

**ROADWAY AND PARKING LOT PAVING
BUCKHORN STATE PARK
DEPARTMENT OF NATURAL RESOURCES
TOWN OF GERMANTOWN, WISCONSIN**

**GPC (General Prime Contractor)
BID DOCUMENT**

VOLUME 1

Division Project No. **24G1G**

NOVEMBER 14, 2025

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



SITE ENGINEER
KAPUR & ASSOCIATES, INC.
4654 S. BILTMORE LANE
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By

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GPC INVITATION TO BID (Rev 3/2024)
DIVISION OF FACILITIES DEVELOPMENT

ROADWAY AND PARKING LOT PAVING
BUCKHORN STATE PARK
DEPARTMENT OF NATURAL RESOURCES
TOWN OF GERMANTOWN, WISCONSIN

Division Project No. 24G1G

**BID SUBMISSION DUE by 1:00PM, BID OPENING for MEP BIDDERS: 2:00 P.M.,
JANUARY 6, 2026.**

**BID SUBMISSION DUE by 1:00 PM, BID OPENING for GPC BIDDERS: 2:00 P.M.,
JANUARY 21, 2026.**

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

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

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

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](#)

1
2 In general, the work consists of: site clearing and grubbing, grading, ditching, pulverizing asphalt
3 pavement, removing asphalt pavement, excavation, removing and replacing culvert pipes, removal and
4 installation of concrete vault toilets and associated electrical connections, placing base course material as
5 necessary for excavation below subgrade, placing base aggregate, concrete pavement, asphalt pavement,
6 pavement marking, permanent signing, site restoration, and other miscellaneous items of work.

7
8 Bidding documents (drawings, specifications, and addenda) may be obtained only as electronic files (in
9 PDF format); as a downloadable file from the Division's Projects Bidding website (see website address
10 below). Bidding documents may also be seen at various Builders' Exchanges. Additional project bidding
11 information, including plan holders lists are available on the Division of Facilities Development public
12 website: <https://doa.wi.gov/Pages/AboutDOA/FacilitiesDevelopment.aspx>. Bid submissions will occur in a
13 unique bid portal link available in each bid advertisement. After opening the bid portal link, confirm your
14 company and contact details, then click save.. No deposit is required to obtain documents for bidding
15 purposes.

16
17 **Base Bid will be received for: A single lump sum bid for All Work.**

18
19 Bid Guarantee in the amount of 10% of the Bid must accompany each bid submitted.

20
21 Contract offer and construction phase records will be processed electronically via eBuilder.

22
23 **The 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) repealed Wisconsin's prevailing**
24 **wage laws. Effective September 23, 2017, state prevailing wage requirements on state building**
25 **projects no longer apply. These changes take effect for projects advertised for bid after September**
26 **23, 2017. This change does not affect the Federal Davis Bacon Act requirements.**

27
28 A non-mandatory pre-bid conference will be held on Tuesday, December 16, 2025, promptly at 9:00 AM.
29 The pre-bid conference will be held virtually via live webinar at the scheduled date and time. Below is the
30 link for the meeting to attend via Microsoft Teams as well as a phone number for audio participation if unable
31 to connect with Microsoft Teams.

32
33 **[Buckhorn State Park Prebid Meeting Link](#)** (click on link to join)

34 Meeting ID: 236 581 472 832 8

35 Passcode: mP3DU7xH

36
37 or

38
39 Dial in by phone

40 1 414-662-4839

41 Phone conference ID: 563 956 427#

42
43 Bidders should contact A/E provided below in advance of the prebid meeting if there are any questions
44 regarding the meeting.

45
46 Kapur & Associates, Inc.

47 Matt Wiswell, P.E.

48 mwiswell@kapurinc.com

49 608-673-4407

50
51 **The application of the 5% permissive bidding preference pursuant to Wis. Stat. § 16.855(10m)(am)3.**
52 **for certified minority businesses is currently paused.**

53
54 Bidding Documents will be available online immediately upon the project being advertised for bid.

55 ***

GPC INSTRUCTIONS TO BIDDERS (Rev 3/2024)

Division Project No. **24G1G**

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23. Work by the State

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

2. GENERAL

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

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

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

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

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

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

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

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

3. DRAWINGS AND SPECIFICATIONS

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

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

4. INTERPRETATION

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

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

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

5. MANDATORY PRE-BID DOA CERTIFICATION

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

6. BID GUARANTEE

A bid bond prepared on the Bid Bond Form bound herein, payable to the State in the amount not less than 10% of the maximum bid shall accompany each bid as a guarantee. A bank certified check or a cashier's check may accompany each bid as a guarantee pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s). Failure to enter into the contract 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 General Prime Contractor and the state.

7. WITHDRAWAL OF BIDS

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

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

1 If a bid contains an error, omission, or mistake, the bidder may limit liability to the amount of their bid
2 guarantee by giving DFD written Notice, within seventy-two (72) hours of the bid opening, of their intent
3 not to execute the contract with the state. If no such notice is given, DFD reserves the right to obtain the
4 amount of the difference in bid price between the low bidder and the next low bidder.
5

6 **8. CONTRACT FORM**

7 These specifications include a copy of the contract the successful Bidder is required to enter into with the
8 state. Bidders shall read and understand the conditions contained in this contract. The successful Bidder will
9 be offered a contract through eBuilder to the contact provided by the bidder on the Bid Form.
10

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

12 In accordance with section 19.45(6) of the Wisconsin Statutes, no state public official, member of a state
13 public official's immediate family, nor any organization with which the state public official or a member of
14 the official's immediate family owns or controls at least 10% of the outstanding equity, voting rights, or
15 outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than
16 \$3,000 within a twelve (12) month period, in whole or in part derived from state funds unless the state public
17 official has first made written disclosure of the nature and extent of such relationship or interest to the board
18 and to the department acting for the state in regard to such contract or lease. Any contract or lease entered
19 into in violation of this subsection may be voided by the state in an action commenced within three (3) years
20 of the date on which the ethics board, or the department or officer acting for the state in regard to the allocation
21 of state funds from which such payment is derived, knew or should have known that a violation of this
22 subsection had occurred. This subsection does not affect the application of s.946.13.
23

24 **10. MINORITY BUSINESS ENTERPRISE AND DISABLED VETERAN-OWNED BUSINESS** 25 **INVOLVEMENT**

26
27 “Minority Business Enterprise” (MBE) means: a business certified by the Wisconsin Supplier Diversity
28 Program under Wis. Stat. s. 16.287(2).
29

30 “Disabled Veteran–Owned Business” (DVB) means: a business certified by the Wisconsin Supplier Diversity
31 Program under Wis. Stat. s. 16.283(3).
32

33 In awarding construction contracts, the Department of Administration shall attempt to ensure that 5 percent
34 of the total amount expended in each fiscal year is awarded to contractors which are minority businesses, as
35 defined under Wis. Stat. s. 16.75(3m)(a).
36

37 In awarding construction contracts, the Department of Administration shall attempt to ensure that at least 1
38 percent of the total amount expended each fiscal year is awarded to contractors that are disabled veteran-
39 owned businesses.
40

41 In order to assist the department in these endeavors we strongly encourage General Prime Contractors to use
42 MBEs and DVBs.
43

44 General Prime Contractor Bidders shall submit a “Form A Affidavit of Compliance – Minority Business
45 Enterprise and Disabled Veteran-Owned Business Provision” with their bid or within seven days of the
46 general prime contractor bid opening. This form should indicate the percentage of MBE/DVB participation
47 commitment. Submission of a completed Affidavit of Compliance is an element of responsiveness. Failure
48 to submit this completed form within the above time limits may be considered unresponsiveness and may
49 result in contract award to the next apparent low bidder. All MEP Subcontractor Bidders shall also make
50 every effort to encourage MBE and DVB involvement.
51

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

purposes under this paragraph unless certified by the Wisconsin Supplier Diversity Program office. An 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.)

2. 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.)

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

11. SUBSTANCE ABUSE PREVENTION

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

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

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

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

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

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

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

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

1
2 **12. METHOD OF AWARD - RESERVATION**

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

5
6 The general prime contract will be awarded based on the following, as long as the cost does not exceed the
7 amount of project funds available:

8
9 The lowest dollar amount is submitted by a qualified, responsible, certified bidder on a SINGLE
10 BASE BID for all work comprising the project.

11
12 Should a qualified, responsible, certified minority business enterprise or disabled veteran-owned business
13 submit a bid that is no more than 5% higher than the apparent low bid, the Contract may be awarded to the
14 minority business enterprise or disabled veteran-owned business.

15
16 Firms wishing to be considered for the 5% bidding preference must be certified as a minority business
17 enterprise or disabled veteran-owned business by the Wisconsin Supplier Diversity Program and so indicate
18 in the space provided on the Bid Form that preference is requested.

19
20 DFD reserves the right to reject any and all bids, or to waive any informality in any bid, or to accept any bid
21 which will serve the best interests of the State.

22
23 Unit Prices and Informational Bids will not be considered in establishing low bidder.

24
25 **13. SECURITY FOR SEPARATE 100% PERFORMANCE AND SEPARATE 100% PAYMENT**

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

30
31 A certified copy of power of attorney shall be provided by the Surety Company showing that the agent who
32 signs the Bond has the power of attorney to sign for the Surety Company. This power of attorney must be
33 signed by the Secretary or Assistant Secretary of the company and not by an attorney-in-fact. The power of
34 attorney must bear the same or later date as the bond.

35
36 If the Bidder is a partnership or a joint venture, a certified list providing the names of individuals constituting
37 the partnership or joint venture must be furnished. The Contract itself may be signed by one partner of the
38 partnership, or one partner of each firm comprising the joint venture, but the separate Performance and
39 Payment Bonds must be signed by all of the partners.

40
41 If the Bidder is a corporation, a current certified copy of the resolution or other official act of the directors of
42 the corporation must be submitted showing that the person who signs the contract is authorized to sign
43 contracts for the corporation. The corporate seal must be affixed to the resolution, contract, and separate
44 performance and payment bonds. If the Bidder's corporation has no seal, the above documents must include
45 a statement or notation to the effect that the corporation has no seal.

46
47 **14. TAXES**

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

49
50 In accordance with section 71.80(16)(a), Wis. Stats., SURETY BOND; NONRESIDENT CONTRACTOR.
51 "All nonresident persons, whether incorporated or not, engaging in construction contracting in this state as
52 contractor or subcontractor and not otherwise regularly engaged in business in this state, shall file a surety
53 bond with the department (Wisconsin Department of Revenue MS 5-77 Attn: Non-Resident Surety Bonds,
54 2135 Rimrock Rd., Madison, WI 53713, telephone (608)266-2776) payable to the department of revenue,
55 to guarantee the payment of income taxes, required unemployment compensation contributions, sales and

1 use taxes and income taxes withheld from wages of employees, together with any penalties and interest
2 thereon. The amount of the bond shall be 3% of the contract or subcontract price on all contracts of
3 \$100,000 or more..."

4 5 **15. SUBMISSION OF BIDS**

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

10
11 No bids for any subdivision or any subclassification of this work, except as indicated, will be accepted. Any
12 conditional bid, amendment to the Bid Form or appendant thereto, the inclusion of any correspondence,
13 written or printed matter, unsolicited material or data, or details of any nature other than the information
14 specifically called for, will disqualify the Bid. Telecommunication alterations to the bid will not be accepted.

15
16 Space is provided on the Bid Form for General Prime Contractor's single bid. Appropriate insertions are as
17 follows: numerals indicating the cost of the work, \$0 if there is no cost for the work, or the words 'No Bid'
18 if the bidder is not intending to bid the work. Blank space(s) will be considered the same as 'No Bid'.
19

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

21
22 Spaces are also provided on the Bid Form for General Prime Contractor's to list the successful MEP
23 Subcontractors bids included in the General Prime Contractor's single base bid.

24
25 **General prime contractor bids that do not include the successful MEP bids identified by DFD will be**
26 **rejected.**

27
28 Any addendum issued during the time of bidding shall become a part of the Contract Documents. Bidders
29 shall acknowledge receipt of such addendum in the appropriate space provided on the Bid Form. A bid will
30 be rejected if receipt of an addendum applicable to the award of contract has not been acknowledged on the
31 Bid Form. Note that while acknowledging addenda in the bid portal is essential, it is not the only
32 acknowledgement required. Ensure that all addenda are acknowledged on the provided lines of the DFD Bid
33 Form to avoid potential rejection.

34 35 **15A. SUBMISSION OF BIDS IN THE EBUILDER BIDDING PORTAL**

36
37 **Note:** The eBuilder Bidding Portal uses a separate log in from the standard eBuilder accounts used for project
38 access. To submit bids, bidders must create a Bidding Portal account. If this is your first time bidding,
39 navigate to the unique bidding link and choose "Create Account" under "Are you a first time bidder?"
40

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

44
45 For bids being hand delivered, mailed, or sent via a third party deliver service, bidders are encouraged to
46 submit their bids using the **SEALED BID** envelope label that is provided within the specifications. DFD is
47 not responsible for bids not clearly labeled as required. Bids shall be signed, sealed, and delivered to the
48 place indicated in the Invitation to Bid before the time designated in the Invitation to Bid. All bids shall be
49 identified with the Project Name, Project Number, Project Location, Category of Work being bid on, Bid
50 Date, and the Name and Address of Bidder. **Delivery to a post office box does not constitute receipt of a**
51 **bid.**

52
53 The eBuilder Bidding Portal will still require that bidders upload PDFs of bid forms, bonds, and powers of
54 attorney containing e-signatures, e-corporate seals, and e-notaries affixed to each document in accordance
55 with the Surety's obligations. We will require telephone numbers for all signatories as well as the bond

principal and issuing surety for oral verification. Bids must be accompanied by a bid guarantee, which may take the form of a properly executed DFD form of bid bond. If a bidder elects to use a bid bond as their bid guarantee, such bid bond must be accompanied by a power of attorney, which DFD will only accept as genuine if it is properly notarized. Wisconsin law permits the use of (electronic) remote online notarization if it is performed using **technology providers that have been approved by the Department of Financial Institutions (DFI)**. If a bidder elects to use remote online notarization it is the responsibility of the bidder and its surety to ensure that the technology provider has been approved by DFI. DFD reserves the right to reject bids submitted electronically if a bidder uses a remote online notarization technology provider that has not been approved by DFI. A list of DFI approved technology providers can be found here: <https://www.wdfi.org/apps/NotaryTechProvider/TechProvider>

Bid forms containing electronic signatures must be obtained using approved software in order to be accepted. **DocuSign software and Adobe Digital Signature software are approved for e-signatures for submission of bids.** Use of any other e-signature software will require additional verification and approval at least three (3) business days prior to submission of bids. Please contact doadfdbids@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.

16. BASE BID

Base Bids shall be received as follows:

SINGLE BASE BID FOR ALL THE WORK.

Base Bid No. 1. All Work, as per specification Divisions 2 thru 34, applicable provisions of Division 01 and related drawings.

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

17. INFORMATIONAL BIDS

None

18. UNIT PRICES

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

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

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

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

19. STATED ALLOWANCES

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

None

20. SUBCONTRACTORS

GENERAL PRIME CONTRACTOR SUBCONTRACT WITH MEP SUBCONTRACTORS:

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

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

As the work progresses under any MEP subcontract for construction of a project, the General Prime Contractor shall, upon request of a subcontractor, pay to the subcontractor an amount equal to the proportionate value of the subcontractor's work properly completed, less retainage. The retainage shall be an amount equal to not more than 5 percent of the subcontractor's work completed until 50 percent of the subcontractor's work has been completed. At 50 percent completion, no additional amounts may be retained, and partial payments shall be made in full to the subcontractor unless the department certifies that the subcontractor's work is not proceeding satisfactorily. At 50 percent completion or any time thereafter when the progress of the subcontractor's work is not satisfactory, additional amounts may be retained but the total

1 retainage may not be more than 10 percent of the value of the work completed. Upon substantial completion
2 of the subcontractor's work, any amount retained shall be paid to the subcontractor, less the value of any
3 required corrective work or uncompleted work. All payments the General Prime Contractor makes under this
4 paragraph shall be within 7 calendar days after the date on which the General Prime Contractor receives
5 payment from the department.

6
7 The contract entered into between the General Prime Contractor and an MEP Subcontractor must contain all
8 of the following clauses:
9

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

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

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

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

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

plumbing subcontractor) or (3) as related to claims, damages, fines, penalties, losses, and expense against the Department of Administration, arises out of the department's status as owner of the project or project site.

In addition (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold harmless (general prime contractor) and its officers, directors, agents, and any others (general prime contractor) is required to indemnify under its contract with the department, and the employees of any of them, from any liability, including liability resulting from a violation of any applicable safe place act, that (general prime contractor) or the state incurs to any employee of (mechanical, electrical, or plumbing subcontractor) or any third party where the liability arises from a derivative claim from said employee, when the liability arises out of the failure of the (general prime contractor) or the state to properly supervise, inspect, or approve the work or work area of (mechanical, electrical, or plumbing subcontractor), but only to the extent that the liability arises out of the acts or omissions of (mechanical, electrical, or plumbing subcontractor), its employees, or anyone for whom (mechanical, electrical, or plumbing subcontractor) may be liable, or from (mechanical, electrical, or plumbing subcontractor's) breach of its contractual responsibilities or arises out of (general prime contractor's) negligence or other fault in providing general supervision or oversight of (mechanical, electrical, or plumbing subcontractor's) work or arises out of the Department of Administration's status as owner of the project or project site. In claims against (general prime contractor) or the state by an employee of (mechanical, electrical, or plumbing subcontractor) or its subcontractors or anyone for whose acts (mechanical, electrical, or plumbing subcontractor) may be liable, the indemnification obligation of this paragraph is not limited by a limitation on amount or type of damage, compensation, or other benefits payable by or for the (mechanical, electrical, or plumbing subcontractor) subcontractors under workers compensation act. Except as identified above, the obligations of (mechanical, electrical, or plumbing subcontractor) under this indemnification do not extend to the liability of (general prime contractor) and its agents or employees arising out of (1) preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; (2) the giving of or failure to give directions or instructions by the (general prime contractor) or the Department of Administration or their agents or employees provided the giving or failure to give is the cause of the injury or damage; or (3) the acts or omissions of other subcontractors.

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

MEP AND NON-MEP SUBCONTRACTORS:

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

21. COMMENCEMENT AND COMPLETION

The successful General Prime Contractor Bidder must agree to commence the work on or after a date to be specified in a written "Notice to Proceed" issued by the state and to fully complete all the work within **214** consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued. Refer also to General Conditions, Article entitled "Time for Completion of the Project."

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

1

Start Date (Month/Year)	End Date (Month/Year)	Schedule Milestones
April 2026	April 2026	Mobilization
April 2026	September 2026	Excavation and Site Work
April 2026	May 2026	Footings and Foundations
May 2026	May 2026	MEP Underground and Site Utilities
October 2026	October 2026	Substantial Completion

2

3

22. EBUILDER PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

4

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.

8

9

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.

10

11

12

23. WORK BY THE STATE

13

14

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

15

16

17

- The following items shall be supplied by the Wisconsin DNR and installed by the contractor.
 - Nonstandard Specialty Park Signs (Posts and associated mounting hardware supplied by contractor)
 - Vault Toilets manufactured by Huffcut (4 Canvasback and 1 Golden Eye)

18

19

20

21

22

BID FORM – GENERAL PRIME CONTRACTOR (GPC) (Rev 3/2024)
DIVISION OF FACILITIES DEVELOPMENT
s.16.855 Wis. Stats.

