



Innovative Solutions
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University of Wisconsin-Madison
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Madison, WI 53715

Subject: Project Manual Submission
Date: Tuesday, May 5th, 2020

Professor Oleinik,

InnoSo Consulting Company is submitting the full Project Manual for the Stoughton Power Plant Adaptive Re-use. Within this submittal are the contract front-end documents, technical specifications relevant to the project, and the completed drawing set. Please contact InnoSo Consulting Company if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "John Snyder".

John Snyder
Project Manager
InnoSo Consulting Company

Adaptive Reuse of Stoughton Power Plant No. 1

**InnoSo Consulting Company
Stoughton, WI**

GPC (General Prime Contractor) BID DOCUMENT

Division Project No. **2020.01**

May 5th, 2020

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



By

**InnoSo Consulting Company
1415 Engineering Hall
Madison, WI 53706
(914)-218-7030**

Russ Kowalski and Kurt Straus

Disclaimer

The concepts, drawings, and written materials provided here were prepared by students in the Department of Civil & Environmental Engineering at the University of Wisconsin-Madison as an activity in the course CEE 578/GLE 479. These do not represent the work products of licensed Professional Engineers. These are not for construction purposes

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1 **GPC INVITATION TO BID** (Rev 11/2017)
2 DIVISION OF FACILITIES DEVELOPMENT

3
4 **Adaptive Reuse of Stoughton Power Plant No. 1**
5 **InnoSo Consulting Company**
6 **Stoughton, WI**
7

8
9
10 Division Project No. **2020.01**

11
12 **BID OPENING for MEP BIDDERS: 2:00 P.M., July 30, 2020**

13 **BID OPENING for GENERAL PRIME CONTRACTOR BIDDERS: 2:00 P.M., July 30, 2020**
14

15 OWNER: State of Wisconsin, Department of Administration, Division of Facilities Development,
16 hereinafter termed DFD.
17

18 **NOTICE: Effective January 1, 2014, all potential bidders must be certified by DOA prior to submitting**
19 **bids on state construction projects over \$50,000.** All bids received from contractors who are not certified
20 will be rejected. Contractor certification applications and instructions for completing the form may be
21 obtained from the DOA Website DFD Contractor Certification page:
22 <http://www.doa.state.wi.us/category.asp?linkcatid=857&linkid=125&locid=4> or upon request from DFD--
23 email dfdcertification@wisconsin.gov.
24

25 **This project is being let using a new single prime bidding and contracting process.** DFD will publicly
26 bid the applicable mechanical, electrical, plumbing, and fire protection (MEP) divisions of work **first**. Within
27 5 days of the MEP bid opening, DFD will identify a lowest, qualified, responsible, certified bidder in each
28 applicable MEP division of work. These successful MEP bids must be included in all general prime contractor
29 bids received. No later than 5 days after DFD identifies the successful MEP bids, DFD will publicly open
30 general prime contractor bids. **General prime contractor bids that do not include the successful MEP**
31 **bids will be rejected.** The state will enter into a single contract with the lowest, qualified, responsible,
32 certified general prime contractor and this general prime contractor will enter into subcontracts with the
33 successful MEP bidders. If a project does not include any mechanical, electrical, plumbing, or fire protection
34 divisions of work, DFD will bid one bid package for all work to general prime contractors.
35

36 Sealed bids will be received **at** the State of Wisconsin Administration Building, 7th Floor, 101 East Wilson
37 Street, Madison, Wisconsin 53703, before the time indicated above. The bidder is responsible for the sealed
38 bid being delivered to the indicated location for receipt stamping before the time specified for the bid opening.
39 Third party delivery is entirely at the bidder's risk.
40

41 In general the work consists of rehabilitating and finding an alternate use for Stoughton Power Plant No. 1,
42 located in Stoughton, WI. Along with the rehabilitation, a three seasons room, patio and deck will be added to
43 the existing building. The indoor capacity will be increased to 90 people and the outdoor capacity will be
44 increased to 36 people. The square footage of the building will be increased to by 1800 square feet.
45

46
47 Bidding documents (drawings, specifications, and addenda) may be obtained only as electronic files (in PDF
48 format): as a downloadable file from the Division's Projects Bidding website (see website address below)
49 and/or on compact discs or DVD by ordering from the Construction Project Bidding Opportunities webpage.
50 Bidding documents may also be seen at various Builders' Exchanges. Additional project bidding information,
51 including plan holders lists are available on the Division of Facilities Development public website:
52 <http://www.doa.state.wi.us/divisions/facilities-development>. After opening the web page, select Current
53 Construction Project Bidding Opportunities at the bottom of the screen.
54

1 Bidder shall identify the division of work they are bidding on when requesting Bidding Documents online.

2

3 **Base Bid will be received for: A single lump sum bid for All Work.**

4

5 No deposit is required to obtain documents for bidding purposes.

6

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

8

9 Contract offer and construction phase records will be processed electronically on the WisBuild™ DFD
10 Information System.

11

12 **The 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) repealed Wisconsin's prevailing**
13 **wage laws. Effective September 23, 2017, state prevailing wage requirements on state building**
14 **projects no longer apply. These changes take effect for projects advertised for bid after September**
15 **23, 2017. This change does not affect the Federal Davis Bacon Act requirements.**

16

17

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

19

20

1 **GPC INSTRUCTIONS TO BIDDERS** (Rev 11/2017)

2
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4 Division Project No. **2020.01**

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31
32 **1. DEFINITIONS**

33
34 (a) "Mechanical, electrical, or plumbing subcontractor" ("MEP Subcontractor") is a contractor that
35 performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection
36 (fire suppression) work for the Project, and enters into a contract with the General Prime Contractor to
37 perform their division of work.

