

1 **6. SUBCONTRACTS**

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

4
5 "Articles 38 through 42 inclusive, respectively entitled: Contract Work Hours Standards Act - Overtime
6 Compensation (40USC 3701-3703), Payrolls and Basic Records, Compliance with Copeland Regulations,
7 Contract Termination-Debarment and Certification of Nonsegregated Facilities."

8
9 General Conditions, Article 11, add new paragraph "I" as follows:

10
11 "I. The General Prime Contractor may utilize the services of only those Subcontractors who have not
12 been disqualified under existing Federal laws and regulations from participating in Federally assisted
13 construction project."

14
15 **7. NONDISCRIMINATION/AFFIRMATIVE ACTION**

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

17
18 Supplement Paragraph B with a new subparagraph as follows:

19
20 "1) The General Prime Contractor shall send to each labor union or representative of workers with
21 which he has a collective bargaining agreement or other contract or understanding, a notice to be
22 provided, advising the labor union or workers' representative of the Contractor's commitments under
23 Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the
24 notice in conspicuous places available to employees and applicants for employment."

25
26 Add new paragraphs G through I as follows:

27
28 "G. The General Prime Contractor shall comply with all provisions of Executive Order No. 11246
29 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

30
31 H. The General Prime Contractor shall furnish all information and reports required by the
32 referenced documents, rules, regulations and relevant orders stated in Article 33 and shall permit
33 access to its books, records and accounts by appropriate agencies of the State and Federal
34 Governments and by the Secretary of Labor for purposes of investigation to ascertain compliance
35 with such laws, rules, regulations and orders.

36
37 I. The General Prime Contractor shall include all of Paragraphs A through F inclusive in every MEP
38 Subcontract, Subcontract or purchase order unless exempted by rules, regulations or orders of the
39 Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,
40 1965, so that such provisions shall be binding upon each MEP Subcontractor, Subcontractor or
41 vendor. The General Prime Contractor shall take such action with respect to any MEP
42 Subcontractor, Subcontractor or vendor as the appropriate agency of the Federal or State
43 Government may direct as a means of enforcing such provisions, including sanctions for
44 noncompliance: provided, however, that in the event that the General Prime Contractor becomes
45 involved in, or is threatened with, litigation with an MEP Subcontractor, Subcontractor or vendor
46 as a result of such direction by the appropriate agency of the Federal Government, the General Prime
47 Contractor may request the United States to enter into such litigation to protect the interests of the
48 United States."

49
50 **8. MINIMUM (PREVAILING) WAGES – ADDITIONAL FEDERAL CONTRACTING**
51 **REQUIREMENTS**

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

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

11
12 G. The General Prime Contractor may discharge its obligation under paragraph 33. to workers in any
13 classification for which the wage determination decision contains:

14
15 1) Only a basic hourly rate of pay, by making payment not less than such basic hourly rate, except as
16 otherwise provided in the Copeland Regulations (29 CFR, Part 3); OR

17
18 2) Both a basic hourly rate of pay and fringe benefit payments, by making payment in cash, by
19 irrevocably making contributions pursuant to a fund, plan or program for and/or by assuming an enforceable
20 commitment to bear the cost of bona fide fringe benefits contemplated by the Davis-Bacon Act, or by any
21 combination thereof. These fringe benefit payments can be discharged only by making contributions to the
22 same type or types of fringe benefits listed in the applicable determination. Contributions made, or costs
23 assumed, on other than a weekly basis shall be considered as having been constructively made or assumed
24 during a weekly period to the extent that they apply to such period. Where a fringe benefit is expressed in a
25 wage determination in any manner other than as an hourly rate and the General Prime Contractor pays a cash
26 equivalent or provides an alternative fringe benefit, it shall furnish information with his payrolls showing
27 how it determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit
28 is equal to the cost of the wage determination fringe benefit. In the event of disagreement between or among
29 the interested parties as to an equivalent of any fringe benefit, the State shall submit the question together
30 with its recommendation through the appropriate Federal agency to the Secretary of Labor for final
31 determination.

32
33 H. The assumption of an enforceable commitment to bear the cost of fringe benefits listed in the wage
34 determination decision forming a part of the Contract may be considered as payment of wages only with the
35 approval of the Secretary of Labor pursuant to a written request by the General Prime Contractor. The
36 Secretary of Labor may require the General Prime Contractor to set aside assets, in a separate account, to
37 meet its obligations under any unfunded plan or program.

38
39 I. The State shall require that any class of laborers or mechanics which is not listed in the wage
40 determination and which is to be employed under the General Prime Contractor shall be classified or
41 reclassified conformably to the wage determination and a report of the action taken shall be sent to the
42 appropriate Federal agency. If the interested parties cannot agree on the proper classification or
43 reclassification of a particular class of laborers or mechanics to be used, the State shall submit the question
44 together with its recommendations through the appropriate Federal agency to the Secretary of Labor for final
45 determination.

46
47 J. In the event it is found by the State that any laborer or mechanic employed by the General Prime
48 Contractor, MEP Subcontractor or any Subcontractor directly on the site of the work has been or is being
49 paid at a rate of wages less than the rate of wages required by Article 33., the State may (a) by written notice
50 to the General Prime Contractor terminate its right to proceed with the work, or such part of the work as to
51 which there has been a failure to pay said required wages, and (b) prosecute the work to completion by
52 General Prime Contractor or otherwise, whereupon such General Prime Contractor and its sureties shall be
53 liable to the State for any excess costs occasioned thereby."
54

1 **9. ADDITIONAL GENERAL CONDITIONS**

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

3
4 **38. CONTRACT WORK HOURS STANDARDS ACT - OVERTIME COMPENSATION**

5
6 (40 United States Code 327-330)

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

15
16 B. In the event of any violation of the provisions of Article 38.A. above, the General Prime Contractor
17 shall be liable to any affected employee for any amounts due. Such liquidated damages shall be computed
18 with respect to each individual laborer or mechanic employed in violation of the provisions of Article 38.A.
19 in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed
20 on such work in excess of the standard work-week of 40 hours without payment of the overtime wages
21 required by Article 38.A.

22
23 **39. PAYROLLS AND BASIC RECORDS**

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

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

43
44 C. The General Prime Contractor shall make the records required under Articles 39.A. and 39.B.
45 available for inspection by authorized representatives of the State Agency, the State, the appropriate Federal
46 agency and the U.S. Department of Labor, and shall permit such representatives to interview employees
47 during working hours on the job.

48
49 D. The General Prime Contractor shall certify to the State Agency, the State of Wisconsin, the
50 appropriate Federal agency and the U.S. Department of Labor that the wages paid are in compliance with the
51 wage rate requirements of the contract.

52
53 E. The General Prime Contractor shall submit electronic copies of the payroll records (copy of payroll
54 checks) to the State of Wisconsin's DFD Construction Representative who shall review same for compliance

1 with the wage rate requirements of the contract. This shall be done each time the Contractor makes
2 application for payment. Approval of payment shall be made upon review of compliance.

3
4 **40. COMPLIANCE WITH COPELAND REGULATIONS**

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

12
13 **41. CONTRACT TERMINATION - DEBARMENT**

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

18
19 **42. CERTIFICATION OF NONSEGREGATED FACILITIES**

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

22
23 A. By entering into an agreement related to the work described in the Contract Documents the General
24 Prime Contractor, MEP Subcontractor or Subcontractor certifies that it does not maintain or provide for its
25 employees any segregated facilities at any of his establishments, and that it does not permit its employees to
26 perform their services at any location under its control where segregated facilities are maintained. The
27 General Prime Contractor, MEP Subcontractor or Subcontractor agrees that a breach of this certification is a
28 violation of General Conditions Article 32 "Nondiscrimination/Affirmative Action". As used herein, the
29 term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants
30 and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking
31 fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees on
32 the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The General
33 Prime Contractor further agrees that (except where it has obtained identical certifications from proposed MEP
34 Subcontractors and Subcontractors for specific time periods) it shall obtain identical certifications from
35 proposed Subcontractors prior to provisions of the "Nondiscrimination/Affirmative Action" clause; that it
36 shall retain such certifications in its files; and that it shall forward the following notice to such proposed MEP
37 Subcontractors and Subcontractors (except where the proposed MEP Subcontractors and Subcontractors have
38 submitted identical certifications for specific time periods):

39
40 "NOTICE TO PROSPECTIVE MEP SUBCONTRACTORS AND SUBCONTRACTORS OF
41 REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES"

42
43 A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 Federal Register 7439,
44 May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior
45 to the award of a Subcontract exceeding \$10,000 that is not exempt from the provisions of Article 32
46 "Nondiscrimination/Affirmative Action". The Certification may be submitted either for each Subcontract or
47 for all Subcontracts during a period, i.e., quarterly, semi-annually or annually.

48
49 B. The penalty for making false statements in Certifications required by Article 42.A. is prescribed in
50 18 USC 1001.

51
52 **10. TIME FOR COMPLETION OF THE PROJECT**

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

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**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 1 - GENERAL REQUIREMENTS (Rev 11/2017)

Division Project No. **2020.01**

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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

1 (fire suppression) work for the Project, and enters into a contract with the General Prime Contractor to
2 perform their division of work.

3
4 (b) "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s.
5 16.855(9m)(b)1.

6
7 (c) "Qualified responsible bidder" means a contractor who is a qualified bidder and who is a
8 responsible bidder.

9
10 (d) "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s.
11 16.855(9m)(b)2.

12
13 (e) "Single prime contracting" means bidding and contracting through a process in which only a
14 general prime contractor has a contractual relationship with the state and all mechanical, electrical, or
15 plumbing subcontractors are identified by the department and are subcontractors to the General Prime
16 Contractor.