**ROADWAY AND PARKING LOT PAVING
BUCKHORN STATE PARK
DEPARTMENT OF NATURAL RESOURCES
TOWN OF GERMANTOWN, WISCONSIN**

Division Project No. **24G1G**

**BID SUBMISSION DUE by 1:00PM,
General Prime Contractor (GPC) Bid Opening: 2:00 P.M., JANUARY 21, 2026.**

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

(a joint venture)
(Limited Liability Company (LLC)
(a corporation)
(a partnership)
(an individual)
(Cross out inapplicable)

We _____

Of _____
Street City County State Zip

hereby agree to execute a contract with the Division of Facilities Development (DFD) and a subcontract with all successful MEP Bidders identified by DFD and listed in this bid, and to furnish satisfactory separate 100% Performance Bond and 100% Payment Bond in the amount specified no later than ten (10) days of the contract offer, and to provide all labor and material required for the construction of the project designated above, for the prices hereinafter set forth, in strict accordance with the Contract Documents prepared by **Kapur and Associates, Inc., 4654 S. Biltmore Lane, Madison, WI 53718** for DFD and dated **November 14, 2025**.

eBuilder Contact for Contract Offer:
(For use by DFD to offer the contract within eBuilder)

Contact Name: _____

Telephone Number: _____

Email Address: _____

IMPORTANT: BEFORE SUBMITTING YOUR BID, PLEASE VERIFY THAT:

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

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SINGLE BASE BID - GENERAL PRIME CONTRACTOR

ALL WORK

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

for the sum of (\$_____)

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

UNIT PRICES (listed below are for additions to or deductions from amount of work required under the contract. See Instructions to Bidders 'Article 18 Unit Prices' for detailed instructions.) (Applicable to Base Bid No. 1)

Unit Description	Specification Section	Unit Price	Quantity Included in All Work (Lump Sum Base Bid)
Undercutting/Excavation Below Subgrade (EBS)	31 22 16.15	\$_____ Per CY	3,850 CY
Geogrid Reinforcement	31 34 19.13	\$_____ Per SY	7,700 SY

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

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1 **Base Bid No. 1 includes the bids from the following successful MEP Subcontractors identified by**
2 **DFD for the mechanical, electrical, plumbing, and fire protection divisions of work in this project.**
3 **The General Prime Contractor shall enter into subcontracts with these MEP Subcontractors:**
4

5 **Fire Suppression Base Bid No. 2:**
6 **Identified Subcontractor:** NA

7
8 **Amount:** NA
9

10 **Plumbing Base Bid No. 3:**
11 **Identified Subcontractor:** NA

12
13 **Amount:** NA
14

15 **Heating Ventilating and Air Conditioning Base Bid No. 4:**
16 **Identified Subcontractor:** NA

17
18 **Amount:** NA
19

20 **Electrical Base Bid No. 5:**
21 **Identified Subcontractor:** _____

22
23 **Amount:** _____
24
25

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1 COMMENCEMENT AND COMPLETION OF CONTRACT WORK
2 The undersigned agrees, if awarded the contract, to enter into a subcontract with the MEP Bidders identified
3 by DFD, and to commence the Contract work on or before a date to be specified in a written Notice to
4 Proceed, and to complete the work in accordance with the project schedule in the Instructions to Bidders.
5
6 ADDENDUM RECEIPT
7 We acknowledge receipt of the following Addenda:
8
9 Addendum No. _____ Date _____
10
11 Addendum No. _____ Date _____
12
13 Addendum No. _____ Date _____
14
15 Addendum No. _____ Date _____
16
17 Addendum No. _____ Date _____
18
19 PRIOR TO SIGNING, BIDDERS' ATTENTION IS DIRECTED TO INSTRUCTIONS TO BIDDERS TO
20 AVOID THE POSSIBILITY OF INVALIDATING THIS BID.
21
22 BY SIGNING THIS BID FORM, THE BIDDER ATTESTS TO PERSONAL KNOWLEDGE OF THE
23 FOLLOWING:
24

- | | |
|----|---|
| 1. | Bidder is <u>certified</u> by DOA as a qualified and responsible bidder for the amount of the bid submitted, within the division(s) of work being bid. |
| 2. | In accordance with Wis. Stats. 16.855 (13) and (14) and ARTICLE 21 of these Bidding Documents, Bidder agrees to enter into a subcontract with the successful MEP Subcontractors identified by DFD. |
| 3. | Bidder has examined the drawings and specifications, carefully prepared the bid form, and has reviewed all forms in detail before submitting bid; and bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, bid rigging, bid rotation, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid. |
| 4. | That all work will be performed at the Bidder's own proper cost and expense, that the Bidder will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract. |

25
26
27
28
29
30
31 (Seal, if bid is by a corporation) _____ (Firm Name)
32
33 Date: _____ By _____ (Bidder's Printed Name)
34
35 _____ (Signature of Bidder)

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

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From:

IMPORTANT: BEFORE SUBMITTING YOUR BID, PLEASE VERIFY THAT:

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

SEALED BID

Project Name	
Project No.	
Location	
Bid Category	
Bid Date	

To:

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

(Complete and securely tape to exterior of sealed envelope – only if submitting a hard copy of your bid)

Left Blank



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.

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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

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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 searched the Supplier Diversity Program's Database for Diverse, Certified Suppliers? <https://wisdp.wi.gov/Search.aspx> ☐ Yes ☐ No
- Have you emailed (prior to bidding) diverse suppliers that you wish to consider regarding the logistics of them being considered for subcontracting opportunities and copied the Wisconsin Supplier Diversity Program (DiverseSpend@wi.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. _____

☐ By checking this box the contractor certifies that the product(s) in this submittal comply with the Build America, Buy America (BABA) Act.

☐ Check this box if the product(s) is/are exempt of compliance with the Build America, Buy America (BABA) Act. Attach the waiver(s) with this submittal.

☐ Check this box if Building America, Buy America (BABA) Act is not applicable to the project(s).

- 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 _____

Contractor's Authorized Representative

_____ Date

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.

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

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Request for Subcontractor Approval

Contractor Name		Project Title
Street Address	PO Box	Location
City	State	ZIP + 4
Contact Person	Phone Number	DFD Project Manager
Prime Contractor Business Certification ☐ MBE* ☐ 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*
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐

* 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)

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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 and Location _____

Project Number _____ Contract For Work _____

KNOW ALL PEOPLE BY THESE PRESENTS That

Name of Contractor

as contractor, herein called "Principal", and

Name of Surety

of

City and State

as Surety, herein called "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



PAYMENT BOND (100%)

This Surety Bond instrument is hereby executed to guarantee payment 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 and Location _____

Project Number _____ Contract For Work _____

KNOW ALL PEOPLE BY THESE PRESENTS That

Name of Contractor

as contractor, herein called "Principal", and

Name of Surety

of

City and State

as Surety, "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 _____,
Name of Surety
for the uses and purposes therein set forth.

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. _____

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 a _____ 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 **within ##### consecutive calendar days thereafter.**

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:

Company Name

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 \$600,000)*

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 11/2017)

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 11/2017)

- 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.

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- W. "SPECIFICATIONS" means the Volume assembled for the Work which typically includes the Bidding and Contract Requirements, forms, and Technical Sections.
- X. "STATE" means the State of Wisconsin and its officers, employees, agents, divisions, bureaus, commissions, boards, authorities, and universities, colleges, and other institutions of higher learning.
- Y. "SUBMITTALS" means the terms "SUBMITTALS" and "SHOP DRAWINGS" may be used interchangeably in the Contract Documents. Refer to the definition of "SHOP DRAWINGS" contained herein.
- Z. "SUBSTANTIAL COMPLETION" means the stage in the progress of the Work when DFD determines that the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Project, or designated portion thereof, can be occupied and used for its intended purpose.
- AA. "SUBSTITUTIONS" means the use of material or equipment not specified in the Contract Documents, but that the General Prime Contractor proposes and warrants as suitable for the use intended and conforms to all other physical, functional, and performance requirements of the Contract Documents.
- BB. "SURETY" means a person or entity licensed to do business in the State of Wisconsin, who provides separate Performance Bonds and Payment Bonds to a General Prime Contractor to indemnify the State against all damages suffered by failure of the General Prime Contractor to perform the Work and to pay all lawful claims of Subcontractors, Material Suppliers, and laborers.
- CC. "WORK" means the plant, labor, materials, service, supplies, equipment, and other facilities and items comprising the whole of the Contract Documents.

3. CONTRACT DOCUMENTS

- A. The Contract Documents as defined in Article 2 shall form a part of this Contract. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
- B. The technical provisions of this Contract are set forth in the Specifications. The Specifications are complemented by the "Drawings" which may also be referred to as the "Plans." The Specifications and Drawings for this Contract are complementary and are to be so interpreted, unless that interpretation is so clearly erroneous as to defy the intent of the parties.
- C. The General Prime Contractor's bid price shall include complementary interpretation, and the performance of all Work which;
 - 1. in accordance with industry standards, customary practice, or by reasonable inference are details of Work that are necessary as part of the construction, operation, and coordination and interface of the Work;
 - 2. would necessarily be readily apparent to one skilled in the trades; or,
 - 3. a competent and experienced contractor would recognize as part of its responsibility.
- D. The failure of the General Prime Contractor to include in its bid the Work as defined in Paragraph 3.B. shall not relieve the General Prime Contractor from performing such Work and it shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.
- E. Periodically, DFD may provide the General Prime Contractor additional instructions and drawings necessary to perform the Work. DFD shall make a good faith effort to coordinate such instructions and drawings with the Contract Documents, preparing them so they can be reasonably interpreted as a part thereof.

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4. CONFLICTING CONDITIONS

- A. DFD shall take all reasonable steps to assure that the Contract Documents are as accurate as possible, and provide information which, in the opinion of DFD, is necessary in preparing bids and constructing the Project. However, it is mutually understood that discrepancies or conflicts in the Contract Documents may be identified, in which case:
 - 1. Amendments and addenda take precedence over the Specifications;
 - 2. The Specifications take precedence over the Drawings;
 - 3. Stated dimensions take precedence over scaled dimensions;
 - 4. Large-scale detail drawings take precedence over small-scale drawings;
 - 5. Schedules take precedence over other data on the plans.
- B. Notwithstanding the above order of precedence, any clearly stated requirement of duties of the General Prime Contractor shall control over any rule of contract interpretation which might otherwise place those duties in conflict with other provisions of the Contract, and such duties shall be included in the General Prime Contractor's bid.
- C. The failure to inquire about any ambiguity in any provision of the Contract Documents which would be reasonably apparent to any bidder knowledgeable and skilled in the Work required by the bid shall grant DFD the right to interpret that ambiguity.
- D. Where the terms "A/E," "Architect/Engineer," "Architect," or "Engineer" are used in technical Sections of the Specifications, the General Prime Contractor shall understand that actions indicated to be accomplished by such named parties are actions which are solely as the professional technical advisor and consultant to DFD and such actions thus require final approval by DFD.
- E. In the event of any conflict between the terms of this Contract and any provision of law, the provision of law shall control and the parties hereto shall not be free to Contract contrary to law.

5. CONTRACT SECURITY

- A. The General Prime Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, and a Payment Bond in an amount equal to one hundred percent (100%) of the Contract price, as security for the faithful performance of this Contract, payment of all persons performing labor or furnishing materials for the Project, and payment of all other debts incurred in the performance of the Work.
- B. The Performance Bond and Payment Bond Forms that the General Prime Contractor is required to execute are bound into the Specifications. Before the Construction Contract can be executed, the Performance Bond and Payment Bond must be delivered to and approved by DFD. Such approval will be predicated on prior satisfactory performance of a Surety.

6. SAFETY AND ACCIDENT PREVENTION

- A. The General Prime Contractor shall provide and maintain a Work environment and procedures which will:
 - 1. Safeguard the public and State personnel and agents, property, material, supplies, and equipment exposed to General Prime Contractor and all Subcontractors including, MEP Subcontractors and Non-MEP Subcontractors operations and activities;
 - 2. Avoid interruptions of user agency operations and delays in Contract completion dates; and,
 - 3. Control costs in the performance of this Contract.
- B. For these purposes, the General Prime Contractor shall:

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1. Provide appropriate safety barricades, signs, and signal lights;
 2. Comply with any safety requirement published by any governmental authority with jurisdiction over the site, including Federal, State, or local jurisdictions;
 3. Ensure that any additional measures which are reasonably necessary for the purposes stated are taken.
- C. The General Prime Contractor shall strictly comply with, and bear full responsibility for, any safety procedure set forth in the Contract Documents. In the absence of such compliance, the General Prime Contractor shall be responsible for indemnification of the State for any cost or expense, including legal fees. At the discretion of DFD, the General Prime Contractor may also be subject to termination of the Contract for default.
- D. If DFD becomes aware of any noncompliance by the General Prime Contractor or any Subcontractor, with the safety conditions of this Contract or of any condition caused by the General Prime Contractor or any Subcontractor, which poses a serious or imminent danger to the health or safety of the public or to State personnel, DFD's Project Representative shall notify the General Prime Contractor orally, with written confirmation, and direct immediate initiation of corrective action. This Notice, when given to the General Prime Contractor or the General Prime Contractor's Representative at the Work site, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving the Notice, the General Prime Contractor shall immediately take corrective action. If the General Prime Contractor fails or refuses to promptly take corrective action, DFD may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The General Prime Contractor shall not be entitled to an equitable adjustment of the Contract price or an extension of the performance schedule by reason of the issuance of any stop Work order under this Article 6.
- E. The General Prime Contractor shall cause this Article 6, including this Paragraph E., with appropriate changes in paragraph designation, to be incorporated in all MEP Subcontracts and Non-MEP Subcontracts, regardless of tier.

7. PROTECTION OF WORK AND PROPERTY

- A. The General Prime Contractor shall at all times safely guard State property and adjacent property from injury, loss, release of hazardous or toxic materials, or damage in connection with the Contract Documents or the performance of the Work hereunder. The General Prime Contractor shall replace or make good any damage, loss, or injury caused as a result of failure to comply with Contract Documents. This contract provision shall be incorporated into the contracts between the General Prime Contractor, MEP Subcontractors, and Non-MEP Subcontractor.
- B. In case of an emergency which threatens loss or injury of property, or safety of life, the General Prime Contractor will be allowed to act, without previous instructions from DFD, in a diligent manner. The General Prime Contractor shall notify DFD immediately thereafter. Any claim for compensation by the General Prime Contractor due to such extra Work shall be promptly submitted to DFD for approval as provided for in Article 18 of the General Conditions.
- C. In the event of temporary suspension of Work, or during inclement weather, or whenever DFD shall direct, the General Prime Contractor shall carefully protect all Work and materials against damage or injury from the weather. This contract provision shall be incorporated into the contracts between the General Prime Contractor, MEP Subcontractors, and Non-MEP Subcontractors. If, in the opinion of DFD, any Work or materials have been damaged or injured by reason of failure on the part of the General Prime Contractor Subcontractors including MEP Subcontractor or Non-MEP Subcontractors to protect the Work, such materials shall be removed and replaced at the expense of the General Prime Contractor.
- D. The General Prime Contractor shall promptly, and without prior demand by DFD, remedy and repair any damage caused by the General Prime Contractor and all Subcontractors, suppliers, and vendors to completed or partially completed construction or to property of DFD or other Subcontractors

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8. PERMITS, REGULATIONS, UTILITIES, AND TAXES

- A. The General Prime Contractor shall procure all permits, licenses, and approvals necessary for the execution of this Contract and performance of the Work, and shall provide evidence of such permits, licenses, and approvals at the Pre-Construction Meeting or before commencement of the Work.
- B. Where Contract Documents require abatement of asbestos containing materials, prior written Notice to the State of Wisconsin, Department of Natural Resources is required. The General Prime Contractor shall provide evidence of such Notice prior to commencement of the Work.
- C. Work under this Contract shall be in compliance with all applicable state laws, codes, and regulations relating to environmental quality and safety, the performance of the Work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities. Such Work shall not be subject to the ordinances or regulations (except land use zoning) of the municipality in which the construction takes place, including ordinances or regulations relating to materials used, permits, supervision of construction or installation, payment of permit fees, or other restrictions of any nature whatsoever. DFD shall be notified by the General Prime Contractor of any Notices of noncompliance or violation associated with Work required by the Contract Documents.
- D. The General Prime Contractor shall pay all Sales, Consumer, Use, and other similar taxes required by law assessed to or arising out of the construction of the Project.
- E. If the General Prime Contractor believes that any of the Work required by the Contract Documents is in violation of any State law, code, rule, or regulation, the General Prime Contractor shall promptly notify DFD. Upon such notification, DFD will determine whether corrective action is required and make such changes, if any, at no additional cost to the General Prime Contractor provided such violation was not caused by the General Prime Contractor or a Subcontractor including, a MEP Subcontractors, or a Non-MEP Subcontractors.
- F. Charges for water, sewer, and other utility connections made by municipalities will be paid by the State. Payment for use of such services and utilities before Substantial Completion shall be in accordance with provisions of the General Requirements of the Contract.

9. STATE RESPONSIBILITY FOR THE SITE

- A. Prior to start of construction, the State shall furnish all land and rights-of-way necessary for the carrying out and completion of the Work to be performed under this Contract.
- B. DFD will furnish to the General Prime Contractor site, topography, and property surveys which DFD reasonably believes necessary for the execution of the Work.
- C. DFD, upon receipt of the Notice set forth in Paragraph 10.E., shall promptly investigate the site conditions reported by the General Prime Contractor to determine whether the conditions discovered differ materially from those indicated in the Contract Documents, are of an unknown and unusual nature which could not have been discovered by a reasonable site investigation by the General Prime Contractor as required by the Contract Documents, or which differ materially from those ordinarily encountered and generally recognized as being inherent in the Work of the character required by the Contract Documents at the site where Work is to be performed.
- D. DFD shall act on any General Prime Contractor Notice, as described in Paragraph 10.E. of the General Conditions, as soon as practicable, but in no case later than ten (10) working days after the receipt of such Notice. If DFD determines that the conditions reported by the General Prime Contractor differ materially from those indicated in the Contract Documents, or are of an unknown and unusual nature which could not have been discovered during a reasonable site investigation by the General Prime Contractor, then to the extent established by the General Prime Contractor and approved by DFD, DFD shall authorize an increase or decrease in the cost or time required for performing any part of the Work under this Contract.
- E. No request by the General Prime Contractor for an equitable adjustment to the Contract under this Article 9 shall be allowed, unless the General Prime Contractor gives proper Notice, which is a CONDITION PRECEDENT to any liability on the part of the State.

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- F. In no event shall any claim by the General Prime Contractor for equitable adjustment to the Contract for differing site conditions be allowed if presented after final payment under this Contract is made.

10. GENERAL PRIME CONTRACTOR RESPONSIBILITY FOR CONDITIONS AT THE SITE

- A. The General Prime Contractor is responsible for and hereby acknowledges that it has taken the steps reasonably necessary to prepare a bid which includes the costs for Work, the requirement for which would reasonably be known to a competent contractor, in overcoming normal subsurface conditions at the site where the Work is to be performed and in order to accomplish the Work described in the Contract Documents. Additionally, the General Prime Contractor certifies that it has investigated the site and satisfied itself as to the general and local conditions which affect the Work or its cost, including, but not limited to:
 - 1. Conditions bearing upon transportation, disposal, handling, and storage of materials;
 - 2. The availability of labor, water, electric power, and roads or access;
 - 3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - 4. The conformations and conditions of the ground; and
 - 5. The character of facilities and equipment as represented by the Contract Documents.
- B. The General Prime Contractor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, and information included in the Contract Documents.
- C. Any failure of the General Prime Contractor to take the actions described and acknowledged in this Article 10 will not relieve the General Prime Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the State.
- D. The State assumes no responsibility for any erroneous conclusions or interpretations made by the General Prime Contractor based on the information made available by DFD. If an analysis of such data is only meaningful to a person skilled in the geotechnical sciences, then the General Prime Contractor is responsible for, and certifies that it has obtained, such an analysis or has otherwise decided that the data is understandable by it, as presented. The State assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers, representatives, or agents before the execution of this Contract, unless that understanding, or representation is expressly stated in the Contract Documents.
- E. If the General Prime Contractor discovers, in the performance of the Work, a subsurface or latent physical condition at the site, including but not limited to possible environmental contamination or hazardous substances, which it did not discover pursuant to this Article 10, then the General Prime Contractor shall promptly, and before the condition is disturbed, give written Notice to DFD. Such Notice shall be subject to the procedures and limitations set forth in Article 20 hereof, entitled "Notice Requirements. The General Prime Contractor shall disclose in such Notice all the facts and circumstances then known to it, including the impact of such condition on the price, time, or quality of the Work remaining to be done.

11. SUBCONTRACTS

- A. The General Prime Contractor must subcontract with all successful MEP Subcontractors identified by DFD. The General Prime Contractor may enter into subcontracts for work other than MEP Subcontractor work, if subcontractors are approved by DFD through the Request for Subcontractor Approval Form. However, the election to subcontract Work shall not relieve the General Prime Contractor from responsibility or liability which it has assumed under this Contract. The General Prime Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the General Prime Contractor's own employees. If the Specifications require or otherwise designate only one Subcontractor or source of supply for Work required under the Contract Documents, the General Prime Contractor's failure to acquire suitable Contract arrangements with such Subcontractor or source of

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supply shall not excuse the General Prime Contractor from full responsibility and liability for any failure or default of such source of supply.

- B. All Non-MEP Subcontractors are subject to DFD approval. DFD may request, or the General Prime Contractor may provide, any of the following information to substantiate the proposed Subcontractors' qualifications or ability to perform the Work. DFD shall consider such information when reviewing the qualifications of proposed Subcontractors to determine whether such qualifications serve the best interests of the Project.
1. The amount of experience completing similar Work to that required by the Contract Documents;
 2. The quality of Work the proposed Subcontractor has provided on past Projects;
 3. The extent of available staffing and financial resources of the proposed Subcontractor;
 4. The General Prime Contractor's intended method of monitoring the proposed Subcontractor's Work;
 5. The level of supervision of the Subcontractor's Work which the General Prime Contractor will provide;
 6. Any other information regarding the proposed Subcontractor's ability to complete the Work.
- C. Bidders shall submit a completed Request for Subcontractor Approval Form with their bid or within seven days of the general prime contractor bid opening. Submission of a completed Request for Subcontractor Approval Form is an element of responsiveness. Failure to submit this completed form within the above time limits will be considered unresponsiveness and may result in contract award to the next apparent low bidder. When no Subcontractors are anticipated, the General Prime Contractor shall give DFD notice of this fact on the Form within the time limits noted above.
- D. The General Prime Contractor shall not replace any DFD identified or approved Subcontractor or material supplier without written approval of DFD. Any General Prime Contractor request for replacement of a Subcontractor previously approved by DFD shall include the reason(s) for such replacement and all documentation necessary to substantiate such change.
- E. The General Prime Contractor agrees, to the extent practicable, to maintain a list of all Subcontractors and suppliers performing labor or furnishing materials for the project.
- F. The General Prime Contractor shall be fully responsible for all acts and omissions of all Subcontractors and shall be responsible for scheduling and coordinating the Work of all Subcontractors, including MEP Subcontractors, Non-MEP Subcontractors and material suppliers.
- G. Nothing herein shall be construed to create any express or implied Contractual relationship between DFD and any of the General Prime Contractor's MEP Subcontractors, Non-MEP Subcontractors, suppliers or vendors.
- H. Notwithstanding Paragraphs 11.C. and 11.D., the General Prime Contractor shall insert the following mandatory provisions in all subcontracts with Subcontractors s:
1. All provisions of this Article 11
 2. Article 26 - Payments to General Prime Contractor
 3. Article 27 - Payments by General Prime Contractor
 4. Article 32 - Nondiscrimination/Affirmative Action
 5. Article 33 - Minimum Wages

The General Prime Contractor shall include the mandatory provisions in Article 12 MEP SUBCONTRACTORS in all MEP subcontracts.