38
39 (b) "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s.
40 16.855(9m)(b)1.

41
42 (c) "Qualified responsible bidder" means a contractor who is a qualified bidder and who is a
43 responsible bidder.

44
45 (d) "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s.
46 16.855(9m)(b)2.

47
48 (e) "Single prime contracting" means bidding and contracting through a process in which only a
49 general prime contractor has a contractual relationship with the state and all mechanical, electrical, or
50 plumbing subcontractors are identified by the department and are subcontractors to the General Prime
51 Contractor.

52
53 (f) "General Prime Contractor" is a contractor that enters into a contract with the state to perform all
54 work as required by the Contract Documents and enters into contracts with subcontractors including MEP
55 Subcontractors identified by DFD.
56

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

4
5 (h) “Subcontractor” is all subcontractors on a project. This includes MEP Subcontractors,
6 subcontractors to the MEP Subcontractors, and Non-MEP Subcontractors.

7
8 (i) “Contractor” is all contractors working on a project regardless of contractual relationship. This
9 includes the General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all
10 Subcontractors, regardless of tier of subcontract.

11
12 **2. GENERAL**

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

15
16 All potential bidders must be certified by DOA prior to submitting bids on state construction projects over
17 \$50,000. All bids received from contractors who are not certified will be rejected. Contractor certification
18 applications and instructions for completing the form may be obtained from the DOA Website DFD
19 Contractor Certification page:
20 <http://www.doa.state.wi.us/category.asp?linkcatid=857&linkid=125&locid=4> or upon request from DFD--
21 email dfdcertification@wisconsin.gov.

22
23 This project is being let using a new single prime bidding and contracting process. DFD will publicly bid the
24 applicable mechanical, electrical, plumbing, and fire protection (MEP) divisions of work first. Within 5 days
25 of the MEP bid opening, DFD will identify a lowest, qualified, responsible, certified bidder in each applicable
26 MEP division of work. These successful MEP bids must be included in all general prime contractor bids
27 received. No later than 5 days after DFD identifies the successful MEP bids, DFD will publicly open general
28 prime contractor bids. General prime contractor bids that do not include the successful MEP bids will be
29 rejected. The state will enter into a single contract with the lowest, qualified, responsible, certified general
30 prime contractor and this general prime contractor will enter into subcontracts with the successful MEP
31 bidders. If a project does not include any mechanical, electrical, plumbing, or fire protection divisions of
32 work, DFD will bid one bid package for all work to general prime contractors.

33
34 DFD will issue an addendum if a successful MEP bid is withdrawn or rejected after the MEP Subcontractors
35 have been identified but before the General Prime Contractor bid opening. This addendum will include a
36 revised list of successful MEP bids that must be included in General Prime Contractor bids and will move
37 the General Prime Contractor bid opening five days later to allow bidders sufficient time to update their bids
38 based on the revised MEP list.

39
40 Before submitting a bid, the Bidder shall examine all of the Bidding and Contract Documents listed in the
41 Table of Contents of these specifications. The successful Bidder will be required to do all work which is
42 shown on the drawings, mentioned in the specifications or reasonably implied as necessary to complete the
43 contract for this project.

44
45 The Bidder shall visit and examine the site to become acquainted with the adjacent areas, means of approach
46 to the site, conditions of actual job site, and facilities for delivering, storing, placing, and handling of materials
47 and equipment.

48
49 Failure to visit the site or failure to examine any and all Bidding and Contract Documents will in no way
50 relieve the successful Bidder from the necessity of furnishing any materials or equipment, or performing any
51 work, that may be required to complete the work in accordance with the Bidding and Contract Documents.
52 Neglect of above requirements will not be accepted as reason for delay in the work or additional
53 compensation.

54

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

4
5 **3. DRAWINGS AND SPECIFICATIONS**

6 The drawings and specifications that form a part of this contract, as stated in Article 3 of the General
7 Conditions, are listed in the Table of Contents of these specifications.

8
9 Complete sets of Contract Documents for all trades will be issued to all Bidders, irrespective of the category
10 of work to be bid on, in order that all Bidders may be familiar with the work of other trades as they affect
11 their bid.

12
13 **4. INTERPRETATION**

14 No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications
15 during the bid period. Bidders shall bring inadequacies, omissions or conflicts to the Architect/Engineer's
16 attention at least ten (10) days before the date set for bid opening. Prompt clarification will be supplied to
17 all bidders of record by addendum.

18
19 Failure to so request clarification or interpretation of the drawings and specifications will not relieve the
20 successful Bidder of responsibility. Signing of the contract will be considered as implicitly denoting that the
21 Contractor has thorough understanding of the scope of work and comprehension of the contract documents.

22
23 Neither the Architect/Engineer nor DFD will be responsible for verbal instructions.

24
25 **5. MANDATORY PRE-BID DOA CERTIFICATION**

26 All potential bidders must become certified as qualified and responsible bidders **before** they can bid on
27 state projects over \$50,000. The criteria for determining certification of qualified and responsible bidders
28 are itemized in Wis. Stat. s. 16.855(9m). If DFD determines that more experience is necessary for a
29 particular project, DFD may include additional requirements.

