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| **STATE OF WISCONSIN**  **DEPARTMENT OF ADMINISTRATION**  **DIVISION OF FACILITIES DEVELOPMENT (DFD)**  DOA-4191P (R3/2024) |  | *Mailing Address*: **Post Office Box 7866, Madison, WI 53707-7866**  *Street Address*: **101 E. Wilson Street, 7th Floor, Madison, WI 53702**  [**http://www.doa.wi.gov/pages/aboutDOA/FacilitiesDevelopment.aspx**](http://www.doa.wi.gov/pages/aboutDOA/FacilitiesDevelopment.aspx) |

**MANUAL FOR PREPARATION OF MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION (MEP) BID SPECIFICATIONS**

**FOR**

**PROJECTS THAT HAVE A CONSTRUCTION BUDGET GREATER THAN $600,000**

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**\*\* NOTE: Those items identified with double asterisk indicate that these documents are intended to be used only for those projects which are federally funded.**

This form can be made available in alternate formats to individuals with disabilities upon request.

**EXPLANATION OF GUIDE SPECIFICATIONS (Rev 3/2024)**

**NOTE: All notes and information screen viewable in bold red text are directions for the Architect/Engineer's use in document preparation only and should not be reprinted in the specifications.** **DO NOT USE RED TEXT.**

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**1. PURPOSE**

These Guide Specifications have been developed to resolve a pressing need for consistent arrangement of specifications prepared by Architects/Engineers employed by Division of Facilities Development hereinafter termed DFD.

Real benefits will be derived from wide use of a single system, intended to affect uniformity and establish some degree of consistency based on sound principles.

All potential bidders must become certified by the Wisconsin DFD **prior** to submitting bids. All bids received from contractors who are not certified will be rejected.

DFD will publicly bid the applicable mechanical, electrical, plumbing, and fire protection (MEP) divisions of work **first.** Within 5 days of the MEP bid opening, DFD will identify a lowest, qualified, responsible, certified bidder in each applicable MEP division of work. These successful MEP bids must be included in all general prime contractor bids received. No later than 5 days after DFD identifies the successful MEP bids, DFD will publicly open general prime contractor bids. General prime contractor bids that do not include the successful MEP bids will be rejected. The state will enter into a single contract with the lowest, qualified, responsible, certified general prime contractor and this general prime contractor will enter into subcontracts with the successful MEP bidders.

**2. DESCRIPTION**

The Guide Specifications are a modified version of the 34 Division Format developed by the Construction Specifications Institute and endorsed by AIA, American Society of Landscape Architects, AGC, Council of Mechanical Specialty contracting Industries, National Society of Professional Engineers, and the Producers' Council.

The Format has been altered only to the extent found necessary to best fit the method of operation of DFD in its endeavor to meet the requirements of the State Building Program most efficiently. This includes changes in requirements for contractor certification and single prime contracting according to Wis. Stat. s. 16.855.

A major change in the Format is to have Division 01, which applies to all contractors, include all items dealing with "Bidding Requirements", "Contract Forms", "General Conditions", "Supplementary General Conditions", and "General Requirements", instead of merely the "General Requirements". (Division "0" is not to be used.)

Division 34 is to be last division number used; creation of division numbers beyond 34 is not allowed.

**3. DEFINITIONS**

In this document, the following terms are defined as:

(a) "Mechanical, electrical, or plumbing subcontractor" (“MEP Subcontractor”) is a contractor that performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection (fire suppression) work for the Project, and enters into a contract with the General Prime Contractor to perform their division of work.

[16.855(1g)(b)](http://docs.legis.wi.gov/document/statutes/16.855(1g)(b)) (b) "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)1.

[16.855(1g)(c)](http://docs.legis.wi.gov/document/statutes/16.855(1g)(c)) (c) "Qualified responsible bidder" means a contractor who is a qualified bidder and who is a responsible bidder.

[16.855(1g)(d)](http://docs.legis.wi.gov/document/statutes/16.855(1g)(d)) (d) "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)2.

[16.855(1g)(e)](http://docs.legis.wi.gov/document/statutes/16.855(1g)(e)) (e) "Single prime contracting" means bidding and contracting through a process in which only a general prime contractor has a contractual relationship with the state and all mechanical, electrical, or plumbing subcontractors are identified by the department and are subcontractors to the General Prime Contractor.

(f) “General Prime Contractor” is a contractor that enters into a contract with the state to perform all work as required by the Contract Documents and enters into contracts with subcontractors including MEP Subcontractors identified by DFD.

(g) “Non-MEP Subcontractor” is a subcontractor to a General Prime Contractor in divisions of work other than mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the General Prime Contractor.

(h) “Subcontractor” is all subcontractors on a project. This includes MEP Subcontractors, subcontractors to the MEP Subcontractors, and Non-MEP Subcontractors.

(i) “Contractor” is all contractors working on a project regardless of contractual relationship. This includes the General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all Subcontractors, regardless of tier of subcontract.

**4. FUNCTIONS**

Requirements that apply to the "Bidder" should be included in the Bidding Documents. Requirements applicable to the "General Prime Contractor" should be included in either the Contract Forms, General Requirements, or in the Technical Specifications. Bidding requirements and Contract requirements should never be intermixed.

A subject should be covered only under that part of the "Specifications" in which it properly belongs. It should not be repeated elsewhere.

**5. ADAPTABILITY**

The arrangement of the Specifications, as described herein, is adaptable to small and simple jobs as well as to large and complex jobs. It is suitable for jobs having State funds only. A Supplementary General Condition is provided herein to convert the documents to use for projects with Federal funds.

**6. BASIC PRINCIPLES OF ARRANGEMENT**

The Specifications should reflect prevailing practices in the construction industry.

All paragraphs in the specification sections and any addenda should be identified by numbering each line for ease in reference. Any other type of paragraph identification should be avoided.

Every type and kind of work shown on the drawings, or to be otherwise included in the contract, should be covered somewhere in the specifications. Although drawings and specifications serve complimentary functions, neither is capable of standing alone. Where an item is shown on the drawings and there is no supporting applicable specification, the Contractor is more or less free to make a selection as to quality and in some cases may even select the actual material he considers suitable for the item. If this happens, and DFD wishes to have something better than minimum quality, DFD is likely to pay an "extra" to obtain the quality desired.

The "Technical" Specification should be divided into "Sections". Each Section should cover the work of one subcontractor or part of such a subcontract. Each Section should fully delineate and completely describe all of the work within the subcontract and how it ties in with the work of others.

The subletting of the work covered by several different Sections to one subcontractor is not precluded.

State licensing laws should be observed. Each type of license requires a separate specification Section, i.e., "Plumbing" and "Fire Suppression/Protection Sprinklers" should not be combined in one Section.

New products appearing on the market should not be buried inconspicuously in a long Section, but should be placed in a separate Section so that it stands out.

Two types of information are given (1) reference and (2) detailed requirements. A requirement should not be repeated, but a reference to the specific requirement may be referred to in other parts of the specifications. Thus, some mention of Bid Guarantee appears in both the Instructions to Bidders and in the Invitation to Bid, but the detailed requirements appear only in the Instructions to Bidders. The Invitation to Bid contains a brief reference to Bid Guarantee only because prospective bidders must know that it is required.

Overlapping of Sections should be avoided and omissions must be avoided.

When in doubt, write a separate Section.

**7. ORDER OF SEQUENCE**

The Table of contents should be placed immediately after the cover or title sheet. The word "Index" is not correct for this Table.

Addenda should follow the Table of Contents.

Division 01 should follow the Table of Contents and any addenda that may be issued. Division 01 shall consist of the following documents in the order shown:

The Bidding Documents which include:

MEP Invitation to Bid, which contains a description of the work

MEP Instructions to Bidders

Bid Form – Mechanical, Electrical, Plumbing, and Fire Protection (MEP)

Sealed Bid Envelope Label

Mechanical Electrical Plumbing and Fire Protection (MEP) Bid Bond Form

Designation of Confidential and Proprietary Information Form

DIVISION 01

General Requirements

Agency Specific Requirements (Corrections, Health Services, etc.)

01 33 00 Electronic Submittal Procedures

01 74 19 Construction Waste Management and Disposal

01 91 01 Commissioning Process

01 91 02 Commissioning Process

APPENDIX #1 – GENERAL PRIME CONTRACTOR (GPC) BIDDING AND CONTRACT DOCUMENTS

Form A - Affidavit of Compliance Form

Request for Submittal Approval Form

Request for Subcontractors Approval Form

CONTRACT FORMS

Performance Bond 100%

Payment Bond 100%

Contract Form

CONDITIONS OF THE CONTRACT

Index to the General Conditions

General Conditions of the General Prime Contractor Contract

Supplementary General Conditions (and Federal)

Submittal Log

**8. TYPES OF BIDS**

Base Bid: Describe the work being bid upon by the Contractor. The description of work is accomplished by referencing the Divisions of the Specifications that constitute the Base Bid.

Informational Bids: If required shall be clearly stated that they are included as part of their related Base Bid (not added to or deducted from) and shall be inserted in the Bid Form following their related Base Bid. Informational bids are amounts requested for accounting purposes and for allocation of funds only. It is not intended to omit any of the work described or related items from this project. Informational Bids will not be considered in establishing the lowest bid.

Unit Price Bids: The Bidder shall state the amount that is included in the Base Bid for all equipment, materials and labor required to complete the work described.

**9. TABLE OF CONTENTS**

The "Table of Contents" must be provided in the specifications. Its use is not merely limited to a quick reference to sections contained in the specifications, but is also used to enumerate the contents of the specifications and drawings that form a part of the Contract Documents.

The "Table of Contents" should have a heading that identifies the project title and project number, to relate it with the specific project.

The "Table of Contents" should identify all of the parts of the Specifications. It should list the number of pages in each section and it should include all Divisions and Sections of the Specifications and all sheet numbers of the drawings. If a project does not contain a specific section that is listed in the following Guide for Division 01, the section should be deleted.

This manual for preparation of specifications contains an example of the format to be used in composing a Table of Contents. The example does not necessarily contain all Divisions and Sections which would be normally included for a specific project. The Architect/Engineer should insert those Divisions and Sections, and edit the applicable items in Division 01 which pertain to the specific project.

Please note that DFD recently implemented a new Specification Section 01 32 50 – Building Information Modeling (BIM) Requirements. Please follow the BIM Guidelines for the use of this Specification Section.

**10. BIDDING DOCUMENTS**

MEP Invitation to Bid:

The purpose of the Invitation to Bid is to attract Bidders to bid on the project in sufficient numbers to obtain adequate competition in bidding.

The Invitation to Bid should be brief and simple, and should be free from extraneous and irrelevant subject matter not consistent with its purpose.

It should be limited to information that will tell a prospective Bidder whether the work is applicable to the Bidder, whether it is within the firm's capacity, and whether Bidder will have time to prepare a bid prior to bid opening.

Time for Preparing Bids and Due Dates: Adequate time in which to prepare bids is essential to sound and effective price competition. It is recommended for all major projects that there be at least 30 days from date Invitation to Bid is first published to date set for MEP bid opening. General Prime Contractor bid opening shall be 10 business days following the MEP bid opening. For all projects with a construction budget over $100,000, if there is a shortened bid period, the Invitation to Bid shall include a statement that there is a less than 30 day bidding period. Also, the Division requires the opening of all bids at 2:00 P.M. Tuesday, Wednesday, or Thursday only. Bids are not to be called for on Mondays, Fridays or the day following a holiday.

If mandatory attendance at a prebid tour is required for a project, it shall be stated in the Invitation to Bid that mandatory attendance is required.

MEP Instructions to Bidders:

The purpose of Instructions to Bidders is to state the requirements the Bidder must comply with when submitting the bid, including various "conditions" affecting the award.

In contrast to the brevity that is desirable in the Invitation to Bid, the Instructions to Bidders may be as lengthy as is necessary to explain all that the Bidder must comply with during the bidding period, up to the time the award is made, and shortly thereafter.

**The Architect/Engineer is required to develop a high-level milestone project schedule that shall be included in the Instructions to Bidders for both MEP bidders and General Prime Contractor bidders.** This schedule will contain start and end dates, by month, for each milestone. The Architect/Engineer must develop realistic schedule milestones for all contractors to base their bids on. These milestones will be incorporated into the master project schedule after the Notice to Proceed is issued. The schedule must include, but is not limited to, the following milestone categories as they apply to the project:

-Mobilization

-Excavation and Site Work

-Footings and Foundations

-Building Enclosure

-MEP Underground and Site Utilities

-MEP Overhead Rough-in

-MEP Finishes

-Pre-functional Testing and Commissioning

-Architectural Finishes

-Substantial Completion

The Architect/Engineer must insert this schedule in the table provided in the Commencement and Completion section of the Instructions to Bidders in both the MEP bid documents and the General Prime Contractor bid documents.

**The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors and General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP Subcontractor.**

Bid Form:

The Bid Form is the document upon which the Bidder quotes the price(s) for which the Bidder is willing to enter into a contract and to complete the work in conformance with the Contract Documents. It should be written so that all Bidders will be bidding on the same basis.

The Bid Form should contain all information required of the Bidder at the time of bid opening and nothing else.

The Bid Forms including addenda receipt and signature form is to be separately book marked within the PDF for ease of recipients printing for bid submission.

The base bid on the bid form must have spaces provided for the bidder to enter the numerical amounts for each.

Unit prices requested on Bid form must be supported in the applicable technical sections, with detailed information as to what the price covers and how it will be incorporated. Generalities will not suffice, such as using unit price intended for foundation wall to be used for concrete steps. A unit price on the Bid Form shall be accompanied by the unit measure upon which the price is based.

Addenda: The Bid Form should contain a statement that any addenda that have been issued were received and their cost included on the Bid Form. Addenda should be identified by number and date. Each should be acknowledged separately.

Commencement and Time of Completion of Work should be included in the Proposal so that all Bidders may bid on the same basis as to "time", the only variable then being "Price".

Bid Bond Form: This document is a preprinted form which must be obtained from DFD’s web page and inserted into the specification volume by the A/E. The Instructions to Bidders describe how this document is to be utilized.

Designation of Confidential and Proprietary Information Form: This document is a preprinted form which must be obtained from DFD’s web page and inserted into the specification volume by the A/E. The Instructions to Bidders describe how this document is to be utilized.

**11.** **GENERAL REQUIREMENTS**

The General Requirements section contains numerous articles that may, or may not apply to a particular project. The articles must be read thoroughly and edited to fit the project. In some cases, instructions to the Architect/Engineer have been included which is screen viewable in bold red print; these instructions must not be included in the finished specifications.

The General Requirements should include all non-technical requirements not covered by the General Conditions. An index should be provided.

All technical requirements of a "general" nature, not suitable for inclusion in any of the "trade" or "technical" Sections, should also be included under General Requirements.

The General Requirements format has been established to provide uniformity to the sequence in which the articles will appear when incorporated into the specification.

Articles or subjects that do not apply to the job at hand should have "Not applicable to this project." printed underneath the title of the article. The intent is to have all articles numbered the same from project to project.

The temporary facilities and utilities, as written, are to be used in their general sense. In all instances, the project requirements should be reviewed and specifications written accordingly. Obviously, remodeling should not be handled in same manner as new work, and the multimillion dollar project require a more refined and detailed specification than one required for a small utility type building. See example in this manual for use as guide specifications for Temporary Heat and Temporary Electrical Work.

The Architect/Engineer should incorporate into the General Requirements any special condition which the Contractor should be informed of, such as: steam or electrical facilities; parking, loading, access to site, or other special condition necessary to complete the work. Since these items are not generally encountered, they were not included in the Guide specification.

Insert the submittal log following the Supplementary General Conditions. A sample form is provided with the Master Specification – Front End. Alternate forms may be used if all pertinent information is included. List expected product submittals, shop drawings, mock-ups, training requirements, attic stock, tests, certificates, and required warranty certificates that are longer than the standard one year warranty period. Within each Division, list the construction submittals due at the beginning of the project followed by submittals that are due towards the end of construction.

The Architect/Engineer shall incorporate Section 01 91 01 or 01 91 02 into the specifications following the Appendices.

**12. APPENDIX #1 – GENERAL PRIME CONTRACTOR CONTRACT FORMS**

The Appendix #1 documents include: 1) documents required for the General Prime Contractor’s contract with DFD and 2) documents that the MEP Subcontractors and non-MEP Subcontractors may be required to use and should consider when bidding. The A/E must obtain these forms from the DFD website and insert them into the specification volume. Successful MEP bidders will be required to execute these documents when they enter into a subcontract with the successful General Prime Contractor.

The General Conditions consist of a document containing the rules which govern the contractual relationship between the state and its General Prime Contractor on a project. The A/E must obtain the General Condition document from the DFD website and insert it into the specification.

If the project has federal funding, the A/E must incorporate the Federal Supplementary General Conditions for insertion of the wage rates, regulations covering contractor’s payments to sub-contractor or insert the Federal Supplementary General Conditions. The list of debarred contractors that accompany the wage rates must also be added to the Supplementary General Conditions. The wage rates and list of debarred contractors are to be page numbered on the bottom center of each page as part of the Supplementary General Conditions.

**13. THE INDIVIDUAL (TECHNICAL) SECTIONS**

The Purpose of the Technical Section: The Technical Section governs the Subcontractor and Contractor by establishing the quality of materials and workmanship.

"Scope" Article of the Technical Section:

Each Technical Section should cover only one specific subject, subcontract, trade jurisdiction, or finished product that is to be identified in the introductory paragraph.

Each Technical Section should be cross-referenced to Division 01, and should contain the statement: "**Applicable provisions of Division 01 shall govern work of this section.**"

The scope article should contain an "Index" to each subject contained in that Section.

The scope article should also include a paragraph listing "related work of other sections".

The Format of the Technical Section:

The format of the Technical Section should be simple, direct, and complete and follow Construction Specifications Institute's format (Part 1 - General, Part 2 - Products and Part 3 - Execution).

The subject should be set forth clearly, concisely, and systematically. All work shown on the drawings should be covered in the specifications once and once only, under the appropriate Technical Section. State everything that needs to be stated, but state it in the fewest words consistent with the intended purpose. An excess of words lacks practical value, frequently results in confusion, and may discourage careful reading. However, use of "abbreviated" or short form specifications, or telegraphic language, using incomplete sentences often leads to misinterpretation and lack of understanding.

The complimentary purposes of the drawings and specifications should not be interchanged or duplicated. Drawings should show those project requirements that are best represented in graphic form such as size, shape, number, and location of the various elements while the specifications should include those requirements most readily expressed in words such as the required quality of materials and equipment, workmanship and other technical requirements. Notes on drawings should be made in broad, general terms, leaving more specific identification to the specifications. However, it is well to assure proper coordination by repeating on the drawings the exact terminology used in the specifications. The use of trade names on the drawings should be avoided.

All Sections, even if written by a consultant, should be written in the same format, and each Section should be a separate entity.

Each page of the Technical Section should have the section number, followed by the page number, and located at the bottom center of the page. This Explanation Section is a good example of the preferred system of page numbering.

The general subjects of the Technical Section should be clearly segregated and not repeated over and over again. General subjects comprise such topics as, Guaranty-Warranty, Shop Drawings, Samples, Tests, Inspections, Special Protection, Standards of Workmanship, Standards of Manufacture, Reference Specifications, Job Conditions, Sequence of Operations, Options, Cleaning, and other such topics of a general nature.

