**NAME OF PROJECT**

**NAME OF BUILDING OR FACILITY**

**NAME OF INSTITUTION**

**NAME OF OWNER AGENCY**

**CITY OR COUNTY, WISCONSIN**

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

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

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

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

**DATE**

FOR

The STATE OF WISCONSIN

Department of Administration

Division of Facilities Development

State of Wisconsin Administration Building - 7th Floor

101 East Wilson Street - P.O. Box 7866

Madison, WISCONSIN 53707

**SEAL**

By

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

**LIST CONSULTANTS, IF ANY**

TABLE OF CONTENTS (Rev 3/2024)

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

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

BIDDING AND CONTRACT REQUIREMENTS Pages Thru

TITLE PAGE 1

TABLE OF CONTENTS TC-#

Notice of Advertisement for Bids A-#

Instructions to Bidders and Bid Form PS-#

Sealed Bid Envelope Label 1

Bid Bond Form (DOA-4506) 1

Performance Bond 100% Form (DOA-4188) 2

Payment Bond 100% Form (DOA-4187) 2

Contract Form (DOA-4504) 2

Conditions of the Contract for Simplified Projects (DOA-4532) #

[Request](#SUPPLEMENTARYGENCONDITIONS) for Submittal Approval (DOA-4523) 1

Submittal Log SL-#

Request for Subcontractors Approval (DOA-4225) 1

Form A - Affidavit of Compliance – MBE/DVB Provisions (DOA-4266) 2

General Requirements for Simplified Projects GRsp-#

Agency Specific Requirements (Corrections, Health Services, etc.) AGRsp-#

#### TECHNICAL SPECIFICATIONS:

**DIVISION 01**

Section Title

01 74 19 Construction Waste Management #

**DIVISION 02 – EXISTING CONDITIONS**

Section Title

02 05 00 Common Work Results for Existing Conditions #

**DRAWINGS – Bound Herein**

Title Page Nos.

**DRAWINGS – Bound Separately**

Title Sheets Thru

Architectural A-

Structural S-

Fire Suppression F-

Plumbing P-

Heating, Ventilating and Air Conditioning M-

Electrical E-

**NOTE: All notes and information that is screen viewable in bold red text are directions for the Architect/Engineer's use in document preparation only and should not be reprinted in the specifications. Do not use red text for any purpose.**

**NOTICE OF ADVERTISEMENT FOR BIDS (Rev 3/2024)**

DIVISION OF FACILITIES DEVELOPMENT

**NAME OF PROJECT**

**NAME OF BUILDING OR FACILITY**

**NAME OF INSTITUTION**

**NAME OF OWNER AGENCY**

**CITY OR COUNTY, WISCONSIN**

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

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

**BID SUBMISSION DUE by 1:00PM, BID OPENING at 2:00 PM: Insert bid opening date.**

The Division of Facilities Development, hereinafter termed DFD, hereby announces that it is advertising for bids from certified contractors for the above project.

**All potential bidders must become certified by DOA prior to submitting bids on state construction projects with budgets over $100,000**. All bids received from contractors who are not certified will be rejected. **These changes take effect January 1, 2014.** Contractor certification applications and instructions for completing the form may be obtained from the DOA Website. DFD Contractor Certification page: <https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx> or upon request from DFD--email dfdcertification@wisconsin.gov.

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

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

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

Bid opening will be conducted via Microsoft Teams. Bidders may call the Microsoft Teams teleconference number: (608) 571-2209, conference ID: 484 588 360#, on the day of the bid to hear the bid results announced on the day bids are due. The conference line will be open at 1:45 P.M. CDT and all bids will be opened after 2:00 P.M. CDT. Bidders may also join the Microsoft Teams meeting via Microsoft Teams: [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_NmIxOWU2MzEtODJkNi00ZDFiLThiOTYtYTZiMjM0MzNjZDU5%40thread.v2/0?context=%7b%22Tid%22%3a%22f4e2d11c-fae4-453b-b6c0-2964663779aa%22%2c%22Oid%22%3a%2216987bcd-db9d-4075-aa58-5b60d229f4e3%22%7d" \t "_blank)

In general, the work consists of: Give a brief description of the type of construction project location(s), number of floors and square feet to give the bidder an idea whether the project is within the bidder's construction ability and capacity. Avoid the use of abbreviations and acronyms. (DO NOT BOLD FONT)

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

**CLASS 1 NOTICE:**

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

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

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

Contract offer and construction phase records will be processed electronically via eBuilder.