30
31 **6. BID GUARANTEE**

32 A bid bond prepared on the Bid Bond Form bound herein, payable to the State in the amount not less than
33 10% of the maximum bid shall accompany each bid as a guarantee. A bank certified check or a cashier's
34 check may accompany each bid as a guarantee pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s).
35 Failure to enter into the contract with the state (including failure to obtain certificate of insurance and separate
36 100% performance and 100% payment bonds) may result in forfeiture of the Bid Bond. The company issuing
37 the Bonds must be licensed to do business in Wisconsin.

38
39 Any bid which is not accompanied by a bid guarantee will not be accepted and will not be read at the bid
40 opening.

41
42 All checks tendered as bid guarantee, except those of the three lowest bidders, will be returned to their makers
43 within three (3) days after bid opening. All such retained checks will be returned immediately upon execution
44 of the contract between the General Prime Contractor and the state.

45
46 **7. WITHDRAWAL OF BIDS**

47 Prior to the time fixed for bid opening, bids may be withdrawn by written request from the Bidder, without
48 prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened.

49
50 After the bid has been opened, negligence on the part of the Bidder in preparing their bid confers **no** right for
51 withdrawal of the bid without penalty.

52
53 If a bid contains an error, omission, or mistake, the bidder may limit liability to the amount of their bid
54 guarantee by giving DFD written Notice, within seventy-two (72) hours of the bid opening, of their intent

1 not to execute the contract with the state. If no such notice is given, DFD reserves the right to obtain the
2 amount of the difference in bid price between the low bidder and the next low bidder.

3
4 **8. CONTRACT FORM**

5 These specifications include a copy of the contract the successful Bidder is required to enter into with the
6 state. Bidders shall read and understand the conditions contained in this contract. The successful Bidder will
7 be offered a contract through WisBuild to the contact provided by the bidder on the Bid Form.

8
9 **9. CONTRACT INTERESTS BY STATE PUBLIC OFFICIALS**

10 In accordance with section 19.45(6) of the Wisconsin Statutes, no state public official, member of a state
11 public official's immediate family, nor any organization with which the state public official or a member of
12 the official's immediate family owns or controls at least 10% of the outstanding equity, voting rights, or
13 outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than
14 \$3,000 within a twelve (12) month period, in whole or in part derived from state funds unless the state public
15 official has first made written disclosure of the nature and extent of such relationship or interest to the board
16 and to the department acting for the state in regard to such contract or lease. Any contract or lease entered
17 into in violation of this subsection may be voided by the state in an action commenced within three (3) years
18 of the date on which the ethics board, or the department or officer acting for the state in regard to the allocation
19 of state funds from which such payment is derived, knew or should have known that a violation of this
20 subsection had occurred. This subsection does not affect the application of s.946.13.

21
22 **10. MINORITY BUSINESS ENTERPRISE AND DISABLED VETERAN-OWNED BUSINESS**
23 **INVOLVEMENT**

24
25 “Minority Business Enterprise” (MBE) means: a business certified by the Wisconsin Supplier Diversity
26 Program under Wis. Stat. s. 16.287(2).

27
28 “Disabled Veteran—Owned Business” (DVB) means: a business certified by the Wisconsin Supplier Diversity
29 Program under Wis. Stat. s. 16.283(3).

30
31 In awarding construction contracts, the Department of Administration shall attempt to ensure that 5 percent
32 of the total amount expended in each fiscal year is awarded to contractors which are minority businesses, as
33 defined under Wis. Stat. s. 16.75(3m)(a). The General Prime Contractor Bidder shall make every effort to
34 award a minimum of 15% of the work to minority business enterprises (MBE) involvement for all projects
35 within 60 mile radius of Milwaukee and 5% for projects located elsewhere.

36
37 In awarding construction contracts, the Department of Administration shall attempt to ensure that at least 1
38 percent of the total amount expended each fiscal year is awarded to contractors that are disabled veteran-
39 owned businesses.

40
41 In order to assist the department in these endeavors we strongly encourage General Prime Contractors to use
42 MBEs and DVBs.

43
44 General Prime Contractor Bidders shall submit a “Form A Affidavit of Compliance – Minority Business
45 Enterprise and Disabled Veteran-Owned Business Provision” with their bid or within seven days of the
46 general prime contractor bid opening. This form should indicate the percentage of MBE/DVB participation
47 commitment. Submission of a completed Affidavit of Compliance is an element of responsiveness. Failure
48 to submit this completed form within the above time limits may be considered unresponsiveness and may
49 result in contract award to the next apparent low bidder. All MEP Subcontractor Bidders shall also make
50 every effort to encourage MBE and DVB involvement.

51
52 Every General Prime Contractor will be required to submit a report to DFD, on a monthly basis and upon
53 completion of the contract, which identifies the Minority Business Enterprises and Disabled Veteran-Owned
54 Business to whom work was directly subcontracted and the value of said work. Subcontractors, material
55 suppliers, etc. under contract to a subcontractor of a General Prime Contractor may not be used for reporting

1 purposes under this paragraph without prior approval of the Wisconsin Supplier Diversity Program office.
2 A MBE/DVB monthly report form will be sent to the Bidder after the Notice to Proceed is issued.

