TO SPREAD STOCKPILED TOPSOIL ON ALL AREAS THAT AREA NOT TO RECEIVE GRAVEL OR CONCRETE.  
ROUGH GRADING MUST PROVIDE DRAINAGE AWAY FROM THE BUILDING TO AVOID PONDING TO OCCUR.

FOUNDATION NOTES:

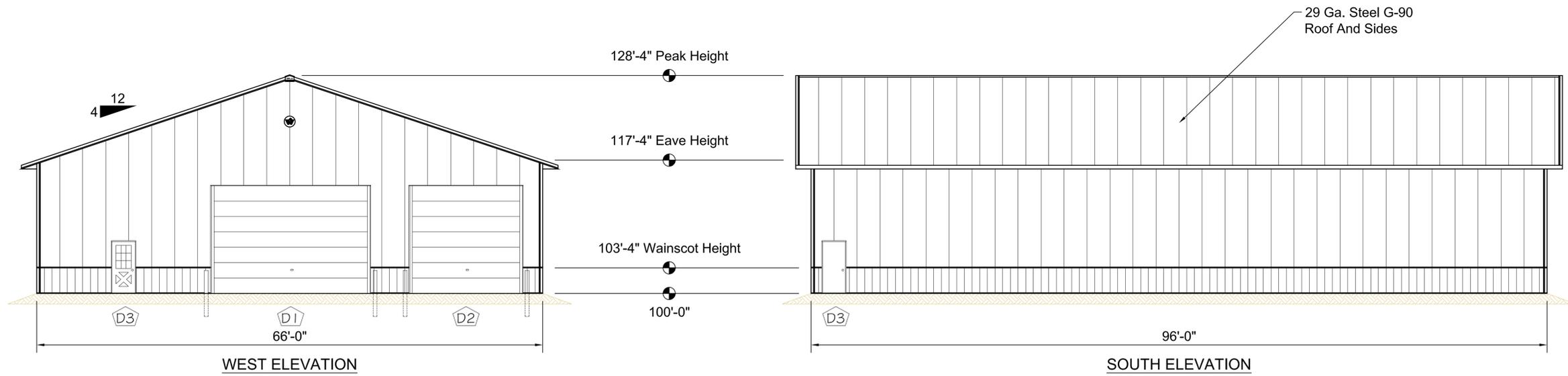
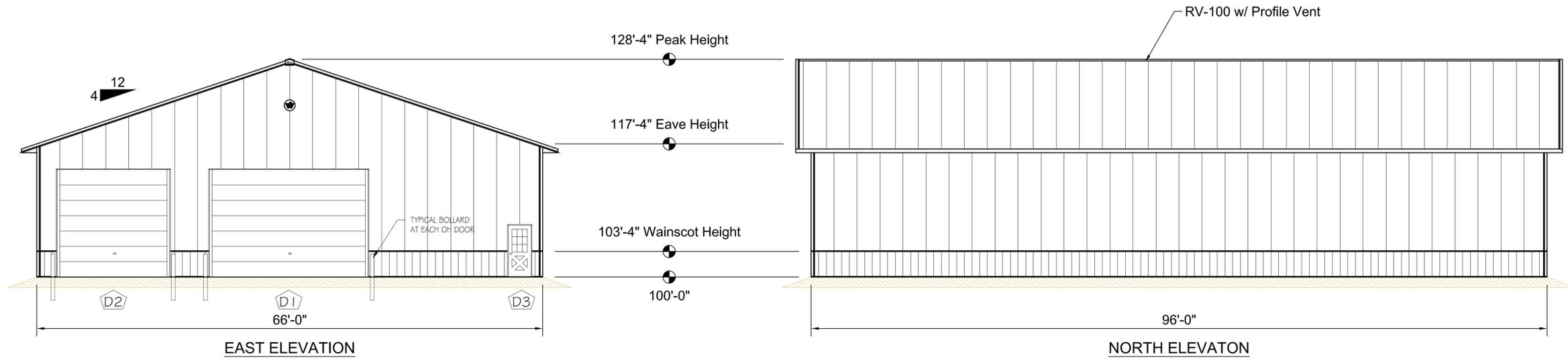
- FOUNDATION DESIGN MUST MEET ALL STATE CODES FOR SUPPORTING LIVE AND DEAD LOADS AND MUST ALSO BE RESISTANT TO DAMAGE DUE TO FROST FORCES.
- THE FOUNDATION MUST MEET THE REQUIREMENTS OF CODE SECTION 1809.5 FOR SHALLOW FOUNDATIONS OR FOOTINGS MUST EXTEND BELOW THE LEVEL OF FROST.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COMPACTION OF THE EXCAVATED AREAS TO MEET THE REQUIREMENTS OF CODE SECTION 1808.2 REGARDING CAPACITY AND SETTLEMENT.
- THE GENERAL CONTRACTOR IS ALSO RESPONSIBLE FOR ANY TESTING OR EVALUATION OF EXISTING SOILS TO MEET THESE REQUIREMENTS.
- MINIMUM SLAB THICKNESS TO BE 6"
- REINFORCE SLAB WITH MIN. #3 REBAR IN 24' X 24' GRID
- PROVIDE 6-MIL VAPOR RETARDER CONTINUOUS UNDER THE SLAB WITH ALL JOINTS LAPPED A MIN OF 6".
- PROVIDE R10 RIGID INSULATION AT BUILDING PERIMETER PER DETAIL A4.
- PROVIDE CONTINUOUS R15 RIGID INSULATION UNDER ALL SLAB AREAS PER VOLUNTARY ALTERNATE NO. 1.