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12. MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION (MEP) SUBCONTRACTORS

- A. The General Prime Contractor will offer a subcontract to the successful MEP Subcontractors identified by DFD and included in the General Prime Contractor's bid. This subcontract between a General Prime Contractor and a MEP Subcontractor must include a scope of work clause identical to the scope of work clause included in the Bid Documents and the contract between the General Prime Contractor and the state (see item D below). A General Prime Contractor and an MEP Subcontractor may not enter any agreement in connection with bids submitted that would alter or affect the scope or price of the contracts entered into. This prohibition does not apply to DFD change orders that result in changes to the plans or specifications, or to back charges allowed by the contract. The General Prime Contractor shall base its project schedule on the schedule in the specifications or bid instructions unless otherwise agreed to by the MEP Subcontractor.
- B. **Pursuant to Wis. Stat. §16.855 (14m)(a), The contract entered into between the General Prime Contractor and an MEP Subcontractor must contain all of the following clauses:**

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

If (mechanical, electrical, or plumbing subcontractor) is not paid by the deadline in this contract, (general prime contractor) shall pay interest on the balance due from the eighth day after the (general prime contractor) receives payment from the Department of Administration for the work for which payment is due and owing to (mechanical, electrical, or plumbing subcontractor), at the rate specified in section 71.82, Wisconsin stats., compounded monthly. A (mechanical, electrical, or plumbing subcontractor) that receives payment as provided under this contract and that subcontracts with another entity shall pay those subcontractors, and be liable for interest on late payments to those subcontractors, in the same manner as the (general prime contractor) is required to pay the (mechanical, electrical, or plumbing subcontractor) under this contract.

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

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

In addition (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold harmless (general prime contractor) and its officers, directors, agents, and any others (general prime contractor) is required to indemnify under its contract with the department, and the employees of any of them, from any liability, including

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

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

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

- C. Pursuant to Wis. Stat. § 16.855(19)(b), Retainage between General Prime Contractor and MEP Subcontractors is governed as follows:

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

- D. Pursuant to Wis. Stat. § 16.855(14m)(b), the MEP Subcontracts must include a scope of work clause that is identical to the scope of work clause on which the MEP Subcontractor bid. The following Scope of Work language shall be included in the contracts between the General Prime Contractor and MEP Subcontractors:

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

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13. SCHEDULING AND COORDINATION OF WORK

- A. The General Prime Contractor has the full and complete responsibility for the accomplishment of all Work within the specified time indicated in the Contract Documents, except where the Contract Documents explicitly and specifically place a limited duty for completion on the State.
- B. DFD and the General Prime Contractor hereby commit themselves to good faith negotiation, coordination, and cooperation to assure the timely completion of the Project. By accepting this Contract, the General Prime Contractor agrees that scheduling, coordination, and monitoring activity for All Work will be placed under the direct control and supervision of a person experienced in construction scheduling, means and methods. If such experience and knowledge must be obtained by Contracting with a separate scheduling consultant, the entire cost of such consultant shall be borne by the General Prime Contractor. Additionally, the General Prime Contractor fully agrees to cooperate in all respects with all Subcontractors, including MEP Subcontractors, Non-MEP Subcontractors, and suppliers to provide all data required, and shall coordinate the activities of its own Work forces and the Work forces of the Subcontractors, in such manner and at such time as to not cause a delay in the Project.
- C. The General Prime Contractor and the State shall be given the opportunity to schedule its own Work as conveniently as is consistent with the overall needs of the Project Schedule.
- D. The General Prime Contractor shall afford the State and any other parties performing Work on the Project, reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities at the site.
- E. The Project Schedule shall incorporate all activities, events, and milestones required for successful Project completion within the allowable time for completion specified in the Contract Documents. The General Prime Contractor shall prepare a breakdown of all Work activities or events, whether the activities are to be performed by the General Prime Contractor's own forces, those of Subcontractors, including MEP Subcontractors and Non-MEP Subcontractors, or the State, indicating the proposed duration and sequencing of such activities for successful completion of the Project within the allowable time specified in the Contract Documents. The General Prime Contractor shall also identify whether any Work activity or event is dependent on the Work of its own forces or with those of the State. The failure to list any activity or to perform any other duty required by or incident to that required by these General Conditions shall not be the basis of a claim for adjustment of any provision of this Contract, or of any other type of claim whatsoever.
- F. The General Prime Contractor shall, within fourteen (14) calendar days from the Notice to Proceed, develop and publish a Project Schedule for the first sixty (60) calendar days of the Project. The completed Project Schedule, for all Work activities through Project completion, shall be developed and published within this sixty (60) day period. **Pursuant to 16.855 (14m)(d), the General Prime Contractor must base this Project Schedule on the schedule that the MEP Subcontractors and General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP Subcontractor.** No provision of this Contract shall be construed to relieve the General Prime Contractor of this requirement. Monthly updates of the schedule shall be developed, analyzed and published and each subsequent update shall include a breakdown of major activities to be performed by each separate Contractor or entity, and all activities required for development, monitoring, and updating the Project Schedule.
- G. If the General Prime Contractor's Work depends upon construction or operations by the State, the General Prime Contractor shall, prior to proceeding with that portion of the Work, promptly give Notice to DFD of any apparent deficiencies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the General Prime Contractor to so report shall constitute an acknowledgment that the State's completed or partially completed construction is fit and proper to receive the General Prime Contractor's Work, except as to defects not then reasonably discoverable.
- H. The General Prime Contractor shall identify forthwith any critical event which will require DFD to act or to refrain from acting, or critical time periods within which the State must complete activities or Work for which DFD is responsible under the Contract. Timely Notice of any such identified event or time period shall be given to DFD. The giving of such Notice is a CONDITION PRECEDENT to the creation of any duty of DFD to take any action or to refrain from taking any action. The failure of the General Prime Contractor to give such Notice forthwith shall

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thereafter bar and preclude any claim by the General Prime Contractor for adjustment of any Contract provision or claim predicated on the breach of any obligation by DFD.

- I. Where any Work activity required for completion of the Project, is completed in less time than that required, anticipated, or otherwise allowed by the Project Schedule, the unused time, hereinafter called Float, shall belong to the Project, to be used by the General Prime Contractor as the Project needs determine, including but not limited to providing additional time for completion of any other Work activities required for completion of the Project. Float shall not be considered owned, subject to the exclusive use, or management by any of the interested participants. No claim against DFD or the General Prime Contractor shall be made by any party for the loss of Float time.
- J. The General Prime Contractor shall be independently responsible for resolving any time related matters with Subcontractors, including MEP Subcontractors, Non-MEP Subcontractors, suppliers, or others who may furnish supplies or services on the Project, as a result of Contractual relations with the General Prime Contractor. No liability shall attach to the State, for the failure of any party to carry out the coordination and scheduling responsibilities which they have assumed under this Article 13.
- K. The General Prime Contractor is hereby put on Notice that failure to furnish data or cooperate in good faith is a MATERIAL BREACH OF CONTRACT and may be the basis for a Termination for Default under the procedures set forth in these General Conditions. In such cases DFD, in addition to, and not in lieu of the right to termination for default, may acquire the services of a scheduling specialist to perform any such duties and charge the cost thereof to the General Prime Contractor. In the event that DFD is required to acquire any replacement scheduling services, the General Prime Contractor shall conform to any revised schedule resulting therefrom.
- L. In addition to the criteria set forth in these General Conditions, the full and complete performance of duties required to be performed under this Article 13, is a CONDITION PRECEDENT to the right of the General Prime Contractor to payment of any sums due.. In the event of any delays by the General Prime Contractor or other breach hereof which gives rise to penalties and/or damages to the State, then in any such event DFD may offset such penalties and damages against the sums due or to become due the General Prime Contractor hereunder.
- M. The bonds furnished to secure these commitments shall be applicable to each and every one of these time and scheduling commitments and may be enforced by any person or entity who is entitled to enforce the bonds as a matter of law and who is damaged as a result of breach of these commitments by the General Prime Contractor on the Project to which these provisions apply. The State shall not be responsible for the default of the General Prime Contractor and the remedies of any damaged party shall be limited to an action by the damaged party against the defaulting General Prime Contractor and/or its bonding company, in addition to any other coverage for the bond.
- N. The General Prime Contractor is cautioned that the reporting requirements specified in or for the Schedule Requirements, are in addition to any such similar requirements set forth in the Articles hereof entitled, "REPORTS, RECORDS AND DATA", "QUALITY CONTROL & INSPECTION, and "NOTICE".
- O. In the event it becomes necessary to interpret this Article 13, the construction or interpretation shall strive to achieve the purpose for which this Article 13 was designed to accomplish, i.e. timely, effective and efficient performance of the Work under the Contract within the allowable time identified in the Contract Documents, and at no extra cost or inconvenience to any party, if at all possible.

14. GENERAL PRIME CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE

- A. The General Prime Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, and superintendence necessary to execute, complete, and deliver the Work within the specified time.
- B. Where technically and economically feasible, the General Prime Contractor shall use the least hazardous materials, equipment, and processes to execute the Work. If materials are used which are considered an OSHA hazardous material, the General Prime Contractor shall comply with all OSHA rules and regulations.
- C. No materials or supplies which are to become part of the Work shall be purchased by the General Prime Contractor or by any Subcontractor, including MEP Subcontractor or Non-MEP Subcontractor subject to any chattel mortgage, conditional sale contract, or other agreement by which a security interest is retained by the seller. Upon Substantial

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Completion of the Work, good title to all materials and supplies incorporated into the Work shall be conveyed to the State, free and clear of all liens and encumbrances.

- D. General Prime Contractor's obligation for inspection and quality control shall be as provided for in Article 15, entitled "QUALITY CONTROL & INSPECTION", of these General Conditions.
- E. General Prime Contractor's obligation for scheduling of Work and coordination with other entities performing Work required for the completion of the Project shall be as provided for in Article 13, entitled "SCHEDULING AND COORDINATION OF WORK", of these General Conditions.
- F. Any Work necessary to be performed after regular working hours, on Sundays, or Legal Holidays, and for which the General Prime Contractor is responsible, shall be performed without additional expense to the State.
- G. The General Prime Contractor shall furnish, erect, maintain, and remove such temporary Works as identified in the General Requirements of the Contract.
- H. The General Prime Contractor shall give continuous personal superintendence to the Work and its performance at the site, or shall employ a construction superintendent or foreman, experienced in Work of the character covered by the Contract Documents, who shall have full authority to act for the General Prime Contractor.
- I. The presence and observation of the Work by DFD's Project Representative shall not relieve the General Prime Contractor of any obligations.
- J. The premises and surrounding area shall be kept reasonably free from accumulation of waste material or rubbish as specified in the General Requirements of the Contract.
- K. Unused and discarded materials shall be managed or disposed of as specified in the General Requirements of the Contract.
- L. If, in the opinion of DFD, the actions or Work of an employee of the General Prime Contractor or a Subcontractor, including MEP Subcontractor or Non-MEP Subcontractor are judged to be unsatisfactory, careless, incompetent, unskilled, in violation of any environmental or safety standards, or otherwise objectionable, the employee shall be removed from the Project or other corrective action taken upon Notice from DFD.

15. QUALITY CONTROL & INSPECTION

- A. The General Prime Contractor shall, except where a provision of the Contract Documents explicitly states to the contrary, have the full, complete, and absolute responsibility and obligation for insuring that the Work performed by the General Prime Contractor and Subcontractors, including MEP Subcontractors, and Non-MEP Subcontractors strictly conforms to the requirements set forth in the Contract Documents. The General Prime Contractor shall maintain an adequate inspection and quality control system and shall perform such inspections as will ensure that the Work performed under this Contract conforms to the requirements of the Contract Documents.
- B. At the Pre-Construction Meeting, the General Prime Contractor shall provide DFD a full description of the General Prime Contractor's quality control and inspection system and method of implementation.
- C. Prior to the start of significant on-site work by any trade, DFD's Project Representative, the General Prime Contractor's Superintendent and the Subcontractor's foremen, including the MEP Subcontractor foremen and Non-MEP Subcontractors' foremen, shall conduct a pre-installation conference. The purpose of the meeting is to review and discuss Contract requirements applicable to the work, samples required, level of quality necessary, and find answers to any questions that may arise. Such meeting is in addition to regularly-scheduled progress meetings and will be arranged on-site by DFD's Project Representative.
- D. The General Prime Contractor shall maintain complete inspection records and test data to ensure that quality of the Work is in strict compliance with the terms of the Contract Documents. These records shall be available to DFD's Project Representative at all reasonable times and places. The doctrine of "substantial conformity" to the quality

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requirements of the Contract Documents, shall have no application, unless DFD accepts the Work in accordance with Paragraph 15.F

- E. DFD reserves the right to conduct its own quality assurance verification, and to observe, inspect, and /or conduct tests relative to General Prime Contractor and Subcontractor performance. If, when conducting its own quality assurance program, DFD determines that the Work or a portion thereof does not comply with requirements of the Contract Documents, DFD shall attempt to notify the General Prime Contractor of such deficiencies as soon as practicable. However, DFD's exercise of rights under this provision does not:
 - 1. Relieve the General Prime Contractor of the responsibility for providing adequate inspection and quality control measures or the proper documentation of the occurrence of the events required to be tested or monitored in the performance of the Work required by the Contract Documents; and shall provide no basis for waiver or estoppel claims to be asserted against the State;
 - 2. Relieve the General Prime Contractor of responsibility for damage to or loss of the material before acceptance;
 - 3. Constitute or imply acceptance on the part of DFD;
 - 4. Affect the continuing rights of the State after acceptance of the completed Work, except as specifically stated to the contrary, in the Contract Documents.
- F. The presence or absence of DFD's Project Representative does not relieve the General Prime Contractor from any Contract requirement. If the General Prime Contractor desires waiver of any technical or Contract requirement or any other deviation from the strict requirements of the Contract Documents, a specific request for such waiver or deviation must be made to DFD's Project Representative for consideration.
- G. The General Prime Contractor shall, without charge, replace or correct Work found not to conform to the Contract Document requirements, unless in the public interest, DFD agrees to accept the non-conforming Work with an appropriate adjustment in the Contract price thereof. Such acceptance of non-conforming Work shall, whether the determination is to be made at the time of final completion or during the performance of Work, be based upon a determination by DFD that the deviation from Contract Document requirements does not adversely affect the integrity of completed Work.
- H. When DFD directs the General Prime Contractor to replace or correct rejected Work and the General Prime Contractor fails to take such action within the time period identified by DFD, DFD may:
 - 1. Terminate this Contract for default under Article 29, hereof entitled "DFD'S RIGHT TO TERMINATE CONTRACT", or
 - 2. Suspend or stop the Work under Article 28, hereof entitled "DFD'S RIGHT TO SUSPEND, STOP, OR COMPLETE WORK".
- I. If, before acceptance, DFD decides to examine already completed Work by removing it, or removing other Work to expose it, the General Prime Contractor shall promptly furnish all necessary facilities, labor, and material necessary to accomplish the examination. If the Work is found to be defective or non-conforming in any material respect due to the fault of the General Prime Contractor or Subcontractor, or otherwise fails, in the judgment of DFD, to meet the requirements set forth in Paragraph 15.F., the General Prime Contractor shall be responsible for all costs associated with replacement or repair of the defective Work, including the costs of removing or tearing the Work out and satisfactory reconstruction. However, if the Work is found to meet Contract requirements, DFD shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of time.
- J. Costs caused by defective construction shall be borne by the General Prime Contractor.
- K. Unless otherwise specified in the Contract, DFD shall accept, as reasonably as practicable after completion and inspection, all Work completed under the Contract or that portion of the Work which DFD determines can be accepted separately.

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16. SUBMITTALS

- A. The General Prime Contractor shall submit at the Pre-Construction Meeting a register listing all known submittals required for the project.
- B. When the General Prime Contractor makes a "Submittal" to describe how it will fulfill its responsibility under this Contract by submitting Shop Drawings, Samples, Cuts, Catalogues, Models, Mockups, or other preliminary information, the following provisions shall apply:
 - 1. THE GENERAL PRIME CONTRACTOR NOTES THE CONSPICUOUS NATURE OF THIS ARTICLE and agrees that these provisions are material provisions and are to be enforced, in the event of controversy, in such a manner as to place upon the General Prime Contractor the full, complete, and total responsibility for the submittal's conformance with the requirements of this Contract, and suitability or usability of preliminary submissions by the General Prime Contractor, without regard to any DFD action or failure to act;
 - 2. All Submittals and supporting information shall be delivered to a party designated by DFD, who shall act on any such Submittal within ten (10) working days or notify the General Prime Contractor in writing, of the time required for such action if greater than the aforementioned ten (10) day period. Such designation shall take place at the Project Pre-Construction Meeting. Review of the Submittals for conformance with requirements of the Contract Documents shall be completed by the party responsible to DFD for Project design. A copy of all such submittal and transmittal forms shall also be sent to DFD's Project Representative;
 - 3. The General Prime Contractor shall make submittals in a timely fashion to assure completion of the entire Project within the allowable time specified in the Contract Documents. The timing of such Submittals shall be subject to the provisions of Paragraphs 13.C. and 13.H.;
 - 4. Each Submittal by the General Prime Contractor shall contain the cover page included in the Specifications. Such cover page shall be signed by a representative of the General Prime Contractor responsible for review of the Submittal to assure compliance with requirements of the Contract Documents.
- C. Submittals shall be provided in response to requests for submittals by DFD, or whenever required by the Contract Documents.
- D. If the General Prime Contractor submits for approval items which do not strictly comply with the design requirements of Contract Documents, the General Prime Contractor shall provide all engineering or design information necessary for complete evaluation of the Submittal by DFD. If it is determined by the General Prime Contractor or DFD that the services of a professional consultant, engineer or architect are required to provide such information, the General Prime Contractor shall acquire such services at its own expense.
- E. If the General Prime Contractor believes that requirements of the Contract Documents are in conflict with the manufacturer's recommended method of installation or application of specified materials, products, or systems, the General Prime Contractor shall indicate such possible conflicts at the time of submittal.

17. EQUALS AND SUBSTITUTIONS

- A. It is not the intention of DFD to limit or restrict competition by the use of any "Brand Name", reference to a particular manufacturer, process, technique, catalog number or other identifying information. Such proprietary specifications or use of "Brand Names" are intended to establish a level of quality or the minimum essential requirements to which the General Prime Contractor must conform, unless more explicit restrictions are stated to apply.
- B. When the Contract Documents list performance or functional characteristics in connection with Work to be performed, these characteristics are mandatory for reasons of design. Use of any "Equal" or "Substitution" shall be subject to the prior written approval of DFD.
- C. Material, equipment, or processes offered for use as an "Equal" or "Substitution" may be proposed by the General Prime Contractor in writing. Such proposals shall guarantee the proposed "Equal" or "Substitution" to be capable of

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performing the duties of the originally specified material, equipment, or process. DFD shall respond to any such proposal as soon as practicable, but in no case later than seven (7) working days after receipt of such proposal.

- D. It shall be the sole responsibility of the General Prime Contractor to provide all documentation, regardless of type or quantity, to clearly establish the qualifications of items proposed as "Equals" or "Substitutions" under this Article 17. If the value of the "Equal" or "Substitution" is less than the item specified in the Contract Documents, then an equitable reduction of the price of the Contract shall be made.
- E. When "Equals" or "Substitutions" are approved by DFD and incorporated into the Project by the General Prime Contractor, all costs incurred to 1) correct deficiencies in items, 2) provide for installation or hookup, or 3) to achieve performance specified in the Contract Documents, will be borne by the General Prime Contractor.
- F. Any substitute material or equipment installed by the General Prime Contractor without approval of DFD shall be subject to immediate removal and all costs required to conform to the Contract Documents shall be borne by the General Prime Contractor.
- G. The General Prime Contractor shall assume all liability and responsibility for any changes in the Work or additional Work required to accommodate use of proposed and approved "Equals" or "Substitutions." DFD's approval of such "Equals" or "Substitutions" does not relieve the General Prime Contractor from the obligation to pay all additional costs resulting from their inclusion in the Work, even if additional costs or Work become apparent after execution of the change or installation of the "Equal" or "Substitution." The General Prime Contractor's liability shall include payment of any additional costs incurred by the State, made necessary by, or directly connected to, such changes.