3
4 For assistance in identifying DOA certified MBE and DVB companies, please contact the Department of
5 Administration Supplier Diversity Program at: DOABDMBD@wisconsin.gov, or by telephone at: (608)267-
6 9550, or visit their website at: [http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-
7 Program](http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program).

8 9 **11. SUBSTANCE ABUSE PREVENTION**

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

14
15 Statement: The possession, use of, distribution or purchase of illegal drugs, or use of alcohol at work by any
16 employee on State of Wisconsin construction job sites, is strictly prohibited.

17
18 The terms of this Substance Abuse Program Statement shall cover all construction personnel who are working
19 on State of Wisconsin job sites. This includes employees of all Contractors, Subcontractors, contractor
20 suppliers, and their employees working at the job site.

21
22 General Prime Contractor's and Subcontractor's Written Program: Each General Prime Contractor and
23 Subcontractor shall have in place a written Substance Abuse Program conforming to Sec 103.503(3) of the
24 Wisconsin Statutes.

25
26 In addition, representatives of the State who believe that any General Prime Contractor's or Subcontractor's
27 employee may be under the influence of alcohol or drugs shall, where deemed appropriate, contact the
28 General Prime Contractor's or Subcontractor's appropriate management/supervision authority and request
29 that appropriate action be taken. The General Prime Contractor's or Subcontractor's employer shall
30 immediately remove an employee who is suspected of being under the influence of illegal drugs or alcohol
31 shall be immediately removed from the job site.

32
33 Procedures for testing and handling of positive drug tests shall be in compliance and consistent with State
34 and Federal laws.

35
36 Costs of Substance Abuse Programs and Testing: The cost associated with the development, implementation
37 and enforcement of Substance Abuse Programs and any testing required shall be the responsibility of each
38 individual General Prime Contractor and Subcontractor for their respective employees working on the job
39 site. The State will not be responsible for any cost of substance abuse testing, rehabilitation or medical
40 reviews related to substance abuse.

41
42 The General Prime Contractor and Subcontractors shall indemnify and hold the State harmless from any
43 damages or other costs incurred that are related to the implementation or enforcement of any substance abuse
44 policy or program.

45 46 **12. METHOD OF AWARD - RESERVATION**

47 **General prime contractor bids that do not include the successful MEP bids identified by DFD will be**
48 **rejected.**

49
50 The general prime contract will be awarded based on the following, as long as the cost does not exceed the
51 amount of project funds available:

52
53 The lowest dollar amount is submitted by a qualified, responsible, certified bidder on a SINGLE
54 BASE BID for all work comprising the project.

1 Should a qualified, responsible, certified minority business enterprise or disabled veteran-owned business
2 submit a bid that is no more than 5% higher than the apparent low bid, the Contract may be awarded to the
3 minority business enterprise or disabled veteran-owned business.

4
5 Firms wishing to be considered for the 5% bidding preference must be certified as a minority business
6 enterprise or disabled veteran-owned business by the Wisconsin Supplier Diversity Program and so indicate
7 in the space provided on the Bid Form that preference is requested.

8
9 DFD reserves the right to reject any and all bids, or to waive any informality in any bid, or to accept any bid
10 which will serve the best interests of the State.

11
12
13 Unit Prices and Informational Bids will not be considered in establishing low bidder.

14
15 **13. SECURITY FOR SEPARATE 100% PERFORMANCE AND SEPARATE 100% PAYMENT**

16 Bidder is required to furnish separate 100 % performance and 100 % payment bonds to the benefit of the
17 Department of Administration as the sole obligee. These bonds shall be delivered to the State with the signed
18 contract. The Surety Company shall be licensed to do business in Wisconsin. The Bond must be dated the
19 same date or subsequent to the date of the Contract.

20
21 A certified copy of power of attorney shall be provided by the Surety Company showing that the agent who
22 signs the Bond has the power of attorney to sign for the Surety Company. This power of attorney must be
23 signed by the Secretary or Assistant Secretary of the company and not by an attorney-in-fact. The power of
24 attorney must bear the same or later date as the bond.

25
26 If the Bidder is a partnership or a joint venture, a certified list providing the names of individuals constituting
27 the partnership or joint venture must be furnished. The Contract itself may be signed by one partner of the
28 partnership, or one partner of each firm comprising the joint venture, but the separate Performance and
29 Payment Bonds must be signed by all of the partners.

30
31 If the Bidder is a corporation, a current certified copy of the resolution or other official act of the directors of
32 the corporation must be submitted showing that the person who signs the contract is authorized to sign
33 contracts for the corporation. The corporate seal must be affixed to the resolution, contract, and separate
34 performance and payment bonds. If the Bidder's corporation has no seal, the above documents must include
35 a statement or notation to the effect that the corporation has no seal.

36
37 **14. TAXES**

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

39
40 In accordance with section 71.80(16)(a), Wis. Stats., SURETY BOND; NONRESIDENT CONTRACTOR.
41 "All nonresident persons, whether incorporated or not, engaging in construction contracting in this state as
42 contractor or subcontractor and not otherwise regularly engaged in business in this state, shall file a surety
43 bond with the department (Wisconsin Department of Revenue MS 5-77 Attn: Non-Resident Surety Bonds,
44 2135 Rimrock Rd., Madison, WI 53713, telephone (608)266-2776) payable to the department of revenue,
45 to guarantee the payment of income taxes, required unemployment compensation contributions, sales and
46 use taxes and income taxes withheld from wages of employees, together with any penalties and interest
47 thereon. The amount of the bond shall be 3% of the contract or subcontract price on all contracts of
48 \$50,000 or more..."

