

**ROOF REPLACEMENT
BLACK RIVER CORRECTIONAL CENTER
DEPARTMENT OF CORRECTIONS
BLACK RIVER FALLS, WISCONSIN**

**GPC (General Prime Contractor)
BID DOCUMENT
VOLUME 1**

Division Project No. **24J1H**

JANUARY 6, 2026

FOR
THE STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF FACILITIES DEVELOPMENT
STATE OF WISCONSIN ADMINISTRATION BUILDING - 7TH FLOOR
101 EAST WILSON STREET - P.O. BOX 7866
MADISON, WISCONSIN 53707



By

**LIEN AND PETERSON ARCHITECTS
4675 ROYAL DRIVE
EAU CLAIRE, WISCONSIN 54701
715-835-7500**

Page Intentionally Left Blank

1	TABLE OF CONTENTS GPC BIDDERS (10/2025)	
2		
3	Division Project No. 24J1H	
4		
5	DIVISION 01 – GPC BIDDING AND CONTRACT REQUIREMENTS	Pages Thru
6	TITLE PAGE	1
7	TABLE OF CONTENTS	TC-2
8		
9	GPC BIDDING REQUIREMENTS	
10	GPC Invitation to Bid	A-2
11	GPC Instructions to Bidders	B-12
12	Bid Form – General Prime Contractor (GPC)	C-3
13	Sealed Bid Envelope Label	1
14	General Prime Contractor (GPC) Bid Bond Form (DOA-4190)	1
15	Designation of Confidential and Proprietary Information Form (DOA-3027)	1
16		
17	Request for Submittal Approval (DOA-4523)	1
18	Request for Subcontractor Approval (DOA-4225)	1
19		
20	CONTRACT FORMS	
21	Performance Bond 100% Form (DOA-4188)	2
22	Payment Bond 100% Form (DOA-4187)	2
23	Contract Form (DOA-4504)	2
24		
25	CONDITIONS OF THE CONTRACT	
26	Index to the General Conditions	1
27	General Conditions of the General Prime Contractor Contract (DOA-4193P)	34
28	Supplementary General Conditions	SGC-1
29	Submittal Log	SL-1
30		
31	DIVISION 01	
32	General Requirements	GR-17
33	Agency Specific Requirements (Corrections)	
34	Contractor Site Access and Working Requirements	AGRsp-6
35	DOC POC-0054_ContractorVolunteerBrochure	2
36	01 33 00 Electronic Submittal Procedures	01 33 00-6
37	01 74 19 Construction Waste Management	01 74 19-4
38	01 91 01 Commissioning Process	01 91 01-4
39		
40	DIVISION 02 – EXISTING CONDITIONS	
41	Section Title	
42	02 05 00 Common Work Results for Existing Conditions	02 05 00-4
43	02 41 13 Demolition	02 41 13-4
44		
45	DIVISION 06 – WOOD, PLASTICS AND COMPOSITES	
46	Section Title	
47	06 10 53.01 Miscellaneous Rough Carpentry – Roofing	06 10 53.01-2
48		
49	DIVISION 07 – THERMAL AND MOISTURE PROTECTION	
50	Section Title	
51	07 05 05 Selective Demolition for Thermal and Moisture Protection	07 05 05-5
52	07 08 00 Commissioning of Thermal and Moisture Protection	07 08 00-9
53	07 21 00 Thermal Insulation	07 21 00-2
54	07 61 31 Standing Seam Sheet Metal Roofing	07 61 31-20
55	DFD Installer Warrantee (5 year)	2
56	DFD System Warrantee (20 year)	2

1	07 63 00	Sheet Metal Roofing Specialties	07 63 00-8
2	07 92 00	Joint Sealants	07 92 00-3
3			
4	DRAWINGS – Bound Separately		
5	Title		Sheet No.
6			
7	GENERAL		
8	Title Sheet, Sheet Index, Project Location Maps		G101
9			
10	CIVIL		
11	Site Plan		C201
12			
13	ARCHITECTURAL		
14	Correction Center Overall Demo Roof Plan		A201
15	Correction Center Enlarged Demo Roof Plans – North		A202
16	Correction Center Enlarged Demo Roof Plans – South		A203
17	Accessory Buildings Demo Roof Plans		A204
18	Correction Center Overall Roof Plan		A301
19	Correction Center Enlarged Roof Plans – North		A302
20	Correction Center Enlarged Roof Plan – South		A303
21	Accessory Buildings Roof Plans		A304
22	Exterior Elevations		A401
23	Exterior Elevations		A402
24	Exterior Elevations		A403
25	Accessory Building Elevations		A404
26	Details		A501
27	Details		A502
28			
29		***	

1 **GPC INVITATION TO BID (Rev 10/2025)**
2 DIVISION OF FACILITIES DEVELOPMENT

3
4 **ROOF REPLACEMENT**
5 **BLACK RIVER CORRECTIONAL CENTER**
6 **DEPARTMENT OF CORRECTIONS**
7 **BLACK RIVER FALLS, WISCONSIN**

8
9 Division Project No. 24J1H

10
11 **BID SUBMISSION DUE by 1:00 PM, BID OPENING for GPC BIDDERS: 2:00 P.M., February 19, 2026.**

12
13 OWNER: State of Wisconsin, Department of Administration, Division of Facilities Development, hereinafter
14 termed DFD.

15
16 **All potential bidders must be certified by DOA prior to submitting bids on state construction projects over**
17 **\$100,000.** All bids received from contractors who are not certified will be rejected. Contractor certification
18 applications and instructions for completing the form may be obtained from the DOA Website DFD Contractor
19 Certification page: <https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx> or upon request from
20 DFD--email dfdcertification@wisconsin.gov.

21
22 This project is being let using the single prime bidding and contracting process. DFD will publicly bid the applicable
23 mechanical, electrical, plumbing, and fire protection (MEP) divisions of work **first**. Within 5 days of the MEP bid
24 opening, DFD will identify a lowest, qualified, responsible, certified bidder in each applicable MEP division of
25 work. These successful MEP bids must be included in all general prime contractor bids received. No later than 5
26 days after DFD identifies the successful MEP bids, DFD will publicly open general prime contractor bids. **General**
27 **prime contractor bids that do not include the successful MEP bids will be rejected.** The state will enter into a
28 single contract with the lowest, qualified, responsible, certified general prime contractor and this general prime
29 contractor will enter into subcontracts with the successful MEP bidders. **If a project does not include any**
30 **mechanical, electrical, plumbing, or fire protection divisions of work, DFD will bid one bid package for all**
31 **work to general prime contractors.**

32
33 Sealed bids will be received as follows, before the time indicated above:

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

41
42 The bidder is responsible for the sealed bid being delivered to the indicated location or submitted via the eBuilder
43 Bid Portal before the time specified for the bid submission. Third party delivery is entirely at the bidder's risk.

44
45 Bid opening will be conducted via Microsoft Teams. Bidders may call the Microsoft Teams teleconference number:
46 (608) 571-2209, conference ID: 484 588 360#, on the day of the bid to hear the bid results announced on the day
47 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.
48 Bidders may also join the Microsoft Teams meeting via Microsoft Teams:
49 [Click here to join the meeting](#)

1 In general, the work consists of: removal of asphalt roofing from the existing 29,995 square foot main facility
2 building, with installation of new rigid insulation, wood blocking, sheathing, fully covered by ice dam membrane,
3 and standing-seam metal roofing. Existing skylights will be removed, and the openings filled to match the existing
4 decking. Gutters and downspouts will be added to limited areas to interscept excess precipitation runoff near doors
5 and access points. Snow guards will be installed to prevent damage to gutters, and limit snow cascades from one
6 roof surface to another. The 3,627 square foot maintenance building will have an overlay of rigid insulation, wood
7 blocking, sheathing, fully covered by ice dam membrane, and standing-seam metal roofing. The 808 square foot
8 picnic shelter will have all roofing panels removed and new panels installed, anchored to existing wood structure.
9

10
11 Bidding documents (drawings, specifications, and addenda) may be obtained only as electronic files (in PDF
12 format): as a downloadable file from the Division's Projects Bidding website (see website address below). Bidding
13 documents may also be seen at various Builders' Exchanges. Additional project bidding information, including plan
14 holders lists are available on the Division of Facilities Development public website:
15 <https://doa.wi.gov/Pages/AboutDOA/FacilitiesDevelopment.aspx>. Bid submissions will occur in a unique bid portal
16 link available in each bid advertisement. After opening the bid portal link, confirm your company and contact
17 details, then click save.. No deposit is required to obtain documents for bidding purposes.
18

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

20
21 Bid Guarantee in the amount of 10% of the Bid must accompany each bid submitted.
22

23 Contract offer and construction phase records will be processed electronically via eBuilder.
24

25 **The 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) repealed Wisconsin's prevailing wage laws.**
26 **Effective September 23, 2017, state prevailing wage requirements on state building projects no longer apply.**
27 **These changes take effect for projects advertised for bid after September 23, 2017. This change does not**
28 **affect the Federal Davis Bacon Act requirements.**
29

30 A non-mandatory pre-bid tour is scheduled for 10:00 AM, Thursday February 5, 2026 at the main lobby of the facility.
31 It is encouraged that contractors attend. Please contact Gregory Granlund, AIA, Lien and Peterson Architects, 715-
32 875-3500, or gregoryg@2dlp.com for additional information. All attendees must complete background checks using
33 a link provided by the facility no later than January 21, 2026.
34

35 **The application of the 5% permissive bidding preference pursuant to Wis. Stat. § 16.855(10m)(am)3. for**
36 **certified minority businesses is currently paused.**
37

38 Bidding Documents will be available online immediately upon the project being advertised for bid.
39

40 ***

1 **GPC INSTRUCTIONS TO BIDDERS (Rev 10/2025)**

2
3 Division Project No. **24J1H**

4
5 **INDEX**

- 6
7 1. Definitions
8 2. General
9 3. Drawings and Specifications
10 4. Interpretation
11 5. Mandatory Pre-Bid DOA Certification
12 6. Bid Guarantee
13 7. Withdrawal of Bids
14 8. Contract Form
15 9. Contract Interests by State Public Official
16 10. Minority Business Enterprise and Disabled Veteran-Owned Business Involvement
17 11. Substance Abuse Prevention
18 12. Method of Award - Reservation
19 13. Security for Separate 100% Performance and Separate 100% Payment
20 14. Taxes
21 15. Submission of Bids
22 15a Submission of Bids in the eBuilder Bidding Portal
23 16. Base Bid
24 17. Informational Bids
25 18. Unit Prices
26 19. Stated Allowances
27 20. Subcontractors
28 21. Commencement and Completion
29 22. eBuilder Project Management Information System (PMIS)
30 23. Work by the State

31
32 **1. DEFINITIONS**

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

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

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

42 (d) "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)2.
43

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

48 (f) "General Prime Contractor" is a contractor that enters into a contract with the state to perform all work as
49 required by the Contract Documents and enters into contracts with subcontractors including MEP Subcontractors
50 identified by DFD.
51

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

1
2 (h) “Subcontractor “is all subcontractors on a project. This includes MEP Subcontractors, subcontractors to the
3 MEP Subcontractors, and Non-MEP Subcontractors.
4

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

9 2. GENERAL

10 Time for bid opening shall be the prevailing central standard or daylight saving time in force at Madison, Wisconsin,
11 on the date set forth in the Invitation to Bid.
12

13 All potential bidders must be certified by DOA prior to submitting bids on state construction projects over \$100,000.
14 All bids received from contractors who are not certified will be rejected. Contractor certification applications and
15 instructions for completing the form may be obtained from the DOA Website DFD Contractor Certification page:
16 <https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx> or upon request from DFD--email
17 dfdcertification@wisconsin.gov.
18

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

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

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

40 The Bidder shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the
41 site, conditions of actual job site, and facilities for delivering, storing, placing, and handling of materials and
42 equipment.
43

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

49 All bidders shall have established and diligently maintained a satisfactory safety program, and if eligible for
50 Experience Modification Rating (EMR), must have a rating of 1.20 or less as established by the Wisconsin
51 Compensation Rating Bureau (WCRB) or the National Council on Compensation Insurance (NCCI).
52
53
54

1 **3. DRAWINGS AND SPECIFICATIONS**

2 The drawings and specifications that form a part of this contract, as stated in Article 3 of the General Conditions, are
3 listed in the Table of Contents of these specifications.
4

5 Complete sets of Contract Documents for all trades will be issued to all Bidders, irrespective of the category of work
6 to be bid on, in order that all Bidders may be familiar with the work of other trades as they affect their bid.
7

8 **4. INTERPRETATION**

9 No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during
10 the bid period. Bidders shall bring inadequacies, omissions or conflicts to the Architect/Engineer's attention at least
11 ten (10) days before MEP bidding commences. If a project does not include any mechanical, electrical, plumbing, or
12 fire protection divisions of work, bidders shall bring inadequacies, omissions or conflicts to the Architects/Engineer's
13 attention at least ten (10) days before GPC bid opening. Prompt clarification will be supplied to all bidders of record
14 by addendum.
15

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

20 Neither the Architect/Engineer nor DFD will be responsible for verbal instructions.
21

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

23 All potential bidders must become certified as qualified and responsible bidders **before** they can bid on state projects
24 over \$100,000. The criteria for determining certification of qualified and responsible bidders are itemized in Wis.
25 Stat. s. 16.855(9m). If DFD determines that more experience is necessary for a particular project, DFD may include
26 additional requirements.
27

28 **6. BID GUARANTEE**

29 A bid bond prepared on the Bid Bond Form bound herein, payable to the State in the amount not less than 10% of the
30 maximum bid shall accompany each bid as a guarantee. A bank certified check or a cashier's check may accompany
31 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
32 with the state (including failure to obtain certificate of insurance and separate 100% performance and 100% payment
33 bonds) may result in forfeiture of the Bid Bond. The company issuing the Bonds must be licensed to do business in
34 Wisconsin.
35

36 Any bid which is not accompanied by a bid guarantee will not be accepted and will not be read at the bid opening.
37

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

42 **7. WITHDRAWAL OF BIDS**

43 Prior to the time fixed for bid opening, hand delivered or mailed bids may be withdrawn by written request from the
44 Bidder, bids submitted within the eBuilder Bidding Portal may be withdrawn using the "Recall Bid" feature in the
45 portal without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened.
46

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

50 If a bid contains an error, omission, or mistake, the bidder may limit liability to the amount of their bid guarantee by
51 giving DFD written Notice, within seventy-two (72) hours of the bid opening, of their intent not to execute the contract
52 with the state. If no such notice is given, DFD reserves the right to obtain the amount of the difference in bid price
53 between the low bidder and the next low bidder.
54

1 **8. CONTRACT FORM**

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

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

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

18 **10. MINORITY BUSINESS ENTERPRISE AND DISABLED VETERAN-OWNED BUSINESS**
19 **INVOLVEMENT**

20
21 “Minority Business Enterprise” (MBE) means: a business certified by the Wisconsin Supplier Diversity Program
22 under Wis. Stat. s. 16.287(2).
23

24 “Disabled Veteran–Owned Business” (DVB) means: a business certified by the Wisconsin Supplier Diversity
25 Program under Wis. Stat. s. 16.283(3).
26

27 In awarding construction contracts, the Department of Administration shall attempt to ensure that 5 percent of the total
28 amount expended in each fiscal year is awarded to contractors which are minority businesses, as defined under Wis.
29 Stat. s. 16.75(3m)(a).
30

31 In awarding construction contracts, the Department of Administration shall attempt to ensure that at least 1 percent of
32 the total amount expended each fiscal year is awarded to contractors that are disabled veteran-owned businesses.
33

34 In order to assist the department in these endeavors we strongly encourage General Prime Contractors to use MBEs
35 and DVBS.
36

37 Every General Prime Contractor will be required to submit a report to DFD, on a monthly basis and upon completion
38 of the contract, which identifies the Minority Business Enterprises and Disabled Veteran–Owned Business to whom
39 work was directly subcontracted and the value of said work. Subcontractors, material suppliers, etc. under contract to
40 a subcontractor of a General Prime Contractor may not be used for reporting purposes under this paragraph unless
41 certified by the Wisconsin Supplier Diversity Program office. An MBE/DVB monthly report form will be sent to the
42 Bidder after the Notice to Proceed is issued.
43

44 For assistance in identifying DOA certified MBE and DVB companies:

- 45 1. Search the Supplier Diversity Program’s Database for Diverse, Certified Suppliers
46 <https://wisdp.wi.gov/Search.aspx>.
47 (Note: The search is dynamic and will allow you to search by Business Name, Construction Division of Work
48 Codes, Products/Services, Owner Name, etc.)
49
- 50 2. Email the certified, diverse suppliers you wish to consider and copy the Wisconsin Supplier Diversity
51 Program at DiverseSpend@wi.gov regarding logistics of them being considered for subcontracting
52 opportunity.