17
18 (f) "General Prime Contractor" is a contractor that enters into a contract with the state to perform all
19 work as required by the Contract Documents and enters into contracts with subcontractors including MEP
20 Subcontractors identified by DFD.

21
22 (g) "Non-MEP Subcontractor" is a subcontractor to a General Prime Contractor in divisions of work
23 other than mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the
24 General Prime Contractor.

25
26 (h) "Subcontractor" is all subcontractors on a project. This includes MEP Subcontractors,
27 subcontractors to the MEP Subcontractors, and Non-MEP Subcontractors.

28
29 (i) "Contractor" is all contractors working on a project regardless of contractual relationship. This
30 includes the General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all
31 Subcontractors, regardless of tier of subcontract.

32 33 **2. GENERAL**

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

38
39 Contractor or the Contractor's authorized representative must be present to accept delivery of all equipment
40 and material shipments. DFD's representatives will not knowingly accept, unload or store anything delivered
41 to the site for the Contractor's use. Inadvertent acceptance of delivered items by any representative or
42 employee of the State shall not constitute acceptance or responsibility for any of the materials or equipment.
43 It is the Contractor's responsibility to assume liability for equipment or material delivered to the job site.

44 45 **3. SPECIAL SITE CONDITIONS**

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

52
53 The Contractor shall take all measures necessary to become acquainted with the location of underground
54 service, utilities, structures, etc., which may be encountered or be affected by the Contractor's work, and shall
55 be responsible for damage caused by neglect to provide proper precautions or protection. As a minimum to

1 become acquainted with such underground appurtenances, the Contractor shall: 1) Observe existing
2 conditions visible at the site immediately prior to commencement of work; 2) Review available site plans
3 incorporated in the contract documents and/or provided by the DFD Project Representative; 3) Final check
4 with the DFD Project Representative for additions to or changes from conditions indicated on site plans for
5 the facility; and 4) Obtain input from the “one-call system”, the organization composed of all suppliers of
6 utilities/services to or from the site.

7
8 Information pertaining to existing conditions that are described in the specifications or appear on the drawings
9 is based on available records. While such data has been collected with reasonable care, there is no expressed
10 or implied guarantee that conditions so indicated are entirely representative of those actually existing. This
11 information is provided to inform the Contractor of known, existing conditions so that due diligence is taken
12 by the Contractor to avoid damage. Where site observation or documents indicate existing underground
13 utilities/services in close proximity (within four feet horizontally and/or four feet vertically) to necessary new
14 construction work, the Contractor shall be responsible to test, probe or otherwise determine exact locations
15 so as to prevent damage to such utilities/services.

16
17 Existing pipes, electrical work, and all other utilities encountered, which may interfere with new work, shall
18 be re-routed, capped, cut off, or replaced by the Trades having jurisdiction, in accordance with the Bidding
19 and Contract Documents.

20
21 Foundations are designed for soil pressure indicated. Because of variation in bearing capacity of the ground,
22 some foundations may have to be revised after excavation has been completed. DFD’s Project
23 Representative’s approval to proceed with foundation work must be obtained before concrete is poured.
24 Changes in the work due to revisions of foundations because of unsatisfactory soil conditions will be classed
25 as additional work.

26
27 [Note to Architect/Engineer: In accordance with Wisconsin Statute 182.0175(2), the architectural,
28 mechanical and electrical designers are responsible to determine the location and condition of existing
29 systems and components and indicate how existing systems and components are to be re-routed, protected
30 from, and/or connected to the proposed work. The designers must use this information to appropriately revise
31 the Division 1-General Requirements master specifications provided by Division of Facilities Development
32 stated herein.

33
34 This section must include specific information about occupancy and scheduling for systems shutdown and
35 how they affect this work. Information must also be given disclosing the location and condition of anything
36 required to make these connections possible. For example: are there isolation valves where they are needed
37 and if so, do they work? Everything possible must be done to eliminate unknowns from the bidding
38 documents.

39
40 These things are part of the discovery and planning process for design and must be covered adequately in the
41 documents to facilitate intelligent bidding and to avoid arguments and delays during construction. The
42 designer may need to utilize the “one-call system” or a private locator service to facilitate this discovery and
43 planning process.]

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1 **4. INSPECTION OF SURFACES**

2 Contractor shall obtain complete data at the site and inspect surfaces that are to receive the Work before
3 proceeding with fabricating, assembling, fitting or erecting any work under this contract.
4

5 Contractor shall notify DFD's Project Representative in writing in case of discrepancies between existing
6 work and drawings, and of any defects in such surfaces that are to receive the Contractor's work. DFD's
7 Project Representative will evaluate the notice and direct what remedial action will be taken.
8

9 Starting of work implies acceptance of existing work or the work of others. Removal and replacement of
10 work applied to defective surfaces, in order to correct defects, shall be done at the expense of the Contractor
11 who applied work to defective surfaces.
12

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

15 Airborne asbestos fibers, lead, and PCB compounds, if encountered, have been determined to be hazardous
16 to one's health. Compliance with all possible applicable regulations is the Contractor's responsibility.
17 Contractor shall not provide or install any product that contains any amount of asbestos or PCB. See General
18 Requirements, CLEANING AND WASTE DISPOSAL for disposal of hazardous waste, if encountered.
19

20 ASBESTOS

21 Contractor's attention is directed to WAC NR 447, WAC DHS 159 and the Occupational Safety and Health
22 Act (OSHA) in general, part 1926.1101--ASBESTOS in particular. Contractor is responsible for compliance
23 with all applicable regulations when the work includes fastening to or coring through Asbestos Containing
24 Materials (ACM) and disturbance of asbestos containing caulking and adhesives. The Contractor is
25 responsible for removal and disposal of Category I non-friable ACM that will be disturbed by the work..
26 Unless otherwise indicated, all caulking, sealants, glazing compounds, gaskets, asphalt roofing materials,
27 damp proofing and miscellaneous adhesives are assumed to contain asbestos and are considered to be
28 Category I non-friable ACM as defined in NR 447. Waste material containing Category I non-friable ACM,
29 is regulated as Construction and Demolition (C&D) waste and may be disposed of at a Department of Natural
30 Resources (DNR) approved C &D waste landfill. If Contractor's work methods cause non-friable ACM to
31 become friable, the Contractor is responsible for the disposal of the friable asbestos waste at a landfill
32 specifically approved by DNR to accept friable asbestos. A copy of the signed waste manifest for the disposal
33 of all friable asbestos waste shall be provided to DFD prior to request for final payment.
34

35 The regulations referenced above require removal of friable ACM and Category II non-friable ACM prior to
36 demolition of a building. Category I non-friable ACM does not need to be removed from a building prior to
37 demolition if the waste generated from the demolition is taken to a DNR approved C & D waste landfill. If
38 the contractor chooses to recycle building materials from a building to be demolished, the contractor is
39 responsible for removal and disposal of all Category I non-friable ACM in accordance with applicable
40 regulations prior to demolition. If the contractor's demolition methods will cause non-friable ACM to become
41 friable, the contractor is responsible for removal and disposal of all Category I non-friable ACM in
42 accordance with applicable regulations prior to demolition.
43

44 The following building materials have been identified to be ACM.

45 Prior to the start of construction, the site will be examined for hazardous materials. If hazardous materials
46 are found. They will be handled accordingly to industry standards.
47

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

49 Prior to the start of construction, the site will be examined for hazardous materials. If hazardous materials
50 are found. They will be handled accordingly to industry standards.
51

52 If asbestos abatement is identified as part of the project, A/E shall add the following note to general
53 drawing notes: The Contractor is responsible for marking the extent of the identified ACM that will be
54 disturbed by the Contractor's work and coordination with the asbestos abatement contractor. The asbestos

1 abatement contractor will require sole occupancy of the work space during asbestos abatement work.
2 Contractor shall communicate with the asbestos abatement contractor and make adequate allowance for the
3 asbestos abatement work in the work schedule.]

4
5 Lead Based Paint

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

12
13 PCB'S

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

16
17 **6. SOIL TEST BORINGS**

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

20
21 Neither the Architect/Engineer nor DFD guarantee continuity of conditions indicated at the boring locations.

22
23 Contractor must interpret the soil boring data and be satisfied as to the materials to be excavated and materials
24 upon which fill or other materials may be placed.

25
26 **7. MUTUAL RESPONSIBILITY**

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

32
33 Contractor(s) shall arrange the work and dispose of materials so as not to interfere with the work or storage
34 of materials of others and each shall join their work to that of others in accordance with the intent of the
35 drawings and specifications.

36
37 All Contractors shall work in cooperation with the General Prime Contractor and with each other, and fit
38 their work into the structure as job conditions may demand. All final decisions as to the right-of-way and
39 run of pipe, ducts, etc., shall be made by DFD at prearranged meetings with responsible representatives of
40 the Contractors involved.

41
42 **8. PROJECT MEETINGS**

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

46
47 The Architect/Engineer or a representative thereof will write a report covering all items discussed and
48 decisions reached and copy of such report distributed to all parties involved.

49
50 **9. SLEEVES AND OPENINGS**

51
52 Each Contractor requiring sleeved openings shall furnish all sleeves required for their penetrations whether
53 or not they responsible for providing the respective openings. Contractors furnishing sleeves to others for
54 installation shall do this in a timely manner so as not to impede the project schedule.