The detail or Technical Requirements of the section comprise such topics as Materials, Construction or Fabrication, and Installation. They must be written with competitive bidding in mind. Performance specifications may be used where no trade names or manufacturer's names are used, provided they are true performance specifications complete in every respect. When products or materials are specified by manufacturer or trade name, at least two or preferably three items of equal quality (similar price grouping and same or greater quality) should be named.

The Technical Section should have an ending. This can be done by simply typing a row of asterisks below final paragraph or by some other symbol indicating finality.

For convenience of reference and to facilitate letting of subcontracts, the Divisions are separated into SECTIONS. Where section numbers are omitted, no work in that section is included, or the work for that section is of a minor nature and is included in another section.

**14. PRE-PRINTED (READ-ONLY) DOCUMENTS**

The following documents are read-only and must be obtained from DFD’s web page and inserted into the specification volume by the A/E.

* Mechanical Electrical Plumbing (MEP) Bid Bond Form (DOA-4189)
* Designation of Confidential and Proprietary Information Form (DOA-3027)

The following read-only GPC Bidding and Contract Forms shall be inserted into the APPENDIX #1:

* Form A - Affidavit of Compliance – MBE/DVB Provisions (DOA-4266)
* Request for Submittal Approval Form (DOA-4523)
* Request for Subcontractors Approval (DOA-4225)

CONTRACT FORMS

* Performance Bond Form (DOA-4188)
* Payment Bond Form (DOA-4187)
* Contract Form (DOA-4504)

CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

* General Conditions of the General Prime Contractor Contract (DOA-4193P)

**15. PREPARATION OF ADDENDA**

The Addenda, like all other documents to the Contract, must follow a certain format, including numbering each line for ease in reference, and contain the necessary information that will clearly identify it with the Contract Documents and to be made a part thereof.

The Addendum shall have a heading that provides the Addendum number, date of issue, project title, location, and project number. The bid closing time and date shall always be included in the Addendum. A standard paragraph will then follow which stipulates the purpose of the Addendum.

The body of the addendum should consist of four parts as applicable: Changes to Bidding Requirements, Changes to Conditions of Contract, Changes to Specifications and Changes to Drawings. Should one or more of these parts not be changed, “N/A” should be indicated under the applicable heading. Each addendum item must be sequentially numbered, without repetition.

Changes made to the Contract Documents shall always be listed in the Addendum in the same numerical sequence as they occur in the original documents.

When referencing an item in the specifications, such reference shall include the following, in the order listed: Section number and title, page number, line number, and then pertinent information concerning the item being changed.

When referencing an item in the drawings, such reference shall include the following, in the order listed: Drawing Sheet Number; word description of item being changed such as 1st Floor plan, Door Schedule, North elevation, etc.; detail or section number; followed by description of change.

Closing on the Addendum shall consist of the title block for the Architect/Engineer and for the Division of Facilities Development.

Holding addendum information for consolidation into one large addendum is not desired. The Architect/Engineer shall endeavor to release addenda in sufficient time for Bidders to review and incorporate into their bids. Bidders are requested to bring inadequacies, omissions or conflicts to Architect/Engineer's attention at least 10 days before MEP bidding commences. If a project does not include any mechanical, electrical, plumbing or fire protection division of work, bidders shall bring inadequancies, omissions or conflicts to the Architect/Engineer’s attention at least 10 days before GPC bid opening. **The Architect/Engineer is therefore requested to submit his last addendum to DFD no less than 9 days prior to Bid Opening so that DFD can issue it no less than 7 days prior to bid opening.** Approval from DFD must be obtained to waive this requirement. If this requirement is waived, and an addendum is issued less than 7 days prior to bid opening, it shall contain an extension of the bid opening date for no less than 7 days from the present bid opening date.

Any change to the Bid Form by addendum shall require that the complete corrected Bid Form be reissued rather than only reference the changes to be made. The corrected Bid Form shall have a heading to read: "REVISED BID FORM" and have page numbers C-1(REV), C-2(REV), etc.

DFD will issue an addendum if a successful MEP bid is withdrawn or rejected after the MEP Subcontractors have been identified but before the General Prime Contractor bid opening. This addendum will include a revised list of successful MEP bids that must be included in General Prime Contractor bids and will move the General Prime Contractor bid opening five days later to allow bidders sufficient time to update their bids based on the revised MEP list.

**16. SUPPLEMENTARY GENERAL CONDITIONS**

The General Conditions were created for use on projects that are State funded. In order to adapt these documents to fit projects with Federal funds, an additional Supplementary General Conditions is provided herein, which incorporate the necessary language that will satisfy Federal agency requirements.

When the Federal Supplement is used, it shall be used in lieu of the Standard State Supplementary General Conditions. Everything contained in the Standard State Supplement has been incorporated into the Federal Supplement to alleviate any need of transferring information. Incorporate the appropriate commissioning technical section into the specifications following the General Requirements.

**17. JOB SIGN**

Job sign identified as Appendix #2 to the General Requirements Section is to be used for projects involving State funds. Job signs are not to be used on projects unless duration of more than 365 days is specified for project.

**18. SUBMITTAL OF ELECTRONIC BIDDING DOCUMENTS AND ADDENDA**

The original documents shall be submitted to DFD via the eBuilder Project Management Information Site (PMIS) through the proper processes for reproduction and distribution in an electronic format. All documents must be compiled and formatted to facilitate review and printing by recipients of the electronic document files as though it were a printed specification volume. Specific instructions intended to assist A/E’s in preparing and submitting electronic documents (“print ready” drawing files, specification volumes, and addenda) to DFD for distribution are available in Article 5.E.2 of the AE Policy & Procedure Manual.

\*\*\*

**GUIDE FOR DIVISION 01**

**NAME OF PROJECT**

**NAME OF BUILDING OR FACILITY**

**NAME OF INSTITUTION**

**NAME OF OWNER AGENCY**

**CITY OR COUNTY, WISCONSIN**

**MEP (Mechanical, Electrical, Plumbing, and Fire Protection)**

**SELECT ONE OF THE FOLLOWING: BID DOCUMENT, CONSTRUCTION DOCUMENT, RECORD DOCUMENT**

**VOLUME 1**

**NOTE: BOLD project numbers and capitalize any letters used in the project numbers THROUGHOUT THE ENTIRE DOCUMENT.**

Division Project No. **Insert Division Project Number**

Federal Project No. **Insert Federal Project Number \*\***

**DATE**

FOR

The STATE OF WISCONSIN

Department of Administration

Division of Facilities Development

State of Wisconsin Administration Building - 7th Floor

101 East Wilson Street - P.O. Box 7866

Madison, WISCONSIN 53707

**SEAL**

By

**A/E'S NAME, ADDRESS AND TELEPHONE NUMBER**

**LIST CONSULTANTS, IF ANY**

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**\*\* NOTE: Those items identified with double asterisk indicate that these documents are intended to be used only for those projects which are federally funded.**

Division Project No. **Insert Division Project number.**

**Federal Project No. Insert Federal Project number. \*\***

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**NOTE TO ARCHITECT/ENGINEER:**

**All drawings and schedules are to be PDF separately as well as those included at the back of the specifications are to be listed (listed individually by title and page or sheet numbers or grouped as shown above) in the Table of Contents as referred to in the General Conditions article entitled "Contract Documents". Items included at the back of the specifications are to be included within the specification PDF.**

\*\*\*

**MEP INVITATION TO BID** **(Rev 3/2024)**

DIVISION OF FACILITIES DEVELOPMENT

**NAME OF PROJECT**

**NAME OF** **BUILDING OR FACILITY**

**NAME OF INSTITUTION**

**NAME OF OWNER AGENCY**

**CITY OR COUNTY, WISCONSIN**

Division Project No**. Insert Division Project Number**

**Federal Project No.** **Insert Federal Project Number \*\***

**BID SUBMISSION DUE by 1:00PM, BID OPENING for MEP BIDDERS**: **2:00 P.M.,** **Insert bid opening date.**

**BID SUBMISSION DUE by 1:00 PM, BID OPENING for GPC BIDDERS: 2:00 P.M., Insert bid opening date.**

OWNER: State of Wisconsin, Department of Administration (DOA), Division of Facilities Development, hereinafter termed DFD.

**All potential bidders must be certified by DOA prior to submitting bids on state construction projects over $100,000**. All bids received from contractors who are not certified will be rejected.Contractor certification applications and instructions for completing the form may be obtained from the DOA Website DFD Contractor Certification page: <https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx> or upon request from DFD-- email [dfdcertification@wisconsin.gov](mailto:dfdcertification@wisconsin.gov).

This project is being let using the single prime bidding and contracting process.DFD will publicly bid the applicable mechanical, electrical, plumbing, and fire protection (MEP) divisions of work **first.** Within 5 days of the MEP bid opening, DFD will identify a lowest, qualified, responsible, certified bidder in each applicable MEP division of work. These successful MEP bids must be included in all general prime contractor bids received. No later than 5 days after DFD identifies the successful MEP bids, DFD will publicly open general prime contractor bids. **General prime contractor bids that do not include the successful MEP bids will be rejected.** The state will enter into a single contract with the lowest, qualified, responsible, certified general prime contractor and this general prime contractor will enter into subcontracts with the successful MEP bidders.

Sealed bids will be received as follows, before the time indicated above:

* **PDF scanned file of all required bid documents, including bid and bid bond forms with original wet signatures or properly transmitted electronic signatures (only PDF files will be accepted) submitted via the eBuilder Bidding Portal (this is the preferred method);**
* **US Mail or Third-party delivery (UPS, Fedex, or DHL) to State of Wisconsin, Administration Building, 7th Floor, 101 East Wilson Street, Madison, Wisconsin 53703; or**
* **Hand delivery to the drop box labeled SEALED BIDS ONLY in front of the State of Wisconsin Administration Building located at 101 East Wilson Street, Madison, Wisconsin 53703.**

The bidder is responsible for the sealed bid being delivered to the indicated location or submitted via the eBuilder Bid Portal before the time specified for the bid submission. Third party delivery is entirely at the bidder's risk.

Bid opening will be conducted via Microsoft Teams. Bidders may call the Microsoft Teams teleconference number: (608) 571-2209, conference ID: 484 588 360#, on the day of the bid to hear the bid results announced on the day bids are due. The conference line will be open at 1:45 P.M. CDT and all bids will be opened after 2:00 P.M. CDT. Bidders may also join the Microsoft Teams meeting via Microsoft Teams:

[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmIxOWU2MzEtODJkNi00ZDFiLThiOTYtYTZiMjM0MzNjZDU5%40thread.v2/0?context=%7b%22Tid%22%3a%22f4e2d11c-fae4-453b-b6c0-2964663779aa%22%2c%22Oid%22%3a%2216987bcd-db9d-4075-aa58-5b60d229f4e3%22%7d" \t "_blank)

In general, the work consists of: Give a brief description of the type of construction project location(s), number of floors and square feet to give the bidder an idea whether the project is within the bidder's construction ability and capacity. Avoid the use of abbreviations and acronyms. The project description must be exactly the same in the MEP and GPC documents. Use the project description from the most recent State Building Commission action document, if applicable. (DO NOT BOLD FONT)

**NOTE: Add the following information for Class 1 Notice if applicable to the project. Delete this section if not applicable.**

**CLASS 1 NOTICE:**

**Notice is hereby given in accordance with Section 16.855(10), Wisconsin Statutes, that the Division believes it is in the best interests of the State to contract the following work from only one source, without the usual statutory procedures:**

* **Provide bullet point list of sole source items (include a reference to the Specification Section, bold all Class 1 Notice text)**

Bidding documents (drawings, specifications, and addenda) may be obtained only as electronic files (in PDF format)**:** as a downloadable file from the Division’s Projects Bidding website (see website address below). Bidding documents may also be seen at various Builders' Exchanges. Additional project bidding information, including plan holders lists are available on the Division of Facilities Development public website: <https://doa.wi.gov/Pages/AboutDOA/FacilitiesDevelopment.aspx>. Bid submissions will occur in a unique bid portal link available in each bid advertisement. After opening the Bid Portal link, confirm your company and contact details, then click save. No deposit is required to obtain documents for bidding purposes.

**Base Bids will be received as a single lump sum bid for: 2) Fire Protection (Fire Suppression); 3) Plumbing; 4) Mechanical (Heating, Ventilating, Air Conditioning); and 5) Electrical.**

**Delete from or add to the list of lump sum bidders as appropriate. If a division of work is not applicable to the project, delete only that division of work from this sentence. Do not renumber the Base Bid numbers for the remaining divisions of work (Example: Base Bid 3 Plumbing will always be Base Bid 3 even if Base Bid 2 Fire Suppression is deleted.**

Bid Guarantee in the amount of 10% of the Bid must accompany each bid submitted.

**NOTICE: The 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) repealed Wisconsin’s prevailing wage laws. Effective September 23, 2017, state prevailing wage requirements on state building projects no longer apply. These changes take effect for projects advertised for bid after September 23, 2017. This change does not affect the Federal Davis Bacon Act requirements. This project contains Federal Funding that requires Contractors to meet federal requirements for all products and materials used on this project. Please refer to the Supplementary General Conditions for guidance and reporting requirements regarding the Build America, Buy America (BABA) Act. (Delete this sentence if not applicable)**

**NOTE: Prebid tour information, when applicable, shall be stated in the Invitation to Bid with the date, time, location and contact person. If a prebid tour is being conducted, please indicate whether attendance is mandatory (not recommended – if requiring this, two tours must be offered), or non-mandatory (more typical, and recommended).**

EXAMPLE TEXT, PLEASE USE ONE OF THE FOLLOWING (DO NOT BOLD FONT):

Option 1: A [mandatory/non-mandatory] pre-bid tour is scheduled for [Date & Time] at [Location]. It is encouraged that contractors attend. Please contact [A/E Contact Name, Phone, Email] for additional information. \*\* NOTE: If a pre-bid tour is mandatory (not recommended), two tours must be offered.

Option 2: A formal pre-bid tour will not be conducted for this project; however, a site visit is encouraged. Please contact [Agency Contact Name, Position, Phone] with questions or to set up a time to visit the site.]

Option 3: A non-mandatory pre-bid conference will be held on [DATE], promptly at [TIME]. The pre-bid conference will be held virtually via live webinar at the scheduled date and time. Advance registration for participation in the webinar is required and bidders should contact [AE of RECORD] 36 hours in advance of the pre-bid conference to receive information.

AE FIRM

Contact

Email

Telephone

No in-person pre-bid tour will be offered. Bidders are welcome to visit the site to walk the exterior to see conditions during the hours of xx:xx am – xx:xx pm

Option 4: A formal in-person pre-bid tour will not be conducted for this project; however, building tour videos are posted at the following link for download. [INCLUDE LINK].

Bidding Documents will be available online immediately upon the project being advertised for bid.

\*\*\*

**MEP INSTRUCTIONS TO BIDDERS** **(Rev 3/2024)**

Division Project No. **Insert Division Project number.**

**Federal Project No. Insert Federal Project number. \*\***

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**1.** **DEFINITIONS**

In this document, the following terms are defined as:

(a) "Mechanical, electrical, or plumbing subcontractor" (“MEP Subcontractor”) is a contractor that performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection (fire suppression) work for the Project, and enters into a contract with the General Prime Contractor to perform their division of work.

[16.855(1g)(b)](http://docs.legis.wi.gov/document/statutes/16.855(1g)(b)) (b) "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)1.

[16.855(1g)(c)](http://docs.legis.wi.gov/document/statutes/16.855(1g)(c)) (c) "Qualified responsible bidder" means a contractor who is a qualified bidder and who is a responsible bidder.

[16.855(1g)(d)](http://docs.legis.wi.gov/document/statutes/16.855(1g)(d)) (d) "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)2.

[16.855(1g)(e)](http://docs.legis.wi.gov/document/statutes/16.855(1g)(e)) (e) "Single prime contracting" means bidding and contracting through a process in which only a general prime contractor has a contractual relationship with the state and all mechanical, electrical, or plumbing subcontractors are identified by the department and are subcontractors to the General Prime Contractor.

(f) “General Prime Contractor” is a contractor that enters into a contract with the state to perform all work as required by the Contract Documents and enters into contracts with subcontractors including MEP Subcontractors identified by DFD.

(g) “Non-MEP Subcontractor” is a subcontractor to a General Prime Contractor in divisions of work other than mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the General Prime Contractor.

(h) “Subcontractor “is all subcontractors on a project. This includes MEP Subcontractors, subcontractors to the MEP Subcontractors, and Non-MEP Subcontractors.

(i) “Contractor” is all contractors working on a project regardless of contractual relationship. This includes the General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all Subcontractors, regardless of tier of subcontract.

**2. GENERAL**

Time for bid opening shall be the prevailing central standard or daylight saving time in force at Madison, Wisconsin, on the date set forth in the Invitation to Bid.

All potential bidders must be certified by DOA **prior** to submitting bids on state construction projects over $100,000. All bids received from contractors who are not certified will be rejected.Contractor certification applications and instructions for completing the form may be obtained from the DOA Website DFD Contractor Certification page: <https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx> or upon request from DFD--email [dfdcertification@wisconsin.gov](mailto:dfdcertification@wisconsin.gov).

This project is being let using a new single prime bidding and contracting process. DFD will publicly bid the applicable mechanical, electrical, plumbing, and fire protection (MEP) divisions of work first. Within 5 days of the MEP bid opening, DFD will identify a lowest, qualified, responsible, certified bidder in each applicable MEP division of work. These successful MEP bids must be included in all general prime contractor bids received. No later than 5 days after DFD identifies the successful MEP bids, DFD will publicly open general prime contractor bids. General prime contractor bids that do not include the successful MEP bids will be rejected. The state will enter into a single contract with the lowest, qualified, responsible, certified general prime contractor and this general prime contractor will enter into subcontracts with the successful MEP bidders.

DFD will issue an addendum if a successful MEP bid is withdrawn or rejected after the MEP Subcontractors have been identified but before the General Prime Contractor bid opening, This addendum will include a revised list of successful MEP bids that must be included in General Prime Contractor bids and will move the General Prime Contractor bid opening five days later to allow bidders sufficient time to update their bids based on the revised MEP list.

Before submitting a bid, the Bidder shall examine all of the Bidding Documents listed in the Table of Contents of these specifications. The successful Bidder will be required to do all work which is shown on the drawings, mentioned in the specifications or reasonably implied as necessary to complete the division of work being bid for this project.

The Bidder shall visit and examine the site to become acquainted 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.

Failure to visit the site or failure to examine any and all Bidding Documents will in no way relieve the successful Bidder from the necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with the Bidding Documents. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

All bidders shall have established and diligently maintained a satisfactory safety program, and if eligible for Experience Modification Rating (EMR), must have a rating of 1.20 or less as established by the Wisconsin Compensation Rating Bureau (WCRB) or the National Council on Compensation Insurance (NCCI).

Please note, this project incorporates new DFD technical specification section 01 32 50 - Building Information Modeling Requirements. This specification section details administrative and procedural requirements necessary to prepare coordination documents, including a Building Information Model (BIM) using three dimensional elements. The purpose of BIM is to create a model that will be used for coordination of all trades through the construction lifecycle. *(Note to Designer: Delete this text if Specification Section 01 32 50 is not included in the document set.*

**3. DRAWINGS AND SPECIFICATIONS**

The drawings and specifications that form a part of these Bidding Documents are listed in the Table of Contents of these specifications.