18. CHANGES IN THE WORK

- A. Except in cases of emergency, no changes in the Work required by the Contract Documents may be made by the General Prime Contractor without having prior approval of DFD.
- B. DFD may at any time, without invalidating the Contract and without Notice to Sureties, order changes in the Work by written Change Order or Field Order. Such changes may include additions and/or deletions.
- C. Where DFD desires to make changes in the Work through use of written Change Order, the following procedures shall apply:
 - 1. If requested by DFD, the General Prime Contractor shall prepare and submit a detailed proposal, including all cost and time adjustments to which the General Prime Contractor believes it will be entitled if the change proposed is incorporated into the Contract. DFD shall be under no legal obligation to issue a Change Order for such proposal;
 - 2. The parties shall attempt in good faith to reach agreement on the adjustments needed to the Contract to properly incorporate the proposed change(s) into the Work. In the event that the parties agree on such adjustments, DFD may issue a Change Order and incorporate such changes and agreed to adjustments, if any;
 - 3. In some instances, it may be necessary for DFD to authorize Work or direct changes in Work for which no final and binding agreement has been reached and for which unit prices are not applicable. In such cases the following shall apply:
 - a. Upon written request by DFD, the General Prime Contractor shall perform the proposed Work;
 - b. The cost of such changes shall be determined in accordance with subparagraph 18.I.3..
 - c. In the event agreement cannot be accomplished as contemplated herein, DFD may authorize the Work to be performed by State forces or to hire others to complete the Work. Such action on the part of the State shall not be the basis of a claim by the General Prime Contractor for failure to allow it to perform the changed Work.

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- D. Where changes in the Work are made by DFD through use of a Field Order, the General Prime Contractor shall as soon as practicable, and in no case later than ten (10) working days from the receipt of such order, unless another time period has been agreed to by both parties, give DFD written Notice, stating:
1. The date, circumstances and source of the Field Order; and,
 2. The cost of performing Work described by such Order, if any; and,
 3. Effect of the order on the required completion date of the Project, if any.
- E. The giving of each Notice by the General Prime Contractor as prescribed by this Article 18, shall be a CONDITION PRECEDENT to liability of the State for payment of any additional costs incurred by the General Prime Contractor in implementing changes in the Work. Under this Article 18, no order or statement of the State shall be treated as a Change Order, or shall entitle the General Prime Contractor to an equitable adjustment of the terms of this Contract or damages for costs incurred by the General Prime Contractor on any activity for which the Notice was not given.
- F. In the event Work is required due to an emergency as described in Article 7.B., the General Prime Contractor must request an equitable adjustment as soon as practicable, and in no case later than ten (10) working days of the commencement of such emergency.
- G. All General Prime Contractor requests for equitable adjustment shall be submitted to DFD's Project Representative in written form. Such requests shall set forth with specificity the amount of and reason(s) for the proposed adjustment and shall be accompanied by supporting information and documents. The review, resolution, and payment of such requests shall be governed by Article 30.
- H. No adjustment of any kind shall be made to this Contract, if asserted by the General Prime Contractor for the first time, after the date of final payment.
- I. When DFD makes changes in the Work through written Change Order or Field Order, an amount to be added to or deducted from the Contract shall, at the sole discretion of DFD, be calculated using one of the following methods:
1. By unit prices stated in the Contract Documents or subsequently agreed upon by DFD and the General Prime Contractor; or
 2. By a lump sum agreed upon by the General Prime Contractor and DFD, which includes and is limited to the following:
 - a. **LABOR:** Actual labor rate includes the base rate, taxes, insurance and fringe benefits required by agreement or custom. Unit labor is the labor time anticipated to be expended to install the corresponding unit of actual materials, as taken from the appropriate column of a DFD pre-approved current national manual of labor units. Labor cost is the labor hours approved by DFD multiplied by the DFD pre-approved composite hourly labor rates;
 - b. **MATERIAL:** Actual material cost is the amount paid or to be paid by the General Prime Contractor for materials, supplies and equipment entering permanently into the Work, including cost of transportation and applicable taxes. This cost shall be substantiated by the Vendor/Supplier's verified invoices/quotes or by using a DFD approved current national pricing service, lowest column price, multiplied by 0.75. The cost shall not exceed the usual and customary cost for such items available in the geographical area of the project. DFD shall have the option of using either or both methods of substantiation to determine the cost to be used;
 - c. **LARGE TOOLS AND MAJOR EQUIPMENT:** Large tools and major equipment are those with an initial cost greater than \$1,000, whether from the General Prime Contractor or other sources. Allowable rental rate is the lesser of the General Prime Contractor's actual rental schedule pre-approved by DFD or a DFD-approved nationally accepted manual of equipment rental rates, lowest column price, multiplied by 0.75. The rental rate shall not exceed the usual and customary amount for such items available in the geographical area of the project. Tool and equipment use time allowed is only for the

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extra Change Order work. Rental cost is the above tool and equipment time approved by DFD multiplied by the DFD pre-approved rental rates also described above. When large tools and equipment needed for Change Order work are not already at the job site, the actual labor cost to get them there is also reimbursable;

- d. BOND COST: The cost is the actual rate paid for the performance and payment bonds;
- e. SUBCONTRACTOR COSTS: Subcontractor costs (including MEP Subcontractor and Non-MEP Subcontractor costs) are for those subcontracted specialties required to complete the Change Order work, with maximum markups as outlined hereinafter;
- f. OVERHEAD AND PROFIT ALLOWANCE: The maximum allowable markup for overhead and profit markup on Change Order proposals shall not exceed 15 percent total. The General Prime Contractor markup of change order work done by Subcontractors shall not exceed 7 ½ percent. When the value of a Change Order proposal exceeds \$30,000, a declining scale will be used to negotiate the allowable combined overhead and profit margin. Where Change Order proposals involve a credit only, a reasonable allowance for overhead and profit are properly included as part of the downward adjustment for a deductive change exceeding \$15,000. The amount of such allowance is subject to negotiation.
- g. EXCLUSIONS: All other Change Order expenses are part of the overhead and profit allowance which are not reimbursable as separate items and include the following:
 - (1) CHANGE ORDER PREPARATION: All costs associated with the processing of the Change Order are included in the overhead and profit allowance;
 - (2) DESIGN, ESTIMATING, AND SUPERVISION: All such efforts, unless specifically requested by DFD as additional Work to be documented as a Change Order proposal or portion thereof, is included in the overhead and profit allowance;
 - (3) INSTALLATION LAYOUT: The layout required for the installation of material and equipment, and installation design, is the responsibility of the General Prime Contractor and is included in the overhead and profit allowance;
 - (4) SMALL TOOLS AND SUPPLIES: The cost of small hand tools with an initial cost of \$1,000 or less, along with consumable supplies and expendable items such as drill bits, saw blades, gasoline, lubricating or cutting oil, and similar items, is included in the overhead and profit allowance;
 - (5) GENERAL EXPENSE: The general expense, which is those items that are a specific job cost not associated with direct labor and material, is included in the overhead and profit allowance;
 - (6) RECORD DRAWINGS: The preparation of record or as-built drawings required is included in the overhead and profit allowance;
 - (7) OTHER COSTS: a) All association dues, assessments, and similar items are included in the overhead and profit allowance. b) All education, training, and similar items are included in the overhead and profit allowance. c) All drafting and/or engineering, unless specifically requested by DFD as additional Work to be documented as a Change Order proposal or portion thereof, is included in the overhead and profit allowance. d) All other cost items such as, but not necessarily limited to, review, coordination, estimating, and expediting, relative to Change Order proposals, are associated with field and office supervision and are included in the overhead and profit allowance.
- 3. By segregating the cost for Work performed and monitoring such costs. These costs shall be recorded daily, reported as a part of the General Prime Contractor's daily report procedure, and certified by DFD's Project Representative. Such costs shall be limited to those identified in subparagraph 18.I.2., except that actual rather than estimated labor expended and material installed shall be used in determining the cost adjustment.
- J. The General Prime Contractor shall provide DFD with costs for all proposed Change Orders as outlined in the "Procedures for the Change Order Proposal" document, to be provided by DFD to the General Prime Contractor at the Pre-construction meeting. Typical labor rates to be used shall be provided by the General Prime Contractor to DFD no later than submittal of the first payment request.

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- K. The completion date is determined by DFD. The schedule, however, is the responsibility of the General Prime Contractor. Time extensions for extra Work will be considered when a schedule analysis shows that the Change Order places the Work beyond the completion date stated in the Notice To Proceed. Unless the cumulative time extensions for extra Work places the Work beyond the original completion time specified in the Instructions to Bidders, all extended overhead costs are included in the overhead and profit allowance. If significant scope changes occur which places the extra Work beyond the original completion time specified in the Instructions to Bidders, actual additional costs will be considered in accordance with Article 30, CLAIMS.

19. REPORTS, RECORDS AND DATA

- A. The General Prime Contractor shall submit to DFD's Project Representative daily Work activity reports for each day on which Work is performed by any employee or entity for which the General Prime Contractor is responsible. Such reports shall include all relevant data concerning the progress of Work activities the General Prime Contractor and Subcontractors are responsible for and the effect of that activity on the time of performance of the Contract or the cost thereof.
- B. Daily Work activity reports shall be completed and signed by the General Prime Contractor's Job Superintendent or other on-site representative authorized by the General Prime Contractor to make such reports, who shall be personally responsible for assuring that each such report is current, accurate and complete. The signature of the General Prime Contractor's representative shall constitute a warranty to DFD that, after suitable inquiry, to the best of their knowledge and belief, all such data is current, accurate and complete as of the date of the report.
- C. The General Prime Contractor shall submit to DFD's Project Representative schedules of quantities and costs, progress schedules, wage rates, reports, estimates, invoices, records and other data as DFD may request concerning Work performed or to be performed under this Contract if DFD determines such information is needed to substantiate Change Order proposals, claims, or to resolve disputes.

20. NOTICE REQUIREMENTS

- A. Except as otherwise expressly provided in the Contract Documents, all notices, demands and other communications that are required to be made or delivered to DFD shall be signed by or on behalf of the General Prime Contractor, and shall be deemed fully made and effective immediately upon presentation to DFD's Project Representative or the deposit thereof in the United States mail, postage prepaid and addressed to DFD's Project Representative.
- B. The General Prime Contractor's presentation to DFD's Project Representative or mailing of such Notice to DFD's Project Representative is a CONDITION PRECEDENT to any liability of DFD for any actual or alleged breach of DFD's contractual obligations hereunder. The General Prime Contractor's failure to give such written Notice in the manner and time prescribed by the Contract Documents shall result in the waiver of any and all claims, demands and causes of action that the General Prime Contractor may have against DFD arising from or in connection with the actual or alleged breach.

21. TIME FOR COMPLETION OF THE PROJECT

- A. It is hereby understood and mutually agreed, by and between the General Prime Contractor and DFD that the time for completion of the Work required by the Contract Documents is an ESSENTIAL CONDITION of this Contract.
- B. The General Prime Contractor agrees that the Work required by the Contract Documents will be prosecuted regularly and diligently at a rate of progress that will ensure its full completion within the time specified in the Contract Documents. It is expressly understood and agreed, by and between the General Prime Contractor and DFD, that the specified time period for completion of the Work described in the Contract Documents is a reasonable time for the completion of the Work, taking into consideration the average weather conditions and usual industrial conditions prevailing in the locality in which the Work is to be completed.
- C. When events occur which, in the opinion of the General Prime Contractor, prevent completion of the Project within the time period allowed by the Contract Documents, the General Prime Contractor shall request an extension of the specified time for completion. Such request shall include the reasons for delay, the amount of time extension being

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requested, and any cost(s) associated with the delay. All such requests shall be made in writing and delivered to DFD's Project Representative within ten (10) working days from the beginning of such delay, or within ten (10) working days from the time when the circumstance with potential for delay becomes reasonably known to the General Prime Contractor, whichever is earlier. DFD shall act on such requests as soon as practicable and notify the General Prime Contractor of DFD's decision.

- D. If any activity is delayed, or anticipated to be delayed, thereby delaying the completion of the entire Project, the General Prime Contractor shall have the right to take action as may be necessary to recapture any delay. Such action shall include, but not be limited to:
 - 1. Increase in staffing
 - 2. Increase in shifts, hours of Work, or number of days of Work
 - 3. Use of available float
 - 4. Changing the sequence of Work activities
- E. Costs caused by delays or improperly timed activities shall be borne by the party responsible therefor, and Change Orders, as deemed appropriate by DFD, shall be issued in accordance with Article 18 of these General Conditions.
- F. Costs for acceleration of Work activities to allow completion of the Project in less time than that allowed by the Contract Documents shall be borne by the party requesting such acceleration or early completion. No claim for delay shall be valid against DFD for compensation for delayed completion which extends completion beyond the early finish date, but which does not continue beyond the stated time for completion as set forth in the Contract.
- G. Where abnormal weather conditions may have substantially contributed to the delay of Project completion, such determination shall only be made by DFD upon written request by the General Prime Contractor, and by comparing the total season in which such weather occurs with the average of the previous five years. Where DFD determines that weather has substantially delayed Work, thereby delaying completion of the Project within the time specified in the Contract Documents, DFD shall extend the allowable time for completion an amount equal, in the opinion of DFD, to the delay caused by such weather conditions. Extension(s) in the allowable time for completion, when granted by DFD as a result of abnormal weather conditions, shall not be cause for any request for additional compensation by the General Prime Contractor.
- H. Where, under the Contract, DFD extends the amount of time specified for completion of the Project, the new time limit fixed by such extension shall be the essence of this Contract.
- I. Time extensions and associated adjustments in the Contract Documents which are implemented by, or based on Change Orders and Field Orders for which an overhead allowance would otherwise be permitted hereunder, shall not include any allowance for extended and unabsorbed overhead costs.
- J. Permitting the Work or any part of it to continue after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of DFD, of any of DFD's rights under the Contract or a waiver of any default by the General Prime Contractor.
- K. If the General Prime Contractor fails to complete the Work within the time specified in the Contract and such failure is due to reasons which were not beyond the reasonable control of the General Prime Contractor or if the General Prime Contractor fails to complete the Work within the time specified in the Contract and fails to make the written request as provided for in Paragraph 21(C), then in any such event the General Prime Contractor shall pay to DFD actual damages. When such damages can be reasonably predetermined, the amount will be indicated in the Supplementary General Conditions.
- L. If DFD terminates the Contract, or suspends or stops Work in accordance with Paragraphs 28.B. or 29.A. due to the fault of the General Prime Contractor, the damages described in Paragraph 22.M shall be assessed for each day (or any part thereof) such Work is stopped on the Project. If DFD does not elect to terminate the Contract or to suspend or stop the Work, the damages shall be assessed for each day of delay in Substantial Completion.

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- M. Nothing contained herein shall be construed as limiting the right of the State to recover actual damages sustained as a result of any delay by the General Prime Contractor which exceed the amounts specified in the Supplementary General Conditions.
- N. DFD may, at its discretion, waive damages due the State, or any portion thereof.

22. USE AND POSSESSION PRIOR TO COMPLETION

- A. DFD shall have the right to authorize possession or use of any completed or partially completed part of the Work. Before the State takes possession or uses any part of the Project:
 - 1. DFD and the General Prime Contractor shall prepare a list of items of Work remaining to be performed or corrected on those portions of the Project that the State intends to take possession of or use;
 - 2. Failure to include on this list any item of Work clearly required to be performed by the General Prime Contractor shall not relieve the General Prime Contractor of responsibility for complying with the terms of the Contract;
 - 3. The State's possession or use shall not be deemed an acceptance of any Work under the Contract Documents.
- B. While the State has such possession or use, the General Prime Contractor shall be relieved of the responsibility for loss or damage to the Work resulting from the State's possession or use.

23. SUBSTANTIAL COMPLETION

- A. Prior to the General Prime Contractor's request for final inspection by DFD, the General Prime Contractor shall conduct an inspection to determine if building systems are functional, Work activities complete, and the Work product is in strict accordance with the requirements of the Contract Documents. If, in the course of this inspection, items are identified which are in need of repair, replacement, correction, or completion, the General Prime Contractor shall make every attempt to complete or correct those items prior to any request for DFD inspection of the Work or Certification of Substantial Completion.
- B. When the General Prime Contractor considers that the Work, or a designated portion thereof, is Substantially Complete, the General Prime Contractor shall provide written Notice and Request for Inspection to DFD. Such Notice shall include a list of all known incomplete and non-conforming work along with a schedule for completing each item as appropriate. Upon the receipt of the General Prime Contractor's Notice, DFD will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If, during such inspection, DFD identifies items not complete, in need of correction, replacement, or otherwise not in accordance with the requirements of the Contract Documents, the General Prime Contractor shall complete or correct such items. After completion of such punch list items, the General Prime Contractor may request subsequent inspection by DFD.
- C. When in the judgment of DFD the Work, or designated portion thereof is Substantially Complete, DFD will prepare a Certificate of Substantial Completion, establishing the responsibilities of the State and General Prime Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance.
- D. Where items have been identified which are not complete or are in need of correction DFD may, at its sole discretion declare the Work, or designated portion thereof Substantially Complete, noting such deficiencies. In such case, the Certificate of Substantial Completion shall fix the time within which the General Prime Contractor shall finish all items not completed or corrected.
- E. At the time DFD declares the Work or designated portion thereof Substantially Complete, the General Prime Contractor may request payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

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24. FINAL COMPLETION AND FINAL PAYMENT

- A. Prior to Request for Final Payment, the General Prime Contractor shall provide a Certification that all debts and claims against this Project have either been paid in full or otherwise satisfied and give final evidence of release of all liens against the Project, the State, and all proceeds payable hereunder. The General Prime Contractor shall certify upon such payment request that the data contained therein is current, accurate, and complete. General Prime Contractor shall permit, if requested by DFD, the final inspection to be jointly conducted by the General Prime Contractor and DFD's Project Representative. The General Prime Contractor shall give Notice at least 72 hours in advance of the time set for final inspection.
- B. Upon completion of the project and before receiving final payment for work on the project, the General Prime Contractor shall file with DFD an affidavit stating that the General Prime Contractor has complied fully with Section 103.49(4r) Wis. Stat. and that the General Prime Contractor has received an affidavit from each of the General Prime Contractor's agents, MEP Subcontractors, and Non-MEP Subcontractors stating that they also have complied fully with Wis. Stat. § 103.49(4r).
- C. As a CONDITION PRECEDENT to Final Payment, all corrective action to remedy deficiencies in the Work required by Contract Documents and Work identified on the punch list must have been completed. In addition, where required by Contract Documents, all training of the user agency's staff in the proper operation and maintenance of the Work shall have been completed, Operating and Maintenance Manuals and Instructions as well as drawings marked up to reflect "as built" conditions must have been transmitted to DFD's Project Representative, and all Warranty certificates signed and presented for DFD acceptance.
- D. When to the satisfaction of DFD the Work has been completed, and is of the quality required by the Contract Documents, DFD may authorize payment of all sums then due the General Prime Contractor. Receipt of the final payment, as provided for herein shall constitute a waiver of any and all claims against the State arising out of, under, or incident to the Work performed under the Contract.
- E. If the General Prime Contractor fails to submit a Request for Final Payment or make satisfactory arrangements with DFD within thirty (30) calendar days of notification, no further payments will be made and the Contract will be closed. The last Request for Certification for Payment will be considered the Final Payment under the terms and conditions of the Contract.
- F. The authorizing of Final Payment by DFD shall constitute the final acceptance of the Work but shall not constitute a waiver of any claims by DFD including, but not limited to the following:
 - 1. Outstanding lien claims or claims for liens;
 - 2. Defective Work which was specifically identified before the making of final payment;
 - 3. Defects which result from the General Prime Contractor's failure to perform the Work in strict accordance with the Contract Documents;
 - 4. Any warranty or guarantee required by the Contract Documents;
 - 5. Any other right surviving the State as to which the General Prime Contractor was specifically given notice before or during the final inspection and final payment process;
 - 6. Rights surviving to the State as a matter of law.

25. WARRANTIES

- A. The General Prime Contractor Warrants to DFD that all materials and supplies used in the Work are free from all liens, claims, or encumbrances, and good title to materials and supplies is retained by the General Prime Contractor and shall be conveyed to DFD on or before the date of Substantial Completion.