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

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

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

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

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

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

AE FIRM

Contact

Email

Telephone

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

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

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

Instructions to BIDDERS (Rev 3/2024)

**NAME OF PROJECT**

**NAME OF BUILDING OR FACILITY**

**NAME OF INSTITUTION**

**NAME OF OWNER AGENCY**

**CITY OR COUNTY, WISCONSIN**

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

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

The State of Wisconsin Department of Administration – Division of Facilities Development is advertising for bids for the project described herein. No deposit is required to obtain bid information documents**. This project has less than a 30-day bid advertisement period.**

**If bid period is less than 30 days, include the previous sentence. If bid period is 30 days or more, delete previous sentence**

Project Location:

**Agency/Institution**

 **Building**

 **Street Address**

 **City, State Zip**

 **Driving or other instructions**

**SUBMISSION OF BIDS IN EBUILDER BIDDING PORTAL**

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

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

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

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

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

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

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

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

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

**Addendum:**

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

**DFD Project Manager Contact:**

Project Manager

DOA/DFD 101 E. Wilson St, 7th Floor, Madison WI 53703

Phone: Phone

######  E-Mail: e-mail address

**General Project Description:**

This project involves the Description including scope and different trades involved in work

**General Site Information:**

Location of site of work within agency/institution and building. Include specific directions regarding site access and required security measures. Also include references to plans which might detail any of this information.

**Site Inspection:**

A site visit by each bidder is highly recommended prior to submitting the bid for this work. To arrange for such site visit, please contact **Site contact name, title, phone no.**

Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the successful contractor from necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with the Contract Documents.

**Interpretation:**

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

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

**Submission of Bids:**

**NOTICE: All potential bidders must become certified by DOA prior to submitting bids on state construction projects with budgets over $100,000.** All bids received from contractors who are not certified will be rejected. These changes take effect January 1, 2014. Contractor certification applications and instructions for completing the form may be obtained from the DOA Website DFD Contractor Certification page:

<https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx> or upon request from DFD--email dfdcertification@wisconsin.gov.

The Simplified Bid Form has a space provided for All Work required to fully complete the project in accordance with the Contract Documents. If Unit prices are required spaces are also provided for the bids. Appropriate insertions are numerals indicating the cost of the work; $0 if there is no cost for the work. Blank space or spaces will be considered the same as “No Bid”. Entering words, alpha characters or any other mark other than numeric characters on the bid lines may result in rejection. If Unit Prices are requested and no numerical entry is made it may result in rejection of the entire Bid. The company name is to be identical on bonding form(s) and bid form; otherwise entire bid may be rejected. No bids for any subdivision or any sub-classification of this work, except as indicated, will be accepted. Any conditional bid, amendment to the Bid Form or appendant thereto, or the inclusion of any correspondence, written or printed matter, unsolicited material or data, or details of any nature other than that specifically called for, will disqualify the bid. Telecommunication alterations to the bid will not be accepted. **SPECIFICATIONS SHALL NOT ACCOMPANY BID.**

Unit Prices:

Unit prices requested on the Simplified Bid Form shall be given and if included in the contract, will be used for additions to or deductions from amount of work required under the contract. Unit prices shall include all costs of materials, labor, insurance, taxes, overhead, profit and incidentals. DFD reserves the right to reject any or all unit prices as given in the bid, the work governed by such unit price, if required, shall follow Conditions of the Contract for Simplified Projects, Article 6.

Award of Contract:

If the lowest dollar-amount bid submitted by a qualified and responsible bidder does not exceed the authorized project funds, a contract will be awarded accordingly. The lowest dollar amount is a single bid for all work comprising the project. DFD reserves the right to reject any or all bids or accept any bid.

DFD reserves the right to reject the bid if evidence submitted by, or investigation of, the bidding firm fails to satisfy DFD that the firm is deemed responsible and qualified to carry out the obligations of the contract and fully complete all the work described in these bidding documents.

**Bid Guarantee:**

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

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

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

**Withdrawal of Bids:**

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

No bid may be withdrawn for a period of thirty (30) days after the date set for the opening thereof.

If a bid contains an error, omission or mistake, the Bidder may limit liability to the amount of the Bidder's guarantee by giving written Notice of Intent not to execute the Contract to DFD within seventy-two (72) hours of notification as the low bidder. If no such notice is given, DFD reserves the right to obtain the amount of the difference in bid price between the low bidder and the next low bidder.

**Security for Separate 100% Performance and Separate 100% Payment**

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

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

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

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

**Contract Payment:**

The State of Wisconsin shall issue a single contract for this work. The Contractor shall furnish, on forms supplied by DFD, a detailed estimate giving a cost breakdown of the proposed values for work performed which, if approved by DFD, will become the basis for construction progress and monthly payments. The cost breakdown items shall reflect actual work progress stages as closely as possible.