Complete sets of the Bidding Documents for all trades will be issued to all Bidders, irrespective of the category of work to be bid on, in order that all Bidders may be familiar with the work of other trades as they affect their bid.

**4. INTERPRETATION**

No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during the bid period. Bidders shall bring inadequacies, omissions or conflicts to the Architect/Engineer's attention at least ten (10) days before MEP bidding commences. If a project does not include any mechanical, electrical, plumbing, or fire protection divisions of work, bidders shall bring inadequacies, omissions or conflicts to the Architects/Engineer’s attention at least ten (10) days before GPC bid opening. Prompt clarification will be supplied to all bidders of record by addendum.

Failure to so request clarification or interpretation of the drawings and specifications will not relieve the successful Bidder of responsibility. Signing of the subcontract with the General Prime Contractor will be considered as implicitly denoting that the MEP Subcontractor has thorough understanding of the scope of work and comprehension of the Bidding Documents.

Neither the Architect/Engineer nor DFD will be responsible for verbal instructions.

**5. MANDATORY PRE-BID DOA CERTIFICATION**

All potential bidders must become certified as qualified and responsible bidders **before** they can bid on state projects over $100,000. The criteria for determining certification of qualified and responsible bidders are itemized in Wis. Stat. s. 16.855(9m). If DFD determines that more experience is necessary for a particular project, DFD may include additional requirements.

**6. BID GUARANTEE**

A bid bond prepared on the Bid Bond Form bound herein, payable to the State in the amount not less than 10% of the maximum bid shall accompany each bid as a guarantee. A bank certified check or a cashier’s check may accompany each bid as a guarantee pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s). Failure to enter into the contract (including failure to obtain certificate of insurance and separate 100% performance and 100% payment bonds) with the General Prime Contractor may result in forfeiture of the Bid Bond. The company issuing the Bonds must be licensed to do business in Wisconsin.

Any bid which is not accompanied by a bid guarantee will not be accepted and will not be read at the bid opening.

All checks tendered as bid guarantee, except those of the three lowest bidders, will be returned to their makers within three (3) days after bid opening. All such retained checks will be returned immediately upon execution of the contract between the General Prime Contractor and the MEP Subcontractor.

**7. WITHDRAWAL OF BIDS**

Prior to the time fixed for bid opening, hand delivered or mailed bids may be withdrawn by written request from the Bidder, bids submitted within the eBuilder Bidding Portal may be withdrawn using the “Recall Bid” feature in the portal without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened.

After the bid has been opened, negligence on the part of the Bidder in preparing their bid confers **no** right for withdrawal of the bid without penalty.

If a bid contains an error, omission, or mistake, the bidder may limit liability to the amount of their bid guarantee by giving DFD written Notice, within seventy-two (72) hours of the MEP bid opening, of their intent not to execute the contract with the General Prime Contractor. If no such notice is given, DFD reserves the right to obtain the amount of the difference in bid price between the low bidder and the next low bidder.

**8. MEP BIDDER IDENTIFICATION**

Within 5 days of the MEP bid opening, DFD will identify a lowest, qualified, responsible, certified MEP Subcontractor in each applicable MEP division of work (as long as the cost does not exceed the amount of project funds available).

The lowest dollar amounts submitted by qualified, responsible, certified bidders on the SEPARATE BASE BIDS for various specified mechanical, electrical, plumbing, and fire protection divisions of the work; or

The lowest dollar amounts submitted by qualified, responsible, certified bidders on the COMBINED BASE BIDS for any combination of the Separate Base Bids for various specified mechanical, electrical, plumbing, and fire protection divisions of the work.

DFD reserves the right to reject any and all bids, or to waive any informality in any bid, or to accept any bid which will serve the best interests of the State.

**Edit the following paragraph if unit prices and/or informational bids are not being requested. Delete if neither unit prices nor informational bids are being used.**

Unit Prices and Informational Bids will not be considered in establishing low bidder.

**9. MEP SUBCONTRACT WITH GENERAL PRIME CONTRACTOR**

The General Prime Contractor will offer the successful MEP Bidder (s) a subcontract. A contract entered into between a General Prime Contractor and a MEP Subcontractor must include a scope of work clause identical to the scope of work clause included in the MEP Subcontractor bid documents. A General Prime Contractor and an MEP Subcontractor may not enter any agreement in connection with bids submitted that would alter or affect the scope or price of the contracts entered into. This prohibition does not apply to DFD change orders that result in changes to the plans or specifications, or to back charges allowed by the contract.

The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors and General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP Subcontractor.

As the work progresses under any MEP subcontract for construction of a project, the General Prime Contractor shall, upon request of a subcontractor, pay to the subcontractor an amount equal to the proportionate value of the subcontractor's work properly completed, less retainage. The retainage shall be an amount equal to not more than 5 percent of the subcontractor's work completed until 50 percent of the subcontractor's work has been completed. At 50 percent completion, no additional amounts may be retained, and partial payments shall be made in full to the subcontractor unless the department certifies that the subcontractor's work is not proceeding satisfactorily. At 50 percent completion or any time thereafter when the progress of the subcontractor's work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 10 percent of the value of the work completed. Upon substantial completion of the subcontractor's work, any amount retained shall be paid to the subcontractor, less the value of any required corrective work or uncompleted work. All payments the General Prime Contractor makes under this paragraph shall be within 7 calendar days after the date on which the General Prime Contractor receives payment from the department.

The contract entered into between the General Prime Contractor and an MEP Subcontractor must contain all of the following clauses:

**Scope of Work**. The MEP Subcontractor scope of work is identical to the General Prime Contractor scope of work included in these bidding and contract documents. By submitting and signing a bid, all bidders have examined all of the Bidding Documents listed in the Table of Contents of the project specifications. The successful bidders will be required to do all work which is shown on the drawings, mentioned in the specifications, or reasonably implied as necessary to complete the division of work bid for this project.

**Prompt Payment.** (general prime contractor) shall pay (mechanical, electrical, or plumbing subcontractor) in accordance with section 16.855(19)(b), Wisconsin stats, for work that has been satisfactorily completed and properly invoiced by (mechanical, electrical, or plumbing subcontractor). A payment is timely if it is mailed, delivered, or transferred to (mechanical, electrical, or plumbing subcontractor) by the deadline under section 16.855(19)(b), Wisconsin stats.

If (mechanical, electrical, or plumbing subcontractor) is not paid by the deadline in this contract, (general prime contractor) shall pay interest on the balance due from the eighth day after the (general prime contractor) receives payment from the Department of Administration for the work for which payment is due and owing to (mechanical, electrical, or plumbing subcontractor), at the rate specified in section 71.82, Wisconsin stats., compounded monthly.

A (mechanical, electrical, or plumbing subcontractor) that receives payment as provided under this contract and that subcontracts with another entity shall pay those subcontractors, and be liable for interest on late payments to those subcontractors, in the same manner as the (general prime contractor) is required to pay the (mechanical, electrical, or plumbing subcontractor) under this contract.

**Insurance and Bonds.** (mechanical, electrical, or plumbing subcontractor) shall not commence work under this contract until it has obtained all necessary insurance required of (mechanical, electrical, or plumbing subcontractor) in the contract between the (general prime contractor) and the Department of Administration. (mechanical, electrical, or plumbing subcontractor) shall provide a separate 100 percent performance bond and a separate 100 percent payment bond to the benefit of the (general prime contractor) as the sole named obligee. Original bonds shall be given to the (general prime contractor) and a copy shall be given to the Department of Administration no later than 10 days after execution of this contract.

**Indemnification.** To the fullest extent permitted by law, (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold harmless (general prime contractor) and its officers, directors, agents, and any others whom (general prime contractor) is required to indemnify under its contract with the department, and the employees of any of them, from and against claims, damages, fines, penalties, losses, and expenses, including but not limited to attorney fees, arising in any way out of or resulting from the performance of the work under this contract, but only to the extent such claim, damage, fine, penalty, loss, or expense: (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including but not limited to loss of use resulting therefrom and is caused by the negligence, or acts or omissions, of (mechanical, electrical, or plumbing subcontractor), its subcontractors, any of their employees, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (2) as related to such claims, damages, fines, penalties, losses, and expense of or against (general prime contractor), results from or arises out of the negligence of the (general prime contractor) or other fault in providing general supervision or oversight of the work of (mechanical, electrical, or plumbing subcontractor) or (3) as related to claims, damages, fines, penalties, losses, and expense against the Department of Administration, arises out of the department’s status as owner of the project or project site.

In addition (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold harmless (general prime contractor) and its officers, directors, agents, and any others (general prime contractor) is required to indemnify under its contract with the department, and the employees of any of them, from any liability, including liability resulting from a violation of any applicable safe place act, that (general prime contractor) or the state incurs to any employee of (mechanical, electrical, or plumbing subcontractor) or any third party where the liability arises from a derivative claim from said employee, when the liability arises out of the failure of the (general prime contractor) or the state to properly supervise, inspect, or approve the work or work area of (mechanical, electrical, or plumbing subcontractor), but only to the extent that the liability arises out of the acts or omissions of (mechanical, electrical, or plumbing subcontractor), its employees, or anyone for whom (mechanical, electrical, or plumbing subcontractor) may be liable, or from (mechanical, electrical, or plumbing subcontractor’s) breach of its contractual responsibilities or arises out of (general prime contractor’s) negligence or other fault in providing general supervision or oversight of (mechanical, electrical, or plumbing subcontractor’s) work or arises out of the Department of Administration’s status as owner of the project or project site. In claims against (general prime contractor) or the state by an employee of (mechanical, electrical, or plumbing subcontractor) or its subcontractors or anyone for whose acts (mechanical, electrical, or plumbing subcontractor) may be liable, the indemnification obligation of this paragraph is not limited by a limitation on amount or type of damage, compensation, or other benefits payable by or for the (mechanical, electrical, or plumbing subcontractor) subcontractors under workers compensation act.

Except as identified above, the obligations of (mechanical, electrical, or plumbing subcontractor) under this indemnification do not extend to the liability of (general prime contractor) and its agents or employees arising out of (1) preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; (2) the giving of or failure to give directions or instructions by the (general prime contractor) or the Department of Administration or their agents or employees provided the giving or failure to give is the cause of the injury or damage; or (3) the acts or omissions of other subcontractors.

**Retainage.** Retainage shall occur and be in amounts and on a schedule equal to that in the contract between (general prime contractor) and the Department of Administration.

**10. CONTRACT INTERESTS BY STATE PUBLIC OFFICIALS**

In accordance with section 19.45(6) of the Wisconsin Statutes, no state public official, member of a state public official's immediate family, nor any organization with which the state public official or a member of the official's immediate family owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than $3,000 within a twelve (12) month period, in whole or in part derived from state funds unless the state public official has first made written disclosure of the nature and extent of such relationship or interest to the board and to the department acting for the state in regard to such contract or lease. Any contract or lease entered into in violation of this subsection may be voided by the state in an action commenced within three (3) years of the date on which the ethics board, or the department or officer acting for the state in regard to the allocation of state funds from which such payment is derived, knew or should have known that a violation of this subsection had occurred. This subsection does not affect the application of s.946.13.

**11. MINORITY BUSINESS ENTERPRISE AND DISABLED VETERAN-OWNED BUSINESS INVOLVEMENT**

“Minority Business Enterprise” (MBE) means: a business certified by the Wisconsin Supplier Diversity Program under Wis. Stat. s. 16.287(2).

“Disabled Veteran−Owned Business” (DVB) means: a business certified by the Wisconsin Supplier Diversity Program under Wis. Stat. s. 16.283(3).

General Prime Contractors are strongly encouraged to use MBEs and DVBs.

General Prime Contractor Bidders will be required to submit a “Form A Affidavit of Compliance – Minority Business Enterprise and Disabled Veteran-Owned Business Provision” with their bid or within seven days of the general prime contractor bid opening. This form will indicate the percentage of MBE/DVB participation commitment. Submission of a completed Affidavit of Compliance is an element of responsiveness. Failure to submit this completed form within the above time limits may be considered unresponsiveness and may result in contract award to the next apparent low bidder. All MEP Subcontractor Bidders shall also make every effort to encourage MBE and DVB involvement.

Every General Prime Contractor will be required to submit a report to DFD, on a monthly basis and upon completion of the contract, which identifies the Minority Business Enterprises and Disabled Veteran-Owned Business to whom work was directly subcontracted and the value of said work. Subcontractors, material suppliers, etc. under contract to a subcontractor of a General Prime Contractor may not be used for reporting purposes under this paragraph unless certified by the the Wisconsin Supplier Diversity Program office. An MBE/DVB monthly report form will be sent to the General Prime Contractor after the Notice to Proceed is issued.

For assistance in identifying DOA certified MBE and DVB companies:

1. Search the Supplier Diversity Program’s Database for Diverse, Certified Suppliers <https://wisdp.wi.gov/Search.aspx>.

(Note: The search is dynamic and will allow you to search by Business Name, Construction Division of Work Codes, Products/Services, Owner Name, etc.)

1. Email the certified, diverse suppliers you wish to consider and copy the Wisconsin Supplier Diversity Program at [DiverseSpend@wi.gov](mailto:DiverseSpend@wi.gov) regarding logistics of them being considered for subcontracting opportunity.

(Note: GPCs are encouraged to give certified, diverse suppliers at least 10 business days’ notice when possible.)

1. Contact the Supplier Diversity Program with questions – [DiverseSpend@wi.gov](mailto:DiverseSpend@wi.gov), or visit their website at: <https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>.

**12. SUBSTANCE ABUSE PREVENTION**

Mission/Purpose: The State of Wisconsin recognizes and supports drug-free workplace programs as an important element in the national strategy to reduce the devastating effects of drug and alcohol abuse in our society. The State requires contractors, subcontractors, suppliers and vendors to establish and enforce drug-free workplace policies and programs that conform to Sec 103.503 of the Wisconsin Statutes.

Statement: The possession, use of, distribution or purchase of illegal drugs, or use of alcohol at work by any employee on State of Wisconsin construction job sites, is strictly prohibited.

The terms of this Substance Abuse Program Statement shall cover all construction personnel who are working on State of Wisconsin job sites. This includes employees of all Contractors, Subcontractors, contractor suppliers, and their employees working at the job site.

General Prime Contractor's and Subcontractor’s Written Program: Each General Prime Contractor and Subcontractor shall have in place a written Substance Abuse Program conforming to Sec 103.503(3) of the Wisconsin Statutes.

In addition, representatives of the State who believe that any General Prime Contractor's or Subcontractor’s employee may be under the influence of alcohol or drugs shall, where deemed appropriate, contact the General Prime Contractor’s or Subcontractor’s appropriate management/supervision authority and request that appropriate action be taken. The General Prime Contractor's or Subcontractor’s employer shall immediately remove an employee who is suspected of being under the influence of illegal drugs or alcohol shall be immediately removed from the job site.

Procedures for testing and handling of positive drug tests shall be in compliance and consistent with State and Federal laws.

Costs of Substance Abuse Programs and Testing: The cost associated with the development, implementation and enforcement of Substance Abuse Programs and any testing required shall be the responsibility of each individual General Prime Contractor and Subcontractor for their respective employees working on the job site. The State will not be responsible for any cost of substance abuse testing, rehabilitation or medical reviews related to substance abuse.

The General Prime Contractor and Subcontractors shall indemnify and hold the State harmless from any damages or other costs incurred that are related to the implementation or enforcement of any substance abuse policy or program.

**13. SECURITY FOR SEPARATE 100% PERFORMANCE AND SEPARATE 100% PAYMENT**

MEP Subcontractors will be required to deliver to the General Prime Contractor separate 100 % performance and 100 % payment bonds to the benefit of the General Prime Contractor as the sole obligee. Original bonds shall be given to the General Prime Contractor and a copy shall be given to DFD no later than 10 days after the execution of the subcontract. Separate 100% performance and separate 100 % payment bond forms are included in Appendix 1 of these instructions.

**14. TAXES**

The Bidder shall include in the bid, all Sales, Consumer, Use and other similar taxes required by law.

In accordance with section 71.80(16)(a), Wis. Stats., SURETY BOND; NONRESIDENT CONTRACTOR. "All nonresident persons, whether incorporated or not, engaging in construction contracting in this state as contractor or subcontractor and not otherwise regularly engaged in business in this state, shall file a surety bond with the department (Wisconsin Department of Revenue MS 5-77 Attn: Non-Resident Surety Bonds, 2135 Rimrock Rd., Madison, WI 53713, telephone (608)266-2776.) payable to the department of revenue, to guarantee the payment of income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld from wages of employees, together with any penalties and interest thereon. The amount of the bond shall be 3% of the contract or subcontract price on all contracts of $100,000 or more..."

**15. SUBMISSION OF BIDS**

All bids shall be submitted on the standard Bid Forms and only bids that are made on the Bid Forms will be considered. The entire Bid Form including the Addendum Receipt/Signature page, the Bid Bond Form (if used), and other supporting documents ( if any) shall be filled out and submitted in the manner specified hereinafter. **SPECIFICATIONS SHALL NOT ACCOMPANY BID.**

No bids for any subdivision or any subclassification of this work, except as indicated, will be accepted. Any conditional bid, amendment to the Bid Form or appendant thereto, the inclusion of any correspondence, written or printed matter, unsolicited material or data, or details of any nature other than the information specifically called for, will disqualify the Bid. Telecommunication alterations to the bid will not be accepted.

Space(s) are provided on the Bid Form for each Division of Work. Appropriate insertions are as follows: numerals indicating the cost of the work, $0 if there is no cost for the work, or the words ‘No Bid’ if the bidder is not intending to bid the work. Blank space(s) will be considered the same as ‘No Bid’.

**Bidders may submit separate base bids for any divisions of work they are certified to bid on (Fire Suppression, Plumbing, Heating, Ventilating and Air Conditioning, and Electrical).**

**Bidders may submit combined base bids for any combination of base bid categories if they are certified in each division of work included in their combined base bid.**

Any addendum issued during the time of bidding shall become a part of the Bidding Documents. Bidders shall acknowledge receipt of such addendum in the appropriate space provided on the Bid Form. A bid will be rejected if receipt of an addendum applicable to the award of contract has not been acknowledged on the Bid Form. Note that while acknowledging addenda in the bid portal is essential, it is not the only acknowledgement required. Ensure that all addenda are acknowledged on the provided lines of the DFD Bid Form to avoid potential rejection.

**15A. SUBMISSION OF BIDS IN EBUILDER BIDDING PORTAL**

Note: The eBuilder Bidding Portal uses a separate log in from the standard eBuilder accounts used for project access. To submit bids, bidders must create a Bidding Portal account. If this is your first time bidding, navigate to the unique bidding link and choose “Create Account” under “Are you a first time bidder?”

The preferred method for bid submission is a PDF scanned file of all required bid documents, including bid and bid bond forms with original wet signatures or properly transmitted electronic signatures (only PDF files will be accepted) submitted via the eBuilder Bidding Portal.