1 (Note: GPCs are encouraged to give certified, diverse suppliers at least 10 business days' notice when
2 possible.)
3

4 3. Contact the Supplier Diversity Program with questions – DiverseSpend@wi.gov, or visit their website at:
5 <https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>.
6

7 *The application of the 5% permissive bidding preference pursuant to Wis. Stat. § 16.855(10m)(am)3. for certified
8 minority businesses is currently paused.
9

10 **11. SUBSTANCE ABUSE PREVENTION**

11 Mission/Purpose: The State of Wisconsin recognizes and supports drug-free workplace programs as an important
12 element in the national strategy to reduce the devastating effects of drug and alcohol abuse in our society. The State
13 requires contractors, subcontractors, suppliers and vendors to establish and enforce drug-free workplace policies and
14 programs that conform to Sec 103.503 of the Wisconsin Statutes.
15

16 Statement: The possession, use of, distribution or purchase of illegal drugs, or use of alcohol at work by any employee
17 on State of Wisconsin construction job sites, is strictly prohibited.
18

19 The terms of this Substance Abuse Program Statement shall cover all construction personnel who are working on State
20 of Wisconsin job sites. This includes employees of all Contractors, Subcontractors, contractor suppliers, and their
21 employees working at the job site.
22

23 General Prime Contractor's and Subcontractor's Written Program: Each General Prime Contractor and Subcontractor
24 shall have in place a written Substance Abuse Program conforming to Sec 103.503(3) of the Wisconsin Statutes.
25

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

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

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

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

43 **12. METHOD OF AWARD - RESERVATION**

44 **General prime contractor bids that do not include the successful MEP bids identified by DFD will be rejected.**
45

46 The general prime contract will be awarded based on the following, as long as the cost does not exceed the amount of
47 project funds available:
48

49 The lowest dollar amount is submitted by a qualified, responsible, certified bidder on a SINGLE BASE BID
50 for all work comprising the project.
51

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

1
2 Firms wishing to be considered for the 5% bidding preference must be certified as a minority business enterprise or
3 disabled veteran-owned business by the Wisconsin Supplier Diversity Program and so indicate in the space provided
4 on the Bid Form that preference is requested.
5

6 *The application of the 5% permissive bidding preference pursuant to Wis. Stat. § 16.855(10m)(am)3. for certified
7 minority businesses is currently paused.
8

9 DFD reserves the right to reject any and all bids, or to waive any informality in any bid, or to accept any bid which
10 will serve the best interests of the State.
11

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

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

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

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

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

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

36 **14. TAXES**

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

39 In accordance with section 71.80(16)(a), Wis. Stats., SURETY BOND; NONRESIDENT CONTRACTOR. "All
40 nonresident persons, whether incorporated or not, engaging in construction contracting in this state as contractor or
41 subcontractor and not otherwise regularly engaged in business in this state, shall file a surety bond with the
42 department (Wisconsin Department of Revenue MS 5-77 Attn: Non-Resident Surety Bonds, 2135 Rimrock Rd.,
43 Madison, WI 53713, telephone (608)266-2776) payable to the department of revenue, to guarantee the payment of
44 income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld
45 from wages of employees, together with any penalties and interest thereon. The amount of the bond shall be 3% of
46 the contract or subcontract price on all contracts of \$100,000 or more..."
47

48 **15. SUBMISSION OF BIDS**

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

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

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

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

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

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

16
17 Any addendum issued during the time of bidding shall become a part of the Contract Documents. Bidders shall
18 acknowledge receipt of such addendum in the appropriate space provided on the Bid Form. A bid will be rejected if
19 receipt of an addendum applicable to the award of contract has not been acknowledged on the Bid Form. Note that
20 while acknowledging addenda in the bid portal is essential, it is not the only acknowledgement required. Ensure that
21 all addenda are acknowledged on the provided lines of the DFD Bid Form to avoid potential rejection.
22

23 **15A. SUBMISSION OF BIDS IN THE EBUILDER BIDDING PORTAL**

24
25 **Note:** The eBuilder Bidding Portal uses a separate log in from the standard eBuilder accounts used for project access.
26 To submit bids, bidders must create a Bidding Portal account. If this is your first time bidding, navigate to the unique
27 bidding link and choose "Create Account" under "Are you a first time bidder?"
28

29 The preferred method for bid submission is a PDF scanned file of all required bid documents, including bid and bid
30 bond forms with original wet signatures or properly transmitted electronic signatures (only PDF files will be accepted)
31 submitted via the eBuilder Bidding Portal.
32

33 For bids being hand delivered, mailed, or sent via a third party deliver service, bidders are encouraged to submit their
34 bids using the **SEALED BID** envelope label that is provided within the specifications. DFD is not responsible for
35 bids not clearly labeled as required. Bids shall be signed, sealed, and delivered to the place indicated in the Invitation
36 to Bid before the time designated in the Invitation to Bid. All bids shall be identified with the Project Name, Project
37 Number, Project Location, Category of Work being bid on, Bid Date, and the Name and Address of Bidder. **Delivery**
38 **to a post office box does not constitute receipt of a bid.**
39

40 The eBuilder Bidding Portal will still require that bidders upload PDFs of bid forms, bonds, and powers of attorney
41 containing e-signatures, e-corporate seals, and e-notaries affixed to each document in accordance with the Surety's
42 obligations. We will require telephone numbers for all signatories as well as the bond principal and issuing surety
43 for oral verification. Bids must be accompanied by a bid guarantee, which may take the form of a properly executed
44 DFD form of bid bond. If a bidder elects to use a bid bond as their bid guarantee, such bid bond must be
45 accompanied by a power of attorney, which DFD will only accept as genuine if it is properly notarized. Wisconsin
46 law permits the use of (electronic) remote online notarization if it is performed using **technology providers that**
47 **have been approved by the Department of Financial Institutions (DFI).** If a bidder elects to use remote online
48 notarization it is the responsibility of the bidder and its surety to ensure that the technology provider has been
49 approved by DFI. DFD reserves the right to reject bids submitted electronically if a bidder uses a remote online
50 notarization technology provider that has not been approved by DFI.
51

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

1 business days prior to submission of bids. Please contact doadfdmbids@wisconsin.gov regarding any
2 proposed electronic signature software. Failure to obtain pre-approval may result in bid rejection.
3

4 Electronically signed Bid Forms and Bid Bonds are recommended. DFD will require the apparent low bidders to
5 submit "hard copy" versions of their bid documents if they are not electronically signed with approved software,
6 prior to contract initiation. DFD may also require the other bidders to submit hard copy versions of bid documents
7 before any contracts are initiated. Hard copy versions must be received within seven (7) days of request.
8

9 **1. Accessing the Bid Package:**

- 10 ○ Navigate to the projects out for bid page and select the project of interest
- 11 ○ Click on the unique bid package link to access the eBuilder Bidding Portal.
- 12 ○ Please note that the login credentials for the Bidding Portal will differ from your standard eBuilder
13 Single Sign-On account login.
- 14 ○ If this is your first time bidding, navigate to the unique bidding link and choose "Create Account"
15 under "Are you a first time bidder?"
- 16 ○ After logging into the Bid Portal, confirm your company and contact details, then click save.
- 17 ○ Upon logging in to the project, locate and "Accept" the package invitation.

18 **2. Viewing and Downloading Documents:**

- 19 ○ Navigate to the "Invitation Documents" tab to view and download all relevant project documents.
- 20 ○ Any additional addenda notifications will be accessible under the "Addenda" section. Ensure to
21 download the addenda files from the "Invitation Documents" tab.

22 **3. Submitting Your Bid:**

- 23 ○ Return to the Bidding Portal and proceed to the "Response Form" section.
- 24 ○ Step 1: Enter your bid amount and total cost in the designated fields.
- 25 ○ Step 2: Upload your Bid Bond and Bid Form documents as required.
- 26 ○ Step 3: Acknowledge any applicable addenda. Note that while acknowledging addenda in the bid
27 portal is essential, it is not the only acknowledgement required. Ensure that all addenda are
28 acknowledged on the provided lines of the DFD Bid Form to avoid potential rejection.
29

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

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

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

39 **16. BASE BID**

40 Base Bids shall be received as follows:
41

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

44 Base Bid No. 1. All Work, as per specification Divisions 2 thru 34, applicable provisions of Division 01 and related
45 drawings.
46

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

49 **17. INFORMATIONAL BIDS**

50
51 **None.**
52

1 **18. UNIT PRICES**

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

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

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

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

16
17 **19. STATED ALLOWANCES**

18 **None.**

19
20 **20. SUBCONTRACTORS**

21
22 **GENERAL PRIME CONTRACTOR SUBCONTRACT WITH MEP SUBCONTRACTORS:**

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

30
31 The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors and
32 General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP
33 Subcontractor.

34
35 As the work progresses under any MEP subcontract for construction of a project, the General Prime Contractor shall,
36 upon request of a subcontractor, pay to the subcontractor an amount equal to the proportionate value of the
37 subcontractor's work properly completed, less retainage. The retainage shall be an amount equal to not more than 5
38 percent of the subcontractor's work completed until 50 percent of the subcontractor's work has been completed. At 50
39 percent completion, no additional amounts may be retained, and partial payments shall be made in full to the
40 subcontractor unless the department certifies that the subcontractor's work is not proceeding satisfactorily. At 50
41 percent completion or any time thereafter when the progress of the subcontractor's work is not satisfactory, additional
42 amounts may be retained but the total retainage may not be more than 10 percent of the value of the work completed.
43 Upon substantial completion of the subcontractor's work, any amount retained shall be paid to the subcontractor, less
44 the value of any required corrective work or uncompleted work. All payments the General Prime Contractor makes
45 under this paragraph shall be within 7 calendar days after the date on which the General Prime Contractor receives
46 payment from the department.

47
48 The contract entered into between the General Prime Contractor and an MEP Subcontractor must contain all of the
49 following clauses:

50
51 **Scope of Work.** The MEP Subcontractor scope of work is identical to the General Prime Contractor scope
52 of work included in these bidding and contract documents. By submitting and signing a bid, all bidders have
53 examined all of the Bidding Documents listed in the Table of Contents of the project specifications. The

1 successful bidders will be required to do all work which is shown on the drawings, mentioned in the
2 specifications, or reasonably implied as necessary to complete the division of work bid for this project.
3

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

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

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

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

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

42 In addition (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold harmless
43 (general prime contractor) and its officers, directors, agents, and any others (general prime contractor) is
44 required to indemnify under its contract with the department, and the employees of any of them, from any
45 liability, including liability resulting from a violation of any applicable safe place act, that (general prime
46 contractor) or the state incurs to any employee of (mechanical, electrical, or plumbing subcontractor) or any
47 third party where the liability arises from a derivative claim from said employee, when the liability arises out
48 of the failure of the (general prime contractor) or the state to properly supervise, inspect, or approve the work
49 or work area of (mechanical, electrical, or plumbing subcontractor), but only to the extent that the liability
50 arises out of the acts or omissions of (mechanical, electrical, or plumbing subcontractor), its employees, or
51 anyone for whom (mechanical, electrical, or plumbing subcontractor) may be liable, or from (mechanical,
52 electrical, or plumbing subcontractor's) breach of its contractual responsibilities or arises out of (general
53 prime contractor's) negligence or other fault in providing general supervision or oversight of (mechanical,
54 electrical, or plumbing subcontractor's) work or arises out of the Department of Administration's status as

1 owner of the project or project site. In claims against (general prime contractor) or the state by an employee
2 of (mechanical, electrical, or plumbing subcontractor) or its subcontractors or anyone for whose acts
3 (mechanical, electrical, or plumbing subcontractor) may be liable, the indemnification obligation of this
4 paragraph is not limited by a limitation on amount or type of damage, compensation, or other benefits payable
5 by or for the (mechanical, electrical, or plumbing subcontractor) subcontractors under workers compensation
6 act.

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

13
14 **Retainage.** Retainage shall occur and be in amounts and on a schedule equal to that in the contract between
15 (general prime contractor) and the Department of Administration.
16

17 **MEP AND NON-MEP SUBCONTRACTORS:**

18 Bidders shall submit a completed Request for Subcontractor Approval (Form DOA-4225) with their bid or within
19 seven days of the general prime contractor bid opening. The Request for Subcontractor Form shall also include, to the
20 extent practicable, a list of their suppliers furnishing materials for the project. Submission of a completed Request for
21 Subcontractor Approval form is an element of responsiveness. Failure to submit this completed form within the above
22 time limits will be considered unresponsiveness and may result in contract award to the next apparent low bidder.
23 Refer to Article 11 of the General Conditions for further information.
24

25 **21. COMMENCEMENT AND COMPLETION**

26 The successful General Prime Contractor Bidder must agree to commence the work on or after a date to be specified
27 in a written "Notice to Proceed" issued by the state and to fully complete all the work within **183** consecutive
28 calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is
29 issued. Refer also to General Conditions, Article entitled "Time for Completion of the Project."
30

31 **The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors**
32 **and General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to**
33 **by the MEP Subcontractor.** These milestones will be incorporated into the master project schedule after the
34 Notice to Proceed is issued. The schedule must include, but is not limited to, the following milestone categories as
35 they apply to the project:
36

Start Date (Month/Year)	End Date (Month/Year)	Schedule Milestones
May 2026	June 2026	Mobilization
May 2026	July 2026	Building Enclosure
June 2026	July 2026	Pre-functional Testing and Commissioning
July 2026	September 2026	Architectural Finishes
August 2026	October 2026	Substantial Completion

37

38 **22. EBUILDER PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)**

39 Contract offer and construction phase records including Questions, Requests for Information, Construction Bulletins,
40 Proposals, Change Orders, Schedule of Values, and Requests for Payment will be processed electronically on the
41 eBuilder PMIS. Other construction phase records and applications will be implemented, as they become available.
42

43 Successful Bidders shall have available for use within 72 hours of the bid date and maintain over the course of the
44 construction phase, from date of Notice-to-Proceed through receipt of Final Payment, an Internet connection to access
45 and utilize the eBuilder PMIS.
46

1 **23. WORK BY THE STATE**
2 The following work will be accomplished by DFD or will be let under separate contracts and will not be included
3 under the General Prime Contract:
4
5 ASBESTOS ABATEMENT Refer to Division 01, General Requirements, Article 5. HAZARDOUS
6 SUBSTANCES for regulatory requirements, materials testing results, and General Prime Contractors responsibility
7 regarding ACM.
8
9
10
11
12 ***

1 **BID FORM – GENERAL PRIME CONTRACTOR (GPC) (Rev 10/2025)**
2 DIVISION OF FACILITIES DEVELOPMENT
3 s.16.855 Wis. Stats.
4

5 **ROOF REPLACEMENT**
6 **BLACK RIVER CORRECTIONAL CENTER**
7 **DEPARTMENT OF CORRECTIONS**
8 **BLACK RIVER FALLS, WISCONSIN**
9

10 Division Project No. **24J1H**

11
12 **BID SUBMISSION DUE by 1:00PM,**
13 **General Prime Contractor (GPC) Bid Opening: 2:00 P.M., February 19, 2026.**
14

15 To: State of Wisconsin, Department of Administration, Division of Facilities Development
16

17 (a joint venture)
18 (Limited Liability Company (LLC)
19 (a corporation)
20 (a partnership)

21 We _____ (an individual)
22 _____ (Cross out inapplicable)
23

24 Of _____
25 Street City County State Zip
26

27 hereby agree to execute a contract with the Division of Facilities Development (DFD) and a subcontract with all
28 successful MEP Bidders identified by DFD and listed in this bid, and to furnish satisfactory separate 100%
29 Performance Bond and 100% Payment Bond in the amount specified no later than ten (10) days of the contract offer,
30 and to provide all labor and material required for the construction of the project designated above, for the prices
31 hereinafter set forth, in strict accordance with the Contract Documents prepared by **Lien and Peterson Architects,**
32 **4675 Royal Drive, Eau Claire, WI 54701** for DFD and dated **January 6, 2026.**
33

34 eBuilder Contact for Contract Offer:
35 (For use by DFD to offer the contract within eBuilder)
36

37 Contact Name: _____
38

39 Telephone Number: _____
40

41 Email Address: _____
42

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

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

Page Intentionally Left Blank

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

2
3 **ALL WORK**

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

7
8 for the sum of (\$ _____)

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

11
12
13 UNIT PRICES (listed below are for additions to or deductions from amount of work required under the contract.
14 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)
3/4" thick roof sheathing replacement	Section 06 10 53.01	\$ _____ Per 4'x 8' sheet	8 sheets
Sheet metal gutters	Section 07 63 00	\$ _____ Per linear foot	200 linear feet
Sheet metal dounspouts	Section 07 63 00	\$ _____ Per location	7 locations
Snow guards	Section 07 63 00	\$ _____ Per linear foot	250 linear feet

25
26
27 *Enter bid amount in number characters only (Example \$9,999)*

28
29
30 **Base Bid No. 1 includes the bids from the following successful MEP Subcontractors identified by DFD for the**
31 **mechanical, electrical, plumbing, and fire protection divisions of work in this project. The General Prime**
32 **Contractor shall enter into subcontracts with these MEP Subcontractors:**

33
34 **Fire Suppression Base Bid No. 2:**
35 **Identified Subcontractor: N/A**
36
37 **Amount: N/A**

38
39 **Plumbing Base Bid No. 3:**
40 **Identified Subcontractor: N/A**
41
42 **Amount: N/A**

43
44 **Heating Ventilating and Air Conditioning Base Bid No. 4:**
45 **Identified Subcontractor: N/A**
46
47 **Amount: N/A**

48
49 **Electrical Base Bid No. 5:**
50 **Identified Subcontractor: N/A**
51
52 **Amount: N/A**

Page Intentionally Left Blank

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 by DFD,
3 and to commence the Contract work on or before a date to be specified in a written Notice to Proceed, and to complete
4 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 Addendum No. _____ Date _____

11 Addendum No. _____ Date _____

12 Addendum No. _____ Date _____

13 Addendum No. _____ Date _____

14
15
16
17
18
19 PRIOR TO SIGNING, BIDDERS' ATTENTION IS DIRECTED TO INSTRUCTIONS TO BIDDERS TO AVOID
20 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 _____
(Firm Name)

29
30
31 (Seal, if bid is by a corporation) _____
(Bidder's Printed Name)

32
33 Date: _____ By _____
34 (Signature of Bidder)
35 (Digital Preferred)

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

Page Intentionally Left Blank

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.