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- B. The General Prime Contractor Warrants to DFD that all materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- C. Printed, signed copies of Manufacturer's warranties, which are required by the Contract Documents, shall be presented to DFD prior to approval of final payment.
- D. All warranties, including manufacturer's warranties and General Prime Contractor warranties, shall take effect on the date of Substantial Completion and shall remain in effect for a period of one (1) year thereafter, unless Contract Documents specifically require a different warranty period.
- E. If any part of the Work is declared Substantially Complete by DFD, and the user agency takes possession of that portion of the Work before completion of the entire Project, the warranty for that portion of the Work shall continue for a period of one (1) year from the date of Substantial Completion for that portion of the Work, unless Contract Documents specifically require a different warranty period.
- F. The General Prime Contractor shall remedy, at the General Prime Contractor's expense, any defect in the Work. In addition, the General Prime Contractor shall remedy, at the General Prime Contractor's expense, any damage to State owned or controlled real or personal property, when the damage is the result of:
 - 1. The General Prime Contractor's failure to conform to Contract Document requirements; or
 - 2. Any defect in equipment, material, Workmanship, or design furnished by the General Prime Contractor or Subcontractors regardless of tier.
- G. The General Prime Contractor shall warrant any Work restored or replaced due to damage caused in fulfilling the terms and conditions of this Article 25, or during performance of any Work required by the Contract Documents. The General Prime Contractor's warranty with respect to Work repaired or replaced will run for one (1) year from the date of Substantial Completion of said repair or replacement.
- H. DFD shall notify the General Prime Contractor, in writing, within a reasonable time after discovery of any failure, defect, or damage.
- I. If, after the receipt of Notice of a claim under this warranty, the General Prime Contractor fails to remedy any failure, defect, or damage within a time judged reasonable by DFD, DFD shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage, at the General Prime Contractor's expense.
- J. All warranties under this Contract or in any related to this contract, express or implied, shall be obtained for and shall be subject to direct enforcement by DFD. The General Prime Contractor shall provide in each subcontract, or other purchase agreement, for the assignment to DFD of all such warranties and for the right of enforcement by DFD. In addition, if necessary the General Prime Contractor shall:
 - 1. Obtain for the State's benefit all warranties that would be given in normal commercial practice;
 - 2. Require all warranties to be executed, in writing, for the benefit of the State, if so directed by DFD;
 - 3. Enforce all warranties for the benefit of the State, if directed to do so by DFD;
 - 4. Obtain for the State's benefit all warranties given by any Subcontractor, at any tier, if such warranty is in excess of the one (1) year warranty period set forth herein.
- K. Unless a defect is caused by the negligence of the General Prime Contractor or Subcontractors at any tier, the General Prime Contractor shall not be liable for the repair of any defects of material or design furnished by the State.
- L. This warranty shall not limit the State's rights under Articles entitled:

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1. Article 15 - "QUALITY CONTROL & INSPECTION"
 2. Article 26 - "PAYMENTS TO GENERAL PRIME CONTRACTOR"
 3. Article 27 - "PAYMENTS BY GENERAL PRIME CONTRACTOR"
- M. Defects in design or manufacture of equipment specified by DFD on a "Brand Name" basis shall not be included in this warranty. In this event, the General Prime Contractor shall require any Subcontractor manufacturers, or suppliers to execute their warranties, in writing, directly to DFD.

26. PAYMENTS TO GENERAL PRIME CONTRACTOR

- A. Payments to the General Prime Contractor under the Contract Documents will be made as provided for in Wis. Stat. § 16.855(19)(a), as the Work progresses on this Project. Payment requests will be processed monthly, except for special circumstances approved by DFD. The General Prime Contractor must perform all of the conditions required for payment and must have met the obligations which are necessary to qualify for any partial payments.
1. No General Prime Contractor whose Work is deficient or whose Work fails to conform to the quality standards set forth in the Contract Documents shall be entitled to interim, progress or partial payments;
 2. As a CONDITION PRECEDENT to entitlement to payment, the General Prime Contractor shall, at the request of DFD, submit satisfactory evidence to establish that the sum set forth in any application for payment represents the "Proportionate Value" of Work completed;
 3. The General Prime Contractor shall certify each request for payment as being a true, accurate, and complete statement of account as of the date on which the certificate was made, and that the stated sums are then earned and payable to the General Prime Contractor;
 4. The General Prime Contractor shall certify that it holds clear title to all property of every description which serves as the basis for the application for payment. General Prime Contractor warrants that title to any such property is being transferred to the State free and clear of all liens. If requested by DFD, the General Prime Contractor shall produce satisfactory evidence of transfer of title from suppliers and Subcontractors, including MEP Subcontractors or Non-MEP Subcontractors, to the General Prime Contractor, without reservation, or with adequate waiver of lien. These payments may include any fabricated or manufactured materials and components specified, previously paid for by General Prime Contractor and delivered to the site, properly stored, and suitable for incorporation into the Work embraced in the Contract;
 5. All material and Work, title to which has been transferred to the State as a result of the making of a partial payment, shall become the sole property of the State. Nothing in this Article shall be construed as relieving the General Prime Contractor from the risk of loss or damage to any such property. The General Prime Contractor shall have the sole responsibility for obtaining proper insurance on, as well as the responsibility for the care and protection of materials and Work upon which payments have been made. The General Prime Contractor shall be responsible for the restoration of any damaged Work. Nothing herein shall operate as a waiver of the rights of DFD to require fulfillment of all of the terms of the Contract.
 6. As soon as possible after the notice to proceed is received, the General Prime Contractor shall submit to DFD's Project Representative a cost breakdown of the proposed values for work to be performed, as prescribed by the Contract Documents and in the detail requested by DFD. The cost breakdown items shall reflect actual work progress stages as closely as feasible which, if approved by DFD, will become the basis for construction progress payments.
- B. All requests for payment shall be submitted to DFD's Project Representative. To expedite payment of sums due under the Contract, the General Prime Contractor and DFD's Project Representative shall, where possible, jointly review any such request for payment at the site, inspecting the Work, if necessary to determine the validity of the request or modifications to the request which are necessary to accurately represent the value of Work completed in accordance with the Contract Documents.

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- C. The General Prime Contractor shall furnish any and all accounting records requested by DFD to validate all or any part of any request for payment. The General Prime Contractor shall maintain these accounting records for a period of three (3) years from the date DFD authorizes final payment.
- D. For the purposes of this Article 26, requests for payment may include any fabricated or manufactured materials or components specified, previously paid for by the General Prime Contractor and delivered to the Work site, or properly stored and suitable for incorporation in the Work embraced in the Contract Documents. The General Prime Contractor shall identify the method of storage for such materials and shall complete an "Off-site Storage Agreement" form which is available from DFD. Proper evidence of insurance shall be presented to protect the interest of the State. If payment is intended to be requested for any off-site storage items, such items shall be listed as separate lines in the request and certification for payment, cost breakdown.
- E. If separate prices are set forth in the Contract Documents for identifiable items of Work, payment for such prices shall be made at the time of completion of those items of Work. Payment under this Paragraph (E) shall be an interim payment until the time of Final Payment and acceptance of the Work by DFD.
- F. As the work progresses under the general prime contract for construction of a project the department, from time to time, shall grant to the General Prime Contractor an estimate of the amount and proportionate value of the work properly completed, which shall entitle the contractor to receive the amount, less the retainage, from the proper fund. The retainage shall be an amount equal to not more than 5% of the estimate until 50% of the work has been completed. At 50% completion, no additional amounts shall be retained, and partial payments shall be made in full to the contractor unless the department certifies that the job is not proceeding satisfactorily. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained shall be paid to the General Prime Contractor, less the value of any required corrective work or uncompleted work. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by General Prime Contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract.

Nothing herein shall preclude DFD from deducting from any request for payment such amounts as will properly represent the value of Work which fails to meet the quality standards of the Contract Documents or which the General Prime Contractor fails to complete.

- G. In the event DFD receives Notice from any person, Subcontractor, or other third party, that the Contractor has failed to pay such person(s) for Work performed in accordance with the Contract Documents, the Contractor shall, at the request of DFD, and in no more than 10 calendar days, provide all documentation DFD believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event DFD determines the claim to be valid and payment is due, or in the absence of aforementioned documentation, DFD may authorize direct payment of any unpaid bills, withholding from the General Prime Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory documentation is furnished that all liabilities have been fully discharged or reasons for non-payment of disputed amounts are provided by the General Prime Contractor. In no event shall these provisions be construed to impose any obligations upon the State to either the General Prime Contractor or the General Prime Contractor's Surety.
- H. In paying any unpaid bills of the General Prime Contractor relating to the Work, the State shall be deemed the agent of the General Prime Contractor, and any payment so made by the State shall be considered as a payment made under the Contract by the State to the General Prime Contractor for its account and the State shall not be liable to the General Prime Contractor for any such payment made in good faith.
- I. The General Prime Contractor agrees to indemnify and hold the State harmless from all claims growing out of lawful demands of Subcontractors (including MEP Subcontractors and Non-MEP Subcontractors), laborers, Workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance the Work required by Contract Documents.
- J. The General Prime Contractor shall, at DFD's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived.

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27. PAYMENTS BY GENERAL PRIME CONTRACTOR

- A. Please see Article 12 for specific information regarding Prompt Payment from General Prime Contractors to MEP Subcontractors and the specific Prompt Payment clause that must be inserted into the contract between General Prime Contractors and MEP Subcontractors.
- B. Not more than seven (7) calendar days following the receipt of each Payment authorized by DFD, the General Prime Contractor shall make payment to each and every person, Subcontractors, (including MEP Subcontractors, and Non-MEP Subcontractors), or entity who furnished goods or services for the progress of the Work on the Project, the value of which goods or services were included in the General Prime Contractor's "Request and Certification for Payment" under Article 26 of the General Conditions, or who by law or Contract payment is due upon the receipt of the payment most recently received from the State. The General Prime Contractor shall insert a provision in all subcontracts requiring payment in the manner herein specified. The General Prime Contractor shall also require Subcontractors to include a like provision in all contracts with their subcontractors or suppliers, regardless of tier.
- C. Upon request of DFD, satisfactory evidence of payment under this Article 27 shall be furnished to DFD forthwith.
- D. Please see Article 12 for specific information regarding retainage on contracts between General Prime Contractors and MEP Subcontractors. In short, retainage on an MEP Subcontract shall occur and be in amounts and on a schedule equal to the retainage schedule in the contract between the General Prime contractor and the State.
- E. Nothing herein shall preclude the General Prime Contractor from deducting from any request for payment such amounts as will properly represent the value of Work which fails to meet the quality standards of the Contract Documents or which the MEP Subcontractor fails to complete.

28. DFD'S RIGHT TO SUSPEND, CORRECT, OR COMPLETE WORK

- A. DFD may order the General Prime Contractor, in writing, to suspend or delay all or any part of the Work of the General Prime Contractor for the period of time that DFD determines appropriate for the convenience of the State.
 - 1. If the General Prime Contractor determines that the cost of the Work is altered by such suspension, or the time for completion of such Work is altered or delayed, the General Prime Contractor shall provide Notice to DFD of any such costs or delay;
 - 2. Such Notice shall be made within ten (10) calendar days of the order to stop or suspend Work;
 - 3. Provision of such Notice to DFD shall be a CONDITION PRECEDENT to any State liability for increased costs, delay, or time extension.
- B. In the event that any of the Work in progress, or Work already completed by the General Prime Contractor, Subcontractors, including MEP Subcontractors, or Non-MEP Subcontractors, is determined by DFD to be of substandard quality, defective, or otherwise in violation of requirements of the Contract Documents, or in the event that the General Prime Contractor fails or refuses to complete Work required by the Contract Documents, DFD may serve written Notice upon the General Prime Contractor requiring that corrective action be taken by the General Prime Contractor to remedy, correct, complete, or replace such Work.
 - 1. The General Prime Contractor shall have ten (10) calendar days after the serving of such Notice within which to take corrective action or to make arrangements judged satisfactory by DFD for the corrections to be made. The Contract shall terminate in accordance with the provisions of Paragraph 29.A. of the General Conditions if corrective action is not taken or other arrangements, judged satisfactory by DFD, are not made by the General Prime Contractor;
 - 2. If the General Prime Contractor fails within the ten (10) calendar day period after receipt of written Notice to commence and continue correction of such default or neglect with diligence and promptness, DFD may order the General Prime Contractor to stop the Work or any portion thereof until the cause for such order has been

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eliminated. DFD may then, without prejudice to other remedies DFD may have, correct such deficiencies through whatever means necessary;

3. The cost of any corrective action, replacement, or repair shall be chargeable to the General Prime Contractor and its Surety. In such cases DFD may deduct from payments then or thereafter due the General Prime Contractor the cost of correcting such deficiencies, compensation for the State's additional services, and expenses made necessary by such default, neglect, or failure. Such action by the State shall not prevent the State from recovery of other damages or penalties sustained as a result of the General Prime Contractor's default or neglect. If payments then or thereafter due the General Prime Contractor are not sufficient to cover such amounts, the General Prime Contractor and its Surety shall pay the difference to the State;
 4. If, after suspension of the Work, it is determined that the General Prime Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the State under Paragraph 29.B.
- C. The right of DFD to stop or suspend the Work shall not give rise to a duty on the part of DFD to exercise this right for the benefit of the General Prime Contractor or any other person or entity.
- D. DFD may exercise any and all rights or remedies provided for herein, by law or in equity, either concurrently or singly in its sole discretion.

29. DFD'S RIGHT TO TERMINATE CONTRACT

- A. In the event that any of the provisions of this Contract, including time for completion, are violated by the General Prime Contractor, DFD may serve written Notice upon the General Prime Contractor and the Surety of its intention to terminate this Contract, including the reasons for such intention to terminate. The General Prime Contractor shall have ten (10) calendar days after the serving of such Notice within which to cease the default or violation, to take corrective action, or to make arrangements judged satisfactory by DFD for the corrections to be made. Contract shall terminate upon expiration of the said ten (10) calendar day period if corrective action is not taken by the General Prime Contractor.
1. In the event of termination of the Contract, DFD shall immediately serve Notice thereof upon the Surety and the General Prime Contractor, and the Surety shall have the right to take over and perform the Contract subject to DFD's approval;
 2. The Surety shall take over and perform the Contract without need for further agreement with DFD. All Subcontractors shall be subject to approval of DFD in accordance with Article 11. DFD will not consider a General Prime Contractor or a subsidiary of a General Prime Contractor whose contract was terminated as a qualified, responsible Subcontractor.
 3. Within ten (10) calendar days after the serving of such Notice of termination, the Surety shall provide DFD with a comprehensive plan for completion of the Work required by the Contract Documents. Such plan must include performance of the Work within a time period acceptable to DFD. In the absence of such a plan, DFD may take possession of materials, appliances, and facilities as may be on the site of the Work, and complete the Work by whatever means necessary;
 4. All costs for completion of the Work and any additional damages sustained by the State thereby shall be at the expense of the General Prime Contractor and its Surety.
- B. Notwithstanding any contrary provision of the Contract or these General Conditions, DFD shall also have the right, exercisable by it in its sole discretion, to terminate this Contract at any time without cause following the expiration of thirty (30) calendar days after written Notice to the General Prime Contractor. In such event, the General Prime Contractor shall be paid for all Work performed to the effective date of termination, and any "Reimbursable Expenses" outstanding as of the date of termination. The term "Reimbursable Expenses" shall include the cost of personal property or materials which meet requirements of the Contract Documents and have been purchased by the General Prime Contractor for incorporation into the Work but not yet incorporated therein; lease payments due to an unaffiliated third party lessor for equipment provided to the Project, where the lease term extends beyond the

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termination date of this Contract and the General Prime Contractor is unable to terminate said lease; and other costs approved by DFD. Reimbursable Expenses do not include lost profits or payments due to Subcontractors, including MEP Subcontractors or Non-MEP Subcontractors for any period of time subsequent to termination of the Contract. Upon payment of the Reimbursable Expenses, the General Prime Contractor shall deliver to the State any materials or personal property for which said payment has been made.

- C. The right of DFD to terminate the Contract shall not give rise to a duty on the part of DFD to exercise this right for the benefit of the General Prime Contractor or any other person or entity.
- D. DFD may exercise any and all rights or remedies provided for herein, by law or in equity, either concurrently or singly in its sole discretion.

30. CLAIMS

- A. The General Prime Contractor shall be barred from asserting or pursuing any claims, demands, and causes of action against the State unless the General Prime Contractor complies with the following requirements:
 - 1. First, the General Prime Contractor shall present its claim to DFD's Project Representative who shall have twenty-one (21) calendar days after presentation of the claim to act thereon or notify the General Prime Contractor in writing of the additional time required for such action if greater than the aforementioned twenty-one (21) day period. Failure by DFD's Project Representative to so act within the aforesaid period of time shall constitute a rejection of the General Prime Contractor's claim;
 - 2. If the General Prime Contractor's claim is rejected by DFD's Project Representative, the General Prime Contractor may appeal it in writing to the Administrator of Division of Facilities Development. Any such appeal shall be made within twenty-one (21) calendar days after it is rejected by DFD's Project Representative. If no such appeal is made, the decision of DFD's Project Representative shall become final and binding and the General Prime Contractor shall waive its right to pursue the claim further;
 - 3. If the General Prime Contractor files a timely appeal of the decision of DFD's Project Representative, the Administrator of the Division of Facilities Development shall act on the General Prime Contractor's claim within fourteen (14) calendar days or notify the General Prime Contractor in writing, of the time required for such action if greater than the aforementioned fourteen (14) day period. Failure by the Administrator of the Division of Facilities Development to so act within the aforesaid period of time shall constitute a rejection of the claim;
 - 4. If the General Prime Contractor's claim is rejected by the Administrator of the Division of Facilities Development, the General Prime Contractor shall, as a CONDITION PRECEDENT to filing suit against the State, comply with the two-step claims resolution procedure set forth in Wis. Stat. §§ 16.007, 775.01.
- B. Any judicial action relating to the construction, interpretation, or enforcement of the Contract Documents including without limitation, the General Prime Contractor's claims, demands, and causes of action for additional construction costs, delay damages, and other amounts owed hereunder, shall be brought and venued in the Dane County Circuit Court in Madison, Wisconsin. The General Prime Contractor hereby consents to personal jurisdiction in that venue, and waives any defenses that the General Prime Contractor otherwise might have relating thereto.
- C. The General Prime Contractor hereby waives its right to a jury trial in connection with any judicial action or proceeding that may arise by and between the State and the General Prime Contractor concerning the construction, interpretation, or enforcement of the Contract Documents including, without limitation, any claims, demands, or causes of action that the General Prime Contractor hereafter may assert against the State for additional construction costs, delay damages, and other amounts.
- D. The General Prime Contractor shall proceed diligently with the performance of the Work, as directed by DFD, pending the final decision of DFD's Project Representative, the Administrator of the Division of Facilities Development, the State Claims Board, the Legislature, and any subsequent judicial action or appeal.

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- E. It is recognized by DFD and General Prime Contractor that performance of DFD's duties may require or cause the interruption or suspension of the Work for periods other than the reasonable time allowed under Article 28. In the event of such interruption or suspension, DFD and the General Prime Contractor shall negotiate in good faith in an effort to agree upon the additional construction costs and other amounts, if any, that shall be paid the General Prime Contractor because of the interruption or suspension of Work. Anything in the Contract Documents to the contrary notwithstanding, however, it is expressly understood and agreed that:
1. The total amount recoverable by and payable to the General Prime Contractor shall be limited to an amount equal to the sum of:
 - a. The additional construction costs and other amounts actually incurred by the General Prime Contractor because of DFD's actions and omissions; plus
 - b. A maximum overhead and profit allowance equal to fifteen (15) percent of the sum of additional construction costs and other amounts.
 2. Overhead costs for extended or unabsorbed overhead shall not be used as the basis for calculating or determining the amount of any additional construction costs or other amounts recoverable by or payable to the General Prime Contractor; and
 3. By entering into this Contract with DFD, the General Prime Contractor hereby waives any rights that it otherwise might have to pursue recovery of overhead costs for extended or unabsorbed overhead from DFD.
- F. DFD and the General Prime Contractor shall act in good faith to efficiently and fairly resolve claims and disputes arising under the Contract in order to avoid wherever possible, formal legal proceedings.

31. INSURANCE

- A. The General Prime Contractor shall not commence Work under this Contract until the General Prime Contractor has obtained all the insurance required under this Paragraph 31.A. Such insurance must be approved by DFD. The company providing the insurance must be lawfully authorized to do business in Wisconsin and/or be approved by DFD with a minimum A.M. Best rating of (A-). The General Prime Contractor shall provide the following insurance:
1. Worker's Compensation Insurance:
 - a. The General Prime Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors, including MEP Subcontractors and Non-MEP Subcontractors, to maintain, Worker's Compensation Insurance as required by State of Wisconsin Statutes and any applicable Federal Act coverage such as the Longshoremen's and Harbor Workers Act, the Jones Act or the Admiralty Act for all employees engaged in Work associated with the Project under this Contract. Minimum coverage is listed in paragraph 31.A.5.
 - b. The General Prime Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors, including MEP Subcontractors and Non-MEP Subcontractors, to maintain, Employer's Liability Insurance. Minimum coverage is listed in paragraph 31.A.5.
 2. Commercial General Liability Insurance and Excess Liability-Umbrella:
 - a. The General Prime Contractor shall maintain during the life of this Contract, and until two years after completion of this Contract, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Contract. Minimum coverage is listed in paragraph 31.A.5. Such coverage shall be of the "occurrence" type form.
 - b. The General Prime Contractor's Commercial General Liability and Umbrella Insurance shall apply to the provisions of indemnity obligations under Section 37 of these General Conditions.