CONCRETE SLAB PERIMETER



THICKENED SLAB INTERIOR



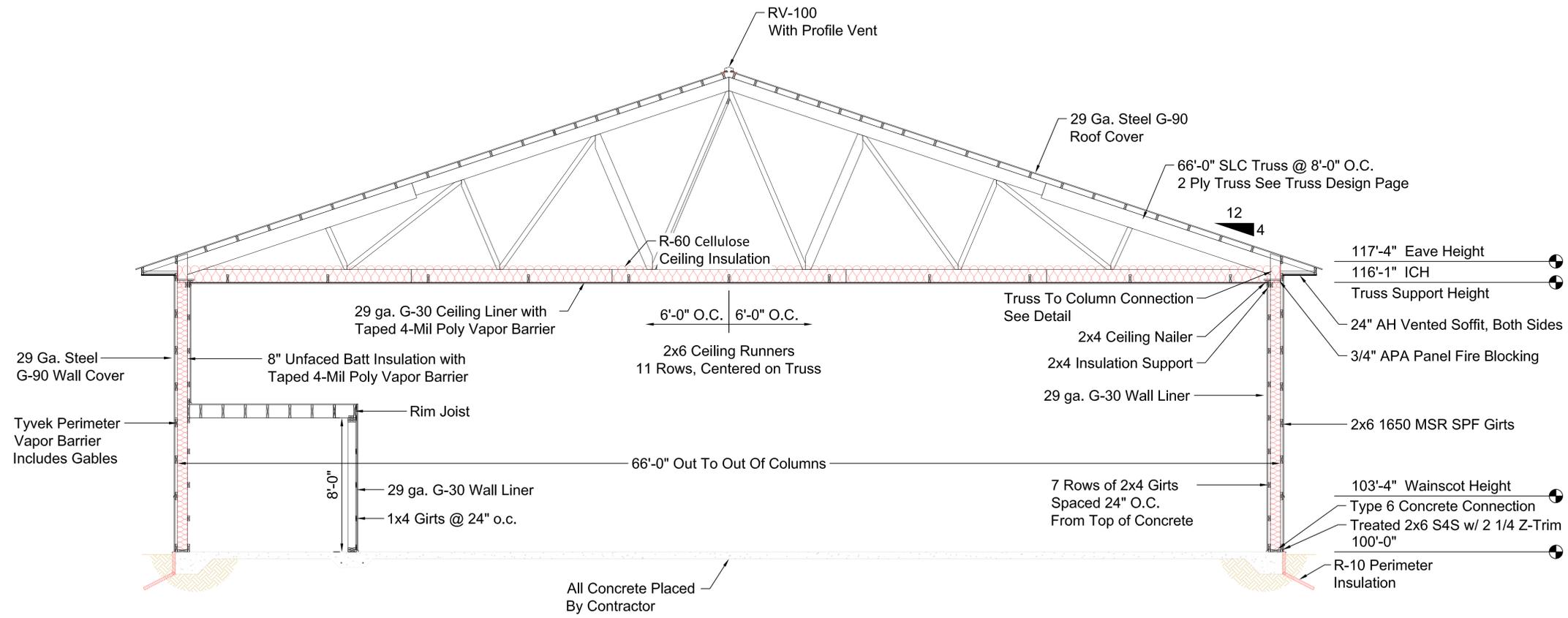
ELEVATIONS

TOWN OF WABENO  
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REVID: 01/11/20