Page Intentionally Left Blank



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

Page Intentionally Left Blank



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.

Page Intentionally Left Blank

Page Intentionally Left Blank



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

_____ of _____
Name of Surety 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 _____, _____, in said county,
City State

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

Notary Public

My commission expires _____

This Performance Bond is

APPROVED

Administrator, Division of Facilities Development

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



PAYMENT BOND (100%)

This Surety Bond instrument is hereby executed to guarantee payment of 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 _____,

for the uses and purposes therein set forth. Name of Surety

Given under my hand and notarial seal 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.



GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

INDEX

ARTICLE	PAGE
1. CONTRACT ADMINISTRATION	1
2. DEFINITIONS	1
3. CONTRACT DOCUMENTS	3
4. CONFLICTING CONDITIONS	4
5. CONTRACT SECURITY	4
6. SAFETY AND ACCIDENT PREVENTION	4
7. PROTECTION OF WORK AND PROPERTY	5
8. PERMITS, REGULATIONS, UTILITIES, AND TAXES	6
9. STATE RESPONSIBILITY FOR THE SITE	6
10. GENERAL PRIME CONTRACTOR RESPONSIBILITY FOR CONDITIONS AT THE SITE	7
11. SUBCONTRACTS	7
12. MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION (MEP) SUBCONTRACTORS	9
13. SCHEDULING AND COORDINATION OF WORK	10
14. GENERAL PRIME CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE	12
15. QUALITY CONTROL & INSPECTION	13
16. SUBMITTALS	15
17. EQUALS AND SUBSTITUTIONS	15
18. CHANGES IN THE WORK	16
19. REPORTS, RECORDS AND DATA	19
20. NOTICE REQUIREMENTS	19
21. TIME FOR COMPLETION OF THE PROJECT	19
22. USE AND POSSESSION PRIOR TO COMPLETION	21
23. SUBSTANTIAL COMPLETION	21
24. FINAL COMPLETION AND FINAL PAYMENT	22
25. WARRANTIES	22
26. PAYMENTS TO GENERAL PRIME CONTRACTOR	24
27. PAYMENTS BY GENERAL PRIME CONTRACTOR	26
28. DFD'S RIGHT TO SUSPEND, CORRECT, OR COMPLETE WORK	26
29. DFD'S RIGHT TO TERMINATE CONTRACT	27
30. CLAIMS	28
31. INSURANCE	29
32. NONDISCRIMINATION / AFFIRMATIVE ACTION	32
33. MINIMUM WAGES	33
34. ASSIGNMENTS	34
35. ANTITRUST AGREEMENT	34
36. INDEMNIFICATION	34
37. GENERAL PRIME CONTRACTOR PERFORMANCE EVALUATION	34

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.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

- 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.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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:

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

- 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

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

- 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

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

- 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

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

- 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.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

- 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:

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

- 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.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

- 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.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

- 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

(REV 11/2017)

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

(REV 11/2017)

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%

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

(REV 11/2017)

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

(REV 11/2017)

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.

Page Intentionally Left Blank

1 **SUPPLEMENTARY GENERAL CONDITIONS (Rev 10/2025)**

2 Division Project No. **24J1H**

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: **Lien and Peterson Architects, Inc. 4675 Royal Drive, Eau**
14 **Claire, WI 54701, 715 835 7500.**

15

16 2. **INSURANCE**

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

18

19 "General Prime Contractor's, MEP Subcontractor's and Subcontractor's Public Liability and Property
20 Damage Insurance shall provide adequate protection against the following special hazards, unless provided
21 as part of Comprehensive General Liability coverage: loading and unloading; demolition; hoist. Coverages
22 shall be in the amounts specified in Article 31 of the General Conditions."

23

24 3. **SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY**
25 **WAGE RATES (REPEALED)**

26 **The 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) repealed Wisconsin's prevailing**
27 **wage laws. Effective September 23, 2017, state prevailing wage requirements on state building**
28 **projects no longer apply. These changes take effect for projects advertised for bid after September**
29 **23, 2017. This change does not affect the Federal Davis Bacon Act requirements.**

Page Intentionally Left Blank

SUBMITTAL LOG (2024)
Products, Shop Drawings, Mock-ups, Training, Attic Stock, Warranties

PROJECT NAME: Roof Replacement - Black River Correctional Center				TYPE OF SUBMITTAL CODE							ACTIONS			
PROJECT NO: 24J1H				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
		DIVISION 01		- GENERAL REQUIREMENTS										
		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 33 00		Electronic Submittal Procedures										
		01 74 19		Construction Waste Management (CWM) Plan										GR Art #38
				Summary of CWM Progress Reports										
				Summary of CWM Final Documentation										
		01 91 00		COMMISSIONING - SEE Cx LOG										
		DIVISION 02		- EXISTING CONDITIONS										
		02 05 00		Common Work Results for Existing Conditions										
		02 41 13		Demolition										
		DIVISION 06		- WOOD, PLASTIC & COMPOSITES										
		06 10 53.01		Miscellaneous Rough Carpentry - Roofing										
		DIVISION 07		- THERMAL & MOIST. PROTECT.										
		07 05 05		Selective Demolition for Thermal and Moisture Protection										
		07 08 00		Commissioning of Thermal and Moisture Protection										
		07 21 00		Thermal Insulation										
		07 61 31		Standing Seam Sheet Metal Roofing										
		07 63 00		Sheet Metal Roofing Specialties										
		07 92 00		Joint Sealants										

*** END OF DOCUMENT ***

Page Intentionally Left Blank

1 **DIVISION 01 - GENERAL REQUIREMENTS (Rev 10/2025)**

2

3 Division Project No. **24J1H**

4

5 **INDEX**

6

1. Definitions

7

2. General

8

3. Special Site Conditions

9

4. Inspection of Surfaces

10

5. Hazardous Substances - Asbestos, Lead and Polychlorinated Biphenyls (PCB'S)

11

6. Soil Test Borings

12

7. Mutual Responsibility

13

8. Project Meetings

14

9. Sleeves and Openings

15

10. Cutting and Patching

16

11. Manufacturer's Directions

17

12. Layout

18

13. Supervision

19

14. Field Offices

20

15. Stairs and Scaffolds

21

16. Hoists, Elevators or Cranes

22

17. Signs

23

18. Fence

24

19. Roadway

25

20. Toilets

26

21. Telephones

27

22. Water Supply

28

23. Temporary Electrical Work

29

24. Cold Weather Protection

30

25. Enclosure

31

26. Temporary Heat

32

27. Fire Protection

33

28. Watchpersons

34

29. Storage of Materials

35

30. Protection of Finished Construction

36

31. Protection in General

37

32. Cleaning and Waste Disposal

38

33. Operating and Maintenance Manuals and Instructions

39

34. Tests and Adjustments

40

35. Loose and Detachable Parts

41

36. Erosion Control and Storm Water Management

42

37. Air Quality Management

43

38. Construction Waste Management

44

39. Guarantee Documents

45

40. Record Documents

46

1 **1. DEFINITIONS**

2 In this document, the following terms are defined as:

3
4 (a) "Mechanical, electrical, or plumbing subcontractor" ("MEP Subcontractor") is a contractor that
5 performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection
6 (fire suppression) work for the Project, and enters into a contract with the General Prime Contractor to
7 perform their division of work.

8
9 (b) "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s.
10 16.855(9m)(b)1.

11
12 (c) "Qualified responsible bidder" means a contractor who is a qualified bidder and who is a
13 responsible bidder.

14
15 (d) "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s.
16 16.855(9m)(b)2.

17
18 (e) "Single prime contracting" means bidding and contracting through a process in which only a
19 general prime contractor has a contractual relationship with the state and all mechanical, electrical, or
20 plumbing subcontractors are identified by the department and are subcontractors to the General Prime
21 Contractor.

22
23 (f) "General Prime Contractor" is a contractor that enters into a contract with the state to perform all
24 work as required by the Contract Documents and enters into contracts with subcontractors including MEP
25 Subcontractors identified by DFD.

26
27 (g) "Non-MEP Subcontractor" is a subcontractor to a General Prime Contractor in divisions of work
28 other than mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the
29 General Prime Contractor.

30
31 (h) "Subcontractor" is all subcontractors on a project. This includes MEP Subcontractors,
32 subcontractors to the MEP Subcontractors, and Non-MEP Subcontractors.

33
34 (i) "Contractor" is all contractors working on a project regardless of contractual relationship. This
35 includes the General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all
36 Subcontractors, regardless of tier of subcontract.

37
38 **2. GENERAL**

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

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

50
51 **3. SPECIAL SITE CONDITIONS**

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54

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

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

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

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

Work shall be conducted during normal working hours from 8:00 A.M. to 5:00 P.M. daily, Monday through Friday, in coordination with the User Agency and DFD's Project Representative.

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

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

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

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

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54

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

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

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

4. INSPECTION OF SURFACES

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

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

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

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

Airborne asbestos fibers, lead, and PCB compounds, if encountered, have been determined to be hazardous to one's health. Compliance with all applicable regulations is the Contractor's responsibility. Contractor shall not provide or install any product that contains any amount of asbestos or PCB. Refer to General Requirements, Article 32. CLEANING AND WASTE DISPOSAL for disposal of hazardous waste, if encountered.

ASBESTOS

Contractor's attention is directed to Wisconsin Administrative Code (WAC) NR 447, DHS 159 and the Occupational Safety and Health Act (OSHA) in general, and specifically part 1926.1101--ASBESTOS. Unless otherwise indicated, all materials except for wood, metal, glass and fiberglass are assumed to contain asbestos. Due to the potential hazard associated with sampling, Contractor is responsible for removal of all electrical components which may contain an assumed asbestos material or to provide proper sampling which may disprove asbestos content. Unless otherwise indicated, all caulking, sealants, glazing compounds, gaskets, asphalt roofing materials, damp proofing and miscellaneous adhesives are assumed to contain asbestos and are considered to be Category I non-friable Asbestos Containing Materials (ACM) as defined in NR 447. Contractor is responsible for compliance with all applicable regulations when the work includes disturbing, fastening to, or coring through ACM. The Contractor is responsible for disturbance, removal and/or disposal of all Category I non-friable ACM that will be disturbed by the work. Waste material containing Category I non-friable ACM, is regulated as Construction and Demolition (C&D) waste and may be disposed of at a Department of Natural Resources (DNR) approved C&D waste landfill. If Contractors work methods cause non-friable ACM to become friable, the Contractor is responsible for any necessary remediation and 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.

According to project plans for Project 24J1H, Asbestos Abatement by the State under separate contract is limited to the following asbestos containing materials:

None anticipated.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

The following building materials within the work area have been identified to be ACM:
No building materials within the work area have been sampled and identified to contain asbestos.

The following building materials within the work area have been identified to be non-ACM:
No building materials within the work area have been identified as non-asbestos. Review this section for regulatory requirements and Contractor’s responsibilities regarding ACM.

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

Not applicable to this project.

7. MUTUAL RESPONSIBILITY

Contractor(s) shall coordinate the work with adjacent work and shall cooperate with all other trades to facilitate the general progress of the work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their material. In no case will the Contractor(s) be permitted to exclude from the premises or work, any other Contractor or employees thereof, or interfere with any other Contractor in the executing or installation of their work. Contractor(s) shall arrange the work and dispose of materials so as not to interfere with the work or storage of materials of others and each shall join their work to that of others in accordance with the intent of the drawings and specifications.

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

8. PROJECT MEETINGS

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

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

9. SLEEVES AND OPENINGS

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

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

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

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

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

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

19 **10. CUTTING AND PATCHING**

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

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

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

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

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

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

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

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

50 Wherever any material, finish, or equipment, is damaged, the skilled trade shall accomplish the repair or
51 replacement, in that particular work and the cost shall be charged to the party responsible for the damage.
52 DFD reserves the right to disallow any means and/or methods that, in the opinion of DFD, are harmful to
53 and/or not in the best interest of preserving the improvements receiving the work.
54

1 **11. MANUFACTURER'S DIRECTIONS**

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

5
6 **12. LAYOUT**

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

13
14 Using datum furnished by the State, the lot lines and present levels have been established as shown on the
15 drawings. Other grades, lines, levels and benchmarks, shall be established and maintained by each
16 Contractor, who shall be responsible for them.

17
18 As work progresses, the General Prime Contractor shall lay out on forms and floor, the locations of all
19 partitions, walls and fix column centerlines as a guide to all trades.

20
21 The General Prime Contractor shall make provision to preserve property line stakes, benchmarks, or datum
22 point. If any are lost, displaced or disturbed through neglect of any Contractor, Contractor's agents or
23 employees, the Contractor responsible shall pay the cost of restoration.

24
25 Each Contractor shall verify grades, lines, levels, locations and dimensions as shown on drawings and
26 report any errors or inconsistencies to DFD's Project Representative before commencing work. Starting of
27 work by each Contractor shall imply acceptance of existing conditions.

28
29 **13. SUPERVISION**

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

32
33 **14. FIELD OFFICES**

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

35
36 **15. STAIRS AND SCAFFOLDS**

37 The General Prime Contractor shall:

38
39 Furnish and maintain equipment such as temporary stairs, fixed ladders, ramps, chutes, runways and the
40 like as required for proper execution of work by all trades, and shall remove them on completion of the
41 work.

42
43 Contractors requiring scaffolds shall make arrangements with and compensate the General Prime
44 Contractor for scaffolding, or shall provide their own and remove them upon completion of the work.

45
46 Each Contractor shall underlay its interior scaffolds with planking to prevent uprights from resting directly
47 on the floor construction.

48
49 **16. HOISTS, ELEVATORS OR CRANES**

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

53

1 Equipment and operations for this activity shall comply with applicable Department of Safety and
2 Professional Services and OSHA requirements. No material hoist may be used to transport personnel
3 unless it meets Department of Safety and Professional Services and OSHA requirements for that purpose.
4

5 Contractors shall provide any protection required, temporary or long term, to prevent damage to work in
6 place or in progress. When hoisting activity results in such damage, the responsible contractor shall pay for
7 cleaning, repair or replacement of material or equipment as determined by DFD.
8

9 Equipment, that imposes loads of any kind on work in place, shall not be erected without agreement from
10 DFD.
11

12 At their own discretion, two or more contractors may agree to use common hoisting facilities. Under such
13 arrangements, the allocation of costs, access and scheduling and all other details of the agreement are the
14 responsibility of the contractors involved.
15

16 **17. SIGNS**

17 **No project sign required.**

18
19 No individual advertising signs, plaques or credits, temporary or permanent, will be permitted on the
20 building or premises, except the name of the Contractor on Contractor's office or material shed.
21

22 **18. FENCE**

23 The General Prime Contractor shall provide a neat appearing protective fence as appropriate, constructed of
24 standard studded T-Posts of sufficient length for line posts and spaced not to exceed 8'-0" apart. Corner
25 posts and gate posts are to be galvanized steel pipe of not less than 2 1/2" o.d. and shall be properly braced.
26 A 4-foot high snow fence shall be securely fastened to the supports. Plastic fencing is acceptable. The
27 snow fence shall project 4" above the fence posts. Provide gates, properly constructed and braced,
28 complete with hinges, hasps, and padlocks in number and location required for proper control, delivery and
29 distribution of material and equipment. Gate posts shall be adequately back tied and anchored to insure a
30 rigid installation. All protective fencing shall be maintained in an upright, orderly fashion throughout the
31 construction schedule. In areas where existing trees are to be protected, the area inside the protective
32 fencing shall not be used for any purpose related to construction activities, such as material storage, vehicle
33 parking, portable toilets, or other disruptive activities that would result in damage of any kind to the site
34 inside the fence.
35

36 **19. ROADWAY**

37 The General Prime Contractor may build a temporary roadway for delivery of materials at the Contractor's
38 own expense and maintain it until completion of construction or until service drives are installed. Where
39 possible, build temporary roadway within the confines of the new roadway and allow others to use it at no
40 cost. Any gravel topping used for temporary roadway shall be at least 6" below finished elevation of
41 permanent drives. If temporary roadway is not intended to be converted to a permanent road, all road
42 materials shall be removed upon termination of access need, and the confines of the temporary roadway
43 shall be repaired to match adjacent area.
44

45 **20. TOILETS**

46 The General Prime Contractor shall provide and maintain sanitary temporary toilets, located where directed
47 by DFD's Project Representative, in sufficient number required for the force employed. The toilets shall
48 comply with International Building Code Chapter 29 on Plumbing Systems. Toilets shall be self-contained
49 chemical type.
50

51 The General Prime Contractor shall maintain the temporary toilets in a sanitary condition at all times and
52 shall supply toilet paper until completion of the job.
53

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54

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

Contractor should arrange with state agency to use nearby existing water service. Toilets and slop sinks used by workmen shall be kept clean and sanitary at all times.