For bids being hand delivered, mailed, or sent via a third party deliver service, bidders are encouraged to submit their bids using the **SEALED BID** envelope label that is provided within the specifications. DFD is not responsible for bids not clearly labeled as required. Bids shall be signed, sealed, and delivered to the place indicated in the Invitation to Bid before the time designated in the Invitation to Bid. All bids shall be identified with the Project Name, Project Number, Project Location, and Category of Work being bid on, Bid Date, and the Name and Address of Bidder. **Delivery to a post office box does not constitute receipt of a bid.**

The eBuilder Bidding Portal will still require that bidders upload PDFs of bid forms, bonds, and powers of attorney containing e-signatures, e-corporate seals, and e-notaries affixed to each document in accordance with the Surety’s obligations. We will require telephone numbers for all signatories as well as the bond principal and issuing surety for oral verification. Bids must be accompanied by a bid guarantee, which may take the form of a properly executed DFD form of bid bond. If a bidder elects to use a bid bond as their bid guarantee, such bid bond must be accompanied by a power of attorney, which DFD will only accept as genuine if it is properly notarized. Wisconsin law permits the use of (electronic) remote online notarization if it is performed using **technology providers that have been approved by the Department of Financial Institutions (DFI).** If a bidder elects to use remote online notarization it is the responsibility of the bidder and its surety to ensure that the technology provider has been approved by DFI. DFD reserves the right to reject bids submitted electronically if a bidder uses a remote online notarization technology provider that has not been approved by DFI. A list of DFI approved technology providers can be found here: <https://www.wdfi.org/apps/NotaryTechProvider/TechProvider>

Bid forms containing electronic signatures must be obtained using approved software in order to be accepted**. DocuSign software and Adobe Digital Signature software are approved for e-signatures for submission of bids.** Use of any other e-signature software will require additional verification and approval at least three (3) business days prior to submission of bids. Please contact [doadfdmbidsubmission@wisconsin.gov](mailto:doadfdmbidsubmission@wisconsin.gov) regarding any proposed electronic signature software. Failure to obtain pre-approval may result in bid rejection.

1. **Accessing the Bid Package:**
   * Navigate to the projects out for bid page and select the project of interest
   * Click on the unique bid package link to access the eBuilder Bidding Portal.
   * Please note that the login credentials for the Bidding Portal will differ from your standard eBuilder Single Sign-On account login.
   * If this is your first time bidding, navigate to the unique bidding link and choose “Create Account” under “Are you a first time bidder?”
   * After logging into the Bid Portal, confirm your company and contact details, then click save.
   * Upon logging in to the project, locate and "Accept" the package invitation.
2. **Viewing and Downloading Documents:**
   * Navigate to the "Invitation Documents" tab to view and download all relevant project documents.
   * Any additional addenda notifications will be accessible under the "Addenda" section. Ensure to download the addenda files from the "Invitation Documents" tab.
3. **Submitting Your Bid:**
   * Return to the Bidding Portal and proceed to the "Response Form" section.
   * Step 1: Enter your bid amount and total cost in the designated fields.
   * Step 2: Upload your Bid Bond and Bid Form documents as required.
   * Step 3: Acknowledge any applicable addenda. Note that while acknowledging addenda in the bid portal is essential, it is not the only acknowledgement required. Ensure that all addenda are acknowledged on the provided lines of the DFD Bid Form to avoid potential rejection.

Bidders shall be responsible for the sealed bid being delivered to the place designated for bid opening before the time specified. Bids received after the time indicated in the Invitation to Bid will be rejected and returned to Bidder unopened.

Bids will be considered invalid and will be rejected if it has not been signed by the Bidder.

Bids will be rejected if the bidder is not certified by DOA in the division(s) of work they bid on and/or if their bid amount exceeds their certification threshold in that division of work.

**16. BASE BIDS**

Fire Protection (Fire Suppression), Plumbing, Mechanical (Heating, Ventilating and Air Conditioning), and Electrical Base Bids shall be received utilizing one or all methods of bidding as follows:

Separate Base Bids for the various divisions of the work.

**NOTE: Delete from or add to the list of lump sum bidders as appropriate. If a division of work is not applicable to the project, delete only that division of work from this section. Do not renumber the Base Bid numbers for the remaining divisions of work (Example: Base Bid 3 Plumbing will always be Base Bid 3 even if Base Bid 2 Fire Suppression is deleted.)**

Base Bid No. 2 Fire Suppression Work as per specification Division 21, applicable provisions of Division 01 and related drawings.

Base Bid No. 3 Plumbing Work as per specification Division 22, applicable provisions of Division 01 and related drawings.

Base Bid No. 4 Heating, Ventilating and Air Conditioning Work as per specification Division 23, applicable provisions of Division 01 and related drawings.

Base Bid No. 5 Electrical Work as per specification Division 26, 27, and 28 (delete unused division), applicable provisions of Division 01 and related drawings.

Combined Base Bids for any combination of Separate Base Bids for various divisions of the work.

Base Bid No.\_\_\_\_for\_\_\_\_\_\_\_, Base Bid No.\_\_\_\_for\_\_\_\_\_\_\_ and Base Bid No.\_\_\_\_for\_\_\_\_\_\_\_as per specifications, applicable provisions of Division 01 and related drawings.

**17. INFORMATIONAL BIDS**

**NOTE: If Informational Bids are not required for the project, delete text in this section and replace with the word “None”.**

The Bidder shall state the amount that is included in the Base Bid for all equipment, materials, and labor required to complete the work described. Informational bids are amounts requested for accounting purposes and for allocation of funds only. It is not intended to omit any of the work described or related items from this project.

Description of requested Informational Bids are as follows:

Informational Bid No. IA. Bidder shall state lump sum amount which is included in the Base Bid No**. 2,3,4,5 etc.** if**\_\_\_\_\_\_\_\_\_\_(DESCRIBE IN DETAIL)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**as per specification Section \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and indicated on Drawing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Informational Bid No. IB. Bidder shall state lump sum amount which is included in the Base Bid No**. 2,3,4,5 etc.** if**\_\_\_\_\_\_\_\_\_\_(DESCRIBE IN DETAIL)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**as per specification Section \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and indicated on Drawing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**18. UNIT PRICES**

Unit prices requested on the Bid Form shall be given and, if included in the General Prime Contract, will be used for additions to or deductions from amount of work required under the Contract. Unit prices shall include all costs of materials, labor, insurance, taxes, overhead and profit.

DFD reserves the right to reject any unit prices as given in the bid if they are considered excessive or unreasonable, or to accept any or all of the unit prices that may be considered fair and reasonable. If any unit price is rejected, the work governed by such unit price, if required, shall be treated as specified in General Conditions, Article entitled "Changes in the Work".

The Bidder shall refer to the Bid Form and the applicable technical section to determine the basis of unit measure and the detailed information related to each unit price item requested.

**19. STATED ALLOWANCES**

The Bidder shall include the following cash allowances in the bid:

**Insert “None” or describe allowance items including section reference “See Section (insert Section number)”**

**20. COMMENCEMENT AND COMPLETION**

The successful mechanical, electrical, plumbing, or fire protection Bidder must agree to commence the work on or after a date to be specified in a written "Notice to Proceed" issued by the General Prime Contractor and to fully complete all the work within **BOLD** **and UNDERLINE #** consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued. Refer also to General Conditions, Article entitled "Time for Completion of the Project.” **Additional information concerning schedule or seasonal completion of work may be added here.**

**The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors and General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP Subcontractor.** These milestones will be incorporated into the master project schedule after the Notice to Proceed is issued. The schedule must include, but is not limited to, the following milestone categories as they apply to the project:

**NOTE: Milestones to be listed chronologically; Start Date and End Date follow Month/Year format. Do NOT include specific dates. Schedule table is to be shown on one page. Allow a minimum of 60 days for bidding and contracting prior to mobilization. (Do not list bidding and contracting as a milestone). Milestone calendar must be on a single page and not split between two pages.**

|  |  |  |
| --- | --- | --- |
| **Start Date (Month/Year)** | **End Date (Month/Year)** | **Schedule Milestones** |
|  |  | Mobilization |
|  |  | Excavation and Site Work |
|  |  | Footings and Foundations |
|  |  | Building Enclosure |
|  |  | MEP Underground and Site Utilities |
|  |  | MEP Overhead Rough-in |
|  |  | MEP Finishes |
|  |  | Pre-functional Testing and Commissioning |
|  |  | Architectural Finishes |
|  |  | Substantial Completion |

n gh-nnclude the following milestonesn aboveMEP, Certified, Qualified and Responsible, etc

**21. WORK BY THE STATE**

The following work will be accomplished by DFD or will be let under separate contracts and will not be included under the General Prime Contract:

**Insert “None” or provide a bullet point list of work that DFD will complete under a separate contract. Provide clear description of whether the owner is furnishing and contractor installing, or owner furnishing and owner installing.**

**Supply a preliminary review set to the DFD Hazardous Materials Abatement Manager if the project includes renovation or demolition. Do not remove the following paragraph(s) without direction from DFD Hazardous Materials Abatement Manager unless 1) the project scope of work is only new construction that does not include demolition of an existing structure or utility or 2) the bid package includes asbestos abatement.**

**If the project involves building renovation, A/E shall insert the following paragraph to identify asbestos abatement work by the state.**

* ASBESTOS ABATEMENT - Removal of building materials identified as asbestos-containing materials (ACM) that will be disturbed by renovation work, including ACM thermal system insulation, ACM spray applied and trowel applied surfaces, cement-asbestos products, ACM flooring and associated ACM flooring mastics and friable miscellaneous ACM. (See General Requirements, HAZARDOUS SUBSTANCES for regulatory requirements, materials testing results, and MEP Subcontractor’s responsibility regarding ACM.)

**If the project involves building demolition, A/E shall insert the following paragraph to identify asbestos abatement work by the state.**

* ASBESTOS ABATEMENT - Removal of friable and category II non-friable asbestos-containing materials (WAC NR447) from buildings being demolished. (See General Requirements, HAZARDOUS SUBSTANCES for regulatory requirements, materials testing results, and MEP Subcontractor’s responsibility regarding ACM.)

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**BID FORM – MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION (MEP) (Rev 3/2024)**

DIVISION OF FACILITIES DEVELOPMENT

s.16.855 Wis. Stats.

**NAME OF PROJECT**

**NAME OF** **BUILDING OR FACILITY**

**NAME OF INSTITUTION**

**NAME OF OWNER AGENCY**

**CITY OR COUNTY, WISCONSIN**

Division Project No. **Insert Division Project Number**

Federal Project No. **Insert Federal Project Number \*\***

**BID SUBMISSION DUE by 1:00PM,**

**Mechanical, Electrical, Plumbing, and Fire Protection (MEP) Bid Opening: 2:00 P.M.,** **Insert MEP bid opening date.**

To: State of Wisconsin, Department of Administration, Division of Facilities Development

(a joint venture)

(Limited Liability Company (LLC)

(a corporation)

(a partnership)

We\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(an individual)

(Cross out inapplicable)

Of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street City County State Zip

hereby agree to execute a subcontract with the General Prime Contractor awarded the contract for the project designated above and to furnish satisfactory separate 100% Performance Bond and 100% Payment Bond in the amount specified no later than ten (10) days after execution of the subcontract with the General Prime Contractor, and to provide all labor and material required for the construction of the project designated above, for the prices hereinafter set forth, in strict accordance with the Bidding Documents prepared by **Name and Address of A/E preparing documents** for the Division of Facilities Development and dated **Same date as title page of these specifications and each sheet in the set of plans.**

(For use by General Prime Contractor to offer subcontract to the successful MEP bidders identified by DFD)

Contact Name: ­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IMPORTANT: BEFORE SUBMITTING YOUR BID, PLEASE VERIFY THAT:**

1. You have been **certified by DOA as a qualified and responsible bidder** for the amount of your bid within the division(s) of work being bid.
2. You have **entered all Bid amounts in numeric characters** (Example: $9,999);
3. You have **acknowledged receipt of all addenda;**
4. You have **signed the Bid Form**
5. You have **included a valid Bid Guarantee** for not less than 10% of the value of the bid as either:

a) a Bid Bond signed by the contractor and surety, with a Power of Attorney attached, **or**

b)a Cashier’s Check or Bank Check pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s). A Company or Personal Check will not be accepted.

**NOTE TO ARCHITECT/ENGINEER: It is DFD’s intention that the PDF printing of the bid form will separate each Base Bid on separate pages with the next page left intentionally blank and so noted that the page was left intentionally blank. For example Base Bid No. 2 should be printed on page C-2; Base Bid No. 3 should be printed on C-3, Base Bid No 4 on C-4, etc. If more than one page is needed for a base bid, repeat the title on the additional pages used. Edit the Bid Form only as noted.**

**FIRE SUPPRESSION**

BASE BID NO. 2 Fire Suppression Work fully complete as per Bidding Documents,

for the sum of ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

***Enter bid amount in numeric characters only*** *(Example: $9,999). See MEP Instructions to Bidders ‘Article 15 Submission of Base Bids’ for detailed instructions.*

UNIT PRICES (listed below are for additions to or deductions from amount of work required under the contract. See Instructions to Bidders ‘Article 18 Unit Prices’ for detailed instructions.) (Applicable to Base Bid No. 2)

**Unit Description Specification Section Unit Price Quantity Included in All Work**

**(Lump Sum Base Bid)**

Unit Cost Item Detail Section ## $\_\_\_\_\_\_ Per Unit XXX Units

Unit Cost Item Detail Section ## $\_\_\_\_\_\_ Per Unit XXX Units

Unit Cost Item Detail Section ## $\_\_\_\_\_\_ Per Unit XXX Units

***Enter bid amount in number characters only (Example $9,999)***

INFORMATIONAL BID NO. 1-IA, **(1-IB, etc.)** For accounting purposes only, the following lump sum amount has been included in Base Bid No. 1 for **Provide brief identifying statement relating to full description, if any, in Instructions to Bidders section.**

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

***Enter bid amount in numeric characters only*** *(Example: $9,999).*

**PLUMBING**

BASE BID NO. 3 Plumbing Work fully complete as per Bidding Documents,

for the sum of ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

***Enter bid amount in numeric characters only*** *(Example: $9,999). See MEP Instructions to Bidders ‘Article 15 Submission of Base Bids’ for detailed instructions.*

UNIT PRICES (listed below are for additions to or deductions from amount of work required under the contract. See Instructions to Bidders ‘Article 18 Unit Prices’ for detailed instructions.) (Applicable to Base Bid No. 3)

**Unit Description Specification Section Unit Price Quantity Included in All Work**

**(Lump Sum Base Bid)**

Unit Cost Item Detail Section ## $\_\_\_\_\_\_ Per Unit XXX Units

Unit Cost Item Detail Section ## $\_\_\_\_\_\_ Per Unit XXX Units

Unit Cost Item Detail Section ## $\_\_\_\_\_\_ Per Unit XXX Units

***Enter bid amount in number characters only (Example $9,999)***

INFORMATIONAL BID NO. 1-IA, **(1-IB, etc.)** For accounting purposes only, the following lump sum amount has been included in Base Bid No. 1 for **Provide brief identifying statement relating to full description, if any, in Instructions to Bidders section.**

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

***Enter bid amount in numeric characters only*** *(Example: $9,999).*

**HEATING, VENTILATING AND AIR CONDITIONING**

BASE BID NO. 4 Heating, Ventilating, Air Conditioning Work fully complete as per Bidding Documents, for the sum of

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

***Enter bid amount in numeric characters only*** *(Example: $9,999). See MEP Instructions to Bidders ‘Article 15 Submission of Base Bids’ for detailed instructions.*

UNIT PRICES (listed below are for additions to or deductions from amount of work required under the contract. See Instructions to Bidders ‘Article 18 Unit Prices’ for detailed instructions.) (Applicable to Base Bid No. 4)

**Unit Description Specification Section Unit Price Quantity Included in All Work**

**(Lump Sum Base Bid)**

Unit Cost Item Detail Section ## $\_\_\_\_\_\_ Per Unit XXX Units

Unit Cost Item Detail Section ## $\_\_\_\_\_\_ Per Unit XXX Units

Unit Cost Item Detail Section ## $\_\_\_\_\_\_ Per Unit XXX Units

***Enter bid amount in number characters only (Example $9,999)***

INFORMATIONAL BID NO. 1-IA, **(1-IB, etc.)** For accounting purposes only, the following lump sum amount has been included in Base Bid No. 1 for **Provide brief identifying statement relating to full description, if any, in Instructions to Bidders section.**

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

***Enter bid amount in numeric characters only*** *(Example: $9,999).*

**ELECTRICAL**

BASE BID NO. 5 Electrical Work fully complete as per Bidding Documents

for the sum of ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

***Enter bid amount in numeric characters only*** *(Example: $9,999). See MEP Instructions to Bidders ‘Article 15 Submission of Base Bids’ for detailed instructions.*

UNIT PRICES (listed below are for additions to or deductions from amount of work required under the contract. See Instructions to Bidders ‘Article 18 Unit Prices’ for detailed instructions.) (Applicable to Base Bid No. 5)

**Unit Description Specification Section Unit Price Quantity Included in All Work**

**(Lump Sum Base Bid)**

Unit Cost Item Detail Section ## $\_\_\_\_\_\_ Per Unit XXX Units

Unit Cost Item Detail Section ## $\_\_\_\_\_\_ Per Unit XXX Units

Unit Cost Item Detail Section ## $\_\_\_\_\_\_ Per Unit XXX Units

***Enter bid amount in number characters only (Example $9,999)***

INFORMATIONAL BID NO. 1-IA, **(1-IB, etc.)** For accounting purposes only, the following lump sum amount has been included in Base Bid No. 1 for **Provide brief identifying statement relating to full description, if any, in Instructions to Bidders section.**

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

***Enter bid amount in numeric characters only*** *(Example: $9,999).*

**COMBINED BASE BIDS OPTION**

BASE BID NO. \_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_(Division of Work),

BASE BID NO. \_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_(Division of Work) and

BASE BID NO. \_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_(Division of Work) and

BASE BID NO. \_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_(Division of Work) Work fully complete as per specifications and related drawings,

for the sum of ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

***Enter bid amount in numeric characters only*** *(Example: $9,999). See MEP Instructions to Bidders ‘Article 15 Submission of Base Bids’ for detailed instructions.*

UNIT PRICES (listed below are for additions to or deductions from amount of work required under the contract. See Instructions to Bidders ‘Article 18 Unit Prices’ for detailed instructions.) (Applicable to Base Bid No. 3, 4 and 5)

**Unit Description Specification Section Unit Price Quantity Included in All Work**

**(Lump Sum Base Bid)**

Unit Cost Item Detail Section ## $\_\_\_\_\_\_ Per Unit XXX Units

Unit Cost Item Detail Section ## $\_\_\_\_\_\_ Per Unit XXX Units

Unit Cost Item Detail Section ## $\_\_\_\_\_\_ Per Unit XXX Units

***Enter bid amount in number characters only (Example $9,999)***

INFORMATIONAL BID NO. 1-IA, **(1-IB, etc.)** For accounting purposes only, the following lump sum amount has been included in Base Bid No. 1 for **Provide brief identifying statement relating to full description, if any, in Instructions to Bidders section.**

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

***Enter bid amount in numeric characters only*** *(Example: $9,999).*

COMMENCEMENT AND COMPLETION OF WORK

The undersigned agrees, if identified as the lowest qualified responsible certified bidder for the divisions(s) of work bid on, to enter into a subcontract with the General Prime Contractor, and to commence the work on or before a date to be specified in a written Notice to Proceed issued by DFD to the General Prime Contractor, and to complete the work in accordance with the project schedule in the Instructions to Bidders.

ADDENDUM RECEIPT

We acknowledge receipt of the following Addenda:

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRIOR TO SIGNING, BIDDERS' ATTENTION IS DIRECTED TO MEP INSTRUCTIONS TO BIDDERS TO AVOID THE POSSIBILITY OF INVALIDATING THIS BID.