SHEET NO.  
A5



1 BUILDING SECTION  
A4 SCALE: 1/4" = 1'-0" N

BUILDING SECTION

TOWN OF WABENO  
TOWN GARAGE  
WABENO, WI 54566

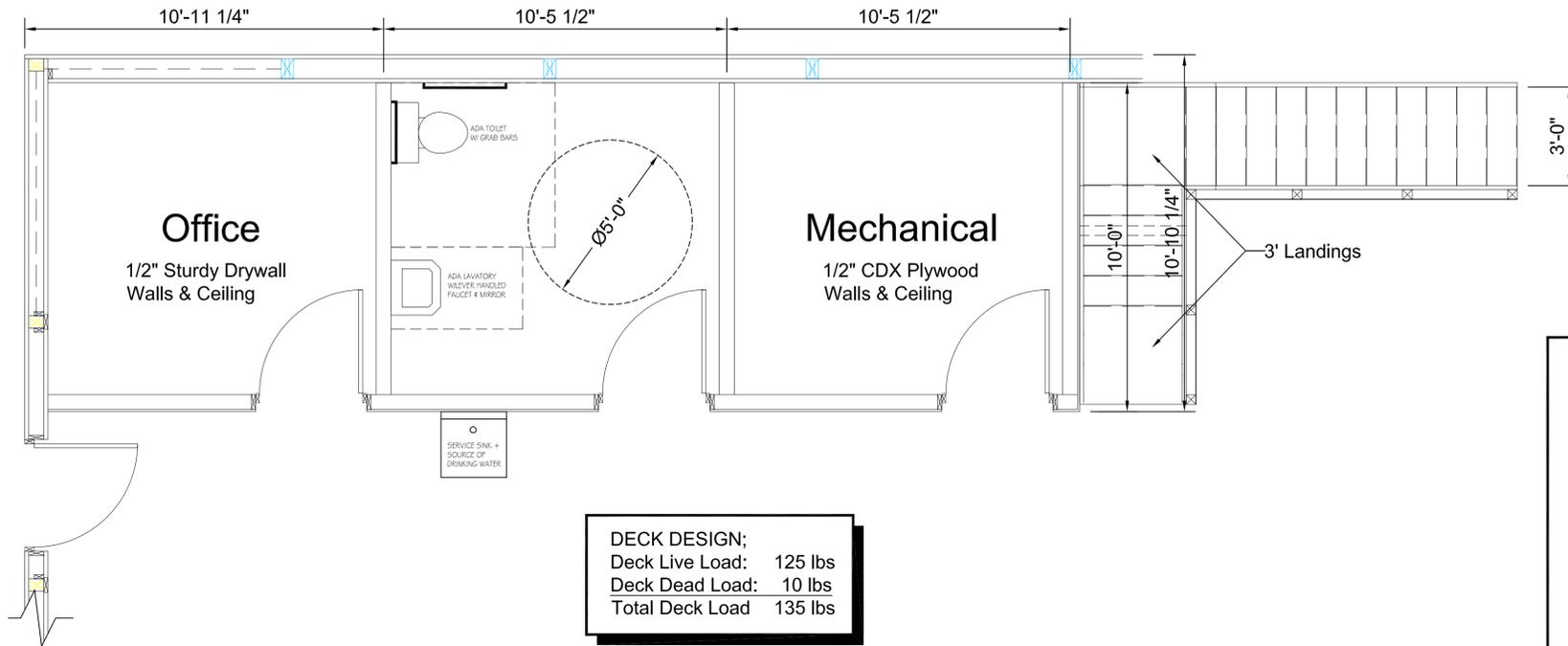
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DATE: 10/06/20  
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SHEET NO.  
A6