23. TEMPORARY ELECTRICAL WORK

Contractor should arrange with state agency to use nearby existing electrical service.

24. COLD WEATHER PROTECTION

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

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

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

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

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

25. ENCLOSURE

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

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

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

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

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

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

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

2

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

5

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

11

12 **26. TEMPORARY HEAT**

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

15

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

18

19 Permanent heating system may be used for temporary heating.

20

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

24

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

28

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

34

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

38

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

41

42 **27. FIRE PROTECTION**

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

49

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

54

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

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

19
20 **28. WATCHPERSONS**

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

24
25 **29. STORAGE OF MATERIALS**

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

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

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

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

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

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

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

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

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

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

54

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

3
4 **30. PROTECTION OF FINISHED CONSTRUCTION**

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

7
8 Wheeling of any loads over any type of floor, either with or without plank protection, will be permitted
9 only in rubber tired wheelbarrows, buggies, trucks or dollies.

10
11 Where structural concrete is also the finished surface, care must be taken to avoid marking or damaging
12 those surfaces.

13
14 **31. PROTECTION IN GENERAL**

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

17
18 Temporary pumps required for pumping water from building excavation or from building proper shall be
19 provided by the General Prime Contractor, including temporary connections. Plumbing Trade shall install
20 permanent sump basins and piping where and when required. Permanent sump pumps shall not be installed
21 until building is substantially complete and when approved by DFD's Project Representative. The General
22 Prime Contractor shall remove temporary pumps and connections when approved by DFD's Project
23 Representative.

24
25 The General Prime Contractor shall:

26
27 Provide, erect and maintain all required planking, barricades, guard rails, temporary walkways, etc., of
28 sufficient size and strength necessary for protection of stored material and equipment; paved surfaces,
29 walks, curbs, gutters and drives; streets adjacent to or within project area; adjoining property and all project
30 work to prevent accidents to the public and the workmen at the job site.

31
32 Notify adjacent property owners if their property interferes with the work so that arrangements for proper
33 protection can be made.

34
35 Provide and maintain proper shoring and bracing to prevent earth from caving or washing into the building
36 excavation. Provide temporary protection around openings through floors and roofs, including elevator
37 openings, stairwells, and edge of slabs.

38
39 Provide and maintain proper shoring and bracing for existing underground utilities, sewers, etc.,
40 encountered during excavation work, to protect them from collapse or other type of damage until such time
41 as they are to be removed, incorporated into the new work, or can be properly backfilled upon completion
42 of new work.

43
44 Provide protection against rain, snow, wind, ice, storms, or heat to maintain all work, materials, apparatus,
45 and fixtures, incorporated in the work or stored on the site, free from injury or damage. At the end of the
46 day's work, cover all new work likely to be damaged. Remove snow and ice as necessary for safety and
47 proper execution of the work.

48
49 Protect the building and foundations from damage at all times from rain, ground water and back-up from
50 drains or sewers. Provide all equipment and enclosures as necessary to provide this protection.

51
52 Damaged property shall be repaired or replaced in order to return it to its original condition. Damaged
53 lawns shall be replaced with sod.

54

1 Protect materials, work and equipment, not normally covered by above protection, until construction
2 proceeds to a point where the general building protection of the area where located, dispenses with the
3 necessity therefore. Protect work outside of the building lines such as trenches and open excavations, as
4 specified above.
5

6 Take all necessary precautions to protect the State's property as well as adjacent property, including trees,
7 shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, etc., from
8 any and all damage which may result due to work on this project.
9

10 Repair work outside of property line in accordance with the requirements of the authority having
11 jurisdiction.
12

13 Repair any work, damaged by failure to provide proper and adequate protection, to its original state to the
14 satisfaction of DFD or remove and replace with new work at the Contractor's expense.
15

16 Protect trees indicated on the drawings to remain and trees in locations that would not interfere with new
17 construction, from all damage. Do not injure trunks, branches, or roots of trees that are to remain. Do
18 cutting and trimming only as approved and as directed by DFD's Project Representative.
19

20 The value of trees destroyed or damaged will be charged against the account of the Contractor responsible
21 for the damage in an amount equal to the expense of replacing the trees with those of similar kind and size,
22 but not to exceed \$1000.00 for any one tree.
23

24 **32. CLEANING AND WASTE DISPOSAL**

25 Contractor shall be responsible for all cleaning required within the technical sections of the specifications
26 governing work under the Contractor's jurisdiction as well as for keeping all work areas, passageways,
27 ramps, stairs and all other areas of the premises free of accumulation of surplus materials, rubbish, debris
28 and scrap which may be caused by the Contractor's operations or that of the Subcontractors.
29

30 Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of
31 each week.
32

33 Combustible waste shall be removed immediately or stored in fire resistive containers until disposed of in
34 an approved manner.
35

36 No burning of rubbish or debris will be allowed at the site. Rubbish, debris and scrap shall not be thrown
37 through any window or other opening, or dropped from any great height; it shall be conducted to the
38 ground, to waiting truck(s) or removable container(s) by means of approved chutes or other means of
39 controlled conveyance.
40

41 Form and scrap lumber shall have all nails withdrawn or bent over; shall be neatly stacked, placed in trash
42 bins, or removed from the premises.
43

44 Spillages of oil, grease or other liquids which could cause a slippery or otherwise hazardous situation or
45 stain a finished surface shall be cleaned up immediately.
46

47 Waste materials removed from the site shall be managed by the contractor and disposed of in accordance
48 with all applicable laws, regulations, codes, rules, and standards. Materials that meet the definition of a
49 hazardous waste (Wis. Admin. Code NR 600) shall be disposed through the State's hazardous waste service
50 contract (Posted on Vendornet <https://vendornet.wi.gov/Contracts.aspx>; search for "hazardous wastes
51 service"), unless otherwise directed in writing by DFD. The Contractor shall prepare all hazardous wastes
52 for transport and disposal. Arrangements for disposal shall be coordinated through DFD's Project
53 Representative. Charges for transport and disposal of hazardous waste by the State's hazardous waste
54 service contractor will be paid directly by the State. Other materials such as soil, debris, sludge, water, etc.

1 generated by project activities which may contain constituents exceeding federal, state, or local
2 environmental cleanup standards must not be removed from the site, or treated and disposed on site without
3 prior written approval of DFD. DFD will provide a list of acceptable offsite disposal or treatment facilities
4 for disposal by Contractor. Other unused or discarded materials may be treated as solid waste. Facilities
5 for recycle, disposal or landfill of such items shall be approved by DFD prior to removal from the site.
6

7 Dust, dirt and other foreign matter shall be removed completely from all internal surfaces of all mechanical
8 and electrical units, cabinets, ducts, pipes, etc.
9

10 Dirt, soil, fingerprints, stains and the like, shall be completely removed from all exposed finished surfaces.
11

12 General Prime Contractor shall wash all glass immediately prior to the occupancy of this project. Work
13 shall include the removal of labels, paint splattering, glazing compound and sealant. Surfaces shall include
14 mirrors and both sides of all glass in windows, borrowed lights, partitions, doors and side lights.
15

16 Broken, scratched or otherwise damaged glass shall be replaced by the General Prime Contractor.
17

18 In addition to the above, the General Prime Contractor shall be responsible for the general "broom"
19 cleaning of the premises and for expediting all of the cleaning, washing, waxing and polishing required
20 within the technical sections of the specifications governing work under this Contract. The General Prime
21 Contractor shall also perform "final" cleaning of all exposed surfaces to remove all foreign matter, spots,
22 soil, construction dust, etc., so as to put the project in a complete and finished condition ready for
23 acceptance and use intended.
24

25 If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, DFD reserves the
26 right to have said work done by others and the related cost(s) will be deducted from monies due the
27 Contractor.
28

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

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

35 The O&M manuals shall include the following:

- 36 • Table of Contents
- 37 • Contact information (including emergency contact number) for installing contractor, original
38 vendor manufacturer and service provider
- 39 • Copy of approved submittals
- 40 • As-built control drawings and sequences of operations
- 41 • Catalog data or literature with correct model number checked
- 42 • Manufacturer's installation and operation instructions including start-up, break-in, shutdown,
43 seasonal, emergency and special operation procedures
- 44 • Manufacturer's maintenance instructions including procedures and instructions for problem
45 corrections, preventive maintenance, testing, alignment, adjustment and repair
- 46 • Complete parts list in an exploded view diagram of the equipment
- 47 • Construction Verification Checklists
- 48 • Inspection and testing reports
- 49 • Maintenance records indicating maintenance performed by contractor prior to substantial
50 completion
- 51 • Equipment warranties including terms and conditions and date of inception (substantial
52 completion) and date of expiration
- 53 • List of special tools or testing equipment required for the operation, testing or maintenance of the
54 equipment

- For items assembled by the Contractor for special functions, write operating and maintenance instructions

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

34. TESTS AND ADJUSTMENTS

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

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

35. LOOSE AND DETACHABLE PARTS

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

36. EROSION CONTROL AND STORM WATER MANAGEMENT

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

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

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

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

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

Soil Erosion and Erodible Materials: Take positive measures to prevent soil erosion from the construction area and areas disturbed by construction activities by employing such means as seed and mulch, mulches,

1 intercepting embankments and berms, sedimentation basins, ditch checks, riprap, erosion mats, silt fence,
2 approved polyacrylamides, inlet protection, or other temporary erosion control devices or methods.

3
4 **Record Keeping:** Maintain a copy of the current erosion control plan on site. Maintain maintenance records
5 and inspection logs on-site for erosion control and storm water management practices. Contractor shall
6 provide project representative with a weekly maintenance and inspection report.

7
8 **Street Maintenance:** Control the tracking of soil onto street and paved surfaces to a minimum. Any such
9 tracking shall be removed no less than on a daily basis.

10
11 **Storm Water Management:** Practices installed for post-construction storm water management shall be
12 protected during construction activity, and in the event that their intended function becomes compromised
13 during construction activity, shall be restored and/or repaired according to Chapters NR 151 and 216, Wis.
14 Adm. Code, for post-construction storm water management.

15
16 Erosion control and storm water management practices shall be installed and maintained in accordance
17 with the WDNR approved technical standards available at the following website:

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

19
20 Responsibility and authority for inspections are vested in the Department of Administration through the
21 Division of Facilities Development.

22
23 Responsibility and authority for maintaining records for NR 216 is the responsibility of the General Prime
24 Contractor.

25 26 **37. AIR QUALITY MANAGEMENT**

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

29
30 The General Prime Contractor shall establish the action plan, in cooperation with other contractor(s),
31 concerning implementation of air quality management on Ozone Action Days. This plan shall include
32 suspending work or modifying operations for all activities related to ozone, volatile organic compounds
33 (VOC) and nitrogen oxide emissions. These work activities include but are not limited to the following:

34 Limit equipment and vehicle refueling to after 6 pm.

35 Limit use of gasoline-powered vehicle and equipment.

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

37 Limit large scale painting with VOC.

38 Limit large scale asphalt roofing and paving.

39 Limit and/or control all dust creating activities.

40
41 For information on air quality readings on Ozone Action Days refer to:

42 1-866-324-5924; or

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

44 45 **38. CONSTRUCTION WASTE MANAGEMENT**

46 See Section 01 74 19 – Construction Waste Management.

47 48 **39. GUARANTEE DOCUMENTS**

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

51

1 **40. RECORD DOCUMENTS**

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

5
6 The daily record of changes shall be the responsibility of Contractor's field superintendent. No arbitrary
7 mark-ups will be permitted.

8
9 Once during the month the Contractor shall present, at the project, the job copy showing variations and
10 changes to date to the Architect/Engineer and DFD Project Representative for their review.

11
12 At substantial completion of the project, the Contractor shall transmit the marked up as-built documents to
13 the Architect/Engineer and copy the DFD Project Representative on the transmittal of the documents. The
14 A/E will incorporate the contractor marked up as-built drawings into the record drawings.

15
16 In addition to providing marked up drawings to the AE, the contractor shall provide (when available)
17 electronic drawing drawings for all contractor generated drawings to the AE. Drawing shall include but not
18 be limited to:

- 19
- 20 • Contractor coordinated BIM models
 - 21 • Fabrication, erection and installation drawings for:
 - 22 • DSPS approved submittals for:

23 ***

Page Intentionally Left Blank



Division of Facilities Development & Management
Supplement to General Requirements, Special Site Conditions
Black River Correctional Center
Department of Corrections
Contractor Site Access and Working Requirements

(2019 2-15)

The following information shall be considered a supplemental part of the bidding documents as pertains to work performed within a Department of Corrections (DOC) Institution or Center (Facility) by Contractor employees and subcontractor employees (Contractor).

This information is presented so that DFD, DOC and Contractor are aware of the requirements regarding standard activities and conduct while working within a DOC Secure Facility. These requirements are supplemental to the 'GENERAL REQUIREMENTS', 'SPECIAL SITE CONDITIONS'. These requirements do not supersede 'GENERAL CONDITIONS OF THE CONTRACT'.

Contractor working conditions may vary depending on each individual DOC Facilities normal operation conditions. Facility specific restrictions relating to the project will be identified at the end of these requirements. These requirements do not prohibit or limit the Facility from establishing immediate, additional security and/or emergency measures, due to unforeseen situations or developing conditions.

Public access to DOC Facilities is limited. Conduct of members of the public is regulated by the laws of the State of Wisconsin, DOC policies and procedures and policies and procedures of the Facility. Anyone entering a DOC Facility for contracted work is bound by Wisconsin State Statute 302.095, which prohibits intent to deliver or delivery of an article to an inmate in a State of Wisconsin Correction Facility and Wisconsin Statute 946.44, which prohibits assisting or permitting escape.

All DOC institutions, centers, facilities and properties prohibit weapons and ammunition, illegal drugs and controlled substances, alcohol, tobacco and related products including matches and lighters. Cell phones, pagers and other electronic equipment are prohibited on site, and must be secured in your vehicle.. Cameras are allowed with prior approval from the Facility Superintendent. Any Contractor employee found with any of these items will be removed from the Facility and may not be permitted to return.

Questions or concerns about working at a DOC Facility should be brought to the attention of the Facility Superintendent.

CONTRACTOR ENTRY REQUIREMENTS (Including pre-bid site tour requirements)

Contractor shall become familiar with the project site as described in the project manual. Contractors shall follow these entry requirements to access and become familiar with the site or participate in the pre-bid tour. A scheduled pre-bid tour date and time may be stated on the Invitation to Bid.

Only Contractor employees approved by Facility Superintendent will be permitted to enter the Secure Areas. Contractors include those employed by the company under contract with the State of Wisconsin and subcontractor employees. Supply and delivery personnel required to enter the Facility are also subject to all requirements and shall follow these entry requirements to access project site at the Facility.