By signing this bid form, THE Bidder ATTESTS TO personal knowledge of the following:

1. Bidder is certified by DOA as a qualified and responsible bidder for the amount of the bid submitted, within the division(s) of work being bid.

2. Bidder agrees to enter into a subcontract with the General Prime Contractor in accordance with Wis. Stats. s. 16.855(14) and ARTICLE 9 of these Bidding Documents.

3. Bidder has examined the drawings and specifications, carefully prepared the bid form, and has reviewed all forms in detail before submitting bid; and bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, bid rigging, bid rotation, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

4. That all work will be performed at the Bidder's own proper cost and expense, that the Bidder will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the General Prime Contractor’s Notice to Proceed.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Firm Name)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Seal, if bid is by a corporation) (Bidder's Printed Name)**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Signature of Bidder)**

[ ] Place an "X" in the box if Bidder is certified as a minority business enterprise or disabled veteran-owned business by the Wisconsin Supplier Diversity Program.

From:

**IMPORTANT: BEFORE SUBMITTING YOUR BID, PLEASE VERIFY THAT:**

1. You have been **certified by DOA as a qualified and responsible bidder** for the amount of your bid within the division(s) of work being bid.
2. You have **entered all Bid amounts in numeric characters** (Example: $9,999);
3. You have **acknowledged receipt of all addenda;**
4. You have **signed the Bid Form**
5. You have **included a valid Bid Guarantee** for not less than 10% of the value of the bid as either:

a) a Bid Bond signed by the contractor and surety and with a Power of Attorney attached, **or**

b)a Cashier’s Check or Bank Check pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s). A Company or Personal Check will not be accepted.

**SEALED BID**

|  |  |  |  |
| --- | --- | --- | --- |
| Project Name | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | To: | **Department of Administration**  **Division of Facilities Development**  **101 E. Wilson Street, 7th Floor**  **Madison, WI 53703** |
| Project No. | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
| Location | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
| Bid Category | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
| Bid Date | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
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**SUPPLEMENTARY GENERAL CONDITIONS** **(Rev 3/2024)**

Division Project No. **Insert Division Project number**

INDEX

1. Definitions
2. Insurance
3. Time For Completion of the Project
4. Schedule of Occupational Classifications and Minimum Hourly Wage Rates (REPEALED)

1. DEFINITIONS

General Conditions, Article 2.B. shall be supplemented with the following:

Architect/Engineer (A/E) for this project: **Insert A/E's name, address and telephone number.**

2. INSURANCE

General Conditions, Article 31.A.(4), shall be supplemented with "special hazard" coverage as follows:

**NOTE: The following sentence must be edited to fit the project in regard to insurance coverage. Delete all the special hazards that are not anticipated for this project.**

"General Prime Contractor's, MEP Subcontractor’s and Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards, unless provided as part of Comprehensive General Liability coverage: loading and unloading; excavating; filling; drilling; blasting; explosions; demolition; underpinning; elevator; hoist. Coverages shall be in the amounts specified in Article 31 of the General Conditions."

3. TIME FOR COMPLETION OF THE PROJECT

**NOTE: Article #3 In article 21 of the General Conditions, the paragraph describing the Contractor's failure to complete the Work within the time specified, where a specific dollar amount can be justified for this project, add the dollar amount here and provide justification of the amount of the damages. If there are no damages desired for this project, delete this article 3 and renumber article 4 to article 3 here and in the Index above.**

4. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY

WAGE RATES (REPEALED)

**The 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) repealed Wisconsin’s prevailing wage laws. Effective September 23, 2017, state prevailing wage requirements on state building projects no longer apply. These changes take effect for projects advertised for bid after September 23, 2017. This change does not affect the Federal Davis Bacon Act requirements.**

**SUPPLEMENTARY GENERAL CONDITIONS** **(Rev 3/2024)**

**Confer with the Project Manager to determine if the project has direct federal funding requiring the Federal Supplementary General Conditions. If it does have qualifying Federal funds do not use the State’s Supplementary General Conditions.**

Division Project No. **Insert Division Project number**

**Federal Project No. Insert Federal Project number. \*\***

INDEX

1. Definitions

2. Surveys, Permits, Regulations and Taxes

3. Withholding of Payments

4. Insurance

5. Contract Security

6. Subcontracts

7. Nondiscrimination/Affirmative Action

1. Minimum (Prevailing) Wages – Additional Federal Contracting Requirements
2. Additional General Conditions
3. Time for Completion of the Project
4. Schedule of Occupational Classifications and Minimum Hourly Wage Rates

**1. DEFINITIONS**

General Conditions, Article 2.B. shall be supplemented with the following:

Architect/Engineer (A/E) for this project: **Insert A/E's name, address and telephone number.**

General Conditions, Article 2. shall be supplemented with the following definition:

CC. Federal Government/Agency: **Insert Federal Government/Agency's name, address and telephone number.**

2**. PERMITS, REGULATIONS, UTILITIES AND TAXES**

General Conditions, Article 8.C.: Where reference is made to State laws, rules and regulations supplement the phrase with the words, "and Federal".

**3. WITHHOLDING OF PAYMENTS**

General Conditions, Article 26.F., add a new sentence as follows after the last sentence:

"DFD may withhold from the General Prime Contractor so much of the accrued payments as may be considered necessary to satisfy any liability of any General Prime Contractor or Subcontractor for liquidated damages under Article 38 hereof entitled "Contract Work Hours Standards Act Overtime Compensation (40 USC 3701-3703)"."

**Note: The following sentence must be edited to fit the project in regard to insurance coverage. Delete all the special hazards that are not anticipated for this project.**

**4. INSURANCE**

General Conditions, Article 31.A. (4) shall be supplemented with "special hazard" coverage as follows:

"General Prime Contractor's, MEP Subcontractor’s and Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against following special hazards, unless provided as part of Comprehensive General Liability coverage: loading and unloading; excavating; filling; drilling; blasting; explosions; demolition; underpinning; elevator; hoist. Coverages shall be in the amounts specified in Article 31 of the General Conditions."

**5. CONTRACT SECURITY**

General Conditions, Article 5.B., Add to the second sentence the following words: "and the Federal Government."

**6. SUBCONTRACTS**

General Conditions, Article 11. shall be supplemented with the following additional articles to be inserted in all subcontracts:

"Articles 38 through 42 inclusive, respectively entitled: Contract Work Hours Standards Act - Overtime Compensation (40USC 3701-3703), Payrolls and Basic Records, Compliance with Copeland Regulations, Contract Termination-Debarment and Certification of Nonsegregated Facilities."

General Conditions, Article 11, add new paragraph "I" as follows:

"I. The General Prime Contractor may utilize the services of only those Subcontractors who have not been disqualified under existing Federal laws and regulations from participating in Federally assisted construction project."

**7. NONDISCRIMINATION/AFFIRMATIVE ACTION**

General Conditions, Article 32, shall be supplemented and modified as follows:

Supplement Paragraph B with a new subparagraph as follows:

"1) The General Prime Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

Add new paragraphs G through I as follows:

"G. The General Prime Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

H. The General Prime Contractor shall furnish all information and reports required by the referenced documents, rules, regulations and relevant orders stated in Article 33 and shall permit access to its books, records and accounts by appropriate agencies of the State and Federal Governments and by the Secretary of Labor for purposes of investigation to ascertain compliance with such laws, rules, regulations and orders.

I. The General Prime Contractor shall include all of Paragraphs A through F inclusive in every MEP Subcontract, Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each MEP Subcontractor, Subcontractor or vendor. The General Prime Contractor shall take such action with respect to any MEP Subcontractor, Subcontractor or vendor as the appropriate agency of the Federal or State Government may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event that the General Prime Contractor becomes involved in, or is threatened with, litigation with an MEP Subcontractor, Subcontractor or vendor as a result of such direction by the appropriate agency of the Federal Government, the General Prime Contractor may request the United States to enter into such litigation to protect the interests of the United States."

**8. MINIMUM (PREVAILING) WAGES – ADDITIONAL FEDERAL CONTRACTING REQUIREMENTS**

General Conditions, Article 33, add new Paragraphs "F through J" as follows:

"F. All mechanics and laborers employed or working directly upon the site of the work shall be paid unconditionally, and not less often than once a week, and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by the Copeland Regulations (29 Code of Federal Regulations, Part 3)], the full amounts due at time of payment computed at wage rates not less than the aggregate of the basic hourly rates and the rates of payments, contributions, or costs for any fringe benefits contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor of Subcontractor and such laborers and mechanics, and the wage determination decision shall be posted by the General Prime Contractor at the site of the work in a prominent place where it can easily be seen by the workers.

G. The General Prime Contractor may discharge its obligation under paragraph 33. to workers in any classification for which the wage determination decision contains:

1) Only a basic hourly rate of pay, by making payment not less than such basic hourly rate, except as otherwise provided in the Copeland Regulations (29 CFR, Part 3); OR

2) Both a basic hourly rate of pay and fringe benefit payments, by making payment in cash, by irrevocably making contributions pursuant to a fund, plan or program for and/or by assuming an enforceable commitment to bear the cost of bona fide fringe benefits contemplated by the Davis-Bacon Act, or by any combination thereof. These fringe benefit payments can be discharged only by making contributions to the same type or types of fringe benefits listed in the applicable determination. Contributions made, or costs assumed, on other than a weekly basis shall be considered as having been constructively made or assumed during a weekly period to the extent that they apply to such period. Where a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the General Prime Contractor pays a cash equivalent or provides an alternative fringe benefit, it shall furnish information with his payrolls showing how it determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage determination fringe benefit. In the event of disagreement between or among the interested parties as to an equivalent of any fringe benefit, the State shall submit the question together with its recommendation through the appropriate Federal agency to the Secretary of Labor for final determination.

H. The assumption of an enforceable commitment to bear the cost of fringe benefits listed in the wage determination decision forming a part of the Contract may be considered as payment of wages only with the approval of the Secretary of Labor pursuant to a written request by the General Prime Contractor. The Secretary of Labor may require the General Prime Contractor to set aside assets, in a separate account, to meet its obligations under any unfunded plan or program.

I. The State shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the General Prime Contractor shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent to the appropriate Federal agency. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics to be used, the State shall submit the question together with its recommendations through the appropriate Federal agency to the Secretary of Labor for final determination.

J. In the event it is found by the State that any laborer or mechanic employed by the General Prime Contractor, MEP Subcontractor or any Subcontractor directly on the site of the work has been or is being paid at a rate of wages less than the rate of wages required by Article 33., the State may (a) by written notice to the General Prime Contractor terminate its right to proceed with the work, or such part of the work as to which there has been a failure to pay said required wages, and (b) prosecute the work to completion by General Prime Contractor or otherwise, whereupon such General Prime Contractor and its sureties shall be liable to the State for any excess costs occasioned thereby."

**9. ADDITIONAL GENERAL CONDITIONS**

Add new Articles "38 through 42" to the General Conditions as follows:

38. CONTRACT WORK HOURS STANDARDS ACT - OVERTIME COMPENSATION

(40 United States Code 327-330)

A. The General Prime Contractor shall not require or permit any laborer or mechanic in any work-week in which it is employed on any work under this Contract to work in excess of 40 hours in such work-week on work subject to the provisions of the Contractor Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times its basic rate of pay for all such hours worked in excess of 40 hours in such work-week. The "basic rate of pay" as used in this provision shall be the amount paid per hour, exclusive of the General Prime Contractor's contribution or cost for fringe benefits, and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

B. In the event of any violation of the provisions of Article 38.A. above, the General Prime Contractor shall be liable to any affected employee for any amounts due. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of Article 38.A. in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of the standard work-week of 40 hours without payment of the overtime wages required by Article 38.A.

39. PAYROLLS AND BASIC RECORDS

A. The General Prime Contractor shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve them for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall reference the project and contain the name and address of each employee, its correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the General Prime Contractor has obtained approval from the Secretary of Labor as provided in Article 33.F., it shall maintain records which show the commitment, its approval, written communication of the plan or program to the laborers or mechanics affected, and the costs anticipated or incurred under the plan or program.

B. The General Prime Contractor shall obtain and preserve copies of payrolls of all MEP Subcontractors and Subcontractors as required for the General Prime Contractor’s own records. Provide a signed statement if directed indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic conform with the work it performed. Retaining of the "Weekly Statement of Compliance" required under this Contract and the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) shall satisfy the requirement for providing of the above statement. The General Prime Contractor shall also preserve a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by Article 33.G.

C. The General Prime Contractor shall make the records required under Articles 39.A. and 39.B. available for inspection by authorized representatives of the State Agency, the State, the appropriate Federal agency and the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

D. The General Prime Contractor shall certify to the State Agency, the State of Wisconsin, the appropriate Federal agency and the U.S. Department of Labor that the wages paid are in compliance with the wage rate requirements of the contract.

E. The General Prime Contractor shall submit electronic copies of the payroll records (copy of payroll checks) to the State of Wisconsin’s DFD Construction Representative who shall review same for compliance with the wage rate requirements of the contract. This shall be done each time the Contractor makes application for payment. Approval of payment shall be made upon review of compliance.

40. COMPLIANCE WITH COPELAND REGULATIONS

The General Prime Contractor shall comply with the provisions of the Copeland "Anti-kickback Act" (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each General Prime Contractor, MEP Subcontractor or Subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any compensation to which it is otherwise entitled. In addition, the Weekly Statement of Compliance required by these Regulations shall also contain a statement that the fringe benefits paid are equal to or greater than those set forth in the minimum wage decision.

41. CONTRACT TERMINATION - DEBARMENT

A breach of General Conditions Articles 11, 26, 33, 38, 39, 40, respectively entitled "Subcontracts", "Payments to Contractor", "Minimum Wages", "Contract Work Hours Standards Act - Overtime Compensation (40 USC 327-330)", "Payrolls and Basic Records", and "Compliance with Copeland Regulations", may be grounds for termination of the Contract and for debarment as provided in 29 CFR 5.6.

42. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to Contracts and Subcontracts exceeding $10,000 that are not exempt from the provisions of Article 32, "Nondiscrimination/Affirmative Action".)

A. By entering into an agreement related to the work described in the Contract Documents the General Prime Contractor, MEP Subcontractor or Subcontractor certifies that it does not maintain or provide for its employees any segregated facilities at any of his establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The General Prime Contractor, MEP Subcontractor or Subcontractor agrees that a breach of this certification is a violation of General Conditions Article 32 "Nondiscrimination/Affirmative Action". As used herein, the term "segregated facilities" means any waiting rooms, work areas, rest rooms 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 on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The General Prime Contractor further agrees that (except where it has obtained identical certifications from proposed MEP Subcontractors and Subcontractors for specific time periods) it shall obtain identical certifications from proposed Subcontractors prior to provisions of the "Nondiscrimination/Affirmative Action" clause; that it shall retain such certifications in its files; and that it shall forward the following notice to such proposed MEP Subcontractors and Subcontractors (except where the proposed MEP Subcontractors and Subcontractors have submitted identical certifications for specific time periods):

43. "NOTICE TO PROSPECTIVE MEP SUBCONTRACTORS AND SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES"

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 Federal Register 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 that is not exempt from the provisions of Article 32 "Nondiscrimination/Affirmative Action". The Certification may be submitted either for each Subcontract or for all Subcontracts during a period, i.e., quarterly, semi-annually or annually.

B. The penalty for making false statements in Certifications required by Article 42.A. is prescribed in 18 USC 1001.

44. BUILD AMERICA BUY AMERICA (BABA) ACT REQUIREMENTS

The Act requires the following Buy America preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The General Prime Contractor and their subcontractor(s) are responsible for the following:

1. Certify that all materials utilized in construction of the project are made in America as defined by the BABA Act and identified in the submittal log. Every submittal cover letter shall be marked as compliant with the BABA Act or is exempt of compliance through a compliance waiver.
2. The General Prime Contractor shall collect and organize each approved submittal cover sheet that includes a BABA Act certification into a single document as part of project closeout.
3. All Manufactures listed in the projects specifications shall be verified by the Geneal Prime Contractor and their subcontractor(s) that they meet the requirements of BABA Act.  If a manufacturer listed cannot meet the requirements of the BABA Act, the General Prime Contractor and their subcontractor(s) shall follow the General Conditions of the General Prime Contractor Contract, Article 17 Equals and Substitutions, with a manufacturer that meets the BABA Act Requirements.

Definitions and Requirements:

*Build America, Buy America (BABA) Act* – On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022 – 180 days after the enactment of the IIJA – the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

*Buy America Preference* – the ‘‘domestic content procurement preference’’ set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

*Construction Materials* – articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

1. The listed items are:

(i) Non-ferrous metals;

(ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

(iii) Glass (including optic glass);

(iv) Fiber optic cable (including drop cable);

(v) Optical fiber;

(vi) Lumber;

(vii) Engineered wood; and

(viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

*Manufactured Products* –

1. Articles, materials, or supplies that have been:

(i) Processed into a specific form and shape; or

(ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

1. If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials. Manufacturer means the entity that performs the final manufacturing process that produces a manufactured product.

*Manufacturer’s Certification* – Documentation provided by a Manufacturer, certifying that the items provided by the Manufacturer meet the domestic preference requirements of the BABA Act.

Any additional questions regarding the Build America, Buy America (BABA) Act should be directed to the Office of Management and Budget (OMB). Additional details can be found by visiting:

<https://www.whitehouse.gov/omb/management/made-in-america/build-america-buy-america-act-federal-financial-assistance/>

**10. TIME FOR COMPLETION OF THE PROJECT**

**NOTE: In Article 21 of the General Conditions, the paragraph describing the General Prime Contractor's failure to complete the Work within the time specified, where a specific dollar amount can be justified for this project, add the dollar amount here and provide justification of the amount of the damages. If there are no damages desired for this project, delete this Article 11 and renumber the remaining article here and in the Index on SGC-1.**

**11. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND**

**MINIMUM HOURLY WAGE RATES (REPEALED)**

**The 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) repealed Wisconsin’s prevailing wage laws. Effective September 23, 2017, state prevailing wage requirements on state building projects no longer apply. These changes take effect for projects advertised for bid after September 23, 2017. This change does not affect the Federal Davis Bacon Act requirements.**

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**DIVISION 01 - GENERAL REQUIREMENTS (Rev 3/2024)**

Division Project No. **Insert Division Project number.**

**Federal Project No. Insert Federal Project number. \*\***

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**NOTE TO ARCHITECT/ENGINEER: Refer to the "Explanation of Guide Specifications" preceding this Division 01 document for information required in the General Requirements. Fully edit the General Requirements to represent the actual conditions and requirements of the project.**

**1.** **DEFINITIONS**

In this document, the following terms are defined as:

(a) "Mechanical, electrical, or plumbing subcontractor" (“MEP Subcontractor”) is a contractor that performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection (fire suppression) work for the Project, and enters into a contract with the General Prime Contractor to perform their division of work.

[16.855(1g)(b)](http://docs.legis.wi.gov/document/statutes/16.855(1g)(b)) (b) "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)1.

[16.855(1g)(c)](http://docs.legis.wi.gov/document/statutes/16.855(1g)(c)) (c) "Qualified responsible bidder" means a contractor who is a qualified bidder and who is a responsible bidder.

[16.855(1g)(d)](http://docs.legis.wi.gov/document/statutes/16.855(1g)(d)) (d) "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)2.

[16.855(1g)(e)](http://docs.legis.wi.gov/document/statutes/16.855(1g)(e)) (e) "Single prime contracting" means bidding and contracting through a process in which only a general prime contractor has a contractual relationship with the state and all mechanical, electrical, or plumbing subcontractors are identified by the department and are subcontractors to the General Prime Contractor.