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- c. Such Commercial General Liability coverage shall include employees of the General Prime Contractor as insureds.
 - d. The General Prime Contractor shall require Subcontractors to procure and maintain Commercial General Liability Insurance and Excess Liability equal to that required in subparagraph 31.A.2.a. The General Prime Contractor shall require each MEP Subcontractor to procure and maintain Commercial General Liability and Umbrella Insurance equal to that required in subparagraph 31.A.2.a. However, the General Prime Contractor may insure the activities of the Non-MEP Subcontractor(s) in the General Prime Contractor's policy. The General Prime Contractor's policy shall include coverage for Independent Contractors.
3. Auto Liability Insurance:
- a. The General Prime Contractor shall procure and shall maintain during the life of the Contract Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Contract. Minimum coverage is listed in paragraph 31.A.5.
 - b. The General Prime Contractor shall require each Subcontractor, including MEP Subcontractors and Non-MEP Subcontractors, to procure and maintain Commercial Auto Liability Insurance equal to that required in paragraph 31.A.3.a of the General Conditions.
4. The minimum required limits do not represent the coverage and limits necessary to protect the General Prime Contractor. The limits should not be construed in any way to limit the General Prime Contractor's liability to the State.

5. Minimum Limits Required:

TYPE	Limits
Commercial General Liability	\$1,000,000 General Aggregate (applies per project)
	\$1,000,000 Products Aggregate
	\$1,000,000 Personal Injury
	\$1,000,000 Each Occurrence
	\$50,000 Fire Damage
	\$5,000 Medical Expense Per Person
Automobile Liability	\$1,000,000 Combined Single Limit
Excess Liability Umbrella	\$5,000,000 Each Occurrence
	\$5,000,000 Aggregate

Worker's Compensation/Employers Liability Insurance

- 1. State: Statutory to all states the work is being performed;
 - 2. Federal: As Applicable;
 - 3. All Employees, partners, individuals, any managers on project site must be included for coverage.
6. The Commercial General Liability and Umbrella policies described in paragraph 31.A.2. of the General Conditions shall include the State as an Additional Insured as respects the activities carried out under this Contract. Additional coverage on the General Prime Contractor's Umbrella policy can be used to make up the required limits.
7. Proof of Insurance: The General Prime Contractor shall provide a certificate of insurance to DFD from a company lawfully authorized to do business in the State of Wisconsin indicating coverage is in place at the limits set forth in this Article. The insurer shall give DFD thirty (30) day notice of cancellation or changes in coverage. The insurance certificate shall be provided before commencement of the Contract. If the General Prime Contractor is self-insured, audited financial records will need to be provided that clearly demonstrate the

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

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financial ability to cover losses up to the limits of insurance required. The General Prime Contractor shall also be required to disclose deductibles or Self-Insured Retention's (SIR).

8. Commercial General Liability and Auto Liability carried under Article 31 shall contain a provision making it primary and non-contributory to any other coverage available to the State.
- B. The State shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Wisconsin, Builder's Risk insurance in the amount of, at least, the initial Contract sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis.
 1. Property Insurance shall include insurance for physical loss or damage to the Work, temporary buildings, and equipment or material consumed in the construction of the Work.
 2. Off-Site and Transit Coverage: Upon the request of the General Prime Contractor and written approval of DFD, the Property Insurance policy, subject to policy terms, definitions, and conditions, will provide a \$250,000 limit for materials and/or Work stored off the site or in transit. It is the General Prime Contractor's responsibility to insure materials and/or Work in excess of this amount. The State will not be responsible for materials or completed Work under the care, custody, and control of the manufacturer prior to delivery;
 3. Deductible: The property insurance shall be written with a deductible sum of no more than \$10,000 for each occurrence. If the Contract value is less than \$1,000,000 and the loss is attributable to the General Prime Contractor, a Subcontractor, including MEP Subcontractor or Non-MEP Subcontractor, a \$5,000 deductible per occurrence will apply. The risk of loss within the deductible amount will be borne by the General Prime Contractor;
 4. Loss of Use Insurance: The State, at DFD's option, may maintain such property insurance as will insure the State against loss of use of the State's property due to fire or other hazards, however caused. Except as set forth in section C.2. below, DFD waives all rights of action against the General Prime Contractor for loss of use of the State's property, including consequential losses due to fire or other hazards covered by the Property Insurance described in subparagraph 31.B.1
 5. Policy Review: A copy of the property insurance policy or policies may be obtained pursuant to the Public Records and Property Provisions of the Wisconsin State Statutes.
- C.
 1. The State and General Prime Contractor waive all rights against each other and shall require its insurers to waive any rights of subrogation or recovery, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article 31 or other property insurance applicable to the Work. The policies shall provide such waivers of subrogation by endorsement or otherwise, except as set forth in C.2. below. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise; did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged. This waiver shall be effective only to the extent any policy of insurance is not impaired thereby. This contract provision shall be incorporated into the contracts between the General Prime Contractor, MEP Subcontractors, and Non-MEP Subcontractors.
 2. DFD retains the right to subrogate against General Prime Contractor, Subcontractors including MEP Subcontractor and Non-MEP Subcontractor(s), up to \$1,000,000 per occurrence, for damage to property, including loss of use thereof, provided said property damage is to work performed by other parties and provided said General Prime Contractor's, Subcontractors' including MEP Subcontractors', and Non-MEP Subcontractors', negligence contributed in any way to said damage. This contract provision shall be incorporated into the contracts between the General Prime Contractor and Subcontractors, including MEP Subcontractors, and Non-MEP Subcontractors.

32. NONDISCRIMINATION/AFFIRMATIVE ACTION

- A. In connection with the performance of Work under this Contract, the General Prime Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex,

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

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physical condition, developmental disability as defined in Wis. Stat. §51.01(5), sexual orientation, national origin, or any other basis prohibited by law. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Except with respect to sexual orientation, the General Prime Contractor further agrees to take affirmative action to ensure equal employment opportunities. This contract provision shall be incorporated into the contracts between the General Prime Contractor, MEP Subcontractors, and Non-MEP Subcontractors.

- B. Contracts with a value of fifty thousand dollars (\$50,000) or more require the General Prime Contractor to submit a written affirmative action plan acceptable under Wisconsin Statutes and Administrative Code. An exemption occurs from this requirement if the General Prime Contractor has a Work force of less than thirty (50) employees. The General Prime Contractor is responsible for obtaining affirmative action compliance from MEP Subcontractors and Non-MEP Subcontractors. Instructions on satisfying these requirements will be sent with the Notice to Proceed. Technical assistance regarding this Article 32 is available from the Wisconsin Office of Contract Compliance, telephone (608) 266-5462.
- C. The General Prime Contractor should establish and take appropriate initiatives to reach goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic, or other relevant data which shall cover construction projects or construction contracts performed in specific geographical areas. The goals shall be applicable to the General Prime Contractor's, MEP Subcontractor's, or Non-MEP Subcontractor's entire work force which is working in the area covered by the goals. The goals are established and are as follows:

County	Women Goal	Minority Goal
Adams/Juneau/Monroe/Vernon	12%	2%
Ashland/Bayfield/Douglas/Price	9%	6%
Barron/Sawyer/Washburn	13%	4%
Brown	11%	9%
Buffalo/Jackson/Pepin/Trempealeau	12%	5%
Burnett/Polk	11%	2%
Calumet/Winnebago	11%	3%
Chippewa/Rusk	12%	2%
Clark/Taylor	16%	2%
Columbia	12%	2%
Crawford/Grant/Richland	14%	2%
Dane	9%	9%
Dodge	12%	3%
Door/Kewaunee/Manitowoc	13%	3%
Dunn/Eau Claire	11%	3%
Florence/Forest/Marinette/Oconto	13%	2%
Fond du Lac	11%	4%
Green/Iowa/LaFayette	13%	1%
Green Lake/Marquette/Waushara	10%	4%
Iron/Oneida/Vilas	9%	3%
Jefferson	12%	4%
Kenosha	7%	10%
La Crosse	10%	4%
Langlade/Lincoln/Menominee/Shawano	11%	7%
Marathon	12%	4%
Milwaukee	10%	29%
Outagamie	10%	5%
Ozaukee	8%	3%
Pierce/St Croix	12%	2%
Portage	13%	3%
Racine	8%	13%

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Rock	11%	7%
Sauk	10%	2%
Sheboygan	14%	5%
Walworth	10%	8%
Washington	9%	3%
Waukesha	7%	4%
Waupaca	11%	2%
Wood	12%	2%
Source: Combined Occupation Distribution: 2000 Census		

- D. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom a General Prime Contractor has a collective bargaining agreement, to refer to either minorities or women shall excuse the General Prime Contractor's required initiatives under these specifications.
- E. The General Prime Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the State that sets forth the provisions of this Article 32.
- F. Failure to comply with the conditions of this Article 32 may result in the General Prime Contractor becoming declared an "ineligible" General Prime Contractor, termination of the Contract, or withholding of payment.

33. MINIMUM WAGES

- A. Wage determinations, when required by Federal Law, are listed in the Supplementary General Conditions.
- B. The specified federal wage rates are minimum rates only, and DFD will not consider any claims for additional compensation made by the General Prime Contractor because of payment by the General Prime Contractor of any wage rate in excess of the applicable rate contained in this Contract. Any disputes in regard to the payment of wages in excess of those specified in this Contract shall be adjusted by the General Prime Contractor.
- C. Failure to comply with the conditions of this Article 33 may result in the General Prime Contractor becoming declared an "ineligible" Contractor, termination of the Contract, or withholding of payment.

34. ASSIGNMENTS

- A. The General Prime Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without the prior written consent of DFD. In case the General Prime Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain an Article substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the General Prime Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and subject to the terms of this Contract and claims of offset by the State.
- B. On the date of Substantial Completion, the General Prime Contractor shall assign to the State all warranties and guarantees of labor or material incorporated into the Work which are provided by third party vendors, suppliers, manufacturers, and Subcontractors, including MEP Subcontractors or Non-MEP Subcontractors.

35. ANTITRUST AGREEMENT

The General Prime Contractor and the State recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State. Therefore, the General Prime Contractor hereby assigns to the State any and all claims for such overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from antitrust violations commencing after the price is established under this Contract and any Change Order thereto.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

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36. INDEMNIFICATION

- A. To the fullest extent permitted by law, and in addition to any other indemnification provisions provided for herein, the General Prime Contractor shall indemnify and hold harmless the State, the A/E and its agents and employees and any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, and (2) is caused in whole or in part by acts or omissions of the General Prime Contractor, a Subcontractor thereof, a MEP Subcontractor, a Non-MEP Subcontractor thereof, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.
- B. The obligations of the General Prime Contractor under this indemnification shall not extend to the liability of the State, the A/E and its agents or employees thereof arising out of (1) preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by DFD, or the A/E or its agents or employees thereof provided such giving or failure to give is the cause of the injury or damage.

37. GENERAL PRIME CONTRACTOR PERFORMANCE EVALUATION

- A. The General Prime Contractor acknowledges that following completion of the Work, DFD's Project Representative will evaluate the General Prime Contractor's performance under and pursuant to this Contract. Such evaluation may take place after Substantial Completion or after Final Completion of the Work, as determined by DFD's Project Representative. The purpose of such evaluation includes, but is not limited to, determining whether or not the General Prime Contractor responsibly performed its Contractual obligations and whether or not the best interests of the State were promoted thereby.
- B. DFD shall provide a copy of any such performance evaluation to the General Prime Contractor, as soon as practicable after completion of such evaluation.
- C. The General Prime Contractor may appeal results of the General Prime Contractor's performance evaluation completed by DFD's Project Representative by submitting a request for performance review to the Administrator of the Division of Facilities Development. Any such request must include the reasons for such request, and documentation necessary to substantiate the General Prime Contractor's claim that initial performance evaluation was inappropriate or otherwise in error. The Administrator shall notify the General Prime Contractor of the results of this review as soon as practicable.
- D. DFD reserves the right to waive the results of such performance evaluation(s) if, in the opinion of DFD, corrective action has been taken to remediate substandard performance, events beyond the control of the General Prime Contractor resulted in substandard performance, or the best interests of the State will be served.
- E. The General Prime Contractor acknowledges and agrees that such evaluation(s) may be used by DFD pursuant to Wis. Stat. § 16.855(9m) when determining whether the General Prime Contractor is a "qualified responsible bidder" for future Project(s); provided, however, any such evaluation made more than five (5) years prior to the submission of any such subsequent bid shall not be considered in any event.
- F. The General Prime Contractor acknowledges and agrees that all such evaluations so prepared by DFD shall constitute "open public records" available for inspection and copying as provided for by law.

1 **SUPPLEMENTARY GENERAL CONDITIONS (Rev 3/2024)**
2 Division Project No. **24G1G**
3
4 **INDEX**
5
6 1. Definitions
7 2. Insurance
8 3. Schedule of Occupational Classifications and Minimum Hourly Wage Rates (REPEALED)
9
10 1. **DEFINITIONS**
11 General Conditions, Article 2.B. shall be supplemented with the following:
12
13 Architect/Engineer (A/E) for this project: **Kapur and Associates, Inc.**
14 **4654 S Biltmore Lane**
15 **Madison, WI 53718**
16 **(608) 673-4400**
17
18 2. **INSURANCE**
19 General Conditions, Article 31.A.(4), shall be supplemented with "special hazard" coverage as follows:
20
21 "General Prime Contractor's, MEP Subcontractor's and Subcontractor's Public Liability and Property
22 Damage Insurance shall provide adequate protection against the following special hazards, unless provided
23 as part of Comprehensive General Liability coverage: loading and unloading; excavating; filling; drilling;
24 blasting; explosions; demolition; underpinning; elevator; hoist. Coverages shall be in the amounts
25 specified in Article 31 of the General Conditions."
26
27 3. **SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY**
28 **WAGE RATES (REPEALED)**
29 **The 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) repealed Wisconsin's prevailing**
30 **wage laws. Effective September 23, 2017, state prevailing wage requirements on state building**
31 **projects no longer apply. These changes take effect for projects advertised for bid after September**
32 **23, 2017. This change does not affect the Federal Davis Bacon Act requirements.**

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SUBMITTAL LOG (05/02/25)
Products, Shop Drawings, Mock-ups, Training, Attic Stock, Warranties

PROJECT NAME: ROADWAY PAVING AND PARKING LOTS				TYPE OF SUBMITTAL CODE						ACTIONS				
PROJECT NO: 24G1G				AT = Attic Stock		SA = Samples		R = Reviewed						
CONTRACTORS:				OM = Oper/Maint.		SD = Shop Drawings		C = Reviewed w/ comments						
				PD = Product Data		TC = Tests/Certif.		X = Rejected						
				RP = Reports		WR = Warranty								
Date Contractor will Submit	Date Rec'd	Spec Section	Submittal Type	Title	Manufacturer/ Supplier/Contractor	Required to meet BABA Act Compliance	No. Rec'd	Referred To	Date Sent	No. Sent	Date Ret'd	Action	Date Ret'd to Contractor	Remarks
		01 00 00		<i>DIVISION 01 - GENERAL REQUIREMENTS</i>										
		GC Art #8		Prof of permits, licenses and approvals										
mm/dd/yy		GC Art #13		Contractor - 60 day initial schedule										Due 14 days from NTP
		GC Art #13		Contractor - full project schedule										
		GC Art #15		Quality Control Plan										
		GC Art #19		Work Reports										
		GC Art #23		Contractor Written Req - Subst Completion-Insp										
		GR Art #33		Operation and Maintenance Manuals and Instructions										
		GR Art #36		Erosion Control and Storm Water Management										
		GR Art #39		Guarantee Documents / Individual Divisions										
		GR Art #40		Record Documents - marked up as-builts										
		01 74 19		Construction Waste Management (CWM) Plan										GR Art #38
				Summary of CWM Progress Reports										
				Summary of CWM Final Documentation										
		02 00 00		<i>DIVISION 02 - EXISTING CONDITIONS</i>										
		02 05 00		Manufacturer's shop drawings, product data, samples, substitutions and all permits necessary to complete the work.										
		03 00 00		<i>DIVISION 03 - CONCRETE</i>										
		03 30 10	TC, PD, RP, SD	Provide manufacturers product information (cut sheets) for materials used during concrete construction including (see spec for full range of submittal requirements): • Concrete Mix Design • Construction Joint Layout • Test certificates for concrete materials • Field Quality Control Test Reports • Warranty sheets										
		07 00 00		<i>DIVISION 07 - THERMAL & MOIST. PROTECT.</i>										
		07 92 00	PD, SD, SA, TC, WR	Joint Sealants • Product Data & Test Reports • Samples • Joint Sealant Schedule • Warranty Information										
		13 00 00		<i>DIVISION 13 - SPECIAL CONSTRUCTION</i>										
		13 14 23	PD, SD, TC, WR	Provide shop drawings of prefabricated vault toilet building detailing all components. Provide test certificates as required and all final warranty information.										
		26 00 00		<i>DIVISION 26 - ELECTRICAL</i>										
		26 05 19	PD, SD, WR	Low-Voltage Electrical Power Conductors and Cables										
		26 05 26	PD, SD, TC, WR	Grounding and Bonding For Electrical Systems										
		26 05 29	PD, SD, WR	Hangers and Supports For Electrical Systems										
		26 05 33	PD, SD, WR	Raceway and Boxes For Electrical Systems										
		26 05 53	PD, SD, WR	Identification For Electrical Systems										
		26 24 16	PD, SD, WR	Panelboards										
		26 27 02	PD, SD, WR	Equipment Wiring Systems										
		26 27 26	PD, SD, WR	Wiring Devices										

SUBMITTAL LOG (05/02/25)
Products, Shop Drawings, Mock-ups, Training, Attic Stock, Warranties

PROJECT NAME: ROADWAY PAVING AND PARKING LOTS					TYPE OF SUBMITTAL CODE					ACTIONS					
PROJECT NO: 24G1G					AT = Attic Stock		SA = Samples		R = Reviewed						
CONTRACTORS:					OM = Oper/Maint.		SD = Shop Drawings		C = Reviewed w/ comments						
					PD = Product Data		TC = Tests/Certif.		X = Rejected						
					RP = Reports		WR = Warranty								
Date Contractor will Submit	Date Rec'd	Spec Section	Submittal Type	Title	Manufacturer/ Supplier/Contractor	Required to meet BABA Act Compliance	No. Rec'd	Referred To	Date Sent	No. Sent	Date Ret'd	Action	Date Ret'd to Contractor	Remarks	
		30 00 00		DIVISION 30 - COMMON WORK RESULTS FOR ALL EXTERIOR WORK											
		30 05 00		Submit manufacturer's shop drawings, product data, samples, substitutions and operation and maintenance (O&M) data for approval as required by individual specification sections.											
		31 00 00		DIVISION 31 - EARTHWORK											
		31 22 16.15	TC	Provide copies of testing quality assurance and source verification test reports: • Breaker Run (Approval Via Visual Inspection) • Select Crushed Material (Approval Via Visual Inspection)											
		31 23 16.13	TC, PD, RP	Provide copies of testing quality assurance test reports: • Grainsize analysis for bedding and backfill materials • Product Data for geotextile fabrics used • Field test reports conducted											
		31 23 19		Provide copies of all permits and dewatering methods and equipment.											
		31 25 00	PD, TC	Provide manufacturer's product information (cut sheets) for the following forming materials: • Geotextile Fabrics • Erosion Mat / Biodegradable Stakes • Silt Fence/Sediment Logs • Mulch											
		31 34 19.13	PD, TC, SA	The submittal for each geogrid shall include the following at a minimum: Manufacturer's certification indicating that the material meets the requirements of the specification based on the intend use of the geotextile. • Sample piece of material (18" x 18" minimum) • Batch Number • Date Manufactured (must be <1 year old for acceptance) • Manufacturer Name and Address.											
		32 00 00		DIVISION 32 - EXTERIOR IMPROVEMENTS											
		32 11 23.33	TC	Provide copies of testing quality assurance and source verification test reports: • Dense Graded Base - 3/4-Inch and 1 1/4-Inch • Crushed Aggregate for Surface Course (Driveway/Campsite Blend)											
		32 12 16.13	PD, TC	Provide the HMA Pavement Mix Design • Complete nuclear density testing per Table 32 12 16.13 - 1 • Provide all density tests within 24 hours of asphalt placement • All requirements of SSHSC 460.2.8 Quality Management Program											
		32 17 23	PD, TC, WR	The submittal for each pavement marking and permanent sign type shall include the following at a minimum: <u>Pavement Marking:</u> • Pavement Marking Material and Manufacturer • Color and Batch Number • Date Manufactured (must be <1 year old for acceptance) • Manufacturer Name and Address • Glass Beads (for epoxy only) <u>Permanent Signing:</u> • Base Material • Reflective Sheeting Material / Compliance • Sign Message • Post material and certificates											
		32 92 19	PD	Provide manufacturer's product information and expiration date for: • Seed Mixture • Fertilizer											
		33 00 00		DIVISION 33 - UTILITIES											
		33 40 00	PD, TC, WR	Provide manufacturers product information (cut sheets), shop drawings and O&M information for storm sewer materials including: • Pipe • Fittings • Outfall (Apron Endwalls)											

*** END OF DOCUMENT ***

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



INCIDENTAL TAKE AUTHORIZATION

ITP478: Buckhorn State Park Reconstruction Project – Necedah, Wisconsin

BEFORE THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES: In the matter of whether Wisconsin Department of Natural Resources may receive authorization to incidentally take an animal species, under s. 29.604(6r) Wis. Stats, which is listed as endangered.