49
50 **15. SUBMISSION OF BIDS**

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

1 No bids for any subdivision or any subclassification of this work, except as indicated, will be accepted. Any
2 conditional bid, amendment to the Bid Form or appendant thereto, the inclusion of any correspondence,
3 written or printed matter, unsolicited material or data, or details of any nature other than the information
4 specifically called for, will disqualify the Bid. Telecommunication alterations to the bid will not be accepted.
5

6 Space is provided on the Bid Form for General Prime Contractor's single bid. Appropriate insertions are as
7 follows: numerals indicating the cost of the work, \$0 if there is no cost for the work, or the words 'No Bid'
8 if the bidder is not intending to bid the work. Blank space(s) will be considered the same as 'No Bid'.
9

10 **Bidders shall submit a Single Base Bid for all the work.**

11
12 Spaces are also provided on the Bid Form for General Prime Contractor's to list the successful MEP
13 Subcontractors bids included in the General Prime Contractor's single base bid.
14

15 **General prime contractor bids that do not include the successful MEP bids identified by DFD will be**
16 **rejected.**
17

18 Any addendum issued during the time of bidding shall become a part of the Contract Documents. Bidders
19 shall acknowledge receipt of such addendum in the appropriate space provided on the Bid Form. Bid will be
20 rejected if receipt of an addendum applicable to the award of contract has not been acknowledged on the Bid
21 Form.
22

23 All Bidders are encouraged to submit their bids using the **SEALED BID** envelope label that is provided
24 within the specifications. DFD is not responsible for bids not clearly labeled as required. Bids shall be signed,
25 sealed, and delivered to the place indicated in the Invitation to Bid before the time designated in the Invitation
26 to Bid. All bids shall be identified with the Project Name, Project Number, Project Location, Category of
27 Work being bid on, Bid Date, and the Name and Address of Bidder. **Delivery to a post office box does not**
28 **constitute receipt of a bid.**
29

30 Bidder shall be responsible for the sealed bid being delivered to the place designated for the bid opening
31 before the time specified. Bids received after the time indicated in the Invitation to Bid will be rejected and
32 returned to Bidder unopened.
33

34 Bid will be considered invalid and will be rejected if it has not been signed by the Bidder.
35

36 Bids will be rejected if the bidder is not certified by DOA in the division(s) of work they bid on and/or if
37 their bid amount exceeds their certification threshold in that division of work.
38

39 **16. BASE BID**

40 Base Bids shall be received as follows:
41

42 **SINGLE BASE BID FOR ALL THE WORK.**
43

44 Base Bid No. 1. All Work, as per specification Divisions 2 thru 33, applicable provisions of Division 1 and
45 related drawings.
46

47 **General prime contractor bids that do not include the successful MEP bids identified by DFD will be**
48 **rejected.**
49

50 **17. INFORMATIONAL BIDS**

51 **NONE.**
52

1 **18. UNIT PRICES**

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

5
6 DFD reserves the right to reject any unit prices as given in the bid if they are considered excessive or
7 unreasonable, or to accept any or all of the unit prices that may be considered fair and reasonable. If any unit
8 price is rejected, the work governed by such unit price, if required, shall be treated as specified in General
9 Conditions, Article entitled "Changes in the Work".

10
11 The Bidder shall refer to the Bid Form and the applicable technical section to determine the basis of unit
12 measure and the detailed information related to each unit price item requested.

13
14 The GPC shall list a **total** unit price for each item requested on the Bid Form. The **total** unit price listed
15 should be calculated by adding the unit price included with the MEP bid to the cost of any GPC work required
16 for that item.

17
18 **19. STATED ALLOWANCES**

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

20
21 **NONE.**

22
23 **20. SUBCONTRACTORS**

24
25 **GENERAL PRIME CONTRACTOR SUBCONTRACT WITH MEP SUBCONTRACTORS:**

26 The successful General Prime Contractor will offer a subcontract to the successful MEP Subcontractors
27 identified by DFD and included in the General Prime Contractor's bid. This subcontract between a General
28 Prime Contractor and a MEP Subcontractor must include a scope of work clause identical to the scope of
29 work clause included in the Bid Documents and the contract between the General Prime Contractor and the
30 state. A General Prime Contractor and an MEP Subcontractor may not enter any agreement in connection
31 with bids submitted that would alter or affect the scope or price of the contracts entered into. This
32 prohibition does not apply to DFD change orders that result in changes to the plans or specifications, or to
33 back charges allowed by the contract.

34
35 The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors
36 and General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to
37 by the MEP Subcontractor.

38
39 As the work progresses under any MEP subcontract for construction of a project, the General Prime
40 Contractor shall, upon request of a subcontractor, pay to the subcontractor an amount equal to the
41 proportionate value of the subcontractor's work properly completed, less retainage. The retainage shall be an
42 amount equal to not more than 5 percent of the subcontractor's work completed until 50 percent of the
43 subcontractor's work has been completed. At 50 percent completion, no additional amounts may be retained,
44 and partial payments shall be made in full to the subcontractor unless the department certifies that the
45 subcontractor's work is not proceeding satisfactorily. At 50 percent completion or any time thereafter when
46 the progress of the subcontractor's work is not satisfactory, additional amounts may be retained but the total
47 retainage may not be more than 10 percent of the value of the work completed. Upon substantial completion
48 of the subcontractor's work, any amount retained shall be paid to the subcontractor, less the value of any
49 required corrective work or uncompleted work. All payments the General Prime Contractor makes under this
50 paragraph shall be within 7 calendar days after the date on which the General Prime Contractor receives
51 payment from the department.