1
2 Openings shown on the structural and/or architectural drawings shall be the responsibility of the General
3 Prime Contractor. Sleeves furnished by other contractors for openings shown on the structural and/or
4 architectural drawings shall be installed by the General Prime Contractor.
5

6 Openings that are required and are not shown on the structural and/or architectural drawings shall be the
7 responsibility of the contractor requiring the openings. The contractor requiring the opening shall install
8 sleeves for these openings or cut openings as needed (including floor openings within chases).
9

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

11
12 Each Contractor shall be responsible for coordinating locations of their sleeves with work of other trades.
13

14 Each Contractor who requires sleeves and/or openings shall submit through the General Prime Contractor,
15 to DFD's Project Representative for review and approval, layout drawings of all such required sleeves and/or
16 openings. Sleeve and opening layout drawings shall be received by DFD a minimum of two weeks prior to
17 installation of the sleeves and openings. Sleeve and opening sizes and locations shall be dimensioned from
18 column lines and floor elevations or from a point of reference approved by DFD.
19

20 **10. CUTTING AND PATCHING**
21

22 Provisions of Article 9. Sleeves and Openings herein, cover the work involved for providing and installing
23 sleeves and openings.
24

25 Cutting and patching required to access work in existing walls, in chases, above inaccessible ceilings, below
26 floors, etc., shall be by the Contractor who requires the access, unless shown in the bid documents otherwise
27 or noted otherwise.
28

29 The Contractor shall do all cutting, or fitting of the work as required to make its several parts fit together, or
30 to receive the work of others, as shown or reasonably implied by the drawings or specifications, or as may
31 be directed by DFD. Holes cut in exterior walls and/or roofs shall be waterproofed.
32

33 The Contractor who cuts for required access to work shall also be responsible for patching. Where cutting
34 and patching is required, Contractor shall hire individuals skilled in such work to do cutting and patching.
35

36 Except where specifically identified, the Contractor who removes or relocates building components which
37 leave a remaining opening shall be responsible for patching the opening., Where building components are
38 removed by the Asbestos abatement Contractor on behalf of a contractor, the Contractor on whose behalf the
39 components are removed shall be responsible for patching the remaining opening.
40

41 Patching includes repairing openings to match adjacent construction and painting the surface to match
42 existing. Painting means covering the entire wall where patching is to be done to nearest break point or
43 corner unless indicated to be done by other trades.
44

45 Contractor shall not endanger any work by cutting, digging or otherwise and shall not cut or alter the work
46 of others without their consent.
47

48 Do not pierce beams or columns without permission of DFD and then only as directed in writing. If any
49 ductwork, piping, conduit, etc. is required through walls or floors where no sleeve has been provided, use a
50 core drill or saw cut to prevent damage and structural weakening.
51

52 Wherever any material, finish, or equipment, is damaged, the skilled trade shall accomplish the repair or
53 replacement, in that particular work and the cost shall be charged to the party responsible for the damage.

1 DFD reserves the right to disallow any means and/or methods that, in the opinion of DFD, are harmful to
2 and/or not in the best interest of preserving the improvements receiving the work.
3

4 **11. MANUFACTURER'S DIRECTIONS**

5 Contractors shall apply, install, connect, erect, use, clean and condition manufactured articles, materials, and
6 equipment as recommended by the manufacturer, unless specified to the contrary. The manufacturer's latest
7 recommendations at the time of bidding shall be used.
8

9 **12. LAYOUT**

10 The General Prime Contractor shall immediately upon entering the site for purpose of beginning work, locate
11 general reference points and take such action as is necessary to prevent their destruction. Each Contractor
12 shall lay out its work and be responsible for all lines, elevations and measurements of the building and other
13 work executed under its Contract. Each Contractor must exercise proper precaution to verify dimensions on
14 the drawings before laying out work and will be held responsible for any error resulting from failure to
15 exercise such precaution.
16

17 Using datum furnished by the State, the lot lines and present levels have been established as shown on the
18 drawings. Other grades, lines, levels and benchmarks, shall be established and maintained by each
19 Contractor, who shall be responsible for them.
20

21 As work progresses, the General Prime Contractor shall lay out on forms and floor, the locations of all
22 partitions, walls and fix column centerlines as a guide to all trades.
23

24 The General Prime Contractor shall make provision to preserve property line stakes, benchmarks, or datum
25 point. If any are lost, displaced or disturbed through neglect of any Contractor, Contractor's agents or
26 employees, the Contractor responsible shall pay the cost of restoration.
27

28 Each Contractor shall verify grades, lines, levels, locations and dimensions as shown on drawings and report
29 any errors or inconsistencies to DFD's Project Representative before commencing work. Starting of work
30 by each Contractor shall imply acceptance of existing conditions.
31

32 **13. SUPERVISION**

33 The General Prime Contractor shall take complete charge of the work under this contract and coordinate the
34 work of all Trades on the project.
35

36 **14. FIELD OFFICES**

37 The General Prime Contractor shall provide and maintain a temporary watertight office where directed for
38 use by the Contractor and Trades. The office shall be equipped with a plan rack and suitable table for
39 examination of plans.
40

41 The General Prime Contractor shall also provide and maintain a temporary office for the sole use of
42 Architect/Engineer and DFD's Project Representative. The office shall be at least 150 square feet in floor
43 area, equipped with a plan rack, 3'-0" x 8'-0" smooth sloped top table, flat top desk, three chairs, and a four-
44 drawer legal size metal filing cabinet equipped with a workable lock.
45

46 Exterior of offices shall be of neat appearance, and if deemed necessary by DFD, shall be painted to achieve
47 such appearance; heat offices during cold weather; provide each office with at least one glazed movable
48 window and one door with a cylinder lock and latch set.
49

50 Provide and maintain artificial light, minimum of 40 foot-candles, and two duplex outlets where directed.
51 Provide screen door and window screens if requested. When directed, move the office into a suitable area in
52 the building.
53

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

1
2 A mobile type office with equivalent space and equipment may be used if Architect/Engineer and DFD's
3 Project Representative have a separate office and separate entrance.

4

5 **15. STAIRS AND SCAFFOLDS**

6 The General Prime Contractor shall:

7

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

10

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

13

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

16

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

19

20 **16. HOISTS, ELEVATORS OR CRANES**

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

24

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

28

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

32

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

35

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

39

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

44

45 **17. SIGNS**

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

48

49 **18. FENCE**

50 The General Prime Contractor shall provide a neat appearing protective fence where indicated on the
51 drawing, constructed of standard studded T-Posts of sufficient length for line posts and spaced not to exceed
52 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
53 be properly braced. A 4-foot high wooden snow fence shall be securely fastened to the supports. Plastic
54 fencing is not acceptable. The snow fence shall project 4" above the fence posts. Provide gates, properly

1 constructed and braced, complete with hinges, hasps, and padlocks in number and location required for proper
2 control, delivery and distribution of material and equipment. Gate posts shall be adequately back tied and
3 anchored to insure a rigid installation. All protective fencing shall be maintained in an upright, orderly
4 fashion throughout the construction schedule. In areas where existing trees are to be protected, the area inside
5 the protective fencing shall not be used for any purpose related to construction activities, such as material
6 storage, vehicle parking, portable toilets, or other disruptive activities that would result in damage of any
7 kind to the site inside the fence.

8
9 **19. ROADWAY**

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

17
18 **20. TOILETS**

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

23
24 As soon as conditions will allow, the Plumbing Trade shall provide temporary toilets within the building,
25 where directed, and equip the room with at least two temporary water closets and one temporary lavatory,
26 each with connections to cold water and sanitary sewer. The General Prime Contractor shall provide a
27 temporary wood enclosure with doors; remove when directed.

28
29 After directed by DFD's Project Representative, the Plumber shall remove the temporary fixtures and replace
30 them with permanent fixtures.

31
32 After temporary toilet accommodations are provided within the building, the General Prime Contractor shall
33 remove the temporary outside toilets.

34
35 The General Prime Contractor shall maintain the temporary toilets in a sanitary condition at all times and
36 shall supply toilet paper until completion of the job.

37
38 **21. TELEPHONES**

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

41
42 **22. WATER SUPPLY**

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

45
46 Immediately after award of contract, the Plumbing Trade shall make arrangements for temporary connections
47 and extension of existing water service facilities. As soon as possible, the Plumbing Trade shall install the
48 permanent main into the building and provide a temporary gate valve, extend piping, provide temporary
49 water meter, and provide two 3/4" hose bibbs on each floor, located where directed. Permanent risers may
50 be used for temporary service. Provide two 3/4" hose bibbs outside of the building at suitable locations for
51 construction purposes where directed.

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

4
5 The General Prime Contractor shall prevent waste of water and shall maintain valves, connections, and hoses
6 in perfect condition, at all times. Trades shall provide their own hose or piping from hose bibbs.

7
8 The Contractor shall pay cost of water used.

9
10 Immediately after award of contract, the Plumbing Trade shall make arrangements to begin underground
11 sewer work and shall complete sewer work, including backfilling required, as soon as possible.

12 13 14 **23. TEMPORARY ELECTRICAL WORK**

15
16 The General Prime Contractor shall make all arrangements with the local utility company for metered
17 electrical service, pay for the installation of all temporary service to utility point of termination shown on
18 drawings, and upon completion of project, pay for removal of temporary service. The General Prime
19 Contractor shall patch surfaces and structure after services have been removed. The service shall be 120/208
20 volt, 3 phase, 4 wire, 200 amps.

21
22 If a Contractor contemplates the use of equipment that requires a different voltage or greater capacity than
23 that specified, then that Contractor must arrange with Utility for this additional service and pay for installation
24 of the service and the necessary additional switches and wiring required.

25
26 The meter shall be taken out in the General Prime Contractor's name.

27
28 The General Prime Contractor shall pay for all electrical energy consumed for construction purposes for all
29 trades including temporary offices, for operation of ventilating equipment, for heating of building, and for
30 testing and operating of all equipment. The General Prime Contractor shall continue to pay for energy used
31 until substantial completion even though equipment has been connected to the permanent wiring.

32
33 Any Trade that has a temporary office shall provide and pay for installation of temporary service for lighting
34 of such temporary office.