Authorization to incidentally take the state endangered slender glass lizard (*Ophisaurus Attenuatus*) described herein during and as a result of road and parking lot reconstruction within Buckhorn State Park (T17N R04E S11, 14, 21, 22) is granted as provided herein.

FINDINGS OF FACT

1. This project will repair, maintain, and resurface several roadways and parking lots in Buckhorn State Park (T17N, R04E, S11, 14, 21, 22). Proposed repairs include pulverizing the existing asphalt roadway, replacing culverts, and repairing ditches as necessary, installing a new asphalt roadway, striping, and restoration.
2. The presence of the state endangered slender glass lizard (*Ophisaurus attenuatus*) has been confirmed in the vicinity of the project site.
3. The project is likely to result in the incidental taking of some lizards as a result of project activities, however, take will be minimized by adhering to conservation measures described below.
4. The project will result in areas of temporary disturbance to slender glass lizard habitat. Areas of temporary disturbance are expected to recover with little or no impact to their quality following completion of the project.
5. The WDNR entered into an intra-agency consultation for the purpose of evaluating and proposing to authorize incidental take in accordance with s. 29.604(6r), Stats.
6. Wisconsin Department of Natural Resources and their employees, agents and contractors agree to minimize any incidental taking of the slender glass lizard in the following ways:
 - All individuals working on the project site (e.g., engineers, construction crew, biologists) will be briefly trained on how to identify the SGL and instructed on the general conservation measures associated with the Incidental Take Permit, including what to do if a lizard is observed within the project area.
 - All SGLs (of any age class) observed in the disturbance footprint will immediately be removed from the area and reported to DNRRERReview@wi.gov or appropriate specialist (<https://dnr.wi.gov/topic/ERReview/Contacts.html>).
 - Project related activities must occur from May 1st - September 15th when SGLs have the best opportunity to move out of harm's way. Based on annual weather variation, these dates may be

moved earlier in the spring or later in the fall – updated dates can be found here:

<https://dnr.wisconsin.gov/topic/WildlifeHabitat/HerpRegulations.html>. It is also recommended that work within suitable habitat occurs when temperatures are 55° F to 80° F, which is the ideal temperature range for the species.

- Nests and eggs of the SGL are extremely difficult to survey for and locate, however if any eggs are found during the course of the project, the eggs will be carefully removed, maintained at 55° - 75° F, and immediately transferred to a wildlife rehabilitator (see below).
- Contact information for a wildlife rehabilitator (<http://dnr.wi.gov/topic/wildlifehabitat/directory.html>) or veterinarian will be compiled, prior to the project start date, for consultation if any injured SGL or their eggs are encountered.
- “No Parking” signs will be installed every 100’ along roadways within one mile of SGL records to ensure that construction vehicles and equipment do not use areas of suitable habitat for parking, staging or turn-arounds.
- At least 4 weeks ahead of the project beginning, an environmental monitor will be on site to look for SGL ahead of site preparation activities which will include the use of a weed wacker to lower the level of vegetation to a level that is of low-suitability for SGLs (<6” in height).
- Prepped areas will then be maintained at <6 inches with a weed wacker or non-suction flail mower (typically the area will need to be maintained once per week) with the environmental monitor present on site to look for SGL ahead of site preparation activities.
- The environmental monitor must also be on site each morning of construction to walk in front of construction equipment, searching for SGL, until the construction footprint is bare, has been graded and contains no vegetation.
- The environmental monitor must have field experience with the SGL and its habitat and possess a valid Regulatory Removals Broad Incidental Take Permit/Authorization or similar approval for SGL removals.
- Erosion control measures will consist of:

Plastic or polypropylene netting associated with erosion matting (also known as an erosion control blanket or erosion mesh netting) without independent movement of strands can easily entrap snakes and other wildlife moving through the area, and cause dehydration, desiccation, and eventually mortality. Biodegradable jute/twine netting with the “leno” or “gauze” weave (contains strands that are able to move independently) has the least impact on snakes. If erosion matting will be used for this project, use the following matting (or something similar): American Excelsior “FibreNet” or “NetFree” products; East Coast Erosion biodegradable jute products; Erosion Tech biodegradable jute products; ErosionControlBlanket.com biodegradable leno weave products; North American Green S75BN, S150BN, SC150BN or C125BN; or Western Excelsior “All Natural” products.

Please note that brand/trade names are provided for reference purposes only and are not an endorsement or rejection of any specific product.

- Upon completion of the project, all areas of temporary disturbance will be restored to pre-existing (or better) conditions.
- Seedling, planting or herbicide work must occur when temperatures are below 50° F on sunny days or below 55° F on overcast days. Below such temperatures, SGLs are generally underground.

- If soil needs to be added to project areas upon project completion, the soil mix should include a sand component.
- Surface soils should be tilled and/or raked just prior to reseeding in order to reduce soil compaction. The native short-grass prairie mixture below and a temporary cover crop of oats or annual rye must be planted immediately upon project completion.

Species	Ounces/Acre
Grasses (select at least 4 of 6)	
Side-oats Grama	16.0
Canada Wild Rye	36.0
Little Bluestem	80.0
Prairie Dropseed	2.0
Plains Oval Sedge	1.0
Junegrass	4.0
Forbs (select at least 12 of 20)	
Leadplant	2.0
Butterflyweed	2.0
Forbs (select at least 12 of 20) (<i>continued</i>)	
Sky Blue Aster	2.0
Lanceleaf/Prairie Coreopsis	2.0
Purple Prairie Clover	2.0
Lupine	4.0
Black-Eyed Susan	0.5
Stiff Goldenrod	1.0
Ohio Spiderwort	3.0
Thimbleweed	1.0
Common Milkweed	2.0
Partridge Pea	6.0
Showy Tick Trefoil	1.0
Western Sunflower	2.0
Round-headed Bush Clover	1.0
Rough Blazing Star	0.5
Wild Bergamot	0.5
Spotted Bee Balm	0.5
Yellow Coneflower	3.0
Showy Goldenrod	0.5

- Within 60 days of project completion, the following information must be submitted via email to the ER Review Team (DNRERReview@wi.gov) or appropriate specialist (<https://dnr.wi.gov/topic/ERReview/Contacts.html>):
 - Project name:

- Project location:
 - Project timeline (beginning and ending dates):
 - Endangered/threatened species involved:
 - Summary of species removal efforts (can be attached as a separate document)
 - Number of live endangered/threatened species observed:
 - Number of dead endangered/threatened species observed:
 - Description of removals (dates, number of searches, etc.):
 - Minor changes can be made to this Conservation Plan due to unforeseen circumstances if first agreed upon in writing (e.g., email correspondence) by the applicant and the Incidental Take Coordinator (rori.paloski@wi.gov). If prior approval is not received, the work is not legally covered by the Incidental Take Authorization. The only exception to this is emergency projects, which are defined for Incidental Take Authorizations as “an actual or imminent threat of significant harm to the environment or to public health or safety.”
7. Incidental take of the slender glass lizard as a result of the proposed reconstruction project is not likely to jeopardize the lizard’s continued existence and recovery, or the whole plant-animal community of which it is a part, within the state; and the activity is not likely to result in the destruction or adverse modification of habitat that is critical to the continued existence of the species within the state, if the Conservation Measures described above are implemented.
 8. The Department has complied with s. 1.11, Stats., and ch. NR 150, Wis. Adm. Code.
 9. The Department issued a public notice, dated October 14, 2025 and closing on November 13, 2025 that described the proposed incidental take. DNR provided the public notice to the news media throughout the state, to the parties listed in NR 27, and to other parties who have requested in writing to receive incidental taking notices.

One public comment was received during the public comment period; the comment supported the minimization measures that were included for the project.
 10. The Department has concluded that the project will provide benefits to the public health, safety and welfare.

CONCLUSIONS OF LAW

1. The Department has the authority pursuant to s. 29.604 Wis. Stats., to authorize the incidental take of state endangered or threatened species.
2. The Department has complied with appropriate statutes and administrative rules in making this decision.

ORDER

The Department of Natural Resources and their employees, agents and contractors are authorized to incidentally take the slender glass lizard (*Ophisaurus Attenuatus*) as a result of the park reconstruction project, provided that the above conditions identified in the Findings of Fact #6 are met.

APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that Wisconsin statutes, administrative rules and case law establish time periods within which requests to review Department decisions must be filed.

For judicial review of a decision pursuant to sections 227.52 and 227.53, Stats., you must file a petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to section 227.42, Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. A petition for a contested case hearing must follow the form prescribed in s. NR 2.05(5), Wis. Adm. Code, and must include the following information:

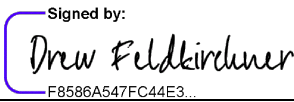
1. A description of the agency action or inaction which is the basis for the request;
2. The substantial interest injured or threatened with injury by the agency action or inaction;
3. Evidence of legislative intent that the interest is to be protected;
4. An explanation of how the injury to the person requesting the hearing is different in kind or degree from injury to the general public caused by the agency action or inaction;
5. That there is a dispute of material fact, and what the disputed facts are; and
6. The statute or administrative rule other than s. 227.42, Stats., which accords a right to a hearing.

The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

This notice is provided pursuant to section 227.48 (2), Stats.

This 18 day of November, 2025

State of Wisconsin
Department of Natural Resources
For the Secretary

By:  Signed by:
F8586A547FC44E3...

Bureau Director
Bureau of Natural Heritage Conservation
Wisconsin Department of Natural Resources

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1. DEFINITIONS

In this document, the following terms are defined as:

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

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

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

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

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

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

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

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

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

2. GENERAL

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

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

3. SPECIAL SITE CONDITIONS

The Contractor shall complete all work associated with Phase 1, including the vault toilets (aside from group camping) and work associated with access to each vault toilet prior to Friday, May 15, 2026, to allow for correction of any punch list items from a site review before fully opening Phase 1 prior to Memorial Day weekend. The Contractor shall complete all work associated with Phase 2 by prior to Friday, June 26, 2026. All work for Phase 3 shall begin after August 1, 2026. See project phasing plans for additional information.

Once construction begins, work shall be conducted during normal hours of operation from 7:00 A.M. to 5:00 P.M. daily, Monday through Friday. On Saturdays and Sundays, construction activities are prohibited during the camping season unless prior authorization is provided. Contractor shall coordinate with the facility owner to schedule obtaining access to complete work after park is closed. Any changes in hours or days will be defined at the preconstruction meeting.

1
2 Confine all operations, equipment, apparatus and storage of materials, to the immediate area of work to the
3 greatest possible extent. Contractor shall ascertain, observe and comply with all rules and regulations in effect
4 on the project site, including but not limited to parking and traffic regulations, use of walks, security restrictions
5 and hours of allowable ingress and egress. Any special traffic control during construction involving lane
6 closures shall be in accordance with the federal standard, Manual of Uniform Traffic Control Devices.
7

8 The Contractor shall take all measures necessary to become acquainted with the location of underground
9 service, utilities, structures, etc., which may be encountered or be affected by the Contractor's work, and shall
10 be responsible for damage caused by neglect to provide proper precautions or protection. As a minimum to
11 become acquainted with such underground appurtenances, the Contractor shall: 1) Observe existing conditions
12 visible at the site immediately prior to commencement of work; 2) Review available site plans incorporated in
13 the contract documents and/or provided by the DFD Project Representative; 3) Final check with the DFD
14 Project Representative for additions to or changes from conditions indicated on site plans for the facility; and 4)
15 Obtain input from the "one-call system", the organization composed of all suppliers of utilities/services to or
16 from the site.
17

18 Information pertaining to existing conditions that are described in the specifications or appear on the drawings
19 is based on available records. While such data has been collected with reasonable care, there is no expressed or
20 implied guarantee that conditions so indicated are entirely representative of those actually existing. This
21 information is provided to inform the Contractor of known, existing conditions so that due diligence is taken by
22 the Contractor to avoid damage. Where site observation or documents indicate existing underground
23 utilities/services in close proximity (within four feet horizontally and/or four feet vertically) to necessary new
24 construction work, the Contractor shall be responsible to test, probe or otherwise determine exact locations so as
25 to prevent damage to such utilities/services.
26

27 Existing pipes, electrical work, and all other utilities encountered, which may interfere with new work, shall be
28 re-routed, capped, cut off, or replaced by the Trades having jurisdiction, in accordance with the Bidding and
29 Contract Documents.
30

31 **4. INSPECTION OF SURFACES**

32 Contractor shall obtain complete data at the site and inspect surfaces that are to receive the Work before
33 proceeding with fabricating, assembling, fitting or erecting any work under this contract.
34

35 Contractor shall notify DFD's Project Representative in writing in case of discrepancies between existing work
36 and drawings, and of any defects in such surfaces that are to receive the Contractor's work. DFD's Project
37 Representative will evaluate the notice and direct what remedial action will be taken.
38

39 Starting of work implies acceptance of existing work or the work of others. Removal and replacement of work
40 applied to defective surfaces, in order to correct defects, shall be done at the expense of the Contractor who
41 applied work to defective surfaces.
42

43 **5. HAZARDOUS SUBSTANCES - ASBESTOS, LEAD AND POLYCHLORINATED BIPHENYLS** 44 **(PCB'S)**

45 Airborne asbestos fibers, lead, and PCB compounds, if encountered, have been determined to be hazardous to
46 one's health. Compliance with all possible applicable regulations is the Contractor's responsibility. Contractor
47 shall not provide or install any product that contains any amount of asbestos or PCB. See General
48 Requirements, CLEANING AND WASTE DISPOSAL for disposal of hazardous waste, if encountered.
49

50 ASBESTOS

51 Contractor's attention is directed to WAC NR 447, WAC DHS 159 and the Occupational Safety and Health Act
52 (OSHA) in general, part 1926.1101--ASBESTOS in particular. Contractor is responsible for compliance with all
53 applicable regulations when the work includes fastening to or coring through Asbestos Containing Materials
54 (ACM) and disturbance of asbestos containing caulking and adhesives. The Contractor is responsible for
55 removal and disposal of Category I non-friable ACM that will be disturbed by the work.. Unless otherwise
56 indicated, all caulking, sealants, glazing compounds, gaskets, asphalt roofing materials, damp proofing and
57 miscellaneous adhesives are assumed to contain asbestos and are considered to be Category I non-friable ACM
58 as defined in NR 447. Waste material containing Category I non-friable ACM, is regulated as Construction and
59 Demolition (C&D) waste and may be disposed of at a Department of Natural Resources (DNR) approved C &D

waste landfill. If Contractor's work methods cause non-friable ACM to become friable, the Contractor is responsible for the disposal of the friable asbestos waste at a landfill specifically approved by DNR to accept friable asbestos. A copy of the signed waste manifest for the disposal of all friable asbestos waste shall be provided to DFD prior to request for final payment.

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

No asbestos abatement work by the State is anticipated on this project.

Lead Based Paint

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

PCB'S

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

6. SOIL TEST BORINGS

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

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

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

7. MUTUAL RESPONSIBILITY

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

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

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

8. PROJECT MEETINGS

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

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

3 **9. SLEEVES AND OPENINGS**

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

7
8 Openings shown on the structural and/or architectural drawings shall be the responsibility of the General Prime
9 Contractor. Sleeves furnished by other contractors for openings shown on the structural and/or architectural
10 drawings shall be installed by the General Prime Contractor.

11
12 Openings that are required and are not shown on the structural and/or architectural drawings shall be the
13 responsibility of the contractor requiring the openings. The contractor requiring the opening shall install
14 sleeves for these openings or cut openings as needed (including floor openings within chases).

15
16 Individuals skilled in such work shall accomplish installation of sleeves and openings.

17
18 Each Contractor shall be responsible for coordinating locations of their sleeves with work of other trades.

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

25 26 **10. CUTTING AND PATCHING**

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

29
30 Cutting and patching required to access work in existing walls, in chases, above inaccessible ceilings, below
31 floors, etc., shall be by the Contractor who requires the access, unless shown in the bid documents otherwise or
32 noted otherwise.

33
34 The Contractor shall do all cutting, or fitting of the work as required to make its several parts fit together, or to
35 receive the work of others, as shown or reasonably implied by the drawings or specifications, or as may be
36 directed by DFD. Holes cut in exterior walls and/or roofs shall be waterproofed.

37
38 The Contractor who cuts for required access to work shall also be responsible for patching. Where cutting and
39 patching is required, Contractor shall hire individuals skilled in such work to do cutting and patching.

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

45
46 Patching includes repairing openings to match adjacent construction and painting the surface to match existing.
47 Painting means covering the entire wall where patching is to be done to nearest break point or corner unless
48 indicated to be done by other trades.

49
50 Contractor shall not endanger any work by cutting, digging or otherwise and shall not cut or alter the work of
51 others without their consent.

52
53 Do not pierce beams or columns without permission of DFD and then only as directed in writing. If any
54 ductwork, piping, conduit, etc. is required through walls or floors where no sleeve has been provided, use a core
55 drill or saw cut to prevent damage and structural weakening.

56
57 Wherever any material, finish, or equipment, is damaged, the skilled trade shall accomplish the repair or
58 replacement, in that particular work and the cost shall be charged to the party responsible for the damage. DFD

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

11. MANUFACTURER'S DIRECTIONS

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

12. LAYOUT

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

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

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

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

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

13. SUPERVISION

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

14. FIELD OFFICES

Not applicable to this project.

15. STAIRS AND SCAFFOLDS

Not applicable to this project.

16. HOISTS, ELEVATORS OR CRANES

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

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

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

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

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

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

17. SIGNS

Not applicable to this project.

18. FENCE

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

19. ROADWAY

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

20. TOILETS

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

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

21. TELEPHONES

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

22. WATER SUPPLY

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

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

The Contractor shall pay cost of water used.

23. TEMPORARY ELECTRICAL WORK

The Contractor shall make arrangements with the Owner Agency for the temporary use of electrical facilities and shall comply with such requirements and restrictions for their use as may be prescribed. Any services in excess of those available at the site shall be arranged for by Contractor at the Contractor's expense.

1 **24. COLD WEATHER PROTECTION**

2 Not applicable to this project.

4 **25. ENCLOSURE**

5 Not applicable to this project.

7 **26. TEMPORARY HEAT**

8 Not applicable to this project.

10 **27. FIRE PROTECTION**

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

18 **28. WATCHPERSONS**

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

23 **29. STORAGE OF MATERIALS**

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

27
28 The storage of materials on the grounds and within the building shall be in strict accordance with the
29 instructions of DFD's Project Representative. Storage of materials within the building shall at no time exceed
30 the design carrying capacity of the structural system.

31
32 Provide and maintain watertight storage sheds on the premises where directed, for storage of materials that
33 might be damaged by weather. Sheds shall have wood floors raised at least 6" above the ground.
34 All materials affected by moisture shall be stored on platforms and protected from the weather.

35
36 All materials shall be stored in a manner that prevents release of hazardous material to the environment.

37
38 All hazardous materials, including motor fuels, shall be properly handled and contained to prevent spills or
39 other releases. The General Prime Contractor shall develop and maintain a contingency plan to provide
40 emergency response, containment, and cleanup of spills of hazardous materials resulting from contract
41 activities. All spills and releases shall be reported to DFD as soon as possible.

42
43 During the construction of this building, materials, construction sheds, and earth stockpiles shall be located so
44 as not to interfere with the installation of the utilities nor cause damage to existing lines.

45
46 The Contractor shall allot space to others for storage of their materials, and erection of their sheds.

47
48 Should it be necessary at any time to move material sheds or storage platforms, the Contractor shall move same
49 at the Contractor's expense, when directed by DFD's Project Representative.

50
51 The State assumes no responsibility for materials stored in building or on the site. The Contractor assumes full
52 responsibility for damage due to the storage of materials.

53
54 Repairing of areas used for placing of sheds, offices, and for storage of materials shall be done by the
55 Contractor.

56
57 **30. PROTECTION OF FINISHED CONSTRUCTION**

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

1 **31. PROTECTION IN GENERAL**

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

4
5 Temporary pumps required for pumping water from building excavation or from building proper shall be
6 provided by the General Prime Contractor, including temporary connections. Plumbing Trade shall install
7 permanent sump basins and piping where and when required. Permanent sump pumps shall not be installed
8 until building is substantially complete and when approved by DFD's Project Representative. The General
9 Prime Contractor shall remove temporary pumps and connections when approved by DFD's Project
10 Representative.

11
12 The General Prime Contractor shall:

13
14 Provide, erect and maintain all required planking, barricades, guard rails, temporary walkways, etc., of
15 sufficient size and strength necessary for protection of stored material and equipment; paved surfaces, walks,
16 curbs, gutters and drives; streets adjacent to or within project area; adjoining property and all project work to
17 prevent accidents to the public and the workmen at the job site.