1. Contractor must shall complete form an on-line Facility Security Clearance Background Check form for all personnel that will be working on site including those entering the site periodically. Submit completed forms to the BRCC Superintendent/Designee as noted below. Additional on-line background checks must be submitted for new or additional Contractor employees.
 - A) Pre-Bid Tour: submit completed form a minimum of 24-hours prior to the tour. See item 9 below for process to bring equipment or tools into the Facility.
 - B) Start of Work: submit completed form a minimum of 3-days prior to contractor employee(s) arrival at the Facility.
2. Each Facility has specific concerns and security measures. Prior to commencing construction at the Facility, the Contractor employees shall attend a Facility ‘Orientation Meeting’ to become familiar with that Facility’s security procedures and policies.
3. The Facility Superintendent/designee will notify the Contractor if any of the Contractor’s employees will not be allowed to enter the Facility grounds or the Secure Areas. The Facility Superintendent/designee will inform the Contractor of the reason the employee is restricted from entry. Circumstances that would restrict a Contractor employee’s entry to the Facility grounds or Secure Areas include:
 - A) Felony conviction record
 - B) Probation
 - C) Pending Charges
 - D) Summons
 - E) Court appointment
 - F) Family or friend incarcerated at this Facility
 - G) PREA Allegations
 - H) Other: (to be determined) _____
4. Upon arrival each day, Contractor employees must present a driver license or other photo identification showing their current address and date of birth. Employees without acceptable photo identification will be denied access to the Facility. Acceptable photo identification must be carried on the employee at all times while on Facility grounds.
5. Contractor employees may be required to sign in and out of the visitor’s logbook at the designated entry/exit gate every day.
6. The loss of personal identification, personal items, etc., shall be reported immediately to the Facility Escorting Officer. The Officer will forward that information to the Facility Superintendent. The Contractor employees will be informed of required Security actions that will be implemented by the Facility Superintendent after such notice has been received.
7. Contractor employees will be required to pass through a metal detector.
8. Contractor employees should bring only the equipment or tools necessary for the work at the Facility.
9. Pre-Bid Tour: Prior approval from the Facility Superintendent is required for all equipment and tools (camera, knife, other sharp tools etc.) needed to collect information inside the Secure Areas during the pre-bid tour.
10. If photography is allowed, photos shall not include Facility staff or any inmate(s). Photo subject must be approved by the DOC Facility Escort Officer prior to taking the photo.

CONTRACTOR EMPLOYEE ON-SITE REQUIREMENTS

1. Contractor employees will be required to wear shirts at all times while performing work at the Facility. Shorts may be allowed, but shall not be shorter than fingertip length when standing with proper posture, arms straight down, fingers extended. Clothing worn on site must be in good condition. The following will not be allowed:
 - Clothing or accessories with obscene or profane writing, images or pictures.

- Gang-related clothing, headwear, shoes, logos or insignias.
 - Exposed undergarments.
 - Any clothing that may have the potential to cause undue attention.
 - Clothing that is Green or Grey in color.
2. Do not use Facility telephones without first obtaining the Facility Superintendent approval. Main facility phone number may be used as an emergency contact for Contractor employees. Contractor employee will be notified by Security Escort Officer if the Facility receives an emergency call for Contractor employee.
 3. Contractor employees are responsible for providing their own food and drink. No glassware, glass bottles, metal utensils or knives will be allowed into the Secure Areas.
 4. Contractor shall immediately report to the Security Escort Officer any damage to Facility building(s), building systems, grounds, or utilities, caused by Contractor employee(s). The Security Escort Officer will notify the Facility Superintendent. The Contractor may be held liable for the damage.

INMATE CONTACT

1. Contractor employees shall not engage in conversations, dealings or physical contact with the inmates.
2. Contractor employees shall not give anything to, buy, or take anything from any inmate. Contractor employees shall not bring anything into the Facility for inmates, nor take anything out for them. Inmates know this is a violation of rules for both the inmate and Contractor employee(s).
3. Contractor employees may respond to an inmate by acknowledging a normal greeting. Contractor employees are to refrain from any further conversation with the inmates.
4. Contractor employee(s) are to report any acts of disrespect, inappropriate request or improper behavior by inmates to the Security Staff. Contractor employees shall not respond to the inmate.
5. Contractor employee(s) found to be disruptive or not in compliance with these requirements, may be escorted from the Facility and not be allowed to return. Employee(s) removal may result in restriction to do work at other State of Wisconsin, DOC Facilities.
6. Any Contractor employee(s) observed to be in violation of Wisconsin Statutes or DOC sexual abuse or sexual harassment policies will be escorted from the Facility and not be allowed to return. Such activity shall be reported to law enforcement agencies, unless the activity was clearly not criminal. State Statute 302.095 prohibits the introduction of tobacco, drugs, alcohol, weapons or contraband into the center. This offense is a felony.

Sexual harassment includes: Repeated verbal comments, gestures, or voyeurism, of a sexual nature to an inmate, detainee, resident, volunteer, or staff member, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

WORK HOURS

1. Once Contractor commences project work at the Facility, the contractor is expected to work every day, Monday-Friday. The Facility Superintendent must receive the following notice prior to schedule change:
 - A) Notice before the end of day if the Contractor will not be on site the next work day.
 - B) Minimum 24-hours' notice before the Contractor is allowed to resume work at the Facility.
 - C) 24-hour notice for a change to the proposed work schedule.

This communication must continue throughout the project.

2. Work shall be conducted during normal Facility working hours, Monday through Friday (except Holidays), in coordination with the DOC Facility and DFD Project Representative. A Facility Escort Officer(s) will be assigned to the construction site during Contractor activity.

- A) Normal working hours for this facility are: 7am - 4pm.
 - B) Inmate counts are conducted hourly. During these times, movements of Contractors and employees are not restricted. Mandatory lockdown periods may be extended or changed without advance notice. If necessary, the Facility Escort Officer will make the Contractor employees aware of the changes to the established time frames.
 - C) Contractor shall report to the Main Lobby for check in and entry.
 - D) Contractor shall report to the Main Lobby for check out and exit.
 - E) Prior arrangement must be made for access to the construction site within the Facility Secure Area if required outside regular work hours.
3. Work will be allowed at more than one construction site at a time. Each Facility construction site and Contractor activity requires individualized security measures.

CONTRACTOR VEHICLES, EQUIPMENT/ MACHINERY

- 1. Only necessary construction vehicles and equipment/machinery will be permitted on the Facility grounds. Minimum 24-hours' notice to the Facility Security Director is required prior to vehicles and equipment/machinery entering the Facility.
- 2. Contractors should plan their work so there are no more trips exiting and entering the Facility than necessary. During mandatory lockdown periods, contractors will not be allowed to enter or exit the Facility.
- 3. Vehicles and equipment/machinery will enter and exit the Facility on the main driveway.
- 4. All vehicles and equipment/machinery are subject to inspection at any time while on Facility grounds. Facility grounds are considered all properties under the control of DOC including areas outside the Secure Area.
- 5. Contractor is responsible for securing their vehicles and equipment/machinery on their vehicles or trailers by the use of chain and lock, or any other Facility Superintendent approved locking device or method.
- 6. Unattended operable equipment/machinery and construction vehicles shall be turned off and locked with keys removed from the vehicle while on Facility property.
- 7. At the end of each workday, all Contractor vehicles and operable equipment/machinery will be moved to a designated construction parking or storage area. The Facility Superintendent will identify the on-site vehicle and equipment/machinery parking or storage location at the preconstruction meeting.
- 8. Contractor vehicles, equipment or machinery can remain within the Facility after working hours. Equipment/machinery may include: Company trucks or vans, debris containers, skid steers, loaders, dozers, backhoes and other heavy equipment/machinery.
- 9. Contractor employee personal vehicles are not allowed inside the Secure Area, and shall be parked and locked at all times when unoccupied. Keys must be removed from all vehicles while parked on the Facility property.
- 10. Contractor vehicles including employee personal vehicles will be assigned to a specific parking area in the Facility parking lot, if room is available. Vehicles must be locked unless occupied by the employee. Keys must be removed from all vehicles.

CONSTRUCTION MATERIAL & EQUIPMENT DELIVERY

- 1. Supply and delivery personnel required to enter the Facility shall follow the entry requirements to access project site and are subject to all requirements at the Facility.
- 2. Vehicles delivering construction materials and equipment will enter and exit the Facility on the main driveway and will be subject to inspection by Facility Security Staff upon entrance and exit.

3. Delivery vehicles will each be assigned a Security Escort while inside the Secure Area. A minimum of 24-hours' notice must be provided to the Facility Security Director to arrange for an escort.
4. Contractor employees must receive and sign for all construction materials and equipment deliveries. Facility staff will not receive deliveries of any packages, materials or equipment.

TOOLS

1. Contractor shall supply all tools and equipment required to accomplish the contract work. Contractor shall limit tools and equipment brought into the Facility to those required to perform the work. The use of Facility tools will not be allowed.
2. Contractor shall provide to the Facility Superintendent an inventory listing all tools to be brought into the Secure Area. All tools must be approved before entry into the Secure Area. Contractor will keep a copy of the tool inventory at the work area. If additional tools are required or deleted during the construction operation, an updated list shall be provided to the Facility Superintendent and kept at the construction site.
3. The Contractor employees are to maintain an accurate, daily inventory of all tools.
4. Tools are allowed to remain within the Facility after work hours and overnight. Tools remaining within the Facility must be kept in a locked/secure toolbox and stored in an area designated by the Facility Superintendent. The locked/secure toolbox must be secured to the satisfaction of the Facility Superintendent.
5. Security Staff will inspect all Contractor vehicles, equipment trailers and job boxes and verify that all tools and equipment listed on the inventory are present and accounted for.
6. Tools must be removed, and the site must be secured to the satisfaction of the Security Escort Officer each time Contractor leaves the Secure Area during the workday. Secure and lock down ladders, ropes, electrical cords, piping and all other tools and materials when not in use.
7. Contractor employees are responsible for all tools and belongings brought onto Facility property. Any item, including personal identification, DOC ID badges, tools, equipment, personal items, etc., considered misplaced, lost, missing or stolen, shall be reported immediately to the Facility Escorting Officer and forwarded to the Facility Superintendent. The Contractor employees will be informed of required Security actions that will be implemented by the Facility Security Director after such notice has been received.

FUEL STORAGE CONTAINERS

1. Contractor shall provide a minimum of 24-hours' notice to the Facility Superintendent prior to tanks and containers of fuel or other flammable liquids entering the Facility. Tanks and containers of fuel or other flammable liquids must be approved by the Facility Security Director. Tanks and containers of fuel or other flammable liquids will be subject to inspection by Facility Security Staff upon entrance and exit.
2. Tanks and containers of fuel or other flammable liquids shall be clearly labeled in Factory Mutual (FM) or Underwriter Laboratory (UL) approved containers in good condition. Tanks and containers of fuel or other flammable liquids shall be locked and secured when inside of the Secure Area whether in use or storage. Fuel or other flammable liquids shall be removed from the Facility when not in use.

WORK / STAGING AREA AND MATERIAL STORAGE

1. Construction materials may be stored in the Secure Area as shown on the plans.
2. Contractor shall construct a barrier fence around all storage and staging areas. Orange plastic fencing is required at a minimum and must be well kept, neat and in functional condition. All material and equipment shall be stored within this fenced area.
3. Contractor shall not impede or block doorways, sidewalks, driveways or roadways without approval of Facility Security Director. Sidewalks, driveways or roadways interrupted by the Contractors activities shall be protected with orange plastic fencing.

4. Contractor shall not store materials or operate equipment near building air intakes. A minimum of 24-hours' notice must be given to the Facility Superintendent if construction activities require close proximity to building air intakes.
5. Contractor employees are responsible to check the work, staging and storage areas at the end of each workday. Loose parts and materials shall be secured. Scraps of construction materials and other debris shall be removed from the Facility at the end of each workday.
6. The Security Escort Officer must observe the loading of all materials being removed from the Facility by trucks or dump boxes.

- End of Section -

PREA: A Guide for Non-DOC Personnel, Business & Professional Visitors

Sexual Abuse & Sexual Harassment in Confinement: Zero Tolerance

The Prison Rape Elimination Act (PREA) was signed into law in 2003 after unanimous support from Congress and years of pressure from advocates and survivors. PREA extends far beyond the elimination of rape in prison; it is the first federal law to support preventing, detecting, and responding to sexual abuse and sexual harassment in all confinement settings. As such, Wisconsin Department of Corrections (WI DOC) has zero tolerance for sexual abuse, sexual harassment and report-related retaliation of offenders perpetrated by other offenders, staff, contractors and volunteers. Executive Directive (ED) 72 reflects this commitment. All allegations of sexual abuse and sexual harassment are investigated by WI DOC and referred to law enforcement.

ALL NON-DOC SERVICE PROVIDERS SHALL

Immediately report:

Any knowledge, suspicion or information regarding an incident of sexual abuse or sexual harassment;

Retaliation against a victim or reporter of sexual abuse or sexual harassment; and/or

Any staff, volunteer or contractor neglect or violation of responsibilities that may have contributed to an incident or retaliation.

Report via any of the following methods prior to leaving the facility:

Notify a supervisor (e.g., shift supervisor, security director, PREA compliance manager, warden, deputy warden, superintendent);

Email DOCSECOSOPREAINvestigations@wisconsin.gov;

Call the PREA Office at 608.240.5071;

[WI DOC's public website](#)

Additionally:

Request the alleged victim not take actions that may destroy physical evidence (i.e. drinking, washing, changing clothes, etc.).

Not reveal any information related to a sexual abuse report to anyone other than to the extent necessary, as specified in DOC policy, to make treatment, investigation, and other security and management decisions.

Vulnerable Offenders

Understanding the characteristics that put an offender at higher risk for sexual victimization creates awareness and greatly improves WI DOC's ability to prevent and detect sexual abuse and harassment. Vulnerable offenders include those with the following traits:

- Mental, physical or developmental disability or illness
- Small in stature, first time or young
- Limited English proficiency
- Intoxicated or under the influence
- Resource poor
- Sex offender
- Prior sexual victimization
- Identifies, or perceived, as lesbian, gay, bisexual, transgender, intersex, or gender non-conforming

Indicators of Abuse

While not absolutes, there are often red flags that may indicate compromised boundaries or abuse. Each is an opportunity to intervene!

Perpetrators (actual or potential) may stalk, groom, or trade favors; have a prior history of sexual abuse; display voyeuristic or exhibitionistic behaviors; frequently test boundaries; have difficulty controlling anger; isolate from co-workers; have changes in their personal life or appearance; and/or bring inappropriate/contraband items to work.

Victims (actual or potential) may refuse to shower; leave their empty cell or return to their occupied cell; exhibit unusual aggressiveness; linger near staff; bed wet; use increased sexualized language; and/or engage in protective pairing.

DEFINITIONS

Sexual Abuse

Offender-on-Offender Sexual Abuse. Sexual abuse of an offender by another offender includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

- Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- Contact between the mouth and the penis, vulva, or anus;
- Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
- Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Staff, Contract, or Volunteer -on-Offender Sexual Abuse. Sexual abuse of an offender by a staff member includes any of the following acts, with or without consent of the offender:

- Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- Contact between the mouth and the penis, vulva, or anus;
- Contact between the mouth and any body part where the staff member has the intent to abuse, arouse, or gratify sexual desire;
- Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member has the intent to abuse, arouse, or gratify sexual desire;
- Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member has the intent to abuse, arouse, or gratify sexual desire;
- Any attempt, threat, or request by a staff member to engage in the activities described in paragraphs (1)-(5) of this section;
- Any display by a staff member of his or her uncovered genitalia, buttocks, or breast in the presence of an offender; and
- Voyeurism by a staff member.

Voyeurism

An invasion of privacy of an offender by staff for reasons unrelated to official duties, such as peering at an offender who is using a toilet in their cell to perform bodily functions; requiring an offender to expose their buttocks, genitals, or breasts; or taking images of all or part of an offender's naked body or of an offender performing bodily functions.

Sexual Harassment

Offender-on-Offender Sexual Harassment. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one offender directed toward another.

Staff-on-Offender Sexual Harassment. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one offender directed toward another.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55

SECTION 01 33 00
ELECTRONIC SUBMITTAL PROCEDURES
BASED ON DFD MASTER SPECIFICATION DATED 2/29/2024

PART 1 - GENERAL

SCOPE

This section includes requirements for the submittal log and administrative and procedural requirements for electronically submitting Fabrication Drawings, Product Data, Samples and other submittals. Included are the following topics:

PART 1 – GENERAL

- Scope
- Reference
- Related Work
- Definitions
- Administrative Requirements

PART 2 – PRODUCTS

- Submittal Management System

PART 3 – EXECUTION

- Submittal Management System
- Contractor’s Review
- Architect/Engineer’s Action
- Closeout Documentation

REFERENCE

Applicable provisions of Division 01 govern work under this section.

RELATED WORK

SUBMITTALS NOT COVERED BY THIS SECTION INCLUDE:

General Conditions of the General Prime Contractor Contract articles:

- “Equals and Substitutions” regarding substitution requests.
- “Payment to General Prime Contractor” regarding Applications for Payment and the schedule of values.
- “Scheduling and Coordination of Work” regarding schedules and reports, including Contractor's construction schedule.
- ”Final Completion and Final Payment” regarding project closeout and final pay submittals.
- “Quality Control and Inspection” and “Reports, Records and Data” regarding scheduling and reporting of tests and inspections.

Division 01 General Requirements articles:

- "Operation and Maintenance Manuals and Instructions" regarding operation and maintenance manuals.
- "Record Documents" regarding record Drawings, record Specifications, and record Product Data.

Other:

- “01 74 19 Construction Waste Management” regarding construction waste management submittal requirements.
- “eBuilder” regarding contractual submittal requirements.