52
53 The contract entered into between the General Prime Contractor and an MEP Subcontractor must contain all
54 of the following clauses:

55

1 **Scope of Work.** The MEP Subcontractor scope of work is identical to the General Prime Contractor
2 scope of work included in these bidding and contract documents. By submitting and signing a bid,
3 all bidders have examined all of the Bidding Documents listed in the Table of Contents of the project
4 specifications. The successful bidders will be required to do all work which is shown on the
5 drawings, mentioned in the specifications, or reasonably implied as necessary to complete the
6 division of work bid for this project.
7

8 **Prompt Payment.** (general prime contractor) shall pay (mechanical, electrical, or plumbing
9 subcontractor) in accordance with section 16.855(19)(b), Wisconsin stats, for work that has been
10 satisfactorily completed and properly invoiced by (mechanical, electrical, or plumbing
11 subcontractor). A payment is timely if it is mailed, delivered, or transferred to (mechanical,
12 electrical, or plumbing subcontractor) by the deadline under section 16.855(19)(b), Wisconsin stats.
13 If (mechanical, electrical, or plumbing subcontractor) is not paid by the deadline in this contract,
14 (general prime contractor) shall pay interest on the balance due from the eighth day after the (general
15 prime contractor) receives payment from the Department of Administration for the work for which
16 payment is due and owing to (mechanical, electrical, or plumbing subcontractor), at the rate
17 specified in section 71.82, Wisconsin stats., compounded monthly.

18 A (mechanical, electrical, or plumbing subcontractor) that receives payment as provided under this
19 contract and that subcontracts with another entity shall pay those subcontractors, and be liable for
20 interest on late payments to those subcontractors, in the same manner as the (general prime
21 contractor) is required to pay the (mechanical, electrical, or plumbing subcontractor) under this
22 contract.
23

24 **Insurance and Bonds.** (mechanical, electrical, or plumbing subcontractor) shall not commence
25 work under this contract until it has obtained all necessary insurance required of (mechanical,
26 electrical, or plumbing subcontractor) in the contract between the (general prime contractor) and the
27 Department of Administration. (mechanical, electrical, or plumbing subcontractor) shall provide a
28 separate 100 percent performance bond and a separate 100 percent payment bond to the benefit of
29 the (general prime contractor) as the sole named obligee. Original bonds shall be given to the
30 (general prime contractor) and a copy shall be given to the Department of Administration no later
31 than 10 days after execution of this contract.
32

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

50 In addition (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold
51 harmless (general prime contractor) and its officers, directors, agents, and any others (general prime
52 contractor) is required to indemnify under its contract with the department, and the employees of
53 any of them, from any liability, including liability resulting from a violation of any applicable safe
54 place act, that (general prime contractor) or the state incurs to any employee of (mechanical,
55 electrical, or plumbing subcontractor) or any third party where the liability arises from a derivative

1 claim from said employee, when the liability arises out of the failure of the (general prime
2 contractor) or the state to properly supervise, inspect, or approve the work or work area of
3 (mechanical, electrical, or plumbing subcontractor), but only to the extent that the liability arises out
4 of the acts or omissions of (mechanical, electrical, or plumbing subcontractor), its employees, or
5 anyone for whom (mechanical, electrical, or plumbing subcontractor) may be liable, or from
6 (mechanical, electrical, or plumbing subcontractor's) breach of its contractual responsibilities or
7 arises out of (general prime contractor's) negligence or other fault in providing general supervision
8 or oversight of (mechanical, electrical, or plumbing subcontractor's) work or arises out of the
9 Department of Administration's status as owner of the project or project site. In claims against
10 (general prime contractor) or the state by an employee of (mechanical, electrical, or plumbing
11 subcontractor) or its subcontractors or anyone for whose acts (mechanical, electrical, or plumbing
12 subcontractor) may be liable, the indemnification obligation of this paragraph is not limited by a
13 limitation on amount or type of damage, compensation, or other benefits payable by or for the
14 (mechanical, electrical, or plumbing subcontractor) subcontractors under workers compensation act.
15 Except as identified above, the obligations of (mechanical, electrical, or plumbing subcontractor)
16 under this indemnification do not extend to the liability of (general prime contractor) and its agents
17 or employees arising out of (1) preparation or approval of maps, drawings, opinions, reports,
18 surveys, change orders, designs, or specifications; (2) the giving of or failure to give directions or
19 instructions by the (general prime contractor) or the Department of Administration or their agents
20 or employees provided the giving or failure to give is the cause of the injury or damage; or (3) the
21 acts or omissions of other subcontractors.