35
36 The Electrical Trade shall provide meter base and wiring to point of utility termination, provide main fused
37 service switch, and fused or breaker distribution panel(s). The Electrical Trade shall also provide, at no cost
38 to others, all lamps, wiring, switches, sockets and similar equipment required for temporary system until
39 substantial completion. Upon completion of the project, the Electrical Trade shall remove the temporary
40 system.

41
42 The temporary lighting system shall be sufficient to enable all trades to safely complete their work and to
43 enable DFD's Project Representative to check all work as it is being done. Illumination shall be 5 foot-
44 candles minimum in all areas and, in addition, shall meet or exceed the requirements of 29 CFR 1926.56
45 Illumination (OSHA regulations).

46
47 Provide at least one duplex outlet for small power tools for each 400 square feet of floor space, 120 volt
48 single phase. Circuits shall be 20 ampere, single pole.

49
50 In accordance with the latest issue of the National Electrical Code, all temporary electrical circuits for
51 construction purposes shall be equipped with combination ground fault interrupter and circuit breakers
52 meeting the requirements of UL for Class A, Group 1 devices. The ground fault interrupter portion shall be
53 solid state type, insulated and isolated from the breaker mechanism. A test button shall be provided for

1 checking the device. The breaker mechanism shall provide overload and short circuit protection and shall be
2 operated by a toggle switch with overcenter switching mechanism so that contact cannot be held closed.

3
4 All Trades shall furnish their extension cords and lamps other than those furnished for general lighting.

5
6 All Trades and other separate Contractors shall be allowed to use the service provided for general lighting
7 and fractional horsepower hand tools at no cost.

8
9 The General Prime Contractor shall be compensated by those requiring three phase and single-phase energy
10 used for equipment other than fractional horsepower hand tools. Arrangements shall be made with the
11 General Prime Contractor before construction equipment is used.

12
13 The General Prime Contractor shall post the cost rates at start of construction. Rates may be posted on an
14 hourly use basis or energy may be submetered at the General Prime Contractor's option, but shall be based
15 upon a fair and reasonable estimate of the cost of power used as billed by the Utility.

16
17 Those trades requiring lighting or other electrical service outside of building shall pay for the installation and
18 removal of service, maintenance charges, and energy consumed.

19
20 Trades requiring voltage other than basic temporary system specified, three phase power, or a special single
21 phase run, for operation of construction equipment or testing shall make their own arrangements with the
22 General Prime Contractor for cost of energy used, and the Electrical Trade for the cost of installation, and
23 removal when no longer required.

24
25 Heating and Ventilating Trade shall provide wiring, equipment and connections for portable or temporary
26 heating units.

27
28 The Electrical Trade shall expedite the work under this contract in such a manner that the permanent power
29 wiring system and panels will be installed and connected to permanent heating and ventilating equipment in
30 time to operate and test this equipment when the building has been closed sufficiently to permit the use of
31 portions of heating and ventilating system for temporary heating during construction. Permanent wiring and
32 connections may be used at permanent equipment; however, the use of the permanent system during
33 construction shall in no way waive any part of the guarantee period.

34
35 After Substantial Completion of the permanent electrical system and building wiring, permanent receptacles
36 may be used during finishing work. Permanent wiring for lighting fixtures, switches and receptacles shall be
37 installed only after all masonry and plastering has been completed, but this wiring shall not be used for motors
38 larger than fractional HP or for welding equipment. Circuits for larger motors and welding equipment may
39 be provided with special circuits to mains of electrical panels at the expense of those trades requiring them,
40 provided that special permission is obtained from DFD's Project Representative and the installation is made
41 by skilled electricians.

42 43 **24. COLD WEATHER PROTECTION**

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

47
48 Heat required to protect materials from injury due to freezing during the construction period and prior to
49 enclosure, shall be provided by means of portable heating units intended for this purpose.

50
51 All heating units must be approved types. Proper ventilation must be provided. The use of temporary units
52 whose product of combustion will damage fresh concrete, mortar or other building materials, will not be
53 allowed. Use of coke or oil salamanders is prohibited.

54

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

3
4 Heating units and the area surrounding the units shall be kept in a clean and safe condition.

5 6 **25. ENCLOSURE**

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

9
10 The exterior walls should be erected to full thickness and height shall extend to the top of the horizontal level
11 which encloses the space intended to receive heat. If erection of full thick walls is not feasible, erection of
12 back-up wall only will be accepted if approved weatherproofing of back-up materials is provided to avoid
13 damage to back-up materials.

14
15 The horizontal slab, which will serve as the overhead enclosure of the spaces to receive heat (whether it be
16 the roof slab or intermediate floor slab), shall have all openings covered with closures capable of sustaining
17 any loads imposed thereon. The entire overhead enclosure shall be made weatherproof.

18
19 Provide approved translucent material for temporary enclosure of window openings if they have not been
20 glazed. Plain or reinforced polyethylene film or other suitable translucent material will be acceptable,
21 provided it is installed in or on a well fitting rigid wood frame and kept in good repair. This means of
22 temporary enclosure shall be used for other minor openings in walls.

23
24 Construct temporary walls as required to protect contents and to separate the interior enclosed sections from
25 the interior open section of the building during construction. Temporary wall enclosure shall consist of
26 plywood panels, at least 3/8" thick, fastened to wood framework, consisting of 2 x 4 studs spaced 24" o.c.,
27 securely spiked to wood plates, top and bottom. Provide intermediate girts between studs as required for
28 fastening of plywood. Temporary walls must provide protection from dirt, dust, and drafts.

29
30 Provide exterior doors with hinges, self-closing device, and locks.

31
32 Make suitable provisions for passage of air to permit proper drying out of the building.

33
34 At end of day's work, securely close temporary enclosures. Padlock exterior doors. The General Prime
35 Contractor shall supervise effectiveness of enclosures.

36
37 Where reference is made to a "portion of the building", it is intended to mean definable areas of the building
38 such as a group of floor levels or an entire wing of the building. It is not intended to require a room-by-room
39 or erratic piece-meal enclosure operation, but shall provide for an orderly expansion of large adjacent or
40 related areas to be enclosed which are advantageous to the progress of the work and approved by DFD's
41 Project Representative.

42 43 **26. TEMPORARY HEAT**

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

46
47 It shall be the responsibility of the General Prime Contractor to see that every precaution is used to prevent
48 unnecessary escape of heat.

49
50 For installations where central plant steam or central plant hot water will be used for permanent heating, the
51 State will furnish all steam or hot water required for temporary heat at no cost to the Contractor. (Condensate
52 shall be wasted until it is determined by DFD's Project Representative that condensate is of a quality suitable
53 for return to the central plant. When such determination is made all condensate shall be returned to the State's
54 system). It is the responsibility of the heating trade to connect to the existing steam or hot water source.

1
2 For installations that are not connected to central plant steam or central plant hot water, the General Prime
3 Contractor shall pay the fuel costs for temporary heat for both permanent heating systems used for temporary
4 heat and/or temporary heating systems used for temporary heat.
5
6 The General Prime Contractor shall pay for all electrical energy consumed for temporary heat.
7
8 The Heating Trade shall provide one of the following systems or a combination thereof, for furnishing
9 temporary heat:
10
11 Permanent heating system may be used for temporary heating. If permanent system is used, the Heating
12 Trade shall install in their permanent location heating coils or connectors as approved by DFD, with controls
13 to maintain temperatures required. Temporary filters shall be used in the permanent system. Provide bases,
14 shields, etc., around heating elements to prevent too rapid drying of adjacent concrete, masonry or plaster.
15 Relocation of some of the permanent heating system equipment may be required during construction to
16 prevent interference with new construction. Temporary units may be installed in such areas during the time
17 permanent equipment is not operating due to relocation
18
19 The distribution piping of the permanent heating system may be utilized for supply and return to unit heaters
20 on each floor in lieu of temporary piping, provided approved connections, controls and protection of such
21 piping is maintained.
22
23 If the permanent air system is used during temporary heating period, temporary filters shall be provided in
24 the system and they shall have efficiency equal to the permanent filters. The return air ductwork shall be
25 protected from construction dirt by temporary filters placed over return openings.
26
27 If the Heating Trade does not have one of the above systems in operation by the time the building is enclosed,
28 then the Heating Trade shall provide, maintain and supervise the operation of temporary portable units with
29 necessary automatic controls to provide required temperatures. Current required may be taken from the
30 temporary electrical service. See "Temporary electrical Installation". Cost of fuel to operate portable units
31 shall be paid by the General Prime Contractor.
32
33 All electrical wiring required for temporary heating units shall be furnished and installed by Heating Trade,
34 from temporary wiring service. Electrical wiring to permanent equipment used for temporary heating that
35 has been mounted in its permanent location shall be wired by trades skilled in that work.
36
37 The use of open salamanders as portable heating units will not be approved. All portable temporary heating
38 units shall be properly ventilated to prevent combustion gases from remaining in the heating area.
39
40 The Heating Trade must ascertain if heating equipment will operate on the temporary electrical service
41 available. If service is insufficient to operate equipment, Heating Trade shall make other arrangements.
42
43 The Heating Trade shall be responsible for the proper adjustment and maintenance of the system, and shall
44 supervise and be responsible for the operation of the system used for temporary heating until State occupies
45 the building. Supervision shall include periodic checking of operation as required.
46
47 A minimum temperature of 45 degrees and a maximum temperature of 60 degrees for the building shall be
48 maintained by the Heating Trade, except for a period of at least ten days prior to the placing of interior
49 woodwork and throughout the placing of this and other finish, varnishing, painting, etc., and until substantial
50 completion to provide sufficient heat to insure a temperature in the spaces involved of not less than 70 degrees
51 nor more than 80 degrees.
52
53 The temporary heating system shall be removed by the Heating Trade after the permanent heating system
54 has been installed and operating. Surfaces and structure shall be patched as required. Temporary heating

1 equipment shall be relocated by the Heating Trade as required during construction to prevent interference
2 with new construction.