Payments to the Contractor under the Contract Documents will be made as provided for as the work progresses. Payment requests from the Contractor will be processed monthly, except for special circumstances approved by DFD. The Contractor seeking payment must perform all the conditions required for payment and must have met the obligations which are necessary to qualify for any partial payments. The Contractor shall provide a final settlement certificate stating that all claims have been settled and payments made for all labor and materials.

Prevailing Wages

**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.**

Contract Commencement and Completion:

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

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

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

**Plans, Permits and Approvals:**

Plans, specifications and calculations may/will require submittal to the Wisconsin Department of Safety and Professional Services for Plan Review and Approval prior to commencing work. The A/E and DFD will be responsible for all submittals to the Department of Safety and Professional Services to obtain approved documents and any associated fees. The successful bidder is responsible for any other required submittals, including fees, to any other regulatory agency requiring permits or approvals as may be required for this project.

**Contract Conditions:**

Conditions of the Contract for Simplified Projects (copy enclosed) apply to this project.

##### Minority Business Enterprise (MBE) and Disabled Veteran-Owned Business (DVB):

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

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

In awarding construction contracts, the Department of Administration shall attempt to ensure that 5 percent of the total amount expended in each fiscal year is awarded to contractors which are minority businesses, as defined under Wis. Stat. s. 16.75(3m)(a).

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

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

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

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

For assistance in identifying DOA certified MBE and DVB companies:

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

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

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

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

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

**EBUILDER PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)**:

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

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

**SIMPLIFIED BID FORM (Rev 3/2024)**

DIVISION OF FACILITIES DEVELOPMENT

**NAME OF PROJECT**

**NAME OF BUILDING OR FACILITY**

**NAME OF INSTITUTION**

**NAME OF OWNER AGENCY**

**CITY OR COUNTY, WISCONSIN**

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

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

**BID SUBMISSION DUE by 1:00PM, BID OPENING at 2:00 PM: Insert bid opening date.**

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

 (a joint venture)

 (Limited Liability Company (LLC)

 (a corporation)

 (a partnership)

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

 (Cross out inapplicable)

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

 Street City County State Zip

hereby agree to execute the contract, if offered, and provide all labor and material required for construction of the above project for the following dollar amount, and in strict accordance with the attached contract documents.

**ALL WORK**

Bid dollar amount to accomplish ALL WORK required to fully complete the project in accordance with the Contract Documents,

for the sum of ($ )

UNIT PRICES (listed below are for additions to or deductions from amount of work required under the contract. See Instructions to Bidders ‘Unit Prices’ for detailed instructions.) (Applicable to All Work)

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

 **(Lump Sum Base Bid)**

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

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

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

**Addenda**

The following addenda have been received and are included in this bid:

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

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

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

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

eBuilder Contact for Contract Offer:

(For use by DFD to offer the contract within eBuilder)

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

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

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

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Firm Name)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

 (Signature of Bidder)

[ ] Place an "X" in the box if Bidder is certified as a minority business enterprise or disabled veteran-owned business by the Wisconsin Supplier Diversity Program and wishes to be considered for the 5% bidder preference.

From:

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

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

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

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

**SEALED BID**

|  |  |  |  |
| --- | --- | --- | --- |
| Project Name | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | To: | **Department of Administration****Division of Facilities Development****101 E. Wilson Street, 7th Floor****Madison, WI 53703** |
| Project No. | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
| Location | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
| Bid Category | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
| Bid Date | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
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DIVISION 01 - GENERAL REQUIREMENTS FOR SIMPLIFIED PROJECTS **(Rev 3/2024)**