22
23 **Retainage.** Retainage shall occur and be in amounts and on a schedule equal to that in the contract
24 between (general prime contractor) and the Department of Administration.
25

26 **MEP AND NON-MEP SUBCONTRACTORS:**

27 Bidders shall submit a completed Request for Subcontractor Approval (Form DOA-4225) with their bid or
28 within seven days of the general prime contractor bid opening. The Request for Subcontractor Form shall
29 also include, to the extent practicable, a list of their suppliers furnishing materials for the project. Submission
30 of a completed Request for Subcontractor Approval form is an element of responsiveness. Failure to submit
31 this completed form within the above time limits will be considered unresponsiveness and may result in
32 contract award to the next apparent low bidder. Refer to Article 11 of the General Conditions for further
33 information.
34

35 **21. COMMENCEMENT AND COMPLETION**

36 The successful General Prime Contractor Bidder must agree to commence the work on or before a date to be
37 specified in a written "Notice to Proceed" issued by the state and to fully complete all the work within **307**
38 **days** consecutive calendar days thereafter. Completion time will be converted to a specific date at the time
39 the "Notice to Proceed" is issued. Refer also to General Conditions, Article entitled "Time for Completion of
40 the Project."
41

42 **The General Prime Contractor must base the Project Schedule on the schedule that the MEP**
43 **Subcontractors and General Prime Contractors bid on (in the specifications or bid instructions),**
44 **unless otherwise agreed to by the MEP Subcontractor.** These milestones will be incorporated into the
45 master project schedule after the Notice to Proceed is issued. The schedule must include, but is not limited
46 to, the following milestone categories as they apply to the project:
47
48
49

Start Date (Month/Year)	End Date (Month/Year)	Schedule Milestones
October/2020	October/2020	Mobilization
October/2020	November/2020	Excavation and Site Work
October/2020	December/2020	Rehabilitation of Roof Structure
October/2020	December/2020	Utilities Connection
November/2020	April/2020	Footings and Foundations
January/2021	February/2021	Concrete Repair
March/2021	May/2021	Mezzanine
June/2021	June/2021	Architectural Finishes
September/2021	September/2021	Substantial Completion

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22. WisBuild™ DFD INFORMATION SYSTEM

Contract offer and construction phase records including Questions, Requests for Information, Construction Bulletins, Proposals, Change Orders, Schedule of Values, and Requests for Payment will be processed electronically on the WisBuild™ DFD Information System. Other construction phase records and applications will be implemented, as they become available.

Successful Bidders shall have available for use within 72 hours of the bid date and maintain over the course of the construction phase, from date of Notice-to-Proceed through receipt of Final Payment, an Internet connection to access and utilize the WisBuild™ DFD Information System.

23. 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:

None.

1
2 **BID FORM – GENERAL PRIME CONTRACTOR (GPC)** (Rev 11/2017)
3 DIVISION OF FACILITIES DEVELOPMENT
4 s.16.855 Wis. Stats.

5
6 **Adaptive Reuse of Stoughton Power Plant No. 1**
7 **InnoSo Consulting Company**
8 **Stoughton, WI**
9

10
11 Division Project No. **2020.01**

12
13 **General Prime Contractor (GPC) Bid Opening: 2:00 P.M., July 30, 2020**
14

15 To: State of Wisconsin, Department of Administration, Division of Facilities Development
16 (a joint venture)
17 (a corporation)
18 (a partnership)
19 We _____ (an individual)
20 _____ (Cross out inapplicable)
21

22 Of _____
23 Street City County State Zip
24

25 hereby agree to execute a contract with the Division of Facilities Development (DFD) and a subcontract with
26 all successful MEP Bidders identified by DFD and listed in this bid, and to furnish satisfactory separate 100%
27 Performance Bond and 100% Payment Bond in the amount specified no later than ten (10) days of the contract
28 offer, and to provide all labor and material required for the construction of the project designated above, for
29 the prices hereinafter set forth, in strict accordance with the Contract Documents prepared by InnoSo
30 Consulting Company at 1415 Engineering Drive Madison, WI 53706 for DFD and dated April 14th, 2020
31 for DFD and dated .
32

33 WisBuild™ Data Information System Contact Instructions:
34 (For use by DFD to offer contract and activate WisBuild™ accounts to the successful
35 bidders)
36

37 Contact name: _____

38 Telephone Number: _____

39 Email address: _____

40 FAX Number: _____
41
42
43
44

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

- 46 1. You have been **certified by DOA as a qualified and responsible bidder** for the amount of your bid
47 within the division(s) of work being bid.
48 2. You have **entered all Bid amounts in numeric characters** (Example: \$9,999);
49 3. You have **acknowledged receipt of all addenda**;
50 4. You have **signed the Bid Form**
51 5. You have **included a valid Bid Guarantee** for not less than 10% of the value of the bid as either:
52 a) a Bid Bond signed by the contractor and surety and with a Power of Attorney attached, **or**
53 b) a Cashier's Check or Bank Check pursuant to Wis stats. s. 779.14(1m)(c)2.b. and 779.14(1s).
54 A Company or Personal Check will not be accepted.
55

1 **SINGLE BASE BID - GENERAL PRIME CONTRACTOR**

2
3 **ALL WORK**

4
5 BASE BID NO 1. ALL WORK required to fully complete the project in accordance with the
6 Contract Documents,

7
8 for the sum of (\$ _____)

9 *Enter bid amount in numeric characters only (Example: \$9,999). See Instructions to*
10 *Bidders 'Article 16 Submission of Base Bids' for detailed instructions.*

11
12 UNIT PRICES (listed below are for additions to or deductions from amount of work required under the
13 contract. See Instructions to Bidders 'Article 19 Unit Prices' for detailed instructions.) (Applicable to
14 Base Bid No. 1)