# Restroom

1/2" Sturdy Drywall  
Walls & Ceiling



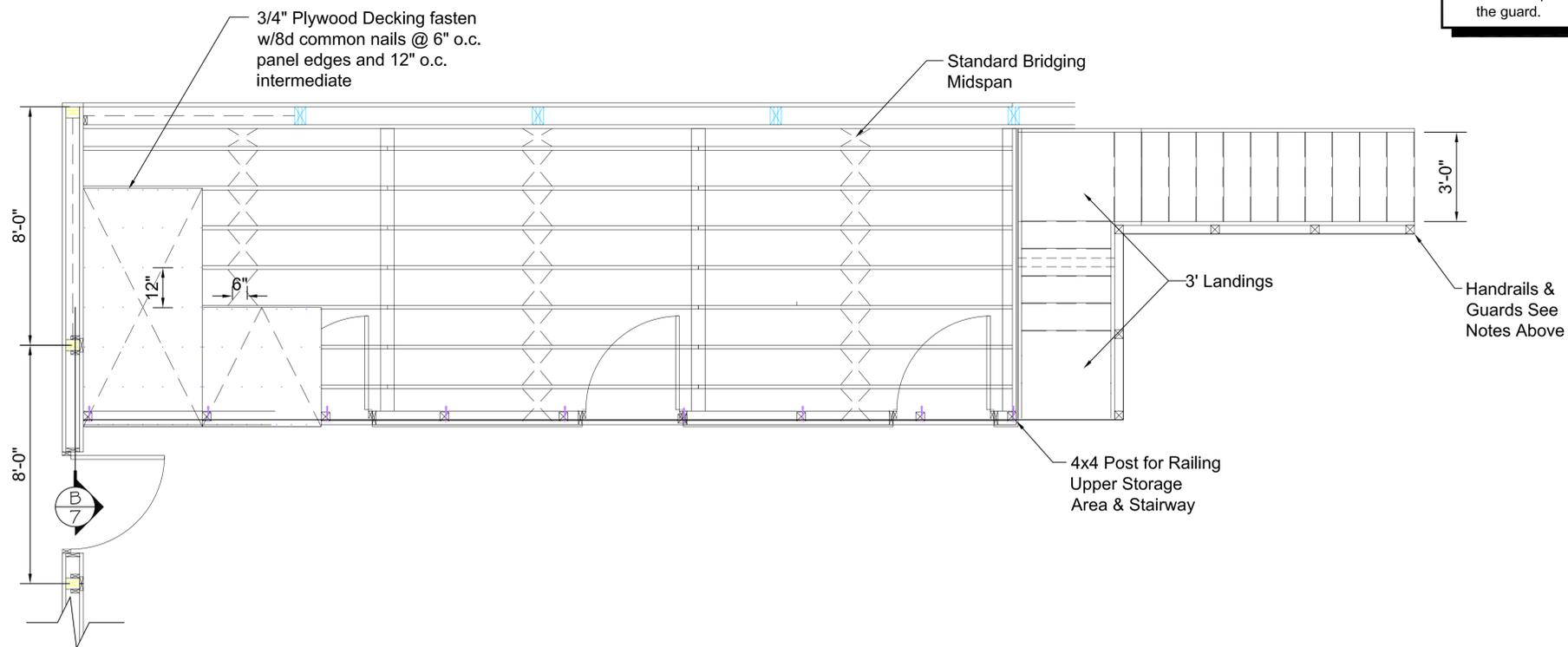
DECK DESIGN;	
Deck Live Load:	125 lbs
Deck Dead Load:	10 lbs
<b>Total Deck Load</b>	<b>135 lbs</b>

**1607.8.1.1 Concentrated load.** Handrails and guards shall be designed to resist a concentrated load of 200 pounds (0.89 kN) in accordance with Section 4.5.1 of ASCE 7.

**1607.8.1.2 Intermediate rails.** Intermediate rails (all those except the handrail), balusters and panel fillers shall be designed to resist a concentrated load of 50 pounds (0.22 kN) in accordance with Section 4.5.1 of ASCE 7.

**1015.3 Height.** Required guards shall be not less than 42 inches (1067 mm) high, measured vertically as follows:

1. From the adjacent walking surfaces.
2. On stairways and stepped aisles, from the line connecting the leading edges of the tread nosings.
3. On ramps and ramped aisles, from the ramp surface at the guard.