DEFINITIONS

Submittals: All written and graphic information and physical samples demonstrating compliance with Contract Documents that require Architect/Engineer's review including but not limited to the following: design data, pre-engineered systems certification, product data, product schedule, samples, fabrication drawings, tests and certifications submittals. The terms “Submittals” and “Shop Drawings” may be used interchangeably.

1 **ADMINISTRATIVE REQUIREMENTS**

2 Coordination: Provide adequate submittal processing time to allow completion of the entire project within the time
3 specified in the Contract Documents. Coordinate preparation and processing of submittals with Project Schedule,
4 including:

- 5 1. Review by Architect/Engineer, revision by contractor, if returned by Architect/Engineer, and review of
- 6 resubmittal.
- 7 2. Ordering, manufacturing, fabrication, delivery, installation, and related activities, including required
- 8 construction sequencing per the construction schedule.
- 9

10 Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

- 11 1. Assemble each submittal into a single, separate, PDF file.
- 12 2. Include Request for Submittal Approval form DOA-4523 as first page of file. Identify features of the
- 13 submittal which may not be in conformance with contract document requirements.
- 14 3. For large submittals, include bookmarks within file to navigate through file.
- 15 4. Name file with submittal number or other unique identifier, using Specification Section Number-Submittal
- 16 Name-Submittal Sequence Number (e.g. 081100-Doors-6).
- 17 5. Resubmittals: Make resubmittals in same form and number of copies as initial submittal. Resubmittals
- 18 shall include the letter "R" and a number inciting the resubmittal number (081100-Doors-6-R1).
- 19

20 **PART 2 - PRODUCTS**

21 **SUBMITTAL MANAGEMENT SYSTEM**

22 Vendors: Aconex, CMiC, eBuilder, Newforma, Primavera, Procore, Prolog, Submittal Exchange

23
24 Provide an electronic tracking and management system capable of storing and displaying a Submittal Log and all
25 project Submittals. The Submittal Log and all Submittal information must be printable and continuously accessible
26 via the Internet by the General Prime Contractor, Subcontractors, Suppliers, Architect/Engineer and DFD with
27 password controlled accessibility and permissions. Provide uploading and editing capabilities for the General Prime
28 Contractor, Subcontractors and Architect/Engineer and viewing capabilities for DFD.

29 Provide online training and live technical support for system users.

30
31 The Submittal Log must automatically enter the date submittals are uploaded or edited, the name of the person
32 taking action and issue E-Mail notifications to the parties who must next act on the submittal. The Submittal Log
33 must identify submittal due dates and those submittals that are on the critical path of the construction schedule and
34 highlight any submittal that is beyond its schedule requirement.

35
36 SUBMITTAL LOG: The Submittal Log must include each anticipated submittal, sortable by initial submittal date
37 and by division of work. It must also include the following information for each submittal, arranged in tabular form
38 in the following sequence. (See attached sample Submittal Log pages SL-1 through SL-X)

- 39 1. Project name
- 40 2. DFD Project number
- 41 3. Contractor Name
- 42 4. Specification Section Number
- 43 5. Specification Section Title
- 44 6. Submittal Description
- 45 7. Responsible Contractor or Subcontractor
- 46 8. Date of Initial Submittal Required to Meet Project Schedule
- 47 9. Date of Final Release or Architect/Engineer Approval Required to Meet Project Schedule
- 48 10. Date Initial Submittal Received by Architect/Engineer
- 49 11. Date of Initial Response from Architect/Engineer
- 50 12. Architect/Engineer Action on Initial Submittal
- 51 13. Date Resubmittal Received by Architect/Engineer (if Applicable)
- 52 14. Date of Resubmittal Response from Architect/Engineer (if Applicable)
- 53 15. Architect/Engineer Action on Resubmittal (if Applicable)
- 54 16. Remarks
- 55
- 56

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55

SUBMITTALS:

Provide Submittals for the following Submittal Types.

Product Data: Provide Product Data information in a single submittal for each element of construction and type of product or equipment. Include the following information, as applicable:

1. Manufacturer's catalog cuts.
2. Manufacturer's product specifications.
3. Standard color charts.
4. Dimensions.
5. Materials of construction.
6. Statement of compliance with specified referenced standards.
7. Testing by recognized testing agency.
8. Application of testing agency labels and seals.
9. Notation of coordination requirements.
10. Availability and delivery time information.
11. Wiring diagrams showing factory-installed wiring.
12. Capacities and operational characteristics.
13. Performance and operating criteria, ratings and curves.
14. Operational range diagrams.
15. Clearances required to other construction, if not indicated on accompanying Fabrication Drawings.

Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product, including a unique identifier for each product indicated in the Contract Documents, or as assigned by Contractor, if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

Fabrication Drawings: Project-specific Fabrication Drawings, drawn accurately to scale. Do not base Drawings on reproductions of the Contract Documents or standard printed data. Fully illustrate requirements of the Contract Documents, including the following information, as applicable:

1. Identification of products.
2. Schedules.
3. Dimensions.
4. Materials of construction.
5. Compliance with specified standards.
6. Notation of coordination requirements.
7. Notation of dimensions established by field measurement.
8. Relationship and attachment to adjoining construction clearly indicated.
9. Seal and signature of design professional if specified.

Except for templates, patterns, and similar full-size drawings, submit Fabrication Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches .

Samples: Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color charts, color range sets; and components used for independent testing and inspection. The electronic Submittal Management System is not intended for transmitting samples.

Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, kind, textures, and patterns available for a check of these characteristics with other elements and for comparison to actual component as delivered and installed.

1 Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and
2 finished in manner specified, and physically identical with material or product proposed for use, and that show full
3 range of color and texture variations expected.

4
5 Where variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a
6 Sample, submit at least three sets of paired units that show approximate limits of variations

7
8 Attach label on unexposed side of Samples that includes the following:

- 9 1. Generic description of Sample.
- 10 2. Product name and name of manufacturer.
- 11 3. Sample source.
- 12 4. Number and title of applicable Specification Section.
- 13 5. Specification paragraph number and generic name of each item.

14
15 Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
16 Provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample
17 characteristics, and identification information for record.

18
19 Tests and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing
20 certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign
21 documents on behalf of that entity; provide notarized statement on original paper copy certificates and
22 certifications, where indicated.

23
24 Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and
25 design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other
26 performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and
27 version of software, if any, used for calculations. Include page numbers.

28
29 Pre-engineered Systems Certification: Submit electronic files of certificate, signed and sealed by the responsible
30 design professional, for each product and system specifically assigned to Contractor to be designed or certified by a
31 design professional.

- 32 1. Indicate that products and systems comply with performance and design criteria in the Contract
33 Documents. Include list of codes, loads, and other factors used in performing these services.

34 35 **PART 3 - EXECUTION**

36 37 **ELECTRONIC SUBMITTAL MANAGEMENT SYSTEM**

38 Establish the electronic submittal management system upon contract award and maintain the system for the duration
39 of the General Prime Contractor's contract. Develop a list of project users and user permissions and update
40 throughout the project when needed. Provide users with passwords, directions for accessing, uploading, editing and
41 technical support resources.

42
43 **SUBMITTAL LOG:** Establish and maintain the project submittal log in the Submittals Management System.

44
45 Provide a printed submittal log at the Pre-Construction Meeting. List all known submittals: be particularly mindful
46 of submittals required to maintain orderly progress of the Work and the Project Schedule over the first 60 calendar
47 days of the project or that are need early submission and response due to long lead time for manufacture, fabrication
48 or delivery.

49
50 Complete submittal entries in the submittal log within 60 calendar days of project Notice to Proceed, including
51 listing submittals for all work activities through project completion.

52
53 Update the submittal log weekly to reflect changes in submittal status, submission & reply dates or other
54 information. Provide a printed submittal log for review along with project schedule at construction progress
55 meetings. Maintain electronic access to the submittal log at the construction site at all times.

1
2 SUBMITTALS: Reference Division 01, General Conditions of the General Prime Contractor Contract, Submittals,
3 for submittal requirements in addition to the following.
4
5 Prepare and submit submittals required by individual Specification Sections and Part 2 above.
6 Group submittals for related parts of the Work together so processing will not be delayed due to need for concurrent
7 review for coordination. Architect/Engineer reserves the right to withhold action on a submittal requiring
8 coordination with other submittals until related submittals are received
9
10 Enter and maintain submittals in the electronic Submittals Management System, except those not able to be digitally
11 transmitted, such as samples or documents required to be original.
12
13 On an attached separate sheet prepared on Contractor's letterhead, record relevant information, requests for data, and
14 revisions other than those requested by Architect/Engineer on previous submittals.
15
16 Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received
17 prior approval from the Architect/Engineer.
18
19 Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal
20 without review.
21
22 The General Prime Contractor is responsible for review and approval of subcontractor and supplier submittals prior
23 to forwarding to Architect/Engineer. Architect/Engineer will not review submittals received from sources other than
24 the General Prime Contractor.
25
26 Maintain a current set of submittals and access to electronic access at the construction site at all times.
27
28 Product Data: Collect information into a single submittal for each element of construction and type of product or
29 equipment. Submit before or concurrent with Samples. If information must be specially prepared for submittal
30 because standard published data are not suitable for use, submit as Fabrication Drawings, not as Product Data.
31
32 Samples: Submit Samples per Part 2 above. Provide corresponding electronic submittal of Sample transmittal,
33 digital image file illustrating Sample characteristics, and identification information for record.
34
35 Maintain sets of approved Samples at Project Site, available for quality-control comparisons throughout the course
36 of construction activity. Sample sets may be used to determine final acceptance of construction associated with each
37 set.
38
39 Samples may be incorporated into the Work if so indicated in individual Specification Sections. Such Samples must
40 be in an undamaged condition at time of use. Samples not incorporated into the Work, are otherwise designated as
41 Owner's property.
42
43 Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and
44 other similar characteristics are to be demonstrated.
45
46 Performance Design: Where performance design services or certifications by a design professional are required,
47 provide components, products, assemblies and systems complying with specific performance and design criteria
48 indicated. Include design professional certifications, signature and seal; calculations, the list of codes and standards
49 the design complies with and other factors used in performing these services.
50
51 Tests and Reports: Submit test and inspection reports where required with date of test or inspection, name of firm
52 and individual performing the test or inspection.
53
54 RESUBMITTALS: Contractor shall contact Architect/Engineer directly to resolve issues prior to making a
55 resubmittal.
56

1 **CONTRACTOR'S REVIEW**
2 Review each submittal and check for coordination with other Work of the Contract and for compliance with the
3 Contract Documents. Make corrections necessary for coordination and compliance prior to submitting.

4
5 Stamp each submittal with a dated and signed approval stamp before submitting to Architect/Engineer.

6
7 **ARCHITECT/ENGINEER'S ACTION**

8 Architect/Engineer will review each submittal, make marks and/or provide written comments to indicate corrections
9 or revisions required, and return it. Architect/Engineer will stamp each submittal with an action stamp and will
10 mark stamp appropriately to indicate action.

11
12 **CLOSEOUT DOCUMENTATION**

13 Prior to project closeout, submit a complete set of project submittals and the submittal log in PDF format on CD,
14 DVD, USB flash drive or downloadable link to the DFD Project Representative.

15
16 **END OF SECTION**

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

1 **SCOPE**

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

4
5 **Part 1 - General**

6 Related Work

7 Definitions

8 Diversion Goal

9 Submittals

10 Construction Waste Management Plan

11
12 **Part 2 – Products** Not Applicable

13
14 **Part 3 - Execution**

15 Construction Waste Management Implementation

16
17
18 **PART 1 - GENERAL**

19
20 **RELATED WORK**

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

22 General Requirements Article 5: *Hazardous Substances*

23 General Requirements Article 32: *Cleaning and Waste Disposal*

24 Section 02 41 13 - *Demolition*

25
26 **DEFINITIONS**

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

28
29 Construction Waste: An umbrella term for construction, demolition and remodeling solid waste, typically
30 including extra building materials, rubble & material that has reached the end of its useful life for its
31 intended use, packaging, trash & debris incidental to the project construction. Construction Waste includes
32 salvageable, returnable, recyclable, and reusable material.

33
34 Diversion Goal: Percentage of Construction Waste material (by weight or by volume) which is intended to
35 be reused, recycled, returned or otherwise salvaged and thus diverted from landfill.

36
37 Hazardous Waste: Waste that is ignitable, corrosive, toxic and/or reactive and poses substantial or potential
38 threats to public health or the environment. Hazardous Waste is not recyclable and not included when
39 calculating Diversion Goal or percentage and shall be disposed of according to the General Requirements.

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

41
42 Recycle: To sort, clean, treat & reconstitute or remanufacture Construction Waste materials for reuse in the
43 same form or some altered form. Recycling does not include burning, incinerating, or thermally destroying
44 waste.

45
46 Return: To give back reusable items or unused products to vendors for credit.

47
48 Reuse: To reuse a Construction Waste material on the project site.

49
50 Scrap Revenue: Monies received by the hauler for recyclable materials.

51

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

2
3 Data Logging Program: Online reporting tool for construction waste management, accessed through the
4 eBuilder project website or directly at the program's website. WasteCap Resource Solutions manages the
5 DFD's program on ReTRAC Connect. Contractors bear no cost for using ReTRAC. Information about the
6 DFD's program on ReTRAC can be found by contacting WasteCap Resource Solutions.
7

8 **DIVERSION GOAL**

9 Divert **75 %** by weight or volume of total waste generated through Substantial Completion.

10 **SUBMITTALS**

11 The General Prime Contractor shall develop and compile the following Construction Waste Management
12 (CWM) project information in cooperation with all Contractors and subcontractors:
13

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

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

25 **CONSTRUCTION WASTE MANAGEMENT (CWM) PLAN**

26 The CWM Plan shall include, but is not limited, to the following:
27

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

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

36 Aluminum Cans, Straps, and Sheet: Recycle as metal.

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

38 Corrugated Cardboard and Paper: Separate for recycling into new paper products. Painted, waxed or
39 muddy cardboard or paper is unsuitable for recycling and should be discarded.

40 Dimensional Lumber, Oriented Strand Board, Plywood, Crates, and Pallets: Large pieces can be reused.

41 Wood unsuitable for reuse may be used to manufacture particleboard and other composite wood
42 products, chipped or shredded for use as animal bedding, landscape use, groundcover, mulch, compost,
43 pulp, or process fuel. Painted or treated wood may not be recycled. Some recyclers have equipment to
44 remove nails.

45 Glass Containers: Recycle as glass.

46 Gypsum Board: Clean Standard, Type X, and Plaster Base (standard blue board) drywall, free of tape,
47 joint compound, paint, nails, screws, or other contaminants may be processed and spread as a soil

1 amendment. (Gypsum wallboard WR (green), Sheathing (brown/black), Mold Resistant Panels or
2 Specialty Type X cannot be used due to additives unsuitable in soil amendments.)
3 Metals, Ferrous and Nonferrous: Separate for recycling: banding, castings, ceiling grid, copper and
4 other metal pipe, conduit and accessories, ductwork, extruded metals, rebar and metal stud cut-offs,
5 roofing and sheet metals, miscellaneous steel shapes, miscellaneous metal parts, structural steel.
6 Piping: If separated for reuse, reduce piping to straight lengths and store with joints, accessories and
7 other components by type and size.

- 8
- 9 • **Separation and Materials Handling Services and Equipment:** Description of how Construction
10 Waste materials will be separated, cleaned (if necessary), protected from contamination and diverted, and
11 the entity who will perform those services.
- 12
- 13 • **Documentation Procedures: Description of the method of collecting data and document materials**
14 **reused on site, leaving the project site as trash, or diverted for recycling. All diversion and waste**
15 **by all contractors and subcontractors on the project must be incorporated into the CWM Progress**
16 **Reports.**
- 17
- 18 • **Educational and Motivational Procedures:** Means and methods the General Prime Contractor will
19 employ to ensure full participation of all project construction personnel in CWM Plan activities. These
20 might include periodic meetings, demonstrations, incentive/reward programs, etc.
- 21
- 22 • **Construction Waste Auditing Procedures:** Methods of monitoring and enforcing adherence to CWM
23 Plan.
- 24

25 **PART 2 – PRODUCTS** (Not Applicable)

26 **ART 3 – EXECUTION**

27 **CONSTRUCTION WASTE MANAGEMENT IMPLEMENTATION**

28
29 The General Prime Contractor is responsible for implementing the Construction Waste management
30 requirements specified herein and shall designate a Waste Manager to coordinate and monitor the waste
31 management activities of all Contractors and subcontractors, including coordination of separation, handling,
32 recycling, salvage, reuse, and return methods used by all project construction personnel.

33
34
35 Contractors and subcontractors who do their own recycling shall report all applicable Construction Waste
36 recycling and Trash amounts to the General Prime Contractor as needed to support the development of the
37 CWM Plan and Progress and Final Reports.