15 Item Unit Price

16
17 \$ _____ Per _____

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

19
20
21 **Base Bid No. 1 includes the bids from the following successful MEP Subcontractors identified by DFD**
22 **for the mechanical, electrical, plumbing, and fire protection divisions of work in this project. The**
23 **General Prime Contractor shall enter into subcontracts with these MEP Subcontractors:**

24
25 **Fire Suppression Base Bid No. 2:**

26 **Identified Subcontractor:** _____

27
28 **Amount:** N/A

29
30 **Plumbing Base Bid No. 3:**

31 **Identified Subcontractor:** _____

32
33 **Amount:** N/A

34
35 **Heating Ventilating and Air Conditioning Base Bid No. 4:**

36 **Identified Subcontractor:** _____

37
38 **Amount:** N/A

39
40 **Electrical Base Bid No. 5:**

41 **Identified Subcontractor:** _____

42
43 **Amount:** N/A

44
45 INFORMATIONAL BID NO. 1-IA, For accounting purposes only, the following lump sum amount has
46 been included in Base Bid No. 1 for the Stoughton Power Plant No. 1 Reuse.

47
48 (\$ _____)

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

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COMMENCEMENT AND COMPLETION OF CONTRACT WORK

The undersigned agrees, if awarded the contract, to enter into a subcontract with the MEP Bidders identified by DFD, and to commence the Contract work on or before a date to be specified in a written Notice to Proceed, 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 _____

PRIOR TO SIGNING, BIDDERS' ATTENTION IS DIRECTED TO 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 <u>certified</u> by DOA as a qualified and responsible bidder for the amount of the bid submitted, within the division(s) of work being bid. |
| 2. | In accordance with Wis. Stats. 16.855 (13) and (14) and ARTICLE 21 of these Bidding Documents, Bidder agrees to enter into a subcontract with the successful MEP Subcontractors identified by DFD. |
| 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 contract. |

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(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 and wishes to be considered for the 5% bidder preference.

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	_____
Project No.	_____
Location	_____
Bid Category	_____
Bid Date	_____

To: **Department of Administration
Division of Facilities Development
101 E. Wilson Street, 7th Floor
Madison, WI 53703**

(Complete and securely tape to exterior of sealed envelope)

Left Blank

1 **SUPPLEMENTARY GENERAL CONDITIONS** (Rev 11/2017)

2 Division Project No. **2020.01**

3

4 **INDEX**

5

6 1. Definitions

7 2. Insurance

8 3. Time For Completion of the Project

9 4. Schedule of Occupational Classifications and Minimum Hourly Wage Rates (REPEALED)

10

11 1. **DEFINITIONS**

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

13

14 Architect/Engineer (A/E) for this project:

15 InnoSo Consulting Company

16 1415 Engineering Drive

17 Madison, WI 53706

18 (914)-218-7030

19

20 2. **INSURANCE**

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

22

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

28

29 3. **TIME FOR COMPLETION OF THE PROJECT**

30 Substantial Completion is expected to be reached within 220 work days of construction commencement.

31

32

33 4. **SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY
34 WAGE RATES (REPEALED)**

35 **The 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) repealed Wisconsin's prevailing
36 wage laws. Effective September 23, 2017, state prevailing wage requirements on state building
37 projects no longer apply. These changes take effect for projects advertised for bid after September
38 23, 2017. This change does not affect the Federal Davis Bacon Act requirements.**

1 **SUPPLEMENTARY GENERAL CONDITIONS** (Rev 11/2017)

2
3 Division Project No. **2020.01**

4
5 **INDEX**

- 6
7 1. Definitions
8 2. Surveys, Permits, Regulations and Taxes
9 3. Withholding of Payments
10 4. Insurance
11 5. Contract Security
12 6. Subcontracts
13 7. Nondiscrimination/Affirmative Action
14 8. Minimum (Prevailing) Wages – Additional Federal Contracting Requirements
15 9. Additional General Conditions
16 10. Time for Completion of the Project
17 11. Schedule of Occupational Classifications and Minimum Hourly Wage Rates
18 (REPEALED)

19
20 **1. DEFINITIONS**

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

22
23 Architect/Engineer (A/E) for this project:

24 InnoSo Consulting Company

25 1415 Engineering Drive

26 Madison, WI 53706

27 (914)-218-7030
28

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

30 General Conditions, Article 8.C.: Where reference is made to State laws, rules and regulations supplement
31 the phrase with the words, "and Federal".
32

33 **3. WITHHOLDING OF PAYMENTS**

34 General Conditions, Article 26.F., add a new sentence as follows after the last sentence:
35

36 " DFD may withhold from the General Prime Contractor so much of the accrued payments as may be
37 considered necessary to satisfy any liability of any General Prime Contractor or Subcontractor for liquidated
38 damages under Article 38 hereof entitled "Contract Work Hours Standards Act Overtime Compensation (40
39 USC 3701-3703)"."
40
41

42 **4. INSURANCE**

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

44 "General Prime Contractor's, MEP Subcontractor's and Subcontractor's Public Liability and Property
45 Damage Insurance shall provide adequate protection against following special hazards, unless provided as
46 part of Comprehensive General Liability coverage: loading and unloading; excavating; filling; drilling;
47 demolition; underpinning; hoist. Coverages shall be in the amounts specified in Article 31 of the General
48 Conditions."
49

50 **5. CONTRACT SECURITY**

51 General Conditions, Article 5.B., Add to the second sentence the following words: "and the Federal
52 Government."
53