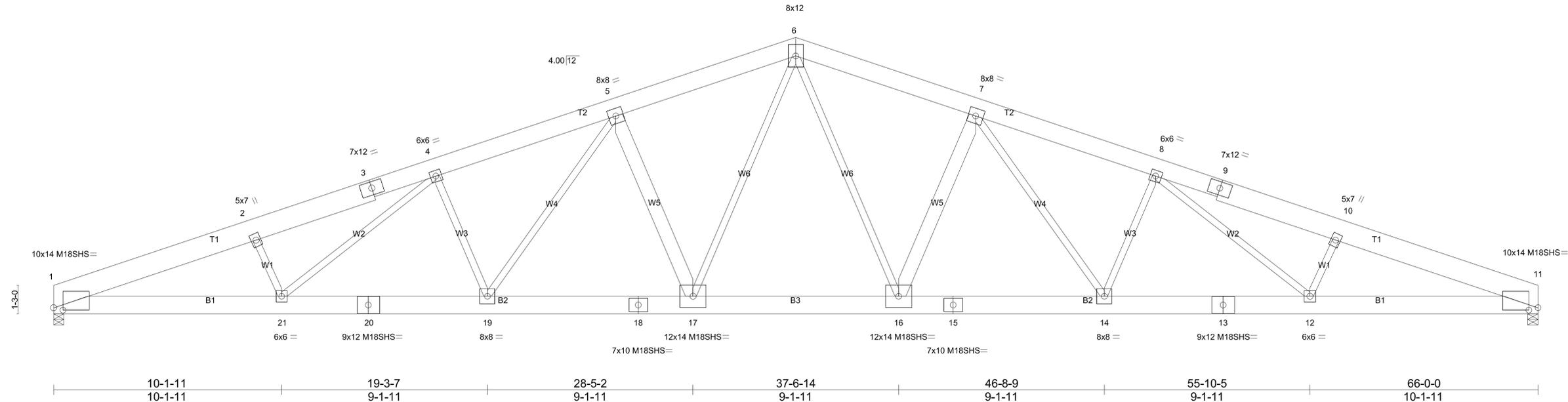


Plate Offsets (X,Y) - [1:0-5-0,0-1-3], [11:0-5-0,0-1-3]	
LOADING (psf)	SPACING- 8-0-0
TCLL (roof) 20.0	Plate Grip DOL 1.15
Snow (Ps/Pg) 47.3/60.0	Lumber DOL 1.15
TCDL 4.0	Rep Stress Incr NO
BCLL 0.0	Code IBC2015/TPI2014
BCDL 4.0	
	CSI
	TC 0.55
	BC 0.75
	WB 0.76
	Matrix-MS
	DEFL. in (loc) l/defl L/d
	Vert(LL) -1.22 16-17 >649 240
	Vert(CT) -1.43 16-17 >554 180
	Horz(CT) 0.43 11 n/a n/a
	PLATES GRIP
	MT20 197/144
	M18SHS 197/144
	Weight: 1405 lb FT = 20%

LUMBER-  
TOP CHORD 2x10 SP M 23 \*Except\*  
T1: 2x12 SP M 23  
BOT CHORD 2x10 SP M 23  
WEBS 2x4 SPF 1650F 1.5E \*Except\*  
W5: 2x8 SP M 23

BRACING-  
TOP CHORD 2-0-0 oc purlins (3-10-7 max.).  
BOT CHORD Rigid ceiling directly applied or 9-0-8 oc bracing.

REACTIONS. (size) 1=0-5-8 (req. 0-6-1), 11=0-5-8 (req. 0-6-1)  
Max Horz 1=746(LC 14)  
Max Uplift 1=-3601(LC 15), 11=-3601(LC 15)  
Max Grav 1=14588(LC 1), 11=14588(LC 1)

FORCES. (lb) - Max. Comp./Max. Ten. - All forces 250 (lb) or less except when shown.  
TOP CHORD 1-28=-34543/9286, 2-28=-33704/9296, 2-3=-33403/9277, 3-4=-32806/9317, 4-29=-30873/8642, 5-29=-30289/8666, 5-30=-25426/7392, 6-30=-24902/7436, 6-31=-24902/7436, 7-31=-25426/7392, 7-32=-30289/8666, 8-32=-30873/8642, 8-9=-32806/9317, 9-10=-33403/9277, 10-33=-33704/9296, 11-33=-34543/9286  
BOT CHORD 1-21=-8418/31975, 20-21=-7628/30222, 19-20=-7628/30222, 18-19=-6447/25945, 17-18=-6447/25945, 16-17=-4972/21131, 15-16=-6447/25945, 14-15=-6447/25945, 13-14=-7628/30222, 12-13=-7628/30222, 11-12=-8418/31975  
WEBS 2-21=-1674/695, 4-21=-712/1683, 4-19=-4141/1286, 5-19=-1515/5337, 5-17=-8394/2007, 6-17=-2012/8635, 6-16=-2012/8635, 7-16=-8394/2007, 7-14=-1515/5337, 8-14=-4141/1286, 8-12=-712/1683, 10-12=-1674/695