3
4 At completion of construction work or when temporary heat is no longer required, Heating Trade must repair
5 any damage done to permanent equipment during temporary heating period and also perform the necessary
6 cleaning of all ducts and equipment. The Heating Trade shall provide permanent filters to the complete
7 satisfaction of DFD.

8 9 **27. FIRE PROTECTION**

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

16
17 Fire alarm systems and fire suppression systems shall be kept in service during construction. The General
18 Prime Contractor shall impair system operability only as necessary to avoid false alarms, false activations or
19 damage and where required to complete construction activities. The General Prime Contractor is responsible
20 for the first responder cost of repeat false alarms.

21
22 Where systems are impaired, provide a fire protection impairment program in compliance with NFPA 25,
23 NFPA 72, NFPA 101, IFC Chapter 9 and the Authority Having Jurisdiction (AHJ) including the following:

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

40 41 **28. WATCHPERSONS**

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

45 46 47 **29. STORAGE OF MATERIALS**

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

51
52 The storage of materials on the grounds and within the building shall be in strict accordance with the
53 instructions of DFD's Project Representative. Storage of materials within the building shall at no time exceed
54 the design carrying capacity of the structural system.

1
2 Provide and maintain watertight storage sheds on the premises where directed, for storage of materials that
3 might be damaged by weather. Sheds shall have wood floors raised at least 6" above the ground.

4
5 All materials affected by moisture shall be stored on platforms and protected from the weather.

6
7 All materials shall be stored in a manner that prevents release of hazardous material to the environment.

8
9 All hazardous materials, including motor fuels, shall be properly handled and contained to prevent spills or
10 other releases. The General Prime Contractor shall develop and maintain a contingency plan to provide
11 emergency response, containment, and cleanup of spills of hazardous materials resulting from contract
12 activities. All spills and releases shall be reported to DFD as soon as possible.

13
14 During the construction of this building, materials, construction sheds, and earth stockpiles shall be located
15 so as not to interfere with the installation of the utilities nor cause damage to existing lines.

16
17 The Contractor shall allot space to others for storage of their materials, and erection of their sheds.

18
19 Should it be necessary at any time to move material sheds or storage platforms, the Contractor shall move
20 same at the Contractor's expense, when directed by DFD's Project Representative.

21
22 The State assumes no responsibility for materials stored in building or on the site. The Contractor assumes
23 full responsibility for damage due to the storage of materials.

24
25 Repairing of areas used for placing of sheds, offices, and for storage of materials shall be done by the
26 Contractor.

27
28 **30. PROTECTION OF FINISHED CONSTRUCTION**

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

31
32 Wheeling of any loads over any type of floor, either with or without plank protection, will be permitted only
33 in rubber tired wheelbarrows, buggies, trucks or dollies.

34
35 Where structural concrete is also the finished surface, care must be taken to avoid marking or damaging those
36 surfaces.

37
38 **31. PROTECTION IN GENERAL**

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

41
42 Temporary pumps required for pumping water from building excavation or from building proper shall be
43 provided by the General Prime Contractor, including temporary connections. Plumbing Trade shall install
44 permanent sump basins and piping where and when required. Permanent sump pumps shall not be installed
45 until building is substantially complete and when approved by DFD's Project Representative. The General
46 Prime Contractor shall remove temporary pumps and connections when approved by DFD's Project
47 Representative.

48
49 The General Prime Contractor shall:

50
51 Provide, erect and maintain all required planking, barricades, guard rails, temporary walkways, etc., of
52 sufficient size and strength necessary for protection of stored material and equipment; paved surfaces, walks,
53 curbs, gutters and drives; streets adjacent to or within project area; adjoining property and all project work to
54 prevent accidents to the public and the workmen at the job site.

1
2 Notify adjacent property owners if their property interferes with the work so that arrangements for proper
3 protection can be made.

4
5 Provide and maintain proper shoring and bracing to prevent earth from caving or washing into the building
6 excavation. Provide temporary protection around openings through floors and roofs, including elevator
7 openings, stairwells, and edge of slabs.

8
9 Provide and maintain proper shoring and bracing for existing underground utilities, sewers, etc., encountered
10 during excavation work, to protect them from collapse or other type of damage until such time as they are to
11 be removed, incorporated into the new work, or can be properly backfilled upon completion of new work.

12
13 Provide protection against rain, snow, wind, ice, storms, or heat to maintain all work, materials, apparatus,
14 and fixtures, incorporated in the work or stored on the site, free from injury or damage. At the end of the
15 day's work, cover all new work likely to be damaged. Remove snow and ice as necessary for safety and
16 proper execution of the work.

17
18 Protect the building and foundations from damage at all times from rain, ground water and back-up from
19 drains or sewers. Provide all equipment and enclosures as necessary to provide this protection.

20
21 Damaged property shall be repaired or replaced in order to return it to its original condition. Damaged lawns
22 shall be replaced with sod.

23
24 Protect materials, work and equipment, not normally covered by above protection, until construction
25 proceeds to a point where the general building protection of the area where located, dispenses with the
26 necessity therefore. Protect work outside of the building lines such as trenches and open excavations, as
27 specified above.

28
29 Take all necessary precautions to protect the State's property as well as adjacent property, including trees,
30 shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, etc., from
31 any and all damage which may result due to work on this project.

32
33 Repair work outside of property line in accordance with the requirements of the authority having jurisdiction.

34
35 Repair any work, damaged by failure to provide proper and adequate protection, to its original state to the
36 satisfaction of DFD or remove and replace with new work at the Contractor's expense.

37
38 Protect trees indicated on the drawings to remain and trees in locations that would not interfere with new
39 construction, from all damage. Do not injure trunks, branches, or roots of trees that are to remain. Do cutting
40 and trimming only as approved and as directed by DFD's Project Representative.

41
42 The value of trees destroyed or damaged will be charged against the account of the Contractor responsible
43 for the damage in an amount equal to the expense of replacing the trees with those of similar kind and size,
44 but not to exceed \$1000.00 for any one tree.

45
46 **32. CLEANING AND WASTE DISPOSAL**

47
48 Contractor shall be responsible for all cleaning required within the technical sections of the specifications
49 governing work under the Contractor's jurisdiction as well as for keeping all work areas, passageways, ramps,
50 stairs and all other areas of the premises free of accumulation of surplus materials, rubbish, debris and scrap
51 which may be caused by the Contractor's operations or that of the Subcontractors.

52
53 Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of each
54 week.

1
2 Combustible waste shall be removed immediately or stored in fire resistive containers until disposed of in an
3 approved manner.

4
5 No burning of rubbish or debris will be allowed at the site. Rubbish, debris and scrap shall not be thrown
6 through any window or other opening, or dropped from any great height; it shall be conducted to the ground,
7 to waiting truck(s) or removable container(s) by means of approved chutes or other means of controlled
8 conveyance.

9
10 Form and scrap lumber shall have all nails withdrawn or bent over; shall be neatly stacked, placed in trash
11 bins, or removed from the premises.

12
13 Spillages of oil, grease or other liquids which could cause a slippery or otherwise hazardous situation or stain
14 a finished surface shall be cleaned up immediately.

15
16 Waste materials removed from the site shall be managed by the contractor and disposed of in accordance
17 with all applicable laws, regulations, codes, rules, and standards. Materials that meet the definition of a
18 hazardous waste (Wis. Admin. Code NR 600) shall be disposed through the State's hazardous waste service
19 contract (Posted on Vendornet <https://vendornet.wi.gov/Contracts.aspx>; search for "hazardous wastes
20 service"), unless otherwise directed in writing by DFD. The Contractor shall prepare all hazardous wastes
21 for transport and disposal. Arrangements for disposal shall be coordinated through DFD's Project
22 Representative. Charges for transport and disposal of hazardous waste by the State's hazardous waste service
23 contractor will be paid directly by the State. Other materials such as soil, debris, sludge, water, etc. generated
24 by project activities which may contain constituents exceeding federal, state, or local environmental cleanup
25 standards must not be removed from the site, or treated and disposed on site without prior written approval
26 of DFD. DFD will provide a list of acceptable offsite disposal or treatment facilities for disposal by
27 Contractor. Other unused or discarded materials may be treated as solid waste. Facilities for recycle, disposal
28 or landfill of such items shall be approved by DFD prior to removal from the site.

29
30 Dust, dirt and other foreign matter shall be removed completely from all internal surfaces of all mechanical
31 and electrical units, cabinets, ducts, pipes, etc.

32
33 Dirt, soil, fingerprints, stains and the like, shall be completely removed from all exposed finished surfaces.

34
35 General Prime Contractor shall wash all glass immediately prior to the occupancy of this project. Work shall
36 include the removal of labels, paint splattering, glazing compound and sealant. Surfaces shall include mirrors
37 and both sides of all glass in windows, borrowed lights, partitions, doors and side lights.

38
39 Broken, scratched or otherwise damaged glass shall be replaced by the General Prime Contractor.

40
41 In addition to the above, the General Prime Contractor shall be responsible for the general "broom" cleaning
42 of the premises and for expediting all of the cleaning, washing, waxing and polishing required within the
43 technical sections of the specifications governing work under this Contract. The General Prime Contractor
44 shall also perform "final" cleaning of all exposed surfaces to remove all foreign matter, spots, soil,
45 construction dust, etc., so as to put the project in a complete and finished condition ready for acceptance and
46 use intended.

47
48 If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, DFD reserves the right
49 to have said work done by others and the related cost(s) will be deducted from monies due the Contractor.