(f) “General Prime Contractor” is a contractor that enters into a contract with the state to perform all work as required by the Contract Documents and enters into contracts with subcontractors including MEP Subcontractors identified by DFD.

(g) “Non-MEP Subcontractor” is a subcontractor to a General Prime Contractor in divisions of work other than mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the General Prime Contractor.

(h) “Subcontractor “is all subcontractors on a project. This includes MEP Subcontractors, subcontractors to the MEP Subcontractors, and Non-MEP Subcontractors.

(i) “Contractor” is all contractors working on a project regardless of contractual relationship. This includes the General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all Subcontractors, regardless of tier of subcontract.

**2. GENERAL**

All articles in these General Requirements are applicable to all Divisions and Sections of the Work included herein. The Conditions of the Contract, General and Supplementary General Conditions, and these General Requirements shall apply with equal force and effect to the General Prime Contractor and all Subcontractors engaged in this work.

Contractor or the Contractor's authorized representative must be present to accept delivery of all equipment and material shipments. DFD 's representatives will not knowingly accept, unload or store anything delivered to the site for the Contractor's use. Inadvertent acceptance of delivered items by any representative or employee of the State shall not constitute acceptance or responsibility for any of the materials or equipment. It is the Contractor's responsibility to assume liability for equipment or material delivered to the job site.

**3. SPECIAL SITE CONDITIONS**

Confine all operations, equipment, apparatus and storage of materials, to the immediate area of work to the greatest possible extent. Contractor shall ascertain, observe and comply with all rules and regulations in effect on the project site, including but not limited to parking and traffic regulations, use of walks, security restrictions and hours of allowable ingress and egress. Any special traffic control during construction involving lane closures shall be in accordance with the federal standard, Manual of Uniform Traffic Control Devices.

The Contractor shall take all measures necessary to become acquainted with the location of underground service, utilities, structures, etc., which may be encountered or be affected by the Contractor's work, and shall be responsible for damage caused by neglect to provide proper precautions or protection. As a minimum to become acquainted with such underground appurtenances, the Contractor shall: 1) Observe existing conditions visible at the site immediately prior to commencement of work; 2) Review available site plans incorporated in the contract documents and/or provided by the DFD Project Representative; 3) Final check with the DFD Project Representative for additions to or changes from conditions indicated on site plans for the facility; and 4) Obtain input from the “one-call system”, the organization composed of all suppliers of utilities/services to or from the site.

Information pertaining to existing conditions that are described in the specifications or appear on the drawings, are based on available records. 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. This information is provided to inform the Contractor of known, existing conditions so that due diligence is taken by the Contractor to avoid damage. Where site observation or documents indicate existing underground utilities/services in close proximity (within four feet horizontally and/or four feet vertically) to necessary new construction work, the Contractor shall be responsible to test, probe or otherwise determine exact locations so as to prevent damage to such utilities/services.

Existing pipes, electrical work, and all other utilities encountered, which may interfere with new work, shall be re-routed, capped, cut off, or replaced by the Trades having jurisdiction, in accordance with the Bidding and Contract Documents.

Foundations are designed for soil pressure indicated. Because of variation in bearing capacity of the ground, some foundations may have to be revised after excavation has been completed. DFD 's Project Representative's approval to proceed with foundation work must be obtained before concrete is poured. Changes in the work due to revisions of foundations because of unsatisfactory soil conditions will be classed as additional work.

[Note to Architect/Engineer: In accordance with Wisconsin Statute 182.0175(2), the architectural, mechanical and electrical designers are responsible to determine the location and condition of existing systems and components and indicate how existing systems and components are to be re-routed, protected from, and/or connected to the proposed work**.** The designers must use this information to appropriately revise the Division 01-General Requirements master specifications provided by Division of Facilities Development stated herein.

This section must include specific information about occupancy and scheduling for systems shutdown and how they affect this work. Information must also be given disclosing the location and condition of anything required to make these connections possible. For example: are there isolation valves where they are needed and if so, do they work? Everything possible must be done to eliminate unknowns from the bidding documents.

These things are part of the discovery and planning process for design and must be covered adequately in the documents to facilitate intelligent bidding and to avoid arguments and delays during construction.The designer may need to utilize the “one-call system” or a private locator service to facilitate this discovery and planning process.]

**NOTE TO ARCHITECT/ENGINEER: USE following special site condition article on projects which require special security restrictions (such as detention facilities and mental health facilities) and delete the preceding article in its entirety.**

3. SPECIAL SITE CONDITIONS

Confine all operations, equipment, apparatus, and storage of materials to the immediate area of work to the greatest possible extent. Contractor shall ascertain, observe and comply with all rules and regulations in effect on the project site, including but not limited to parking and traffic regulations, use of walks, security restrictions, hours of allowable ingress and egress and traffic within or to the project site.

The Contractor shall take all measures necessary to become acquainted with the location of underground service, utilities, structures, etc., which may be encountered or be affected by the Contractor's work, and shall be responsible for damage caused by neglect to provide proper precautions or protection. As a minimum to become acquainted with such underground appurtenances, the Contractor shall: 1) Observe existing conditions visible at the site immediately prior to commencement of work; 2) Review available site plans incorporated in the contract documents and/or provided by the DFD Project Representative; 3) Final check with the DFD Project Representative for additions to or changes from conditions indicated on site plans for the facility; and 4) Obtain input from the “one-call system”, the organization composed of all suppliers of utilities/services to or from the site.

Information pertaining to existing conditions that are described in the specifications or appear on the drawings, are based on available records. 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. This information is provided to inform the Contractor of known, existing conditions so that due diligence is taken by the Contractor to avoid damage. Where site observation or documents indicate existing underground utilities/services in close proximity (within four feet horizontally and/or four feet vertically) to necessary new construction work, the Contractor shall be responsible to test, probe or otherwise determine exact locations so as to prevent damage to such utilities/services.

Existing pipes, electrical work, and all other utilities encountered, which may interfere with new work, shall be re-routed, capped, cut off, or replaced by the Trades having jurisdiction, in accordance with the Bidding and Contract Documents.

Any special security precautions for the project will be defined at the preconstruction meeting. In general, security requirements will include the following:

Work shall be conducted during normal working hours from \_\_\_\_\_ A.M. to \_\_\_\_\_\_ P.M. daily, Monday through Friday, in coordination with the User Agency and DFD's Project Representative.

All tools are to be inventoried each day. Do not leave tools unattended. Report any missing tools at once. Tools which must remain on the job after working hours shall be locked in a room designated by the Institution through DFD's Project Representative at the preconstruction meeting. Contact institutional representative indicated at the preconstruction meeting.

Contractors, through arrangement with DFD’s Project Representative, may use a designated room for materials storage during construction.

Contractor's truck or working vehicles will be permitted to drive and park on premises only for the purpose of loading and unloading materials and equipment for this project and only if keys are removed and all doors locked when vehicles are not in use.

Worker's vehicles may be parked in an area designated by DFD's Project Representative. Keys shall be removed and doors of vehicles locked when not in use.

DFD's Project Representative will designate an area in a building which can be used by workmen for eating lunch and for toilet needs. Toilets used by workmen shall be kept clean and sanitary at all times.

Because the complex is presently a correctional institution, there will be some restriction on the general movement of workmen. Contractors and employees are not to socialize in any way with patients of the Institution. Do not bring any object or message into the Institution for any resident or carry out any object or message.

All buildings at this site will be occupied during the construction.

To insure the safety of persons at the Institution, the following safety measures should be observed:

Contractor shall instruct his workmen not to leave any openings in barricades, or to leave tools, equipment, or materials lying around in any area where persons may traverse. Surfaces of barricades, enclosures, etc., must be smooth with no protruding nails or other sharp projections or edges on side toward existing occupied areas, corridors, connecting links, etc.

Outdoor lanes for emergency exit from existing buildings which may lie within or adjacent to new construction area must be kept clear of obstructions at all times.

**4. INSPECTION OF SURFACES**

Contractor shall obtain complete data at the site and inspect surfaces that are to receive the Work before proceeding with fabricating, assembling, fitting or erecting any work under this contract.

Contractor shall notify DFD's Project Representative in writing in case of discrepancies between existing work and drawings, and of any defects in such surfaces that are to receive the Contractor's work. DFD's Project Representative will evaluate the notice and direct what remedial action will be taken.

Starting of work implies acceptance of existing work or the work of others. Removal and replacement of work applied to defective surfaces, in order to correct defects, shall be done at the expense of the Contractor who applied work to defective surfaces.

**5. HAZARDOUS SUBSTANCES - ASBESTOS, LEAD AND POLYCHLORINATED BIPHENYLS (PCB'S)**

Airborne asbestos fibers, lead, and PCB compounds, if encountered, have been determined to be hazardous to one's health. Compliance with all possible applicable regulations is the Contractor's responsibility. Contractor shall not provide or install any product that contains any amount of asbestos or PCB. See General Requirements, CLEANING AND WASTE DISPOSAL for disposal of hazardous waste, if encountered.

ASBESTOS

Contractor's attention is directed to WAC NR 447, WAC DHS 159 and the Occupational Safety and Health Act (OSHA) in general, part 1926.1101--ASBESTOS in particular. Contractor is responsible for compliance with all applicable regulations when the work includes fastening to or coring through Asbestos Containing Materials (ACM) and disturbance of asbestos containing caulking and adhesives. The Contractor is responsible for removal and disposal of Category I non-friable ACM that will be disturbed by the work. Unless otherwise indicated, all caulking, sealants, glazing compounds, gaskets, asphalt roofing materials, damp proofing and miscellaneous adhesives are assumed to contain asbestos and are considered to be Category I non-friable ACM as defined in NR 447. Waste material containing Category I non-friable ACM, is regulated as Construction and Demolition (C&D) waste and may be disposed of at a Department of Natural Resources (DNR) approved C&D waste landfill. If Contractor’s work methods cause non-friable ACM to become friable, the Contractor is responsible for the disposal of the friable asbestos waste at a landfill specifically approved by DNR to accept friable asbestos. A copy of the signed waste manifest for the disposal of all friable asbestos waste shall be provided to DFD prior to request for final payment.

The regulations referenced above require removal of friable ACM and Category II non-friable ACM prior to demolition of a building. Category I non-friable ACM does not need to be removed from a building prior to demolition if the waste generated from the demolition is taken to a DNR approved C & D waste landfill. If the contractor chooses to recycle building materials from a building to be demolished, the contractor is responsible for removal and disposal of all Category I non-friable ACM in accordance with applicable regulations prior to demolition. If the contractor's demolition methods will cause non-friable ACM to become friable, the contractor is responsible for removal and disposal of all Category I non-friable ACM in accordance with applicable regulations prior to demolition.

**Supply a preliminary review set to DFD Hazardous Material Abatement Manager if the project involves renovation or demolition. New construction that does not include demolition of existing structures does not apply. DFD Hazardous Material Abatement Manager will provide testing data below as part of the review comments.**

The following building materials have been identified to be ACM.

The following building materials have been identified to be non-ACM.

**NOTE TO ARCHITECT/ENGINEER: If asbestos abatement is identified as part of the project, A/E shall add the following note to general drawing notes: The Contractor is responsible for marking the extent of the identified ACM that will be disturbed by the Contractor's work and coordination with the asbestos abatement contractor. The asbestos abatement contractor will require sole occupancy of the work space during asbestos abatement work. Contractor shall communicate with the asbestos abatement contractor and make adequate allowance for the asbestos abatement work in the work schedule.**

Lead Based Paint

Existing paint is assumed to contain lead. Existing glazed finishes on tile and masonry units are assumed to contain lead. The Contractor is responsible for compliance with Occupational Safety and Health Act (OSHA) in general and particularly to 29 CFR 1910 (LEAD STANDARD) and to CFR 1926 (LEAD EXPOSURE IN THE CONSTRUCTION INDUSTRY). Dispose of refuse containing lead based paint or contaminated with lead by the demolition process in conformance with State of Wisconsin Hazardous Waste Regulations set forth by the Department of Natural Resources and in conformance with OSHA and EPA recommended worker safety requirements.

PCB'S

Contractor's attention is directed to Wisconsin Administrative Code, Chapter NR 157 relative to PCB's. Refer to Division 26, Electrical within these specifications for work involving PCB's.

**6. SOIL TEST BORINGS**

**If not pertinent to the project, delete paragraphs below and state “Not applicable to this project.”**

Test borings have been made and boring data has been provided; however, these records do not form a part of the Contract Documents, but are provided for information only.

Neither the Architect/Engineer nor DFD guarantee continuity of conditions indicated at the boring locations.

Contractor must interpret the soil boring data and be satisfied as to the materials to be excavated and materials upon which fill or other materials may be placed.

**7. MUTUAL RESPONSIBILITY**

Contractor(s) shall coordinate the work with adjacent work and shall cooperate with all other trades to facilitate the general progress of the work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their material. In no case will the Contractor(s) be permitted to exclude from the premises or work, any other Contractor or employees thereof, or interfere with any other Contractor in the executing or installation of their work.

Contractor(s) shall arrange the work and dispose of materials so as not to interfere with the work or storage of materials of others and each shall join their work to that of others in accordance with the intent of the drawings and specifications.

All Contractors shall work in cooperation with the General Prime Contractor and with each other, and fit their work into the structure as job conditions may demand. All final decisions as to the right-of-way and run of pipe, ducts, etc., shall be made by DFD at prearranged meetings with responsible representatives of the Contractors involved.

**8. PROJECT MEETINGS**

Project meetings will be held at the time designated by DFD. Contractor, when requested, shall attend these meetings. If the principal of the firm does not attend meetings, a responsible representative of the Contractor who can bind the Contractor to a decision at the meetings shall attend.

The Architect/Engineer or a representative thereof will write a report covering all items discussed and decisions reached and copy of such report distributed to all parties involved.

**9. SLEEVES AND OPENINGS**

**NOTE TO ARCHITECT/ENGINEER: The A/E and consultants must coordinate this work between the architectural, structural, HVAC, plumbing, fire suppression, and electrical designs to determine opening: locations, sizes, clearances from other trades, structural concerns, etc. and to address those concerns in the design phase to insure structural integrity and right-of-way responsibilities.**

**NOTE: Edit the following references to Contractor according to the manner in which this project is being bid.**

Each Contractor requiring sleeved openings shall furnish all sleeves required for their penetrations whether or not they responsible for providing the respective openings. Contractors furnishing sleeves to others for installation shall do this in a timely manner so as not to impede the project schedule.

Openings shown on the structural and/or architectural drawings shall be the responsibility of the General Prime Contractor. Sleeves furnished by other contractors for openings shown on the structural and/or architectural drawings shall be installed by the General Prime Contractor.

Openings that are required and are not shown on the structural and/or architectural drawings shall be the responsibility of the contractor requiring the openings. The contractor requiring the opening shall install sleeves for these openings or cut openings as needed (including floor openings within chases).

**NOTE: Where required, the A/E and consultants must show structural reinforcing (beams, angle, lintels, etc.) on the drawings for the respective openings of all trades.**

Individuals skilled in such work shall accomplish installation of sleeves and openings.

Each Contractor shall be responsible for coordinating locations of their sleeves with work of other trades.

Each Contractor who requires sleeves and/or openings shall submit through the General Prime Contractor, to the Architect/Engineer for review and approval, layout drawings of all such required sleeves and/or openings. Sleeve and opening layout drawings shall be received by the Architect/Engineer a minimum of two weeks prior to installation of the sleeves and openings. Sleeve and opening sizes and locations shall be dimensioned from column lines and floor elevations or from a point of reference approved by DFD.

**NOTE: The A/E and consultants shall be responsible for reviewing layout drawings for coordination of penetrations.**

**NOTE: Sleeve and opening layout submittal drawings may not be necessary for very small projects. Delete the submittal requirements with approval of DFD project manager.**

**10. CUTTING AND PATCHING**

**NOTE: The A/E and consultants shall review estimated quantity and approximate size of openings created by all trades. The A/E and consultants shall completely detail and specify which contractor (General Prime Contractor, Mechanical Contractor, Electrical Contractor, Plumbing Contractor, Fire Protection Contractor, or Asbestos Abatement Contractor) is responsible for patching of openings.**

Provisions of Article 9. Sleeves and Openings herein, cover the work involved for providing and installing sleeves and openings.

Cutting and patching required to access work in existing walls, in chases, above inaccessible ceilings, below floors, etc., shall be by the Contractor who requires the access, unless shown in the bid documents otherwise or noted otherwise.

**NOTE: The A/E and consultants must coordinate work described in the above paragraph with the drawings of each trade. Where multiple trades require access into the same location, coordinate cutting and patching on drawings to prevent duplication by noting responsible trade.**

The Contractor shall do all cutting, or fitting of the work as required to make its several parts fit together, or to receive the work of others, as shown or reasonably implied by the drawings or specifications, or as may be directed by DFD. Holes cut in exterior walls and/or roofs shall be waterproofed.

The Contractor who cuts for required access to work shall also be responsible for patching. Where cutting and patching is required, Contractor shall hire individuals skilled in such work to do cutting and patching.

Except where specifically identified, the Contractor who removes or relocates building components which leave a remaining opening shall be responsible for patching the opening. Where building components are removed by the Asbestos Abatement Contractor on behalf of a Contractor, the Contractor on whose behalf the components are removed shall be responsible for patching the remaining opening.

Patching includes repairing openings to match adjacent construction and painting the surface to match existing. Painting means covering the entire wall where patching is to be done to nearest break point or corner unless indicated to be done by other trades.

Contractor shall not endanger any work by cutting, digging or otherwise and shall not cut or alter the work of others without their consent.

Do not pierce beams or columns without permission of DFD and then only as directed in writing. If any ductwork, piping, conduit, etc. is required through walls or floors where no sleeve has been provided, use a core drill or saw cut to prevent damage and structural weakening.

Wherever any material, finish, or equipment, is damaged, the skilled trade shall accomplish the repair or replacement, in that particular work and the cost shall be charged to the party responsible for the damage. DFD reserves the right to disallow any means and/or methods that, in the opinion of DFD, are harmful to and/or not in the best interest of preserving the improvements receiving the work.

**11. MANUFACTURER'S DIRECTIONS**

Contractor(s) shall apply, install, connect, erect, use, clean and condition manufactured articles, materials, and equipment as recommended by the manufacturer, unless specified to the contrary. The manufacturer's latest recommendations at the time of bidding shall be used.

**12. LAYOUT**

The General Prime Contractor shall immediately upon entering the site for purpose of beginning work, locate general reference points and take such action as is necessary to prevent their destruction. Each Contractor shall lay out its work and be responsible for all lines, elevations and measurements of the building and other work executed under its Contract. Each Contractor must exercise proper precaution to verify dimensions on the drawings before laying out work and will be held responsible for any error resulting from failure to exercise such precaution.

Using datum furnished by the State, the lot lines and present levels have been established as shown on the drawings. Other grades, lines, levels and benchmarks, shall be established and maintained by each Contractor, who shall be responsible for them.

As work progresses, the General Prime Contractor shall lay out on forms and floor, the locations of all partitions, walls and fix column centerlines as a guide to all trades.

The General Prime Contractor shall make provision to preserve property line stakes, benchmarks, or datum point. If any are lost, displaced or disturbed through neglect of any Contractor, Contractor's agents or employees, the Contractor responsible shall pay the cost of restoration.