JOINT STRESS INDEX  
1 = 0.87, 2 = 0.33, 3 = 0.76, 4 = 0.69, 5 = 0.56, 6 = 0.92, 7 = 0.56, 8 = 0.69, 9 = 0.76, 10 = 0.33, 11 = 0.87, 12 = 0.58, 13 = 0.73, 14 = 0.59, 15 = 0.81, 16 = 0.71, 17 = 0.71, 18 = 0.81, 19 = 0.59, 20 = 0.73 and 21 = 0.58

- NOTES- (14-16)
- 2-ply truss to be connected together with 10d (0.131"x3") nails as follows:  
Top chords connected as follows: 2x12 - 2 rows staggered at 0-7-0 oc, 2x10 - 2 rows staggered at 0-7-0 oc.  
Bottom chords connected as follows: 2x10 - 2 rows staggered at 0-9-0 oc.  
Webs connected as follows: 2x4 - 1 row at 0-9-0 oc, 2x8 - 2 rows staggered at 0-9-0 oc.
  - All loads are considered equally applied to all plies, except if noted as front (F) or back (B) face in the LOAD CASE(S) section. Ply to ply connections have been provided to distribute only loads noted as (F) or (B), unless otherwise indicated.
  - This truss has been checked for uniform roof live load only, except as noted.
  - Wind: ASCE 7-10; Vult=115mph (3-second gust) Vasd=91mph; TCDL=2.4psf; BCDL=0.0psf; h=25ft; B=45ft; L=66ft; eave=8ft; Cat. II; Exp C; enclosed; MWFRS (directional) and C-C Exterior(2) 0-0-0 to 6-7-3, Interior(1) 6-7-3 to 33-0-0, Exterior(2) 33-0-0 to 39-7-3 zone; cantilever left and right exposed; end vertical left and right exposed; C-C for members and forces & MWFRS for reactions shown; Lumber DOL=1.60 plate grip DOL=1.60
  - TCLL: ASCE 7-10; Pr=20.0 psf (roof live load: Lumber DOL=1.15 Plate DOL=1.15); Pg=60.0 psf (ground snow); Ps=47.3 psf (roof snow: Lumber DOL=1.15 Plate DOL=1.15); Category II; Exp C; Partially Exp.; Cf=1.2; Unobstructed slippery surface
  - Roof design snow load has been reduced to account for slope.
  - Unbalanced snow loads have been considered for this design.
  - WARNING: This long span truss requires extreme care and experience for proper and safe handling and erection. For general handling and erection guidance, see Guide to Good Practice for Handling, Installing & Bracing of Metal Plate Connected Wood Trusses ("BCSI"), jointly produced by WTCA and TPI. For project specific guidance, consult with project engineer/architect/general contractor. MITek assumes no responsibility for truss manufacture, handling, erection, or bracing.
  - Dead loads shown include weight of truss. Top chord dead load of 5.0 psf (or less) is not adequate for a shingle roof. Architect to verify adequacy of top chord dead load.
  - All plates are MT20 plates unless otherwise indicated.
  - WARNING: Required bearing size at joint(s) 1, 11 greater than input bearing size.
  - Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 3601 lb uplift at joint 1 and 3601 lb uplift at joint 11.
  - This truss is designed in accordance with the 2015 International Building Code section 2306.1 and referenced standard ANSI/TPI 1.
  - MITek Truss Plates have been approved by ICC-ES Evaluation Service#CC-ES Report Number: ESR-1988 (MT20 & MT18SHS)
  - This Truss Design is representative of the truss you will receive in your building. The actual plates and lumber sizes may vary, but the loadings listed on this drawing will be met or exceeded.
  - T-Braces (when present) may be placed on either the top or bottom of the web member.

LOAD CASE(S) Standard