18
19 Notify adjacent property owners if their property interferes with the work so that arrangements for proper
20 protection can be made.

21
22 Provide and maintain proper shoring and bracing to prevent earth from caving or washing into the building
23 excavation. Provide temporary protection around openings through floors and roofs, including elevator
24 openings, stairwells, and edge of slabs.

25
26 Provide and maintain proper shoring and bracing for existing underground utilities, sewers, etc., encountered
27 during excavation work, to protect them from collapse or other type of damage until such time as they are to be
28 removed, incorporated into the new work, or can be properly backfilled upon completion of new work.

29
30 Provide protection against rain, snow, wind, ice, storms, or heat to maintain all work, materials, apparatus, and
31 fixtures, incorporated in the work or stored on the site, free from injury or damage. At the end of the day's
32 work, cover all new work likely to be damaged. Remove snow and ice as necessary for safety and proper
33 execution of the work.

34
35 Protect the building and foundations from damage at all times from rain, ground water and back-up from drains
36 or sewers. Provide all equipment and enclosures as necessary to provide this protection.

37
38 Damaged property shall be repaired or replaced in order to return it to its original condition. Damaged lawns
39 shall be replaced with sod.

40
41 Protect materials, work and equipment, not normally covered by above protection, until construction proceeds
42 to a point where the general building protection of the area where located, dispenses with the necessity
43 therefore. Protect work outside of the building lines such as trenches and open excavations, as specified above.

44
45 Take all necessary precautions to protect the State's property as well as adjacent property, including trees,
46 shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, etc., from any
47 and all damage which may result due to work on this project.

48
49 Repair work outside of property line in accordance with the requirements of the authority having jurisdiction.

50
51 Repair any work, damaged by failure to provide proper and adequate protection, to its original state to the
52 satisfaction of DFD or remove and replace with new work at the Contractor's expense.

53
54 Protect trees indicated on the drawings to remain and trees in locations that would not interfere with new
55 construction, from all damage. Do not injure trunks, branches, or roots of trees that are to remain. Do cutting
56 and trimming only as approved and as directed by DFD's Project Representative.

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

32. CLEANING AND WASTE DISPOSAL

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 free of accumulation of surplus materials, rubbish, debris and scrap which may be caused by the Contractor's operations or that of the Subcontractors.

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

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

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

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

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

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

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

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

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

33. OPERATING AND MAINTENANCE MANUALS AND INSTRUCTIONS

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

The O&M manuals shall include the following:

- Table of Contents
- Contact information (including emergency contact number) for installing contractor, original vendor manufacturer and service provider
- Copy of approved submittals

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

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

22 23 **34. TESTS AND ADJUSTMENTS**

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

27
28 Contractor shall make all necessary adjustments and replacements affecting the work which is necessary to
29 fulfill DFD's requirements and to comply with the directions and recommendations of the manufacturer of the
30 several pieces of equipment, and to comply with all codes and regulations which may apply to the entire
31 installation. Contractor shall also make all required adjustments to comply with all provisions of the drawings
32 and specifications.

33 34 **35. LOOSE AND DETACHABLE PARTS**

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

39 40 **36. EROSION CONTROL AND STORM WATER MANAGEMENT**

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

44
45 The General Prime Contractor hereby covenants to maintain all project grounds, public streets and associated
46 areas, including fill areas in a manner consistent with state laws and the general policy to conserve soil and soil
47 resources, and to control and prevent soil erosion and to control and prevent siltation into waters of the state.
48 This clause is to be liberally construed to further the above stated objectives. The following shall include, but
49 not limit areas in which control is to be executed:

50
51 Erosion Control Plan: Implement the erosion control plan developed for the project and maintain erosion
52 control practices throughout the construction period. Modifications to the erosion control plan, addressing
53 phases of construction shall be the responsibility of the General Prime Contractor. Erosion control practices
54 that are compromised as the result of construction activity shall be returned to their functioning state by the end
55 of the current work day. Where applicable, erosion control practices shall comply with Chapters NR 151 and
56 216, Wis. Adm. Code.

57
58 Minimum Stripping: Limit stripping of sod and vegetation and limit land disturbance to an area and a time
59 period that will expose bare soil to least possibility of erosion that construction requirements will allow.

1 Stockpiling: Materials, including soil, shall be stored and protected in a manner that will prevent runoff of
2 material from the stockpiles into streets, drainage facilities, storm sewer systems, or waters of the state in the
3 event of rain.
4

5 Soil Erosion and Erodible Materials: Take positive measures to prevent soil erosion from the construction area
6 and areas disturbed by construction activities by employing such means as seed and mulch, mulches,
7 intercepting embankments and berms, sedimentation basins, ditch checks, riprap, erosion mats, silt fence,
8 approved polyacrylamides, inlet protection, or other temporary erosion control devices or methods.
9

10 Record Keeping: Maintain a copy of the current erosion control plan on site. Maintain maintenance records and
11 inspection logs on-site for erosion control and storm water management practices. Contractor shall provide
12 project representative with a weekly maintenance and inspection report.
13

14 Street Maintenance: Control the tracking of soil onto street and paved surfaces to a minimum. Any such
15 tracking shall be removed no less than on a daily basis.
16

17 Storm Water Management: Practices installed for post-construction storm water management shall be protected
18 during construction activity, and in the event that their intended function becomes compromised during
19 construction activity, shall be restored and/or repaired according to Chapters NR 151 and 216, Wis. Adm. Code,
20 for post-construction storm water management.
21

22 Erosion control and storm water management practices shall be installed and maintained in accordance with the
23 WDNR approved technical standards available at the following website:
24 <https://dnr.wisconsin.gov/topic/Stormwater/standards>
25

26 Responsibility and authority for inspections are vested in the Department of Administration through the
27 Division of Facilities Development.
28

29 Responsibility and authority for maintaining records for NR 216 is the responsibility of the General Prime
30 Contractor.
31

32 **37. AIR QUALITY MANAGEMENT**

33 In accordance with the Department of Administration's air quality management practice on Ozone Action Days,
34 all contractors shall reduce or limit emissions and particulate matter that adversely affect air quality.
35

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

40 Limit equipment and vehicle refueling to after 6 pm.

41 Limit use of gasoline-powered vehicle and equipment.

42 Limit excessive idling of diesel-powered vehicle and equipment.

43 Limit large scale painting with VOC.

44 Limit large scale asphalt roofing and paving.

45 Limit and/or control all dust creating activities.
46

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

48 1-866-324-5924; or

49 <https://dnr.wisconsin.gov/topic/AirQuality/Ozone.html>
50

51 **38. CONSTRUCTION WASTE MANAGEMENT**

52 See Section 01 74 19 – Construction Waste Management.
53

54 **39. GUARANTEE DOCUMENTS**

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

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SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT
BASED ON DFD MASTER SPECIFICATION DATED 07/23/2024

PART 1 - GENERAL

SCOPE

This Section addresses and specifies salvaging, reusing, recycling and disposing of all project Construction Waste.

PART 1 - GENERAL

Related Work

Definitions

Diversion Goal

Submittals

Construction Waste Management (CWM) Plan

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

Construction Waste Management Plan Implementation

RELATED WORK

Applicable provisions of Division 01 shall govern all work under this Section.

Related work specified elsewhere:

General Requirements Article 5: *Hazardous Substances*

General Requirements Article 32: *Cleaning and Waste Disposal*

Section 02 41 13 – Demolition

DEFINITIONS

Clean: Untreated and unpainted; not contaminated with oils, solvents, sealant (caulk), or the like.

Construction Waste: An umbrella term for construction, demolition and remodeling solid waste, typically including extra building materials, rubble & material that has reached the end of its useful life for its intended use, packaging, trash & debris incidental to the project construction. Construction Waste includes salvageable, returnable, recyclable, and reusable material.

Diversion Goal: Percentage of Construction Waste material (by weight or by volume) which is intended to be reused, recycled, returned or otherwise salvaged and thus diverted from landfill.

Hazardous Waste: Waste that is ignitable, corrosive, toxic and/or reactive and poses substantial or potential threats to public health or the environment. Hazardous Waste is not recyclable and not included when calculating Diversion Goal or percentage and shall be disposed of according to the General Requirements.

Landfill Tipping Fees: Monies paid for burying non-recyclable Waste in the landfills.

Recycle: To sort, clean, treat & reconstitute or remanufacture Construction Waste materials for reuse in the same form or some altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

Return: To give back reusable items or unused products to vendors for credit.

Reuse: To reuse a Construction Waste material on the project site.

Scrap Revenue: Monies received by the hauler for recyclable materials.

Trash: Non-hazardous products or materials unable to be reused, returned, recycled, or salvaged.

Data Logging Program: Online reporting tool for construction waste management, accessed through the eBuilder project website or directly at the program's website. WasteCap Resource Solutions manages the

DFD's program on ReTRAC Connect. Contractors bear no cost for using ReTRAC. Information about the DFD's program on ReTRAC can be found by contacting WasteCap Resource Solutions.

DIVERSION GOAL

Divert **90%** by weight or volume of total waste generated through Substantial Completion.

SUBMITTALS

The General Prime Contractor shall develop and compile the following Construction Waste Management (CWM) project information in cooperation with all Contractors and subcontractors:

- **CWM Plan:** Required prior to commencing demolition, construction or waste removal activities and no later than 15 days after Notice to Proceed.
- **CWM Progress Reports:** Required monthly or with each Request for Payment. Progress Report shall include the quantity of each material recycled, reused, or salvaged, the receiving party, and the applicable diversion rates. Contractor shall maintain a record of related weight tickets, manifests, receipts, and invoices for review by DFD upon request.
- **CWM Final Report:** At Substantial Completion, the General Prime Contractor shall submit a Final Report summarizing total waste and trash quantities and rates for all Contractors over the course of the project.

CWM Plan and Report information above shall be available from the General Prime Contractor upon request.

CONSTRUCTION WASTE MANAGEMENT (CWM) PLAN

The CWM Plan shall include, but is not limited, to the following:

- **Schedule** - Include milestones and key reporting dates of construction waste management.
- **Trash Materials List** - Include estimated quantities and types of materials expected to be discarded as trash.
- **Diverted Materials List** - Include estimated quantities and types of Construction Waste materials anticipated to be salvaged, reused, returned or recycled. Identify applicable markets for reuse and/or recycling. At a minimum, include scrap metal and all other materials required by statute or regulation to be recycled (e.g., cardboard, cans, bottles, office paper, fluorescent tubes, refrigerants, mercury, etc.).

Other recyclable materials may include, but are not limited to:

Asphalt: Break up and transport to asphalt-to-asphalt recycling facility, or recycle on site.

Building Components and Fixtures: Doors, hardware, plumbing and electrical fixtures may be salvaged or recycled.

Concrete, Precast Concrete: Can/may be able to be crushed and graded for use as riprap, aggregate, sub-base material, or fill. Remove steel reinforcement and other metals and recycle with other metals. Neutralize alkalinity of concrete fill if planting above.

Concrete Block: Can be reused whole or crushed for use as sub-base material or fill, used as concrete aggregate.

Land Clearing Brush and Logs: Can be chipped or shredded for use as ground cover, mulch, compost, pulp, or process fuel. Larger branches or logs may be used as raw material for various products or other purposes.

Metals, Ferrous and Nonferrous: Separate for recycling: banding, castings, ceiling grid, copper and other metal pipe, conduit and accessories, ductwork, extruded metals, rebar and metal stud cut-offs, roofing and sheet metals, miscellaneous steel shapes, miscellaneous metal parts, structural steel.

Piping: If separated for reuse, reduce piping to straight lengths and store with joints, accessories and other components by type and size.

- **Separation and Materials Handling Services and Equipment:** Description of how Construction Waste materials will be separated, cleaned (if necessary), protected from contamination and diverted, and the entity who will perform those services.
- **Documentation Procedures:** Description of the method of collecting data and document materials reused on site, leaving the project site as trash, or diverted for recycling. All diversion and waste by all contractors and subcontractors on the project must be incorporated into the CWM Progress Reports.
- **Educational and Motivational Procedures:** Means and methods the General Prime Contractor will employ to ensure full participation of all project construction personnel in CWM Plan activities. These might include periodic meetings, demonstrations, incentive/reward programs, etc.
- **Construction Waste Auditing Procedures:** Methods of monitoring and enforcing adherence to CWM Plan.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

CONSTRUCTION WASTE MANAGEMENT PLAN IMPLEMENTATION

The General Prime Contractor is responsible for implementing the Construction Waste management requirements specified herein and shall designate a Waste Manager to coordinate and monitor the waste management activities of all Contractors and subcontractors, including coordination of separation, handling, recycling, salvage, reuse, and return methods used by all project construction personnel.

Contractors and subcontractors who do their own recycling shall report all applicable Construction Waste recycling and Trash amounts to the General Prime Contractor as needed to support the development of the CWM Plan and Progress and Final Reports.

The General Prime Contractor shall also provide:

- **Education and Instruction:** General Prime Contractor shall provide on-site instruction as described in the CWM Plan to engage all construction personnel in separation, handling, recycling, salvage, reuse, and return methods throughout the project.

Acceptable sorting methods are:

—Sorting recyclable materials at the Project site and transporting them to recycling markets directly from the Project site.

—Employing haulers who make use of a materials-recovery facility or a transfer station where recyclable materials are sorted from the waste and recycled before disposing of the remainder. If using a hauler or recycling facility to sort out recyclables, verify that the hauler sorts out all construction waste loads and is not limited to those that are not acceptable at the landfill. Verify that the hauler or recycling facility recycles at least three types of materials.

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SECTION 01 91 01
COMMISSIONING PROCESS
BASED ON DFD MASTER SPECIFICATION DATED 03/01/14

PART 1 - GENERAL

SCOPE

This section includes specifications for the implementation, tracking and verification of the commissioning process. Included are the following topics:

PART 1 - GENERAL

- Scope
- Commissioned Systems
- Reference
- Definitions
- Submittals

PART 2 - PRODUCTS

- Equipment

PART 3 - EXECUTION

- Meetings
- Scheduling
- Issues List
- CxP Site Visits
- Construction Verification
- Functional Performance Testing
- Operation and Maintenance Data
- Agency Training

COMMISSIONED SYSTEMS

Division 26 – Electrical

REFERENCE

Applicable provisions of Division 01 govern work under this section. Note in particular:

- General Conditions, Article 15 – Quality Control & Inspection
- General Requirements, Article 33 – Operating and Maintenance Manuals and Instructions

DEFINITIONS

Commissioning (Cx): The process of ensuring that systems are designed, installed, functionally tested and performing in conformity with the Owner's Project Requirements and that the building operator has received complete equipment and systems documentation and training.

Commissioning Provider (CxP): The entity identified by the DFD Project Manager to lead, monitor, coordinate and report on project commissioning activities. The commissioning provider may be the project A/E (most common), an independent third party or DFD.

Construction Verification: A quality control verification process performed by the installer as building assemblies, components, equipment and systems are being installed which documents that the materials, installation procedures, interfaces with other trades, start-up, testing and operation are correct, complete, in compliance with contract documents and manufacturer's recommendations and are ready for functional performance testing.

Functional Performance Tests (FPT): Contractor testing of installed building assemblies, components, equipment, systems and interfaces which confirms correct performance through all operating modes and compliance with contract documents and manufacturer's recommendations.

SUBMITTALS

Reference the General Conditions of the Contract for submittal requirements.

PART 2 – PRODUCTS

EQUIPMENT

Provide equipment required to perform startup, checkout and testing. Equipment to be calibrated within the past year and in accordance with the manufacturer's recommendations.

PART 3 – EXECUTION

MEETINGS

Each contractor is required to attend meetings related to commissioning (pre-construction, construction progress, etc.) and have personnel requested by CxP in attendance to facilitate quality control and coordinate commissioning efforts.

The CxP will present an overview of the project's commissioning process at the pre-construction meeting. The commissioning team members will be identified and their responsibilities reviewed.

At subsequent meetings, contractors are to provide a review of project progress, a report on the status of issues, commissioning tasks and scheduling for future commissioning tasks.

SCHEDULING

Reference General Conditions Article 13 for Contractor responsibilities for scheduling. Each contractor shall provide the Contractor a detailed schedule and regular updates of commissioning tasks for incorporation into the project schedule.

ISSUES LIST

Each contractor is responsible for completing action items in a timely manner that are noted in the Issues List as their responsibility. Timely response and successful completion are a requirement to avoid withholding of payment.

CxP SITE VISITS

Commissioning is a team effort requiring the cooperation of all parties. Contractors are to proactively carry out their commissioning responsibilities and are to assist the CxP during site visits in performing commissioning tasks. This includes providing access to and demonstrating the installation, operation, and testing of commissioned systems; responding to CxP requests for information; carrying out proactive and corrective actions; and accurate reporting on system status and conditions.

CONSTRUCTION VERIFICATION

The construction verification checklists are a formalized means to provide individual workers the criteria for a successful installation, adherence to the construction documents and to easily track construction progress.

Each assembly, component, equipment, system and interface to be commissioned shall be verified by the installer at the site while work is underway and documented on the construction verification checklists. The contractor is responsible for successfully completing installations, documenting this on the construction verification checklist forms and correcting all deficiencies.

Contractor shall periodically review the construction verification schedule with the CxP allowing advance notice of activities of 5 business days so that the CxP may witness as deemed necessary. If CxP identifies more than a 10% discrepancy rate during confirmation of construction verification, the contractor shall correct all deficiencies and revalidate all items covered by that checklist and resubmit new checklists. The cost of reconfirmation of construction verification due to equipment or construction deficiencies is the responsibility of the contractor and subject to deductive change order at DFD's discretion. Correction of

1 deficiencies and revalidation are the responsibility of the contractor and are not subject to time extensions
2 or delay claims.

3
4 Complete the construction verification checklists in each Division's Commissioning Section for this project
5 and submit to the CxP for review and comment. Contractor should make multiple copies of the blank test
6 forms as needed for duplicate items. The "Checklist Tracking ID" on the form is only applicable where a
7 checklist tracking ID system is being used by the CxP.

8 9 **FUNCTIONAL PERFORMANCE TESTING**

10
11 Complete the functional performance test procedures included on the functional performance test forms in
12 each Division's Commissioning Section on this project. Coordinate with DFD, A/E and CxP so they may
13 witness and document test results. If the forms include a "SAMPLE" water mark then the AE will edit the
14 forms prior to the start of testing. If forms do not include a "SAMPLE" water mark, then they are the
15 forms that will be used for the testing.

16
17 Contractors are responsible for completion and coordination of their work with all trades prior to testing,
18 preplanning testing procedures, performing preliminary functional performance testing using test forms,
19 insuring necessary staff and resources are on hand and expediting testing. This includes completion of
20 testing and balancing by the HVAC contractor required for successful functional performance testing.
21 Failure to complete or coordinate work, preplan or have staff and resources available to carry out testing
22 will result in retesting. Submit completed preliminary functional performance test forms to CxP for review
23 prior to scheduling testing for witnessing.

24
25 Contractor shall coordinate functional performance testing with DFD, the A/E, CxP and Agency and notify
26 them 5 business days prior to testing so that they may witness and document the test results. All contractors
27 involved with specific assemblies, components, equipment, systems and interfaces shall have qualified
28 installers and technicians present at the same time working together to perform testing and demonstrate
29 correct performance through all operating and failure modes and compliance with contract documents and
30 manufacturer's recommendations.

31
32 CxP shall establish sampling protocol and at the time of testing select sample test locations for identical
33 pieces of equipment. Where simulation of conditions or altering of setpoints or values is required to achieve
34 an operating or failure mode for testing, the contractor must receive CxP approval.

35
36 With DFD's oversight, the CxP is responsible for witnessing functional performance testing and recording
37 the results and deficiencies. Correct minor deficiencies during testing. Deficiencies that cannot be corrected
38 during testing will be documented and subject to retest. Retesting will continue until no deficiencies
39 remain.

40
41 Retesting is required when testing cannot be successfully completed. Deficiencies requiring retesting
42 include:

- 43 • Incomplete work and/or coordination with others
- 44 • Inadequate preparation of systems for testing
- 45 • Inadequate preplanning
- 46 • Inadequate staff, equipment, tools or resources for testing
- 47 • Material, equipment or construction deficiencies
- 48 • Incomplete or failed test due to reasons under the Contractor's responsibility

49
50 The cost of retesting is the responsibility of the contractor and subject to deductive change order at DFD's
51 discretion. Correction of deficiencies and retesting are the responsibility of the contractor and are not
52 subject to time extensions or delay claims.

53 54 **OPERATION AND MAINTENANCE (O&M) DATA**

55 Reference Division 01 General Requirements.

1
2 **AGENCY TRAINING**

3 Provide agency training using final O&M data. Training sessions to include classroom and site
4 presentations as appropriate. Demonstrate operation of systems and equipment. Review setpoints and
5 operating parameters. Demonstrate preventive and routine maintenance procedures as well as common
6 repairs. Videotape training sessions providing reasonable video/audio quality and provide final record in
7 labeled DVD format to agency along with a sign off sheet demonstrating receipt by the agency.
8

9 **END OF SECTION**