38
39 The General Prime Contractor shall also provide:

- 40 • **Education and Instruction:** General Prime Contractor shall provide on-site instruction as described in
41 the CWM Plan to engage all construction personnel in separation, handling, recycling, salvage, reuse,
42 and return methods throughout the project.
- 43 • **Separation Facilities:** General Prime Contractor shall lay out and identify a specific area on the site and
44 shall provide sorting bins for separating materials for recycling, salvage, reuse, and returns. The General
45 Prime Contractor shall clearly identify the recycling area and sorting bins with durable signs and shall
46 keep it neat and clean to avoid contamination of materials.

47
48 Acceptable sorting methods are:

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

51
52 —Employing haulers who make use of a materials-recovery facility or a transfer station where recyclable
53 materials are sorted from the waste and recycled before disposing of the remainder. If using a hauler
54 or recycling facility to sort out recyclables, verify that the hauler sorts out all construction waste loads

1 and is not limited to those that are not acceptable at the landfill. Verify that the hauler or recycling
2 facility recycles at least three types of materials.

3
4

END OF SECTION

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 07 - Thermal and Moisture Protection

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.

1 **SUBMITTALS**

2 Reference the General Conditions of the Contract for submittal requirements.

3
4 **PART 2 – PRODUCTS**

5
6 **EQUIPMENT**

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

9
10 **PART 3 – EXECUTION**

11
12 **MEETINGS**

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

16
17 The CxP will present an overview of the project’s commissioning process at the pre-construction meeting.
18 The commissioning team members will be identified and their responsibilities reviewed.

19
20 At subsequent meetings, contractors are to provide a review of project progress, a report on the status of
21 issues, commissioning tasks and scheduling for future commissioning tasks.

22
23 **SCHEDULING**

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

27
28 **ISSUES LIST**

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

32
33 **CxP SITE VISITS**

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

39
40 **CONSTRUCTION VERIFICATION**

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

44
45 Each assembly, component, equipment, system and interface to be commissioned shall be verified by the
46 installer at the site while work is underway and documented on the construction verification checklists. The
47 contractor is responsible for successfully completing installations, documenting this on the construction
48 verification checklist forms and correcting all deficiencies.

49
50 Contractor shall periodically review the construction verification schedule with the CxP allowing advance
51 notice of activities of 5 business days so that the CxP may witness as deemed necessary. If CxP identifies
52 more than a 10% discrepancy rate during confirmation of construction verification, the contractor shall
53 correct all deficiencies and revalidate all items covered by that checklist and resubmit new checklists. The
54 cost of reconfirmation of construction verification due to equipment or construction deficiencies is the
55 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 Complete the functional performance test procedures included on the functional performance test forms in
11 each Division's Commissioning Section on this project. Coordinate with DFD, A/E and CxP so they may
12 witness and document test results. If the forms include a "SAMPLE" water mark then the AE will edit the
13 forms prior to the start of testing. If forms do not include a "SAMPLE" water mark, then they are the
14 forms that will be used for the testing.

15
16 Contractors are responsible for completion and coordination of their work with all trades prior to testing,
17 preplanning testing procedures, performing preliminary functional performance testing using test forms,
18 ensuring necessary staff and resources are on hand and expediting testing. This includes completion of
19 testing and balancing by the HVAC contractor required for successful functional performance testing.
20 Failure to complete or coordinate work, preplan or have staff and resources available to carry out testing
21 will result in retesting. Submit completed preliminary functional performance test forms to CxP for review
22 prior to scheduling testing for witnessing.

23
24 Contractor shall coordinate functional performance testing with DFD, the A/E, CxP and Agency and notify
25 them 5 business days prior to testing so that they may witness and document the test results. All contractors
26 involved with specific assemblies, components, equipment, systems and interfaces shall have qualified
27 installers and technicians present at the same time working together to perform testing and demonstrate
28 correct performance through all operating and failure modes and compliance with contract documents and
29 manufacturer's recommendations.

30
31 CxP shall establish sampling protocol and at the time of testing select sample test locations for identical
32 pieces of equipment. Where simulation of conditions or altering of setpoints or values is required to achieve
33 an operating or failure mode for testing, the contractor must receive CxP approval.

34
35 With DFD's oversight, the CxP is responsible for witnessing functional performance testing and recording
36 the results and deficiencies. Correct minor deficiencies during testing. Deficiencies that cannot be corrected
37 during testing will be documented and subject to retest. Retesting will continue until no deficiencies
38 remain.

39
40 Retesting is required when testing cannot be successfully completed. Deficiencies requiring retesting
41 include:

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

48
49 The cost of retesting is the responsibility of the contractor and subject to deductive change order at DFD's
50 discretion. Correction of deficiencies and retesting are the responsibility of the contractor and are not
51 subject to time extensions or delay claims.

52 53 **OPERATION AND MAINTENANCE (O&M) DATA**

54 Reference Division 01 General Requirements.

55

1 **AGENCY TRAINING**

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

7
8

END OF SECTION

SECTION 02 05 00
COMMON WORK RESULTS FOR EXISTING CONDITIONS
BASED ON DFD MASTER SPECIFICATION DATED 6/24/2025

PART 1 - GENERAL

SCOPE

This Section provides information common to two or more technical specification sections or items that are of a general nature and not included in other sections. This section applies to ALL site work, as applicable. Included are the following topics:

PART 1 - GENERAL

- Scope
- Related Sections
- Referenced Organizations
- Referenced Documents
- Safety
- Permits
- Construction Limits
- Off-Site Storage
- Certificates and Inspections

PART 2 - MATERIALS

- Barricades, Signs, and Warning Devices
- Temporary Plastic Barrier Fencing

PART 3 - EXECUTION

- Maintenance of Site and Building Access/Egress
- Continuity of Existing Traffic/Parking and Traffic Control
- Protection and Continuity of Existing Utilities
- Protection of Existing Work and Facilities
- Stormwater/Excavation Water Management

RELATED SECTIONS

Applicable provisions of Division 01, General Conditions of the General Prime Contractor Contract, and the Supplementary General Conditions shall govern work under this Section.

02 41 13 – Demolition

REFERENCED ORGANIZATIONS

Abbreviations of organizations referenced in these specifications are as follows:

AASHTO	American Association of State Highway and Transportation Officials
ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
AWS	American Welding Society
FHA	Federal Highway Administration
EPA	Environmental Protection Agency
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration

1	STI	Steel Tank Institute
2	UL	Underwriters Laboratories Inc.
3	WDNR	State of Wisconsin Department of Natural Resources
4	WISDOT	State of Wisconsin Department of Transportation

5

6 **REFERENCED DOCUMENTS**

7 **SSHSC** - Where reference is made to the SSHSC, it shall mean the pertinent sections of the State of
8 Wisconsin Department of Transportation, Standard Specifications for Highway and Structure Construction,
9 current edition, and all supplemental and interim supplemental specifications.

10 **SSSWC** - Where reference is made to the SSSWC, it shall mean pertinent sections of the Standard
11 Specifications for Sewer and Water Construction in Wisconsin, current edition.

12 **BMPH** - Where reference is made to the BMPH, it shall mean the Wisconsin Construction Site Best
13 Management Practice Handbook, current edition as published by the WDNR. Method of measurement and
14 basis of payment sections in referenced documents shall not apply.

15

16 **SAFETY**

17 Contractor is responsible for worksite safety.

18

19 Perform all work in accordance with applicable OSHA, state and local safety standards.

20

21 Contact Diggers Hotline at 1-800-242-8511 in accordance with statutory requirements. Request that non-
22 member utilities and private utilities be located by the appropriate parties.

23

24 **PERMITS**

25 Unless otherwise noted in the Contract Documents, Contractor shall be responsible for obtaining and paying
26 for all permits necessary to complete the work. Refer to Section 01 41 26.

27

28 **CONSTRUCTION LIMITS**

29 Construction limits are indicated on the drawings. In the absence of such a designation on the drawings,
30 confine work to the minimum area reasonably necessary to undertake the work as determined by the DFD
31 Project Representative. If construction activities extend beyond state property lines or construction
32 easements, obtain all necessary approvals and permits from applicable municipalities.

33

34 The Contractor shall restore all disturbed areas in accordance with the drawings and specifications. If plans
35 and specifications do not address restoration of specific areas, these areas will be restored to pre-
36 construction conditions.

37

38 **OFF SITE STORAGE**

39 In general, the payments for materials stored off site will only be considered in instances where there is
40 limited space available for storage on the site. Prior approval by the DFD Project Representative, together
41 with the execution of an "Off-site Storage Agreement" will be required.

42

43 **CERTIFICATIONS AND INSPECTIONS**

44 Obtain and pay for all required sampling, testing, inspections, and certifications except those expressly
45 listed as provided by the A/E or other third party in the Contract Documents. The Contractor shall upload
46 documents to the State's Project Management Information Software system (PMIS) within 3 business days
47 of said work. Include copies of the certifications and documents in the O&M Manual.

48

49 **PART 2 - MATERIALS**

50

51 **BARRICADES, SIGNS, AND WARNING DEVICES**

52 Traffic barricades, traffic signs, and warning devices shall meet the requirements of applicable OSHA
53 standards and the FHA Manual of Uniform Traffic Control Devices (MUTCD).

1 **TEMPORARY BARRIER FENCING**

2 Provide temporary barrier fencing as needed to perform all work in accordance with applicable OSHA
3 standards, regulations, and the quality control plan.

4
5 Coordinate with Article 18 FENCE General Requirements. Article 18 defines the requirements for a
6 protective fence as indicated on the drawings.

7
8 **PART 3 - EXECUTION**

9
10 **MAINTENANCE OF SITE AND BUILDING ACCESS/EGRESS**

11 Unless otherwise shown or directed, maintain existing access and egress to the facility throughout
12 construction. Maintain ANSI A117 compliant access for disabled persons, access and egress as indicated.
13 Do not interrupt access and egress without prior written approval from the DFD Project Representative.

14
15 Provide specified barrier fencing, barricades, signage, and warning lights around all construction,
16 staging, swing path of lift(s) and storage areas.

17
18 Provide minimum 5-foot-wide temporary covered walkways at single door building access/egress points
19 affected by work activities. Provide minimum 7-foot-wide temporary covered walkways at double door
20 building access/egress points affected by work activities.

21
22 **CONTINUITY OF EXISTING TRAFFIC/PARKING AND TRAFFIC CONTROL**

23 Do not interrupt or change existing traffic, delivery, or parking without prior written approval from the
24 DFD Project Representative. When interruption is required, coordinate schedule with the user/ Agency to
25 minimize disruptions. When working in public right-of-way, obtain all necessary approvals and permits
26 from applicable municipalities and WISDOT.

27
28 When Contractor's activities impede or obstruct traffic flow, Contractor shall provide traffic control
29 devices, signs and flaggers in accordance with other Contract Documents and the current version of the
30 MUTCD, or as shown on the Drawings.

31
32 **PROTECTION AND CONTINUITY OF EXISTING UTILITIES**

33 Verify the locations of any water, drainage, gas, sewer, electric, drainage, gas, sewer, electric,
34 telephone/communication, fuel, steam lines or other utilities and site features which may be encountered in
35 any excavations or other sitework. All lines shall be properly underpinned and supported to avoid
36 disruption of service.

37
38 Do not interrupt or change existing utilities without prior written approval from the DFD Project
39 Representative, affected utilities and users. Notify all users impacted by outages a minimum of 48 hours in
40 advance of outage. Notification shall be provided in writing and describe the nature and duration of outages
41 and provide the name and number of Contractor's foreman or other contact.

42
43 Any service connections encountered which are to be removed shall be cut off at the limits of the
44 excavation and capped in accordance with the requirements of applicable codes and any specifications
45 governing such removals.

46
47 **PROTECTION OF EXISTING WORK AND FACILITIES**

48 Verify the locations of, and protect, any signs, paved surfaces, buildings, structures, landscaping,
49 streetlights, utilities, and all other such facilities that may be encountered or interfered with during the
50 progress of the work. Take measures necessary to safeguard all existing work and facilities that are outside
51 the limits of the work or items that are within the construction limits but are intended to remain. Report any
52 damage to existing facilities to the DFD Project Representative immediately.

53

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

STORMWATER/EXCAVATION WATER MANAGEMENT

Control grading around structures, pitch ground to prevent water running into excavated areas.

Pits, trenches within building lines and other excavations shall be maintained free of water.

Provide trenching, pumping, other facilities required.

Notify Architect/Engineer if springs or running water are encountered in excavation; provide discharge by trenches, drains, pumping to point outside of excavation. Provide information to Architect/Engineer of points and areas where water will be discharged. At the Engineer's option, the Contractor shall drain the spring to the storm sewer system by the use of field tile.

Be responsible for control measures to prevent damage from flooding, erosion, and sedimentation to on-site and off-site areas.

END OF SECTION

SECTION 02 41 13
DEMOLITION
BASED ON DFD MASTER SPECIFICATION DATED 5/20/2025

PART 1 - GENERAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

SCOPE

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide for the demolition of site work and such features as required in these specifications and on the drawings. Included are the following topics:

PART 1 - GENERAL

- Scope
- Related Work
- Submittals
- Record Drawings
- Safety
- Permits
- Disconnection of Services
- Removal/Salvaging of Items
- Owner Salvaged or Removed Materials

PART 2 - MATERIALS

- Equipment

PART 3 - EXECUTION

- Protection of Existing Work and Facilities
- Demolition
- Building Demolition
- Demolition below Grade
- Demolition Backfill
- Drain Tile
- Transportation and Disposal of Demolition Waste

RELATED WORK

Applicable provisions of the General Conditions and Division 01 shall govern work under this section.

Section 02 05 00 – Common Work Results for Existing Conditions

SUBMITTALS

For utilities or other services requiring removal or abandonment in-place, submit materials documenting completion of such work.

Submit record drawings.

Submit copies of records documenting recycling or disposal of demolition materials from the site.

RECORD DRAWINGS

Maintain record drawings showing actual locations of utilities and other features encountered, and any deviations from the original design. Show actual limits of removal and demolition.

SAFETY

Verify that all gas and electrical utilities have been abandoned or disconnected and associated hazards mitigated, prior to beginning any demolition.

1 Take all necessary precautions while dismantling piping containing gas, gasoline, oil or other explosive or
2 toxic fluids or gases. Purge lines and contain materials in accordance with all applicable regulations. Store
3 such piping outdoors until fumes are removed.

4
5 Maintain a clean and orderly site. Remove debris at end of each workday.
6

7 **PERMITS**

8 Unless otherwise noted, Contractor shall be responsible for obtaining and paying for all permits necessary
9 to complete demolition work.

10
11 If necessary, file and maintain a copy of the Notification of Demolition and/or Renovation and Application
12 for Permit Exemption (WDNR Form 4500-113) in accordance with the Wisconsin Administrative Code
13 Chapter NR447. Any complete structure demolition or removal of load-bearing components will require
14 filing.

15
16 **DISCONNECTION OF SERVICES**

17 Prior to starting removal and/or demolition operations, Contractor is responsible for and shall coordinate
18 disconnection of all existing utilities, communication systems, alarm systems and other services.

19
20 Disconnect all services in a manner which insures continued operation in any facilities not scheduled for
21 demolition.

22
23 Disconnect all services in a manner which allows for future connection to that service where applicable.

24
25 Disconnect services to equipment at unions, flanges, valves, or fittings wherever possible.
26

27 **REMOVAL/SALVAGING OF ITEMS**

28 Carefully remove all items that are scheduled to be salvaged.

29
30 Secure salvaged items to allow for future movement; provide pallets, skids and other devices as necessary.
31 Secure all loose parts.
32

33 Provide crates, padding, tarps and other measures necessary to protect salvaged items during storage. Store
34 items in a secure location, safe from vandalism, weather, dust and other adverse elements.
35

36 Where salvaged items are indicated to be turned over to Owner, deliver to location on property where
37 designated by Owner.
38

39 Where indicated to be incorporated into new work, store the salvaged item in a secure location until the
40 trade responsible for re-installation mobilizes equipment and/or storage facilities to the site, or otherwise
41 accepts responsibility for the salvaged item.
42

43 **OWNER SALVAGED OR REMOVED MATERIALS**

44 *NONE.*

45
46 **PART 2 - MATERIALS**

47
48 **EQUIPMENT**

49 Use Contractor's normal equipment for demolition purposes and which meets all safety requirements
50 imposed on such equipment.
51

1
2
3 **PART 3 - EXECUTION**

4 **PROTECTION OF EXISTING WORK AND FACILITIES**

5 Take all measures necessary to safeguard all existing features and facilities which are outside the limits of
6 the work.

7 Furnish and install fencing or other barriers as shown on the drawings or as otherwise necessary to protect
8 existing features.

9
10 Verify the locations of, and protect, any buildings, structures, utilities, paved surfaces, signs, streetlights,
11 utilities, landscaping and all other such facilities that are intended to remain or be salvaged.

12
13 Make such explorations and probes as necessary to ascertain any required protection measures that shall be
14 used before proceeding with demolition.

15
16 Provide and maintain adequate catch platforms, warning lights, barricades, guards, weather protection, dust
17 protection, fences, planking, bracing, shoring, piling, signs, and other items required for proper protection.