Each Contractor shall verify grades, lines, levels, locations and dimensions as shown on drawings and report any errors or inconsistencies to DFD’s Project Representative before commencing work. Starting of work by each Contractor shall imply acceptance of existing conditions.

**13. SUPERVISION**

The General Prime Contractor shall take complete charge of the work under this contract and coordinate the work of all Trades on the project.

**14. FIELD OFFICES**

**If not pertinent to the project edit appropriately.**

The General Prime Contractor shall provide and maintain a temporary watertight office where directed for use by the Contractor and Trades. The office shall be equipped with a plan rack and suitable table for examination of plans.

The General Prime Contractor shall also provide and maintain a temporary office for the sole use of Architect/Engineer and DFD’s Project Representative. The office shall be at least 150 square feet in floor area, equipped with a plan rack, 3'-0" x 8'-0" smooth sloped top table, flat top desk, three chairs, and a four-drawer legal size metal filing cabinet equipped with a workable lock.

Exterior of offices shall be of neat appearance, and if deemed necessary by DFD, shall be painted to achieve such appearance; heat offices during cold weather; provide each office with at least one glazed movable window and one door with a cylinder lock and latch set.

Provide and maintain artificial light, minimum of 40 foot-candles, and two duplex outlets where directed. Provide screen door and window screens if requested. When directed, move the office into a suitable area in the building.

If other offices are provided, they will be located as agreed to by the Contractor and approved by DFD.

A mobile type office with equivalent space and equipment may be used if Architect/Engineer and DFD’s Project Representative have a separate office and separate entrance.

**15. STAIRS AND SCAFFOLDS**

The General Prime Contractor shall:

Furnish and maintain equipment such as temporary stairs, fixed ladders, ramps, chutes, runways and the like as required for proper execution of work by all trades, and shall remove them on completion of the work.

Erect permanent stair framing as soon as possible. Provide stairs with temporary treads, handrails, and shaft protection.

Contractors requiring scaffolds shall make arrangements with and compensate the General Prime Contractor for scaffolding, or shall provide their own and remove them upon completion of the work.

Each Contractor shall underlay its interior scaffolds with planking to prevent uprights from resting directly on the floor construction.

**16. HOISTS, ELEVATORS OR CRANES**

Each separate contractor shall provide and pay for its own hoist/crane or other apparatus necessary for unloading/setting or moving their equipment and materials. Installation and removal of equipment for this activity must be accounted for in the Project Schedule.

Equipment and operations for this activity shall comply with applicable Department of Safety and Professional Services and OSHA requirements. No material hoist may be used to transport personnel unless it meets Department of Safety and Professional Services and OSHA requirements for that purpose.

Contractors shall provide any protection required, temporary or long term, to prevent damage to work in place or in progress. When hoisting activity results in such damage, the responsible contractor shall pay for cleaning, repair or replacement of material or equipment as determined by DFD.

Equipment, that imposes loads of any kind on work in place, shall not be erected without agreement from DFD.

At their own discretion, two or more contractors may agree to use common hoisting facilities. Under such arrangements, the allocation of costs, access and scheduling and all other details of the agreement are the responsibility of the contractors involved.

Existing elevators may be used on a limited basis with DFD’s permission and agreement. Costs of warranty extensions and additional service work required will be paid by the using contractor. Appropriate protection must be provided by the using contractor and that contractor shall be responsible for any structural, mechanical or finish damage to the elevator and its parts and to adjoining building finishes and components.

**17. SIGNS**

The General Prime Contractor shall provide a job sign constructed of 3/4" thick exterior grade plywood. The size, colors and content shall conform to job sign detail which is included as an appendix to these General Requirements. The General Prime Contractor shall order, paint and erect the sign. The sign shall be placed on the property where directed and shall be maintained for the duration of the construction period.

**NOTE: If duration of job is less than 365 consecutive calendar days, delete the previous paragraph and replace with "No project sign required."**

No individual advertising signs, plaques or credits, temporary or permanent, will be permitted on the building or premises, except the name of the Contractor on Contractor's office or material shed.

**18. FENCE**

**NOTE: Edit appropriately to the project including temporary fences/barricades."**

The General Prime Contractor shall provide a neat appearing protective fence where indicated on the drawing, constructed of standard studded T-Posts of sufficient length for line posts and spaced not to exceed 8'-0" apart. Corner posts and gate posts are to be galvanized steel pipe of not less than 2 1/2" o.d. and shall be properly braced. A 4-foot high wooden snow fence shall be securely fastened to the supports. Plastic fencing is not acceptable. The snow fence shall project 4" above the fence posts. Provide gates, properly constructed and braced, complete with hinges, hasps, and padlocks in number and location required for proper control, delivery and distribution of material and equipment. Gate posts shall be adequately back tied and anchored to insure a rigid installation. All protective fencing shall be maintained in an upright, orderly fashion throughout the construction schedule. In areas where existing trees are to be protected, the area inside the protective fencing shall not be used for any purpose related to construction activities, such as material storage, vehicle parking, portable toilets, or other disruptive activities that would result in damage of any kind to the site inside the fence.

**19. ROADWAY**

The General Prime Contractor may build a temporary roadway for delivery of materials at the Contractor's own expense and maintain it until completion of construction or until service drives are installed. Where possible, build temporary roadway within the confines of the new roadway and allow others to use it at no cost. Any gravel topping used for temporary roadway shall be at least 6" below finished elevation of permanent drives. If temporary roadway is not intended to be converted to a permanent road, all road materials shall be removed upon termination of access need, and the confines of the temporary roadway shall be repaired to match adjacent area.

**20. TOILETS**

The General Prime Contractor shall provide and maintain sanitary temporary toilets, located where directed by DFD's Project Representative, in sufficient number required for the force employed. The toilets shall comply with International Building Code Chapter 29 on Plumbing Systems. Toilets shall be self-contained chemical type.

As soon as conditions will allow, the Plumbing Trade shall provide temporary toilets within the building, where directed, and equip the room with at least two temporary water closets and one temporary lavatory, each with connections to cold water and sanitary sewer. The General Prime Contractor shall provide a temporary wood enclosure with doors; remove when directed.

After directed by DFD's Project Representative, the Plumber shall remove the temporary fixtures and replace them with permanent fixtures.

After temporary toilet accommodations are provided within the building, the General Prime Contractor shall remove the temporary outside toilets.

The General Prime Contractor shall maintain the temporary toilets in a sanitary condition at all times and shall supply toilet paper until completion of the job.

**NOTE: If existing toilet facilities are available, use the following "Contractor should arrange with state agency to use nearby existing toilet facilities. Toilets used by workmen shall be kept clean and sanitary at all times."**

**21. TELEPHONES**

It is expected that each contractor have access to their own cell phone for their own use. No additional telephone service will be provided

**22. WATER SUPPLY**

The General Prime Contractor shall supply all water required for construction and other purposes until the permanent water supply system is accepted and in operation.

Immediately after award of contract, the Plumbing Trade shall make arrangements for temporary connections and extension of existing water service facilities. As soon as possible, the Plumbing Trade shall install the permanent main into the building and provide a temporary gate valve, extend piping, provide temporary water meter, and provide two 3/4" hose bibbs on each floor, located where directed. Permanent risers may be used for temporary service. Provide two 3/4" hose bibbs outside of the building at suitable locations for construction purposes where directed.

The Plumbing Trade shall supply, maintain the installation, and remove it when directed by DFD's Project Representative. The General Prime Contractor shall provide necessary patching of surfaces and structure after such temporary service is removed.

The General Prime Contractor shall prevent waste of water and shall maintain valves, connections, and hoses in perfect condition, at all times. Trades shall provide their own hose or piping from hose bibbs.

The Contractor shall pay cost of water used.

Immediately after award of contract, the Plumbing Trade shall make arrangements to begin underground sewer work and shall complete sewer work, including backfilling required, as soon as possible.

**NOTE: If existing water service is available, use the following "Contractor should arrange with state agency to use nearby existing water service. Toilets and slop sinks used by workmen shall be kept clean and sanitary at all times."**

**23. TEMPORARY ELECTRICAL WORK**

**NOTE TO ARCHITECT/ENGINEER: This article is to be specifically written & edited for each project. See following example for guide specification.**

The General Prime Contractor shall make all arrangements with the local utility company for metered electrical service, pay for the installation of all temporary service to utility point of termination shown on drawings, and upon completion of project, pay for removal of temporary service. The General Prime Contractor shall patch surfaces and structure after services have been removed. The service shall be 120/208 volt, 3 phase, 4 wire, **(200 or 400)** amps, **NOTE: Architect/Engineer to select one.**

If a Contractor contemplates the use of equipment that requires a different voltage or greater capacity than that specified, then that Contractor must arrange with Utility for this additional service and pay for installation of the service and the necessary additional switches and wiring required.

The meter shall be taken out in the General Prime Contractor's name.

The General Prime Contractor shall pay for all electrical energy consumed for construction purposes for all trades including temporary offices, for operation of ventilating equipment, for heating of building, and for testing and operating of all equipment. The General Prime Contractor shall continue to pay for energy used until substantial completion even though equipment has been connected to the permanent wiring.

Any Trade that has a temporary office shall provide and pay for installation of temporary service for lighting of such temporary office.

The Electrical Trade shall provide meter base and wiring to point of utility termination, provide main fused service switch, and fused or breaker distribution panel(s). The Electrical Trade shall also provide, at no cost to others, all lamps, wiring, switches, sockets and similar equipment required for temporary system until substantial completion. Upon completion of the project, the Electrical Trade shall remove the temporary system.

The temporary lighting system shall be sufficient to enable all trades to safely complete their work and to enable DFD's Project Representative to check all work as it is being done. Illumination shall be 5 foot-candles minimum in all areas and, in addition, shall meet or exceed the requirements of 29 CFR 1926.56 Illumination (OSHA regulations).

Provide at least one duplex outlet for small power tools for each 400 square feet of floor space, 120 volt single phase. Circuits shall be 20 ampere, single pole.

In accordance with the latest issue of the National Electrical Code, all temporary electrical circuits for construction purposes shall be equipped with combination ground fault interrupter and circuit breakers meeting the requirements of UL for Class A, Group 1 devices. The ground fault interrupter portion shall be solid state type, insulated and isolated from the breaker mechanism. A test button shall be provided for checking the device. The breaker mechanism shall provide overload and short circuit protection and shall be operated by a toggle switch with overcenter switching mechanism so that contact cannot be held closed.

All Trades shall furnish their extension cords and lamps other than those furnished for general lighting.

All Trades and other separate Contractors shall be allowed to use the service provided for general lighting and fractional horsepower hand tools at no cost.

The General Prime Contractor shall be compensated by those requiring three phase and single-phase energy used for equipment other than fractional horsepower hand tools. Arrangements shall be made with the General Prime Contractor before construction equipment is used.

The General Prime Contractor shall post the cost rates at start of construction. Rates may be posted on an hourly use basis or energy may be submetered at the General Prime Contractor's option, but shall be based upon a fair and reasonable estimate of the cost of power used as billed by the Utility.

Those trades requiring lighting or other electrical service outside of building shall pay for the installation and removal of service, maintenance charges, and energy consumed.

Trades requiring voltage other than basic temporary system specified, three phase power, or a special single phase run, for operation of construction equipment or testing shall make their own arrangements with the General Prime Contractor for cost of energy used, and the Electrical Trade for the cost of installation, and removal when no longer required.

Heating and Ventilating Trade shall provide wiring, equipment and connections for portable or temporary heating units.

The Electrical Trade shall expedite the work under this contract in such a manner that the permanent power wiring system and panels will be installed and connected to permanent heating and ventilating equipment in time to operate and test this equipment when the building has been closed sufficiently to permit the use of portions of heating and ventilating system for temporary heating during construction. Permanent wiring and connections may be used at permanent equipment; however, the use of the permanent system during construction shall in no way waive any part of the guarantee period.

After Substantial Completion of the permanent electrical system and building wiring, permanent receptacles may be used during finishing work. Permanent wiring for lighting fixtures, switches and receptacles shall be installed only after all masonry and plastering has been completed, but this wiring shall not be used for motors larger than fractional HP or for welding equipment. Circuits for larger motors and welding equipment may be provided with special circuits to mains of electrical panels at the expense of those trades requiring them, provided that special permission is obtained from DFD's Project Representative and the installation is made by skilled electricians.

**24. COLD WEATHER PROTECTION**

**NOTE: Edit appropriately to the project. It is suggested that this section not be deleted even if cold weather projection is not anticipated.**

All heating and protective covering, required to protect the work from injury due to freezing and moisture during the construction period and prior to enclosure of the building, shall be classed as COLD WEATHER PROTECTION. Such protection shall be provided and paid for by the General Prime Contractor.

Heat required to protect materials from injury due to freezing during the construction period and prior to enclosure, shall be provided by means of portable heating units intended for this purpose.

All heating units must be approved types. Proper ventilation must be provided. The use of temporary units whose product of combustion will damage fresh concrete, mortar or other building materials, will not be allowed. Use of coke or oil salamanders is prohibited.

If electrical power is required for oil or gas portable heating units, it may be taken from the available temporary power source and paid for by the General Prime Contractor.

Heating units and the area surrounding the units shall be kept in a clean and safe condition.

**25. ENCLOSURE**

Before the building, or portion thereof, can be considered enclosed, the General Prime Contractor shall have advanced the construction of the building to conform with the following requirements.

The exterior walls should be erected to full thickness and height shall extend to the top of the horizontal level which encloses the space intended to receive heat. If erection of full thick walls is not feasible, erection of back-up wall only will be accepted if approved weatherproofing of back-up materials is provided to avoid damage to back-up materials.

The horizontal slab, which will serve as the overhead enclosure of the spaces to receive heat (whether it be the roof slab or intermediate floor slab), shall have all openings covered with closures capable of sustaining any loads imposed thereon. The entire overhead enclosure shall be made weatherproof.

Provide approved translucent material for temporary enclosure of window openings if they have not been glazed. Plain or reinforced polyethylene film or other suitable translucent material will be acceptable, provided it is installed in or on a well fitting rigid wood frame and kept in good repair. This means of temporary enclosure shall be used for other minor openings in walls.

Construct temporary walls as required to protect contents and to separate the interior enclosed sections from the interior open section of the building during construction. Temporary wall enclosure shall consist of plywood panels, at least 3/8" thick, fastened to wood framework, consisting of 2 x 4 studs spaced 24" o.c., securely spiked to wood plates, top and bottom. Provide intermediate girts between studs as required for fastening of plywood. Temporary walls must provide protection from dirt, dust, and drafts.

Provide exterior doors with hinges, self-closing device, and locks.

Make suitable provisions for passage of air to permit proper drying out of the building.

At end of day's work, securely close temporary enclosures. Padlock exterior doors. The General Prime Contractor shall supervise effectiveness of enclosures.

Where reference is made to a "portion of the building", it is intended to mean definable areas of the building such as a group of floor levels or an entire wing of the building. It is not intended to require a room-by-room or erratic piece-meal enclosure operation, but shall provide for an orderly expansion of large adjacent or related areas to be enclosed which are advantageous to the progress of the work and approved by DFD's Project Representative.

**26. TEMPORARY HEAT**

All heating required after enclosure of the building up to substantial completion shall be classified as TEMPORARY HEAT. Enclosure is defined in preceding Article.

**NOTE TO ARCHITECT/ENGINEER: Conditions at the site must be investigated to determine source of heat, if any, is available. This article is to be specifically edited for each project. See following example for guide specification. In some cases it is not feasible to use the permanent system for temporary heat. This must be determined prior to writing temporary heat specifications. There are times (on larger projects especially) when a temporary system is mandatory because the permanent system will not be ready or should not be used.**

It shall be the responsibility of the General Prime Contractor to see that every precaution is used to prevent unnecessary escape of heat.

For installations where central plant steam or central plant hot water will be used for permanent heating, the State will furnish all steam or hot water required for temporary heat at no cost to the Contractor. (Condensate shall be wasted until it is determined by DFD's Project Representative that condensate is of a quality suitable for return to the central plant. When such determination is made all condensate shall be returned to the State's system). It is the responsibility of the heating trade to connect to the existing steam or hot water source.

For installations that are not connected to central plant steam or central plant hot water, the General Prime Contractor shall pay the fuel costs for temporary heat for both permanent heating systems used for temporary heat and/or temporary heating systems used for temporary heat.

The General Prime Contractor shall pay for all electrical energy consumed for temporary heat.

The Heating Trade shall provide one of the following systems or a combination thereof, for furnishing temporary heat:

Permanent heating system may be used for temporary heating. If permanent system is used, the Heating Trade shall install in their permanent location heating coils or connectors as approved by DFD, with controls to maintain temperatures required. Temporary filters shall be used in the permanent system. Provide bases, shields, etc., around heating elements to prevent too rapid drying of adjacent concrete, masonry or plaster. Relocation of some of the permanent heating system equipment may be required during construction to prevent interference with new construction. Temporary units may be installed in such areas during the time permanent equipment is not operating due to relocation

**The two paragraphs below apply where the building is connected to a central plant system. Delete if not applicable.**

If permanent system is not operable and the building is enclosed and heating is required, the Heating Trade may furnish and install a temporary hot water heating system. Where applicable, steam supply piping, heat exchanger, and condensate pump shall be installed. Temporary heating system shall consist of horizontal type "Unit Heaters". Provide unit heaters as required to maintain temperatures specified hereinafter. Each unit shall be installed complete with valve on supply branch and on return, electric line voltage room thermostat to cycle the fan motor, and necessary supply and return piping. Temporary piping shall be run to units on each floor. Return piping shall be run from each unit to common return main terminating at heat exchanger in equipment room. Where applicable, the Heating Trade shall provide a temporary steam prv station and condensate return pump if permanent installation is not ready for operation at the time temporary heat is required. All steam supply piping shall be properly pitched and dripped, and piping shall be sized in accordance with ASHRAE pipe sizing tables.

If permanent system is not operable and the building is enclosed and heating is required, the Heating Trade may furnish and install a temporary low pressure steam heating system. The temporary heating system shall consist of horizontal type steam unit heaters. Provide unit heaters as required to maintain temperatures specified hereinafter. Each unit shall be installed complete with gate valve on steam supply branch, float and thermostat trap on return, electric line voltage room thermostat to cycle the fan motor and necessary steam supply and condensate return piping. Temporary steam piping shall be run to units on each floor. Condensate return piping shall be run from each unit to a common return main terminating at the permanent condensate pump in condensate return system. The Heating Trade shall provide a temporary steam prv station and condensate return pump if permanent installation is not ready for operation at the time temporary heat is required. All steam supply piping shall be properly pitched and dripped, and piping shall be sized in accordance with ASHRAE pipe sizing tables.

The distribution piping of the permanent heating system may be utilized for supply and return to unit heaters on each floor in lieu of temporary piping, provided approved connections, controls and protection of such piping is maintained.

If the permanent air system is used during temporary heating period, temporary filters shall be provided in the system and they shall have efficiency equal to the permanent filters. The return air ductwork shall be protected from construction dirt by temporary filters placed over return openings.

If the Heating Trade does not have one of the above systems in operation by the time the building is enclosed, then the Heating Trade shall provide, maintain and supervise the operation of temporary portable units with necessary automatic controls to provide required temperatures. Current required may be taken from the temporary electrical service. See "Temporary electrical Installation". Cost of fuel to operate portable units shall be paid by the General Prime Contractor.