50
51 **33. OPERATING AND MAINTENANCE MANUALS AND INSTRUCTIONS**
52 Contractor shall provide DFD with two (2) sets of the O&M data for each device, piece of equipment and
53 assembly furnished and/or installed under this contract. Format shall be paper, indexed and labeled and bound

1 in three-ring binders. In addition to the hard copies provide electronic (PDF) copies of the O&M manuals to
2 the AE. Also include, the electronic media (CD or flash drive) in 3 hole vinyl holders in binders.

3 The O&M manuals shall include the following:

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

25
26 Contractor shall submit to A/E for review, make revisions noted by A/E and provide final O&M data for
27 A/E's review 30 business days prior to training. Any revisions or changes to the systems and/or equipment
28 post delivery of the final O & M data submittal must be submitted to A/E as an addendum within 30 days
29 of the revision or change.

30 31 **34. TESTS AND ADJUSTMENTS**

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

35
36 Contractor shall make all necessary adjustments and replacements affecting the work which is necessary to
37 fulfill DFD's requirements and to comply with the directions and recommendations of the manufacturer of
38 the several pieces of equipment, and to comply with all codes and regulations which may apply to the entire
39 installation. Contractor shall also make all required adjustments to comply with all provisions of the drawings
40 and specifications.

41 42 **35. LOOSE AND DETACHABLE PARTS**

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

47 48 **36. EROSION CONTROL AND STORM WATER MANAGEMENT**

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

52
53 The General Prime Contractor hereby covenants to maintain all project grounds, public streets and associated
54 areas, including fill areas in a manner consistent with state laws and the general policy to conserve soil and

1 soil resources, and to control and prevent soil erosion and to control and prevent siltation into waters of the
2 state. This clause is to be liberally construed to further the above stated objectives. The following shall
3 include, but not limit areas in which control is to be executed:

4
5 Erosion Control Plan: Implement the erosion control plan developed for the project and maintain erosion
6 control practices throughout the construction period. Modifications to the erosion control plan, addressing
7 phases of construction shall be the responsibility of the General Prime Contractor. Erosion control practices
8 that are compromised as the result of construction activity shall be returned to their functioning state by the
9 end of the current work day. Where applicable, erosion control practices shall comply with Chapters NR 151
10 and 216, Wis. Adm. Code.

11
12 Minimum Stripping: Limit stripping of sod and vegetation and limit land disturbance to an area and a time
13 period that will expose bare soil to least possibility of erosion that construction requirements will allow.

14
15 Stockpiling: Materials, including soil, shall be stored and protected in a manner that will prevent runoff of
16 material from the stockpiles into streets, drainage facilities, storm sewer systems, or waters of the state in the
17 event of rain.

18
19 Soil Erosion and Erodible Materials: Take positive measures to prevent soil erosion from the construction
20 area and areas disturbed by construction activities by employing such means as seed and mulch, mulches,
21 intercepting embankments and berms, sedimentation basins, ditch checks, riprap, erosion mats, silt fence,
22 approved polyacrylamides, inlet protection, or other temporary erosion control devices or methods.

23
24 Record Keeping: Maintain a copy of the current erosion control plan on site. Maintain maintenance records
25 and inspection logs on-site for erosion control and storm water management practices. Contractor shall
26 provide project representative with a weekly maintenance and inspection report.

27
28 Street Maintenance: Control the tracking of soil onto street and paved surfaces to a minimum. Any such
29 tracking shall be removed no less than on a daily basis.

30
31 Storm Water Management: Practices installed for post-construction storm water management shall be
32 protected during construction activity, and in the event that their intended function becomes compromised
33 during construction activity, shall be restored and/or repaired according to Chapters NR 151 and 216, Wis.
34 Adm. Code, for post-construction storm water management.

35
36 Erosion control and storm water management practices shall be installed and maintained in accordance with
37 the WDNR approved technical standards available at the following website:
38 <http://dnr.wi.gov/org/water/wm/nps/stormwater/techstds.htm>

39
40 Responsibility and authority for inspections are vested in the Department of Administration through the
41 Division of Facilities Development.

42
43 Responsibility and authority for maintaining records for NR 216 is the responsibility of the General Prime
44 Contractor.

45
46 **37. AIR QUALITY MANAGEMENT**

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

49
50 The General Prime Contractor shall establish the action plan, in cooperation with other contractor(s),
51 concerning implementation of air quality management on Ozone Action Days. This plan shall include
52 suspending work or modifying operations for all activities related to ozone, volatile organic compounds
53 (VOC) and nitrogen oxide emissions. These work activities include but are not limited to the following:

54 Limit equipment and vehicle refueling to after 6 pm.

- 1 Limit use of gasoline-powered vehicle and equipment.
- 2 Limit excessive idling of diesel-powered vehicle and equipment.
- 3 Limit large scale painting with VOC.
- 4 Limit large scale asphalt roofing and paving.
- 5 Limit and/or control all dust creating activities.

6
7 For information on air quality readings on Ozone Action Days refer to:
8 1-866-324-5924; or
9 <http://www.dnr.state.wi.us/org/aw/air/wisards/state.htm>

10
11 **38. CONSTRUCTION WASTE MANAGEMENT**

12 See Section 01 74 19 – Construction Waste Management.

13
14 **39. GUARANTEE DOCUMENTS**

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

17
18 **40. RECORD DOCUMENTS**

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

22
23 The daily record of changes shall be the responsibility of Contractor's field superintendent. No arbitrary
24 mark-ups will be permitted.

25
26 Once during the month the Contractor shall present, at the project, the job copy showing variations and
27 changes to date to the Architect/Engineer and DFD Project Representative for their review.

28
29 At substantial completion of the project, the Contractor shall transmit the marked up as-built documents to
30 the Architect/Engineer and copy the DFD Project Representative on the transmittal of the documents. The
31 A/E will incorporate the contractor marked up as-built drawings into the record drawings.

32
33
34 In addition to providing marked up drawings to the AE, the contractor shall provide (when available)
35 electronic drawing drawings for all contractor generated drawings to the AE. Drawing shall include but not
36 be limited to:

- 37 • Contractor coordinated BIM models
- 38 • Fabrication, erection and installation drawings for:
 - 39 ○ Ductwork and piping
 - 40 ○ Steel
 - 41 ○ Concrete
 - 42 ○ Special process systems
 - 43 ○ Lighting controls
 - 44 ○ Audio Visual
 - 45 ○ Telecommunications
- 46 • DSDPS approved submittals for:
 - 47 ○ Fire Protection
 - 48 ○ Fire Alarm
 - 49 ○ Structural
 - 50 ○ Elevator

51
52 ***



GENERAL PRIME CONTRACTOR (GPC) BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that _____
(a corporation of the State of _____) (individual), (partnership) (hereinafter referred to as the
"Principal"), and _____, a corporation of the State of _____

Name of Surety

(hereinafter referred to as the "Surety"), are held and firmly bound unto the State of Wisconsin, for Department of Administration, Division of Facilities Development (hereinafter referred to as "DFD"), in the penal sum of ten percent (10%) of the amount of the total bid or bids of the Principal herein accepted by DFD, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, or is about to submit, to the State of Wisconsin a certain bid, including the related combined bids attached hereto and hereby made a part hereof, to enter into a Contract in writing for _____

Type of Work

for the _____
Project

- (1) If said bid is rejected by DFD, then this obligation shall be void; or
- (2) If said bid is accepted by DFD and the Principal shall execute and deliver a Contract in the form specified by DFD (properly completed in accordance with said bid) and shall furnish a separate 100% performance bond for the Principal's faithful performance of said Contract, and a 100% payment bond for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; or
- (3) If said bid is accepted by DFD and the Principal shall fail to execute and deliver the Contract and the performance and payment bonds noted in (2) above, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to DFD the penal sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as stated. Notice will be given by DFD to the Principal and Surety of intent to request payment of all or any part of the penal sum, a minimum of 7 calendar days before making demand of payment. Payment of the penal sum by the Surety and its bond shall be received by DFD within 72 hours following demand by DFD.

The Surety, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which DFD may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

SEAL: _____
Principal Date

By: _____

SEAL: _____
Name of Surety Date

By: _____

NOTE TO SURETY AND PRINCIPAL: The bid submitted, which this bond guarantees, may be rejected if the following instrument is not attached to this bond: Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.



DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # _____ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section	Page #	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Name - Authorized Representative

Signature - Authorized Representative

Company Name

Date



Form A — Affidavit of Compliance Minority Business Enterprise (MBE) / Disabled Veteran-Owned Business (DVB) Provisions

Project Title _____

Project Location _____ Project No. _____

The State of Wisconsin has an active Diversity Business Initiative. The purpose of this initiative, in the interest of fairness and equity, is to encourage increased voluntary expenditure of State construction dollars by prime contractors under subcontracts with MBE / DVB firms. **Please refer to the checklist on page 2 of this form which is provided to assist you in this effort.**

To that end, the bidder's commitment for MBE participation on this project is _____% and DVB participation is _____%.

The State of Wisconsin, Department of Administration, Division of Facilities Development reserves the right to reject and disqualify any bidder who does not include this completed form and who fails to comply with the State's bid requirements as outlined in the bid specifications.

I, the apparent low bidder, acknowledge, understand and agree to comply with my commitment for MBE/DVB participation on this contract including submission of all information required.

I attest that, to the best of my knowledge, all of the above information is true and correct.

Dated (mm/dd/ccyy) _____

Authorized Signature

Printed Name

Title

Company Name

Telephone Number

State of _____

County of _____

On this _____ day of _____, 20____, I confirm that _____
Bidder's Name

came before me and signed the document for the purposes stated.

I witness, and set my hand and official stamp or seal.