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

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

**INDEX**

**1. GENERAL**

**2. SPECIAL SITE CONDITIONS**

**3. HAZARDOUS SUBSTANCES - ASBESTOS, LEAD AND PCB'S**

**4. PROJECT MEETINGS**

**5. SLEEVES AND OPENINGS**

**6. CUTTING AND PATCHING**

**7. MANUFACTURER'S DIRECTIONS**

**8. LAYOUT**

**9. STAIRS AND SCAFFOLDS**

**10. HOISTS, ELEVATORS OR CRANES**

**11. FENCE**

**12. ROADWAY**

**13. TOILETS**

**14. FIRE PROTECTION**

**15. WATCHPERSONS**

**16. STORAGE OF MATERIALS**

**17. PROTECTION OF FINISHED CONSTRUCTION**

**18. CLEANING AND WASTE DISPOSAL**

**19. OPERATING AND MAINTENANCE MANUALS AND INSTRUCTIONS**

**20. TESTS AND ADJUSTMENTS**

**21. STORMWATER MANAGEMENT AND EROSION CONTROL**

**22. Air Quality Management**

**23. Construction Waste Management**

**24. RECORD DRAWINGS**

**25. BUILD AMERICA, BUY AMERICA (BABA) ACT (Delete this article if BABA is not applicable)**

**1. GENERAL**

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

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

**2. SPECIAL SITE CONDITIONS**

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

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

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

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

Underground structures and foundations are designed based on either geotechnical recommendations as indicated per the geotechnical report or per assumptions as indicated the bid documents. Changes or revisions in the work due to unforeseen or unsatisfactory soil conditions will be classed as change order.

**NOTE TO ARCHITECT/ENGINEER: ADD THE following special site condition article 2 LANGUAGE on projects which require special security**

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

Work shall be conducted during normal working hours from 7:30 A.M. to 5:00 P.M. daily, Monday through Friday, in coordination with the User Agency and DFD’s Project Representative.

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

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

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

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

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

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

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

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

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

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

**NOTE TO ARCHITECT/ENGINEER: HAZARDOUS SUBSTANCES-ASBESTOS, LEAD AND PCB’S SECTION IS NOT TO BE REVISED WITHOUT SPECIFIC APPROVAL FROM DFD**

**3. HAZARDOUS SUBSTANCES-ASBESTOS, LEAD AND PCB’s**

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

Asbestos

Removal of building materials identified as asbestos-containing materials (ACM) that will be disturbed by renovation work, including ACM thermal system insulation, ACM spray applied and trowel applied surfaces, cement-asbestos products, ACM flooring and associated ACM flooring mastics and friable miscellaneous ACM will be by DFD under separate contract.

WORK BY STATE UNDER SEPARATE CONTRACT:

**NOTE TO ARCHITECT/ENGINEER: LIST ASBESTOS CONTAINING MATERIALS TO BE REMOVED BY STATE UNDER SEPARATE CONTRACT; OR “NONE ANTICIPATED”.**

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

Lead Based Paint

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

PCB'S

Contractor's attention is directed to Wisconsin Administrative Code, Chapter NR 157 relative to PCB's.

**4. PROJECT MEETINGS**

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

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

**5. SLEEVES AND OPENINGS**

Contractor shall furnish all sleeves required for their penetrations whether or not they responsible for providing the respective openings. Openings that are required and are not shown on the structural and/or architectural drawings shall be the responsibility of the contractor requiring the openings. The contractor shall install sleeves for these openings or cut openings as needed (including floor openings within chases).

**6. CUTTING AND PATCHING**

Cutting and patching required to access work in existing walls, in chases, above inaccessible ceilings, below floors, etc., shall be by the Contractor who requires the access, unless shown on the bid documents otherwise or noted otherwise. Where cutting and patching is required, the Contractor shall hire individuals skilled in such work to do cutting and patching. Holes cut in exterior walls and/or roofs shall be waterproofed. Do not pierce beams columns or other building elements without permission of DFD and then only as directed in writing.

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

**7. MANUFACTURER'S DIRECTIONS**

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

**8. LAYOUT**

The Contractor shall lay out its work and be responsible for all lines, elevations and measurements of the building and other work executed under its Contract. The Contractor must exercise proper precaution to verify dimensions on the drawings before laying out work and will be held responsible for any error resulting from failure to exercise such precaution.

**9. STAIRS AND SCAFFOLDS**

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

**10. HOISTS, ELEVATORS OR CRANES**

The contractor shall provide and pay for its own hoist/crane or other apparatus necessary for unloading/setting or moving their equipment and materials. Existing elevators may be used on a limited basis with DFD’s permission and agreement. Appropriate protection must be provided by the using contractor and that contractor shall be responsible for any structural, mechanical or finish damage to the elevator and its parts and to adjoining building finishes and components.

**11. FENCE** **NOTE TO ARCHITECT/ENGINEER:- edit to NONE as appropriate).**

The Contractor shall provide a protective fence where indicated on the drawings. All protective fencing shall be maintained in an upright, orderly fashion throughout the construction schedule. In areas where existing trees are to be protected, the area inside the protective fencing shall not be used for any purpose related to construction activities, such as material storage, vehicle parking, portable toilets, or other disruptive activities that would result in damage of any kind to the site inside the fence.

**12. ROADWAY**

The Contractor may use existing roadway(s) for delivery of materials. Contractor shall repair/restore roadway from any damage caused by material or equipment deliveries.