All electrical wiring required for temporary heating units shall be furnished and installed by Heating Trade, from temporary wiring service. Electrical wiring to permanent equipment used for temporary heating that has been mounted in its permanent location shall be wired by trades skilled in that work.

The use of open salamanders as portable heating units will not be approved. All portable temporary heating units shall be properly ventilated to prevent combustion gases from remaining in the heating area.

The Heating Trade must ascertain if heating equipment will operate on the temporary electrical service available. If service is insufficient to operate equipment, Heating Trade shall make other arrangements.

The Heating Trade shall be responsible for the proper adjustment and maintenance of the system, and shall supervise and be responsible for the operation of the system used for temporary heating until State occupies the building. Supervision shall include periodic checking of operation as required.

A minimum temperature of 45 degrees and a maximum temperature of 60 degrees for the building shall be maintained by the Heating Trade, except for a period of at least ten days prior to the placing of interior woodwork and throughout the placing of this and other finish, varnishing, painting, etc., and until substantial completion to provide sufficient heat to insure a temperature in the spaces involved of not less than 70 degrees nor more than 80 degrees.

The temporary heating system shall be removed by the Heating Trade after the permanent heating system has been installed and operating. Surfaces and structure shall be patched as required. Temporary heating equipment shall be relocated by the Heating Trade as required during construction to prevent interference with new construction.

At completion of construction work or when temporary heat is no longer required, Heating Trade must repair any damage done to permanent equipment during temporary heating period and also perform the necessary cleaning of all ducts and equipment. The Heating Trade shall provide permanent filters to the complete satisfaction of DFD.

**27. FIRE PROTECTION**

The General Prime Contractor shall provide and maintain in working order during the entire construction period, a minimum of three (3) fire extinguishers on each floor level, including basement of the building, and one (1) in temporary office. Extinguishers shall be nonfreeze type such as A-B-C rated dry chemical, of not less than 10-pound capacity each. In addition, any Subcontractor who maintains an enclosed shed on the site shall provide and maintain, in an accessible location, one or more similar nonfreezing type fire extinguisher in each enclosed shed.

Fire alarm systems and fire suppression systems shall be kept in service during construction. The General Prime Contractor shall impair system operability only as necessary to avoid false alarms, false activations or damage and where required to complete construction activities. The General Prime Contractor is responsible for the first responder cost of repeat false alarms.

Where systems are impaired, provide a fire protection impairment program in compliance with NFPA 25, NFPA 72, NFPA 101, IFC Chapter 9 and the Authority Having Jurisdiction (AHJ) including the following:

* Written notification to DFD’s Construction Representative, the Agency Impairment Coordinator (to be assigned at the preconstruction meeting), first responders and the fire department of the dates, times and extent of system impairments and system restorations and description of contractor actions minimizing risk.
* Temporary bagging or removal of smoke detectors during the work day with restoration of smoke detectors at end of the work day.
* Confirmation that systems are fully operational at the end of the work day before leaving the job site.
* An approved fire watch or other approved procedures where systems are disabled beyond the work day or where required by the DFD Project Representative, the Agency Impairment Coordinator, first responders or the fire department.
* Tags indicating which system or system component has been impaired placed at each fire department connection, affected control valve and alarm panel. Remove tags after restoration.
* Tags listing temporary fire alarm notification procedures on all non-functional fire alarm devices including pull stations, automatic detectors and audio/visuals. Remove tags after restoration.
* Daily log of system impairments and restorations.

**28. WATCHPERSONS**

Watchpersons will not be furnished by the State. The Contractor shall provide such precautionary measures, to include the furnishing of watchpersons if deemed necessary, to protect persons and property from damage or loss where the Contractor's work is involved.

**29. STORAGE OF MATERIALS**

Contractor shall confine equipment, apparatus, storage of materials and operations to limits indicated on the drawings or by specific direction of DFD's Project Representative and shall not bring material onto the site until they are needed for the progress of the work.

The storage of materials on the grounds and within the building shall be in strict accordance with the instructions of DFD's Project Representative. Storage of materials within the building shall at no time exceed the design carrying capacity of the structural system.

Provide and maintain watertight storage sheds on the premises where directed, for storage of materials that might be damaged by weather. Sheds shall have wood floors raised at least 6" above the ground.

All materials affected by moisture shall be stored on platforms and protected from the weather.

All materials shall be stored in a manner that prevents release of hazardous material to the environment.

All hazardous materials, including motor fuels, shall be properly handled and contained to prevent spills or other releases. The General Prime Contractor shall develop and maintain a contingency plan to provide emergency response, containment, and cleanup of spills of hazardous materials resulting from contract activities. All spills and releases shall be reported to DFD as soon as possible.

During the construction of this building, materials, construction sheds, and earth stockpiles shall be located so as not to interfere with the installation of the utilities nor cause damage to existing lines.

The Contractor shall allot space to others for storage of their materials, and erection of their sheds.

Should it be necessary at any time to move material sheds or storage platforms, the Contractor shall move same at the Contractor's expense, when directed by DFD's Project Representative.

The State assumes no responsibility for materials stored in building or on the site. The Contractor assumes full responsibility for damage due to the storage of materials.

Repairing of areas used for placing of sheds, offices, and for storage of materials shall be done by the Contractor.

**30. PROTECTION OF FINISHED CONSTRUCTION**

Contractor shall assume the responsibility for the protection of all finished construction under the Contract and shall repair and restore any and all damage of finished work to its original state.

Wheeling of any loads over any type of floor, either with or without plank protection, will be permitted only in rubber tired wheelbarrows, buggies, trucks or dollies.

Where structural concrete is also the finished surface, care must be taken to avoid marking or damaging those surfaces.

**31. PROTECTION IN GENERAL**

All structures and equipment shall be constructed, installed and operated with guards, controls and other devices in place.

Temporary pumps required for pumping water from building excavation or from building proper shall be provided by the General Prime Contractor, including temporary connections. Plumbing Trade shall install permanent sump basins and piping where and when required. Permanent sump pumps shall not be installed until building is substantially complete and when approved by DFD's Project Representative. The General Prime Contractor shall remove temporary pumps and connections when approved by DFD's Project Representative.

The General Prime Contractor shall:

Provide, erect and maintain all required planking, barricades, guard rails, temporary walkways, etc., of sufficient size and strength necessary for protection of stored material and equipment; paved surfaces, walks, curbs, gutters and drives; streets adjacent to or within project area; adjoining property and all project work to prevent accidents to the public and the workmen at the job site.

Notify adjacent property owners if their property interferes with the work so that arrangements for proper protection can be made.

Provide and maintain proper shoring and bracing to prevent earth from caving or washing into the building excavation. Provide temporary protection around openings through floors and roofs, including elevator openings, stairwells, and edge of slabs.

Provide and maintain proper shoring and bracing for existing underground utilities, sewers, etc., encountered during excavation work, to protect them from collapse or other type of damage until such time as they are to be removed, incorporated into the new work, or can be properly backfilled upon completion of new work.

Provide protection against rain, snow, wind, ice, storms, or heat to maintain all work, materials, apparatus, and fixtures, incorporated in the work or stored on the site, free from injury or damage. At the end of the day's work, cover all new work likely to be damaged. Remove snow and ice as necessary for safety and proper execution of the work.

Protect the building and foundations from damage at all times from rain, ground water and back-up from drains or sewers. Provide all equipment and enclosures as necessary to provide this protection.

Damaged property shall be repaired or replaced in order to return it to its original condition. Damaged lawns shall be replaced with sod.

Protect materials, work and equipment, not normally covered by above protection, until construction proceeds to a point where the general building protection of the area where located, dispenses with the necessity therefore. Protect work outside of the building lines such as trenches and open excavations, as specified above.

Take all necessary precautions to protect the State's property as well as adjacent property, including trees, shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, etc., from any and all damage which may result due to work on this project.

Repair work outside of property line in accordance with the requirements of the authority having jurisdiction.

Repair any work, damaged by failure to provide proper and adequate protection, to its original state to the satisfaction of DFD or remove and replace with new work at the Contractor's expense.

Protect trees indicated on the drawings to remain and trees in locations that would not interfere with new construction, from all damage. Do not injure trunks, branches, or roots of trees that are to remain. Do cutting and trimming only as approved and as directed by DFD's Project Representative.

The value of trees destroyed or damaged will be charged against the account of the Contractor responsible for the damage in an amount equal to the expense of replacing the trees with those of similar kind and size, but not to exceed $1000.00 for any one tree.

**32. CLEANING AND WASTE DISPOSAL**

**NOTE: This section is written to assume essentially a “broom clean: room upon completion of the project. In some cases (telecom rooms or other specialized or higher sensitive facilities), this is not sufficient. Sometimes vacuuming, mopping, and full wiping of surfaces, etc. is needed. A/E and consultants shall review cleaning requirements with respect to each room with the DFD Project Manager. If additional cleaning is needed above and beyond what is specified in this section, edit accordingly.**

Contractor shall be responsible for all cleaning required within the technical sections of the specifications governing work under the Contractor's jurisdiction as well as for keeping all work areas, passageways, ramps, stairs and all other areas of the premises free of accumulation of surplus materials, rubbish, debris and scrap which may be caused by the Contractor's operations or that of the Subcontractors.

Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of each week.

Combustible waste shall be removed immediately or stored in fire resistive containers until disposed of in an approved manner.

No burning of rubbish or debris will be allowed at the site. Rubbish, debris and scrap shall not be thrown through any window or other opening, or dropped from any great height; it shall be conducted to the ground, to waiting truck(s) or removable container(s) by means of approved chutes or other means of controlled conveyance.

Form and scrap lumber shall have all nails withdrawn or bent over; shall be neatly stacked, placed in trash bins, or removed from the premises.

Spillages of oil, grease or other liquids which could cause a slippery or otherwise hazardous situation or stain a finished surface shall be cleaned up immediately.

Waste materials removed from the site shall be managed by the contractor and disposed of in accordance with all applicable laws, regulations, codes, rules, and standards. Materials that meet the definition of a hazardous waste (Wis. Admin. Code NR 600) shall be disposed through the State's hazardous wastes service contract (Posted on Vendornet <https://vendornet.wi.gov/Contracts.aspx>; search for “hazardous waste service), unless otherwise directed in writing by DFD. The Contractor shall prepare all hazardous wastes for transport and disposal. Arrangements for disposal shall be coordinated through DFD's Project Representative. Charges for transport and disposal of hazardous waste by the State's hazardous waste service contractor will be paid directly by the State. Other materials such as soil, debris, sludge, water, etc. generated by project activities which may contain constituents exceeding federal, state, or local environmental cleanup standards must not be removed from the site, or treated and disposed on site without prior written approval of DFD. DFD will provide a list of acceptable offsite disposal or treatment facilities for disposal by Contractor. Other unused or discarded materials may be treated as solid waste. Facilities for recycle, disposal or landfill of such items shall be approved by DFD prior to removal from the site.

Dust, dirt and other foreign matter shall be removed completely from all internal surfaces of all mechanical and electrical units, cabinets, ducts, pipes, etc.

Dirt, soil, fingerprints, stains and the like, shall be completely removed from all exposed finished surfaces.

General Prime Contractor shall wash all glass immediately prior to the occupancy of this project. Work shall include the removal of labels, paint splattering, glazing compound and sealant. Surfaces shall include mirrors and both sides of all glass in windows, borrowed lights, partitions, doors and side lights.

Broken, scratched or otherwise damaged glass shall be replaced by the General Prime Contractor.

In addition to the above, the General Prime Contractor shall be responsible for the general "broom" cleaning of the premises and for expediting all of the cleaning, washing, waxing and polishing required within the technical sections of the specifications governing work under this Contract. The General Prime Contractor shall also perform "final" cleaning of all exposed surfaces to remove all foreign matter, spots, soil, construction dust, etc., so as to put the project in a complete and finished condition ready for acceptance and use intended.

If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, DFD reserves the right to have said work done by others and the related cost(s) will be deducted from monies due the Contractor.

**33. OPERATING AND MAINTENANCE MANUALS AND INSTRUCTIONS**

Contractor shall provide Agency Staff with two (2) sets of the O&M data for each device, piece of equipment and assembly furnished and/or installed under this contract. Format shall be paper, indexed and labeled and bound in three-ring binders. In addition to the hard copies provide electronic (PDF) copies of the O&M manuals to the AE. Also include, the electronic media (CD or flash drive) in 3 hole vinyl holders in binders.

The O&M manuals shall include the following:

* Table of Contents
* Contact information (including emergency contact number) for installing contractor, original vendor manufacturer and service provider
* Copy of approved submittals
* As-built control drawings and sequences of operations
* Catalog data or literature with correct model number checked
* Manufacturer’s installation and operation instructions including start-up, break-in, shutdown, seasonal, emergency and special operation procedures
* Manufacturer’s maintenance instructions including procedures and instructions for problem corrections, preventive maintenance, testing, alignment, adjustment and repair
* Complete parts list in an exploded view diagram of the equipment
* Construction Verification Checklists
* Inspection and testing reports
* Maintenance records indicating maintenance performed by contractor prior to substantial completion
* Equipment warranties including terms and conditions and date of inception (substantial completion) and date of expiration
* List of special tools or testing equipment required for the operation, testing or maintenance of the equipment
* For items assembled by the Contractor for special functions, write operating and maintenance instructions

Contractor shall submit to A/E for review, make revisions noted by A/E and provide final O&M data for A/E’s review 30 business days prior to training. Any revisions or changes to the systems and/or equipment post delivery of the final O & M data submittal must be submitted to A/E as an addendum within 30 days of the revision or change.

**34. TESTS AND ADJUSTMENTS**

The complete installation consisting of the several parts and systems and all equipment installed according to the requirements of the Contract Documents, shall be ready in all respects for use by the User Agency and shall be subjected to a test at full operating conditions and pressures for normal conditions of use.

Contractor shall make all necessary adjustments and replacements affecting the work which is necessary to fulfill DFD's requirements and to comply with the directions and recommendations of the manufacturer of the several pieces of equipment, and to comply with all codes and regulations which may apply to the entire installation. Contractor shall also make all required adjustments to comply with all provisions of the drawings and specifications.

**35. LOOSE AND DETACHABLE PARTS**

Contractor shall retain all loose and small detachable parts of apparatus and equipment furnished under this Contract, until completion of the work and shall turn them over to DFD's Project Representative designated to receive them. Contractor shall obtain from DFD an itemized receipt thereof in triplicate. Contractor shall retain one copy of receipt for their files and attach the other two to request for final payment for the work.

**36. EROSION CONTROL AND STORM WATER MANAGEMENT**

In accordance with state law, where applicable, and what the Department of Administration believes to be good soil conservation practices and pollution prevention, the General Prime Contractor shall be governed by the following:

The General Prime Contractor hereby covenants to maintain all project grounds, public streets and associated areas, including fill areas in a manner consistent with state laws and the general policy to conserve soil and soil resources, and to control and prevent soil erosion and to control and prevent siltation into waters of the state. This clause is to be liberally construed to further the above stated objectives. The following shall include, but not limit areas in which control is to be executed:

Erosion Control Plan: Implement the erosion control plan developed for the project and maintain erosion control practices throughout the construction period. Modifications to the erosion control plan, addressing phases of construction shall be the responsibility of the General Prime Contractor. Erosion control practices that are compromised as the result of construction activity shall be returned to their functioning state by the end of the current work day. Where applicable, erosion control practices shall comply with Chapters NR 151 and 216, Wis. Adm. Code.

Minimum Stripping: Limit stripping of sod and vegetation and limit land disturbance to an area and a time period that will expose bare soil to least possibility of erosion that construction requirements will allow.

Stockpiling: Materials, including soil, shall be stored and protected in a manner that will prevent runoff of material from the stockpiles into streets, drainage facilities, storm sewer systems, or waters of the state in the event of rain.

Soil Erosion and Erodible Materials: Take positive measures to prevent soil erosion from the construction area and areas disturbed by construction activities by employing such means as seed and mulch, mulches, intercepting embankments and berms, sedimentation basins, ditch checks, riprap, erosion mats, silt fence, approved polyacrylamides, inlet protection, or other temporary erosion control devices or methods.

Record Keeping: Maintain a copy of the current erosion control plan on site. Maintain maintenance records and inspection logs on-site for erosion control and storm water management practices. Contractor shall provide project representative with a weekly maintenance and inspection report.

Street Maintenance: Control the tracking of soil onto street and paved surfaces to a minimum. Any such tracking shall be removed no less than on a daily basis.

Storm Water Management: Practices installed for post-construction storm water management shall be protected during construction activity, and in the event that their intended function becomes compromised during construction activity, shall be restored and/or repaired according to Chapters NR 151 and 216, Wis. Adm. Code, for post-construction storm water management.

Erosion control and storm water management practices shall be installed and maintained in accordance with the WDNR approved technical standards available at the following website:

<https://dnr.wisconsin.gov/topic/Stormwater/standards>

Responsibility and authority for inspections are vested in the Department of Administration through the Division of Facilities Development.

Responsibility and authority for maintaining records for NR 216 is the responsibility of the General Prime Contractor.

**37. Air Quality Management**

In accordance with the Department of Administration’s air quality management practice on Ozone Action Days, all contractors shall reduce or limit emissions and particulate matter that adversely affect air quality.

The General Prime Contractor shall establish the action plan, in cooperation with other contractor(s), concerning implementation of air quality management on Ozone Action Days. This plan shall include suspending work or modifying operations for all activities related to ozone, volatile organic compounds (VOC) and nitrogen oxide emissions. These work activities include but are not limited to the following:

Limit equipment and vehicle refueling to after 6 pm.

Limit use of gasoline-powered vehicle and equipment.

Limit excessive idling of diesel-powered vehicle and equipment.

Limit large scale painting with VOC.

Limit large scale asphalt roofing and paving.

Limit and/or control all dust creating activities.

For information on air quality readings on Ozone Action Days refer to:

1-866-324-5924; or

<https://dnr.wisconsin.gov/topic/AirQuality/Ozone.html>

**38. Construction Waste Management**

See Section 01 74 19 – Construction Waste Management.

**39. GUARANTEE DOCUMENTS**

Upon Substantial Completion of project, the General Prime Contractor shall submit such written guarantees and bonds to DFD for presentation to the User Agency. Furnish guarantees in triplicate unless otherwise indicated.

**40. RECORD DOCUMENTS**

On a suitable set of Contract Documents, the contractor is to maintain a daily record of changes and deviations from the contract.  All buried or concealed piping, conduit, or similar items shall be located by dimensions and elevations on the record drawings.

The daily record of changes shall be the responsibility of Contractor's field superintendent.  No arbitrary mark-ups will be permitted.

Once during the month the Contractor shall present, at the project, the job copy showing variations and changes to date to the Architect/Engineer and DFD Project Representative for their review.

At substantial completion of the project, the Contractor shall transmit the marked up as-built documents to the Architect/Engineer and copy the DFD Project Representative on the transmittal of the documents.  The A/E will incorporate the contractor marked up as-built drawings into the record drawings.

In addition to providing marked up drawings to the AE, the contractor shall provide (when available) electronic drawing drawings for all contractor generated drawings to the AE. Drawing shall include but not be limited to:

* Contractor coordinated BIM models
* Fabrication, erection and installation drawings for:
  + Ductwork and piping
  + Steel
  + Concrete
  + Special process systems
  + Lighting controls
  + Audio Visual
  + Telecommunications
* -DSPS approved submittals for:
  + Fire Protection
  + Fire Alarm
  + Structural
  + Elevator

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