Notary Public

County, State of _____

My Commission expires _____, 20____

“Good Faith Effort” To Obtain Minority Business Enterprise / Disabled Veteran-Owned Business Participation

All “Yes” boxes must be checked to ensure that a “Good Faith Effort” has been made to obtain MBE participation.

- Have you checked the State of Wis. Minority Business/Disabled Veteran-Owned Business directories?
<http://www.doa.wi.gov> Yes No

- Have you made an early (prior to bidding) contact with the Supplier Diversity Program office to solicit their assistance in getting MBE/DVB participation on the project? Tel. (608) 267-7806; Fax (608) 267-0600; email godwin.amegashie@wisconsin.gov . Yes No

- Have you provided MBE/DVB firms adequate project information about plans, specifications and requirements pertaining to their work? Yes No

- Have you communicated with any MBE/DVB that performs the type of services needed for the project and was there any follow-up? Yes No

- Was MBE/DVB participation advertised (newspaper, radio, etc.) for this project? (You may be asked to submit evidence.) Yes No

- Did you contact any MBE/DVB trade associations to assist in locating MBE/DVBs or have you made contact with any MBEs/DVBs that may not yet be certified by the State? (You may be asked to verify.) Yes No

- Have you determined if there are other possible opportunities for MBE/DVB participation such as suppliers, haulers, etc. or using a group of MBEs/DVBs jointly? Yes No

- Have you considered creating a plan of action with the assistance of the Supplier Diversity Program office to ensure that future contracts can have MBE/DVB participation and meet the construction requirements and goals of the State? (These plans may include mentoring, technical support and other innovative opportunities.) Yes No

- Did you negotiate in good faith? (You may be asked to verify.) Yes No



REQUEST FOR SUBMITTAL APPROVAL

Project Name _____ DFD Project No. _____
Contractor Name _____ Contractor Phone No. _____
Subcontractor/Supplier Name _____ Specification Section No. _____

- a. This Submittal is made under the provisions of the General Conditions of the Contract Documents. The Contractor makes an express warranty to DFD, by express affirmation, that if installed into or made a part of this project, the work which forms the basis of this Submittal will conform to the design requirements of the Contract Documents.
- b. It is the purpose of this Submittal to describe the goods proposed for use by the Contractor and to demonstrate conformance of that description to the Contract Documents.
- c. At the time of this submission, the Contractor acknowledges awareness that the purpose of this Submittal is to obtain DFD's authorization to use this Work for purposes of Contract Document compliance by the Contractor, and further, that DFD, in doing so, relies upon the skill, judgment and integrity of the Contractor to insure that this submitted Work complies with requirements of the Contract Documents. Contractor hereby acknowledges that it has, through the use of its own resources, found and selected the Work submitted herewith and that the Work submitted is usable for the purpose of being fit and suitable in the final construction under this Contract Documents.
- d. Notwithstanding any provision of this Contract Documents to the contrary, the Contractor hereby notifies DFD that the following features of the Submittal MAY NOT BE IN CONFORMANCE with Contract Document requirements, but nevertheless asks approval thereof. (Contractor shall include brief, specific description of each potential nonconformity. If NONE, Contractor shall so state.)

- 1.
- 2.
- 3.
- 4.

Check if additional page(s) of potential nonconformity are attached.

Signed _____ Date _____
Contractor's Authorized Representative

Note: Contractors are required to copy and use this form as a cover sheet accompanying all submittals, as described in the General Conditions of the Contract Documents. All pages of submittals are to be consecutively numbered, with a front index page listing the total sequence of pages included.



Request for Subcontractor Approval

Contractor Name	Project Title
Street Address PO Box	Location
City State ZIP + 4	Project Number
Contact Person Phone Number	DFD Project Manager
Prime Contractor Business Certification <input type="checkbox"/> MBE* <input type="checkbox"/> DVB*	Contract Amount \$

The use of any subcontractors for this project must have prior approval by DFD. Revised Form _____
 No Subcontractors will be used on this project

Subcontractor Name / Phone Contact Person / Email	City, State	Type of Work/Service	Estimated Contract Amount	MBE*	DVB*
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>

* MBE Minority Business Enterprise / DVB Disabled Veteran-Owned Business Additional Pages Attached

Prepared By:

_____ Signature _____ Date (mm/dd/ccyy)

_____ Printed Name

_____ Title

For DFD Use Only

Screened By _____ Date (mm/dd/ccyy) _____

Subcontractors Approved

Subcontractors Approved Except as Noted

Project Manager _____ Date (mm/dd/ccyy) _____



PERFORMANCE BOND (100%)

This Surety Bond instrument is hereby executed to guarantee performance of a proposed contract between the herein named Principal and the State, dated _____, 20__ a copy of which is hereto attached and made a part hereof, herein called "Contract," for the construction of

Project Title _____

Project Location _____

Project Number _____ Contract For _____ work.
All, General, HVAC, Roofing, Etc.

KNOW ALL PEOPLE BY THESE PRESENTS That _____
Name of Contractor

of _____ as contractor, herein called "Principal", and _____
City and State Name of Surety

_____ of _____ as Surety, herein called
City and State

"Surety", are held firmly bound to the State of Wisconsin, for the Department of Administration, Division of Facilities Development herein called "the Owner", in the amount of \$_____ for the faithful performance of the Contract as hereinafter set forth. For the payment of which, well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the said bounded Principal shall promptly and faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the Contract, in all respects, and within the time prescribed in the Contract (or as such time may be extended as provided in the Contract), and shall indemnify and save harmless the Owner, its officers, employees and agents against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by Principal or its subcontractors, and shall in all respects perform the Contract according to law, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

FURTHER, that no change, extension of time, alteration or addition to the work to be performed, or amount of, the Contract shall in any way affect Principal's or Surety's obligations on this bond, and Surety does hereby waive notice of any change, extension of time, alterations or additions thereunder.

PROVIDED, FURTHER, that the undersigned states that pursuant to express authority the corporate seal affixed to this instrument is the seal of this surety company, that the seal was affixed and this instrument was executed for and on behalf of this surety company; that authority has not been revoked by this surety company; that this instrument was executed as the free act and deed of this surety company; that the certificate of authority from the Commissioner of Insurance showing authority of this surety company to transact business in the State of Wisconsin has been obtained and will be provided to the Owner upon request; and further, that this surety bond was written through an agent duly licensed as such on the date thereof.

IN WITNESS WHEREOF, this instrument is executed this the ____ day of _____, 20__.

FOR THE PRINCIPAL

By _____
Corporate Secretary Signature

(Seal)

President, Partner or Individual Signature

Witnessed by _____

Witnessed by _____

Two witnesses must attest above signatures.

FOR THE SURETY

By _____
*Corporate Secretary Signature

(Seal)

Attorney in Fact or Authorized Officer

Street or PO Box

City, State and Zip Code

Telephone Number

Email Address

(This email address will be used to notify Surety of Project Start Date)

ACKNOWLEDGEMENT

STATE OF _____)

) ss

COUNTY OF _____)

I, _____, a Notary Public of said County and State, do hereby certify that _____

_____, Attorney-in-Fact or authorized officer of _____,
Name of Surety

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument for and on behalf of _____, for the uses and purposes therein set forth.
Name of Surety

Given under my hand and notarial seal at my office at _____, _____, in said county,
City State

this ____ day of _____, 20__, A.D.

Notary Public

My commission expires _____

This Performance Bond is

APPROVED

Administrator, Division of Facilities Development

* If signatory is a corporation, Secretary of corporation shall attest, otherwise leave blank.



PAYMENT BOND (100%)

This Surety Bond instrument is hereby executed to guarantee payment of certain amounts related to a proposed contract between the herein named Principal and the State, dated _____, 20__ a copy of which is hereto attached and made a part hereof, hereinafter called "Contract," for the construction of

Project Title _____

Project Location _____

Project Number _____ Contract For _____ work.
All, General, HVAC, Roofing, Etc.

KNOW ALL PEOPLE BY THESE PRESENTS That _____
Name of Contractor

of _____ as contractor, herein called "Principal", and _____
City and State Name of Surety

_____ of _____ as Surety, herein called
City and State

"Surety", are held firmly bound to the State of Wisconsin, for the Department of Administration, Division of Facilities Development herein called "the Owner", in the amount of \$_____ for the payment of all claims, costs, charges and other amounts arising in connection with, or related to, the Contract as hereinafter set forth. For the payment of which, well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the said bounded Principal shall promptly make payment pursuant to Section 779.14 of the Wisconsin Statutes to all persons who supply labor and material to said project in the prosecution of the work arising in connection with, or related to, the Contract, and shall pay all other just debts, dues and demands incurred in the performance of the Contract, and shall indemnify and save harmless the Owner, its officers, employees and agents against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered as the result of Principal's failure to pay any amounts in connection with, or related to, the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

FURTHER, labor performed and materials furnished, used or consumed in making the public improvement or performing the public work, include, without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for worker's compensation insurance and contributions for unemployment compensation.

FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

FURTHER, that no change, extension of time, alteration or addition to the work to be performed, or amount of, the Contract shall in any way affect Principal's or Surety's obligations on this bond, and Surety does hereby waive notice of any change, extension of time, alterations or additions thereunder.

PROVIDED, FURTHER, that the undersigned states that pursuant to express authority the corporate seal affixed to this instrument is the seal of this surety company, that the seal was affixed and this instrument was executed for and on behalf of this surety company; that authority has not been revoked by this surety company; that this instrument was executed as the free act and deed of this surety company; that the certificate of authority from the Commissioner of Insurance showing authority of this surety company to transact business in the State of Wisconsin has been obtained and will be provided to the Owner upon request; and further, that this surety bond was written through an agent duly licensed as such on the date thereof.

IN WITNESS WHEREOF, this instrument is executed this the ____ day of _____, 20__.