**13. TOILETS**

Contractor should arrange with state agency to use nearby existing toilet facilities. Toilets used by workmen shall be kept clean and sanitary at all times. Where existing toilet facilities are unavailable, the Contractor shall provide and maintain sanitary temporary toilets, located where directed by the Owner, in sufficient number required for the force employed. Toilets shall be self-contained chemical type. **NOTE TO ARCHITECT/ENGINEER: edit to NONE as appropriate** Available toilets should be identified up front or if temporary toilets are required, this should also be identified to allow appropriate contractor bidding.

**14. FIRE PROTECTION**

The Contractor shall provide adequate fire extinguishers and maintain them in working order during the entire construction period. Extinguishers shall be nonfreeze type such as A-B-C rated dry chemical, of not less than 10-pound capacity each.

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

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

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

**15. WATCHPERSONS**

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

**16. STORAGE OF MATERIALS**

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

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

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

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

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

**17. PROTECTION OF FINISHED CONSTRUCTION**

**NOTE TO ARCHITECT/ENGINEER: Paragraphs shown in red may be edited out as appropriate to specific project conditions.** Contractor shall assume the responsibility for the protection of all finished construction under the Contract and shall repair and restore any and all damage of finished work to its original state.

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

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

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

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

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

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

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

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

**18. CLEANING AND WASTE DISPOSAL**

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

Remove rubbish, debris and scrap on a daily basis. Combustible waste shall be removed immediately or stored in fire resistive containers until disposed of in an approved manner. Spillages of oil, grease or other liquids which could cause a slippery or otherwise hazardous situation or stain a finished surface shall be cleaned up immediately.

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

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

Waste materials removed from the site shall be managed by the contractor and disposed of in accordance with all applicable laws, regulations, codes, rules, and standards. Materials that meet the definition as a hazardous waste (Wis. Admin. Code NR 600) shall be disposed through the State's hazardous waste service contract (Posted on Vendornet <https://vendornet.wi.gov/Contracts.aspx>; search for “hazardous waste service”), unless otherwise directed in writing by DFD.

Dirt, soil, fingerprints, stains and the like, shall be completely removed from all exposed finished surfaces. Dust, dirt and other foreign matter shall be removed completely from all internal surfaces of all mechanical and electrical units, cabinets, ducts, pipes, etc.

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

**19. OPERATING AND MAINTENANCE MANUALS AND INSTRUCTIONS**

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

The O&M manuals shall include the following:

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

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

**20. TESTS AND ADJUSTMENTS** **NOTE TO ARCHITECT/ENGINEER: edit to NONE as appropriate).**

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

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

**21. STORMWATER MANAGEMENT AND EROSION CONTROL**

The Contractor shall maintain all project grounds, public streets and associated areas to control and prevent soil erosion and to control and prevent siltation into lakes, rivers and streams. Control the tracking of soil onto street and paved surfaces to a minimum and remove on a daily basis. Erosion control and storm water management practices shall be installed and maintained in accordance with the WDNR approved Technical Standards (or equivalent). The Wisconsin Department of Natural Resources Technical Standards for Construction Site Erosion & Sediment Control (Technical Standards) is available at the Department of Natural Resources’ web site.The contractor shall maintain and modify the erosion control measures until completion.

**22. Air Quality Management**

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

**23. Construction Waste Management**

In accordance with what the Department of Administration believes to be good management practice, all contractors shall reduce, reuse, salvage, and/or recycle construction waste to the extent that is feasible.

**24. RECORD DRAWINGS**

DFD will provide the Contractor with a suitable set of Contract Documents on which daily records of changes and deviations from contract shall be recorded. All buried or concealed piping, conduit, or similar items shall be located by dimensions and elevations on the record drawings.

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

At completion of the project, the Contractor shall submit the marked-up record drawings to the A/E prior to final payment.

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

-Contractor coordinated BIM models

-Fabrication, erection and installation drawings for

-Ductwork and piping

-Steel

-Concrete

-Special process systems

-Lighting controls

-Audio Visual

-Telecommunications

-DSPS approved submittals for

 -Fire Protection

 -Fire Alarm

 -Structural

 -Elevator

**25. BUILD AMERICA, BUY AMERICA (BABA) ACT**

The Act requires the following Buy America preference:

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

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

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

Definitions and Requirements:

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

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

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

1. The listed items are:

(i) Non-ferrous metals;

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

(iii) Glass (including optic glass);

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

(v) Optical fiber;

(vi) Lumber;

(vii) Engineered wood; and

(viii) Drywall.

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

*Manufactured Products* –

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

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

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

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

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

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

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

**(Delete all language from article 25 if BABA is not applicable)**

--End of Section--