FOR THE PRINCIPAL

By _____
Corporate Secretary Signature

(Seal)

President, Partner or Individual Signature

Witnessed by _____

Witnessed by _____

Two witnesses must attest above signatures.

FOR THE SURETY

By _____
*Corporate Secretary Signature

(Seal)

Attorney in Fact or Authorized Officer

Street or PO Box

City, State and Zip Code

Telephone Number

Email Address

(This email address will be used to notify Surety of Project Start Date)

ACKNOWLEDGEMENT

STATE OF _____)

) ss

COUNTY OF _____)

I, _____, a Notary Public of said County and State, do hereby certify that _____

_____, Attorney-in-Fact or authorized officer of _____,
Name of Surety

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument for and on behalf of _____, for the uses and purposes therein set forth.
Name of Surety

Given under my hand and notarial seal at my office at _____, _____, in said county,
City State

this ____ day of _____, 20____, A.D.

Notary Public

My commission expires _____

This Payment Bond is

APPROVED

Administrator, Division of Facilities Development

* If signatory is a corporation, Secretary of corporation shall attest, otherwise leave blank.



CONSTRUCTION CONTRACT

Date _____

Project No. _____

Contract No. _____

THIS AGREEMENT is between the State of Wisconsin by its Department of Administration, represented by its Division of Facilities Development, herein called "DFD", and _____, doing business as _____, of the City of _____ and State of _____ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and arrangements hereinafter mentioned, to be directed by DFD, the CONTRACTOR will commence and complete the construction described as follows:

hereinafter called the "Project", for the sum of _____ Dollars (\$ _____ .00) and all other work in connection therewith, under the terms as stated in the Contract Documents; and at the CONTRACTOR's own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Bid Form, Bidding and Contract Requirements, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the technical portion of the specifications therefor; as prepared by _____ herein called the A/E, and as enumerated in the Specification's Table of Contents, all of which are made a part hereof and collectively evidence and constitute the Contract Documents.

The CONTRACTOR hereby agrees to commence work under this Contract on or after a date to be specified in a written "Notice to Proceed" and to complete this work by _____.

DFD agrees to have the CONTRACTOR paid in current funds for the performance of the contract subject to additions and deductions, as provided in the General Conditions of the Contract, and to authorize payments on account thereof as provided in the Article entitled, "Payments to Contractor" of the General Conditions.

DFD has the delegated power and duty pursuant to Sec. 16.85(l), to act on all matters and for all purposes under this Contract; including additions and modifications therein incorporated.

IN WITNESS WHEREOF, DFD and the CONTRACTOR have executed this contract.

(Seal)

CONTRACTOR

Contractor Firm Name
Address
State, City Zip

By _____
Signature Date

Printed Name

Secretary of Corp.

Title

Witness

Employer Number (FEIN) or Social Security Number

This Contract is not valid or effectual for any purpose until executed by all parties, and no work is authorized until the CONTRACTOR has been given Notice to Proceed by DFD.

APPROVED (if Contract is over \$150,000)

Administrator, Division of Facilities Development Date

Governor of Wisconsin Date

Note: If Contractor is a corporation, Secretary should attest. In accordance with current Federal IRS Regulations, all service provider entities are required to submit either their Employer Number or Social Security Number in order to receive payment for services rendered. The State of Wisconsin requests Tax ID numbers for all entities providing either goods or services, to facilitate approved payments to vendors in accordance with certain State Statutes and/or Administrative Rules.



GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

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GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 1/2014)

1. CONTRACT ADMINISTRATION

- A. The intention of the Contract Documents is to include all labor, materials, and equipment necessary for the completion of the Work in accordance with the standard of quality established by the Contract Documents and within the allowable time period specified.
- B. The General Prime Contractor shall attend a Pre-Construction Meeting, which will be scheduled by DFD. DFD shall designate DFD'S "PROJECT REPRESENTATIVE" at the Project Pre-Construction Meeting. This person is delegated authority to act on behalf of DFD, unless the Contract Documents specifically identify another party responsible for DFD Work activities. It is the intent of DFD to provide, to the extent possible, a single point of contact and communication for the General Prime Contractor to facilitate efficient, timely, and cost cost-effective completion of the Work.
- C. The General Prime Contractor shall employ, and specifically assign to the Project, a construction superintendent or foreman, experienced in Work of the character required by the Contract Documents. This person shall be delegated authority to act on behalf of the General Prime Contractor, and shall be, to the extent possible, a single point of contact and communication for DFD and all Subcontractors to facilitate efficient, timely, and cost effective completion of the Work.
- D. DFD will periodically schedule progress meetings. At each such progress meeting, the parties will discuss the above-mentioned items, cooperate with others to assure successful completion of the Work, and help to quickly resolve problems which arise.

2. DEFINITIONS

THE FOLLOWING TERMS AS USED IN THE CONTRACT DOCUMENTS ARE DEFINED AS FOLLOWS:

- A. "ADDENDUM" means a written or graphic instruction which clarifies, amends, or interprets the Bidding Documents.
- B. "A/E" and "ARCHITECT/ENGINEER" means a person, partnership, corporation, or other business organization under Contract with DFD to prepare drawings and specifications, to advise DFD, to provide DFD with design services, and in certain cases, to perform inspection and review for the sole benefit of DFD during construction.
- C. "BIDDING AND CONTRACT REQUIREMENTS" means all items as described in Division 1 including "Bidding Requirements," "Contract Forms," "General Conditions," "Supplementary General Conditions," "General Requirements."
- D. "CONTRACT DOCUMENTS" means collectively, all documents listed in the Table of Contents of this Specification, the Drawings, Addenda, Change Orders, Notice to Proceed, and any changes in the Work approved by DFD and General Prime Contractor before the execution of the Contract.
- E. "CONTRACTOR" means any individual, firm, corporation, or other non-governmental organization which, in cooperation with other Contractors and persons, performs Work required by the Contract Documents. "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. The term "Contractor" does not include the State or the A/E.
- F. "DAMAGES FOR UNTIMELY PERFORMANCE" means a predetermined monetary amount to be paid to the State, based on anticipated real costs which the State will incur, due to the General Prime Contractor's failure to complete the Work within the allowable time identified in the Contract Documents.
- G. "DELAY" means an event that causes an increase in the duration of the Project, or that changes the sequence of the Work or individual Work activities, thereby preventing completion of the Project within the time period specified in the Contract Documents.
- H. "DFD" means Division of Facilities Development. (See "OWNER").

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 1/2014)

- I. "DFD'S PROJECT REPRESENTATIVE" means the person or persons' delegated authority to act on behalf of DFD. Such person or persons may be the employees of DFD, or Consultants hired to perform the activities and responsibilities of DFD. "DFD's Project Representative" will be designated in writing at the Pre-Construction Meeting. DFD reserves the right to change its designated Project Representative at any stage of the Work, upon prior written notice to the General Prime Contractor.
- J. "DRAWINGS" means the graphic and pictorial portions of the Contract Documents, showing the design, type of construction, location, dimension and character of the Work to be provided by the General Prime Contractor, generally including, but not limited to plans, elevations, sections, details, schedules, diagrams, notes and portions of Specification.
- K. "EQUALS" means material, equipment or methods proposed and warranted by the General Prime Contractor as being equivalent to essential attributes of the material, equipment or method specified in the Contract Documents, and approved by DFD.
- L. "EXTENDED AND UNABSORBED OVERHEAD COSTS" means extended and unabsorbed overhead costs and related damages calculated pursuant to the original and modified Eichleay formulas adopted and recognized by the Armed Services Board of Contract Appeals and the United States Court of Appeals for the Federal Circuit.
- M. "FIELD ORDER" means changes in the Work made by DFD through use of direction, instruction, interpretation, determination, or any other mode or manner.
- N. "GENERAL PRIME CONTRACTOR" means the individual, firm, corporation, or other non-governmental organization 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. The term "General Prime Contractor" does not include the State or the A/E.
- O. "MECHANICAL, ELECTRICAL, OR PLUMBING SUBCONTRACTOR" ("MEP SUBCONTRACTOR") is any individual, firm, corporation, or other non-governmental organization that performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection (fire suppression) work for the Project, and is identified by DFD as the successful MEP Subcontractor to enter into a contract with the General Prime Contractor to perform their division of work described in the contract documents.
- P. "NON-MEP SUBCONTRACTOR" means any subcontractor to a General Prime Contractor in divisions of work other than mechanical, electrical, plumbing, and fire protection. "Non-MEP Subcontractor" includes suppliers and installers to the General Prime Contractor.
- Q. "SUBCONTRACTOR" means all subcontractors on a project. "Subcontractor" includes MEP Subcontractors, subcontractors to the MEP Subcontractors, and Non-MEP Subcontractors.
- R. "NOTICE TO PROCEED" means a written notice provided by DFD to the General Prime Contractor authorizing the General Prime Contractor to proceed with the Work and establishing the date for completion of the Work.
- S. "OWNER" means the State of Wisconsin, Department of Administration, Division of Facilities Development, herein termed "DFD." DFD exercises the powers and duties prescribed by Wis. Stats. §§ 16.85 and 16.855.
- T. "PROJECT" means the total and complete construction of the Work required by the Contract Documents.
- U. "PROJECT SCHEDULE" means a graphic and written analysis of activity duration and sequencing, which is required for successful completion of the Project within the time period identified in the Contract Documents.
- V. "SHOP DRAWINGS" means drawings, diagrams, illustrations, schedules, performance charts, brochures, catalog data, and other data or samples specially prepared or provided by the General Prime Contractor, a Subcontractor including MEP Subcontractor Non-MEP Subcontractor, or Material Supplier to illustrate some portion of the Work. The terms "SHOP DRAWINGS" and "SUBMITTALS" may be used interchangeably in the Contract Documents.