18
19 Provide protection for workmen, public, adjacent construction and occupants of existing building(s).

20
21 Report damage of any facilities or items scheduled for salvaging to the DFD Construction Representative.

22
23 Explosives shall not be used for demolition.

24
25 Keep streets, walks and all other adjacent paved areas clean and swept clear of dirt, mud and debris
26 deposited as a result of this operation.

27
28 Protect surrounding area from dust. Control rodents, and other vermin associated with demolition
29 operations.

30
31 **DEMOLITION**

32 Remove all equipment, fixtures and other materials scheduled for salvage prior to beginning demolition
33 operations.

34
35 Demolish and remove all buildings and structures scheduled for demolition as shown on the drawings.

36
37 Abandon gas, electric and communication utilities in accordance with local utility company requirements,
38 or applicable substantive requirements if considered private.

39
40 Carry out vehicle loading as necessary within the project boundaries or as defined or indicated on the
41 drawings, but not in locations that block vehicular traffic on the streets or pedestrian traffic on adjacent
42 public walks.

43
44 Dismantle each structure in an orderly manner to provide complete stability of the structure at all times.
45 Provide bracing and shoring where necessary to avoid premature collapse of structure.

46
47 Conduct demolition operations and the removal of rubbish and debris in such a way that a minimum of
48 nuisance dust is caused. Constantly sprinkle rubbish and debris with water if necessary to keep nuisance
49 dust to a minimum.

50
51 Where necessary to prevent collapse of any construction, install temporary shores, underpinning, struts or
52 bracing. Do not commence demolition work until all temporary construction is complete.

53
54 Operate equipment in a manner to keep dust and dirt to a minimum.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

BUILDING DEMOLITION

Proceed with demolition in a systematic manner, from top of structure to ground. Complete demolition work above each floor or tier before disturbing supporting members on lower levels.

Neatly saw or cut joints at the limits of removal; whenever possible, locate cuts at existing joints.

Patch or repair damaged surfaces or structural members at the limits of removal.

Remove structural framing members and lower to ground by hoists, derricks or other suitable means.

Locate demolition equipment and remove structure in a manner which avoids excessive loads to supporting walls, floors or framing.

TRANSPORTATION AND DISPOSAL OF DEMOLITION WASTE

Transport and dispose of all demolition waste in accordance with local, state, and federal guidelines.

Recycle demolition waste whenever possible, or as otherwise required by the Contract Documents.

Demolition waste shall be disposed of at a landfill or dumpsite designed and approved to accept the given waste.

Maintain records documenting the recycling and/or disposal of demolition waste. Record the description of material, date removed, quantity removed, method of transport and recycling/disposal destination.

END OF SECTION

SECTION 06 10 53.01
MISCELLANEOUS ROUGH CARPENTRY - ROOFING
BASED ON DFD MASTER SPECIFICATION DATED 03/12/15

SCOPE

The work under this section includes all labor, material, equipment and related services necessary to install rough framing and blocking.

PART 1 - GENERAL

References

Quality Assurance

PART 2 - PRODUCTS

Materials

PART 3 - EXECUTION

Installation

PART 1 - GENERAL

In the event that the Contractor wishes to make improvements in materials and/or techniques, or is required to make improvements by his material manufacturer in order to obtain guarantees, he shall make written request stating in full the nature of the proposed changes and stating that the changes, if approved, will be accomplished at no additional cost to contract.

REFERENCES

ALSC PS 20 - American Softwood Lumber Standard.

APA - American Plywood Association.

QUALITY ASSURANCE

Any existing wood decking, framing members, fascia and/or other roof related trim containing more than 19% moisture or showing evidence of rotting, shall be defined as "bad" and removed and replaced with new material. Notify the DFD representative concerning the "bad" areas.

Wood replacement costs will be negotiated after bidding and are not to be included in Contractor's bid, unless noted or specified otherwise.

All lumber used on this project shall be graded by an agency certified by ALSC.

Pressure Treated Plywood and Lumber: These products shall not be specified or provided for use in roofing projects as a substrate material intended to receive mechanical fasteners used to secure metal roof panels, panel clips, metal coping, roof penetration curbs cap and Counterflashing, all other metal flashing, roofing insulation and membrane installations that are a part of the roof system.

The manufacture shall approve of all mechanical fasteners used to secure all roof system components.

PART 2 – PRODUCTS

MATERIALS

Softwood Lumber: ALSC PS20, grade No. 2 or better; 19 percent maximum moisture content, size as detailed or required.

1 Sheathing: APA certified; CDX fir plywood. Thickness 5/8" as detailed or required.
2
3 Fasteners: Sizes and lengths to suit conditions.
4
5 Wood to Wood: Double hot-dipped, galvanized nails.
6
7 Wood to Concrete or Masonry: Zinc alloy expansion shield or case hardened steel lag.
8
9 Wood to Metal: #10 stainless steel sheet metal screws flat heads.
10
11 Fiberglass batted insulation: Thickness as required per drawing details.
12
13 Other products, not specifically described, but required for a complete and proper installation of
14 the work in this section, shall be selected by the Contractor subject to approval by the DFD
15 Project Manager

17 **PART 3 - EXECUTION**

18 **INSTALLATION**

19 Refer to the detail drawings included with these specifications. Install material as follows for new
20 or corrective work, where required.
21

22
23 Inspect existing wood deck, remove and replace deteriorated deck with like lumber and thickness
24 material. This work will be accomplished as stated under QUALITY ASSURANCE in this
25 section. Agency Representative shall verify deterioration. Contractor shall take digital photos of
26 all areas and send to Owner as they occur.
27

28 Provide, install, shim, and securely fasten all wood nailers and blocking as detailed and noted.
29 Use longest lengths practical to minimize joints; stagger all joints a minimum of 8". Unless noted
30 otherwise all materials shall be fastened using two rows of fasteners @ 24" O.C. staggered.
31

32 Fasten new sheathing to existing structural components with appropriate fasteners @ 8" O.C. at
33 the edge and 16" O.C. in the field of the sheathing. Gap sheathing 1/16" on all edges prior to
34 fastening.
35

36 Curb all roof openings at penetrations through the roof deck (except roof drains, plumbing vents
37 and penetrations/projections to be flashed using pitch pans).
38

39 The Contractor shall raise all existing curb and pipe penetrations to be a minimum height above
40 the roof system of 8".
41

42 ***** END OF SECTION *****

SECTION 07 05 05
SELECTIVE DEMOLITION FOR THERMAL AND MOISTURE PROTECTION
BASED ON DFD MASTER SPECIFICATION DATED 11/22/2024

PART 1 – GENERAL

SCOPE

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide for the demolition of existing asphalt-based roofing and insulation, skylights, associated sheet metal flashings and miscellaneous wood blockings, as required in these specifications and on the drawings.

PART 1 - GENERAL

- Scope
- Related Sections
- Quality Assurance
- Submittals
- Special Site Conditions
- Disconnection of Services
- Removal / Salvaging of Items

PART 2 - PRODUCTS

- Equipment

PART 3 - EXECUTION

- Examination
- Protection of Existing Work and Facilities
- Demolition
- Transportation and Disposal of Demolition Waste

RELATED SECTIONS

Applicable provisions of the General Requirements and Division 01 shall govern work under this section.

01 74 19 – Construction Waste Management

02 05 00 – Common Work Results for Existing Conditions

QUALITY ASSURANCE

The Division 7 Contractor shall take digital photos on a daily basis, throughout the duration of the Project, for the categories of: existing, in progress, and completed Work. All photos shall be identified by the area where the photos are taken. Photos will be submitted on daily reports and archived in eBuilder upon DFD request. Photo documentation is required at, but not limited to:

- All stages of demolition, for each facet or work type.
- All existing conditions related to the work.
- All stages of new work, for each facet or work type starting at and up through / continuously, and / or including: the roof deck, all flashing types, transitions, penetrations, the field, drains, scuppers, all metal work, blocking, mechanical fastening, areas at completion to be hidden from view, and areas concealed beneath completed work.

SUBMITTALS

The Division 7 Contractor is responsible for all Category I Non-Friable Asbestos Containing Material (ACM) disturbed during any and / all facets of this project. Contractor shall submit electronic copies of test results including a drawing indicating locations where test samples are taken. Contractor removing existing material is required to take a minimum of two samples of existing components encountered, to be sent to an accredited testing lab. Take one sample at each location. Additional samples are required where materials are not the same or installation period. Each test result shall properly identify the Owner Project Number, project location, building name, building number & location where the test sample was taken. Laboratory fees and

1 associated removal and disposal charges shall be the responsibility of the Contractor at no additional cost the
2 project.

3
4 The Division 7 samples must be collected by an Asbestos Inspector or Exterior Asbestos Supervisor with
5 current accreditation as required by DHS 159. Contractor shall have certified staff or hire an accredited third-
6 party consultant at no additional cost to the project.

7
8 Any impact of asbestos materials or assumed asbestos materials, must be conducted by workers properly
9 trained and currently certified in accordance with DHS 159.

10
11 **NOTE – POSITIVE RESULTS**

12 The Division 7 Contractor shall submit an electronic copy of the necessary regulatory notification for asbestos
13 removal or an electronic copy of test results indicating the materials intended for removal do not contain
14 asbestos. (Refer to General Requirements Article “HAZARDOUS SUBSTANCES – ASBESTOS, LEAD
15 AND POLYCHLORINATED BIPHENYLS (PCB’S)” for additional information.)

16
17 Laboratory results must be submitted prior to start of work.

18
19 **SPECIAL SITE CONDITIONS**

20 Take all necessary precautions while dismantling piping containing gas, gasoline, oil or other explosive or
21 toxic fluids or gases. Purge lines and contain materials in accordance with all applicable regulations. Store
22 such piping outdoors until fumes are removed.

23
24 Maintain a clean and orderly site. Remove debris at end of each workday.

25
26 Burning of debris is not permitted.

27
28 Prior to removal of components that expose the building interior, provide:

- 29 • interior protection to prevent debris from falling to the interior.
- 30 • sufficient barricades to secure area and prevent pedestrian access to area of work.
- 31 • interior “spotter(s)” with verbal contact to work above by radio, cell phone, or other
32 immediate means of communication.

33
34 **DISCONNECTION OF SERVICES**

35 Prior to starting removal and/or demolition operations General Prime Contractor shall be responsible for and
36 coordinate disconnection of all existing utilities, communication systems, alarm systems and other services
37 that will be disturbed.

38
39 The General Prime Contractor shall notify DFD’s Project Representative and user Agency Contact, no less
40 than 24 hours in advance of all Electrical, Plumbing, and Mechanical disconnections. The Contractor shall
41 also provide a written timeline for disconnection and reconnection.

42
43 Disconnect all services in a manner which ensures continued operation in facilities not scheduled for
44 demolition.

45
46 Disconnect all services in a manner which allows for future connection to that service.

47
48 Disconnect services to equipment at unions, flanges, valves, or fittings wherever possible.

49
50 **REMOVAL / SALVAGING OF ITEMS**

51 Carefully remove all items that are scheduled to be salvaged. Items to be reinstalled shall be
52 inconspicuously marked to allow for reinstallation in a similar location.

1 Secure salvaged items to allow for future movement; provide pallets, skids and other devices as necessary.
2 Secure all loose parts.
3
4 Provide crates, padding, tarps and other measures necessary to protect salvaged items during storage. Store
5 items in a secure location, safe from vandalism, weather, dust and other adverse elements.
6
7 Where salvaged items are indicated to be turned over to the Owner or user Agency, deliver to location on
8 property, where designated by Owner, user Agency, or DFD Project Representative.
9
10 Where indicated to be incorporated into new work, store the salvaged item in secure location until trade
11 responsible for re-installation mobilizes their equipment and storage facilities to the site, or otherwise
12 accepts responsibility for the salvaged item.
13

14 **PART 2 - PRODUCTS**

15 **EQUIPMENT**

16 Use Contractor's standard equipment for demolition purposes and which meets all safety requirements
17 imposed on such equipment.
18

19 **PART 3 - EXECUTION**

20 **EXAMINATION**

21 Examine the areas and conditions under which work in this section shall be installed. Notify the DFD's
22 Project Representative and A/E of any conditions detrimental to the proper and timely completion of the
23 Work . The Division 7 Contractor shall not proceed until the unsatisfactory conditions have been corrected.
24

25 **PROTECTION OF EXISTING WORK AND FACILITIES**

26 Verify the locations of, and protect, any buildings, structures, utilities, paved surfaces, signs, streetlights,
27 utilities, landscaping and all other such facilities that are intended to remain or be salvaged.
28

29 Make such explorations and probes as necessary to ascertain existing conditions and/or any required
30 protection measures that shall be used before proceeding with demolition.
31

32 Provide and maintain adequate catch platforms, warning lights, barricades, guards, weather protection, dust
33 protection, fences, planking, bracing, shoring, piling, signs, and other items required for proper protection.
34 Provide protection for workmen, public, adjacent construction and occupants of existing building(s).
35

36 Prior to start of work, document and report damage of any facilities or items scheduled for salvaging to the
37 DFD's Project Representative.
38

39 Explosives shall not be used for demolition.
40

41 Keep streets, walks and all other adjacent paved areas clean and swept clear of dirt, mud and debris deposited
42 as a result of this operation.
43

44 **DEMOLITION**

45 Existing asphalt-based roofing and insulation, skylights, associated sheet metal flashings and miscellaneous
46 wood blockings, as required in these specifications and on the drawings.
47

48 Remove all equipment, fixtures and other materials scheduled for salvage prior to beginning demolition
49 operations.
50

51 Demolish and remove all features scheduled for demolition.
52

53 Clean existing surfaces to remain of all residual materials as necessary to ensure adequate bond of new
54 material.

1
2 The GPC (if other than the Division 7 Contractor), shall coordinate and be responsible for the removal and
3 reinstallation of items as required as shown or reasonably implied by the drawings and specifications, or as
4 directed by DFD's Project Representative, for proper installation of all Work.
5

6 Work, once begun, leaves the building subject to leakage and therefore it must be considered in a state of
7 emergency when weather threatens. The existing building shall be protected by the Contractor from moisture
8 entering through any wall, roof or parapet area (even in unforeseen weather conditions), within the project
9 scope, for the life of the Project, and for maintaining a weathertight condition during the entirety of
10 construction. **The Contractor shall be responsible for all damage to property due to moisture**
11 **infiltration.**
12

13 The Division 7 Contractor shall only remove as much material, as can be made weathertight and watertight
14 each day. An effective watertight seal between existing and new is required at the end of each day's work.
15 Temporary seals shall be removed upon installation of new permanent work.
16

17 Existing bituminous vapor retarder, if found to be present, may remain if well adhered, and as approved by
18 adhesion tests, and / or DFD's Project Representative and / or the AE of record.
19

20 Existing sealants, backer rods, etc. shall be fully removed from surfaces to receive new. Remove mortar and
21 other debris from joint(s) that restrict movement.
22

23 The Contractor shall notify the DFD project Representative and the A/E if the existing deck has uncovered
24 holes, is found to be deteriorated, decayed, or deformed, or in any way preventing proper installation or
25 drainage of the new system.
26

27 Carry out vehicle loading as necessary within the project boundaries or as defined or indicated on the
28 drawings, but not in locations that block vehicular traffic on the streets or pedestrian traffic on adjacent public
29 walks.
30

31 Conduct demolition operations and the removal of rubbish and debris in such a way that a minimum of
32 nuisance dust is caused. Constantly sprinkle rubbish and debris with water if necessary to keep nuisance dust
33 to a minimum.
34

35 During the execution of the work, provide, operate, and maintain all pumping equipment, suction and
36 discharge lines in all numbers of capacity as required to keep area free of accumulating water from any source
37 whatsoever at all times.
38

39 Operate equipment in a manner that causes minimum of damage to features which are to remain.
40

41 The Contractor shall coordinate and be responsible for the removal and reinstallation of items as required as
42 shown or reasonably implied by the drawings and specifications, or as directed by DFD's Project
43 Representative, for proper installation of all Work.
44

45 Load debris directly into trucks by means of approved chutes or other controlled means. Throwing or
46 dropping shall not be permitted. All such gravel, rubbish, debris, etc., shall be removed from the site and
47 disposed of by the Contractor. All uncontrolled debris shall be picked up continuously to prevent straying.
48 Avoid damaging property as much as possible by limiting the number of locations where trucks may be
49 loaded. **The Contractor shall be responsible for all damage to property.**
50

51 **TRANSPORTATION AND DISPOSAL OF DEMOLITION WASTE**

52 Transport and dispose of all demolition waste in accordance with local, state, and federal guidelines.
53

54 Whenever possible, or otherwise required by the Contract Documents, recycle demolition waste.

1
2
3
4
5
6
7
8
9
10

Demolition waste shall be disposed of at a landfill or dumpsite designed and approved to accept the given waste.

Maintain records documenting recycling and disposal of demolition waste. Record description of material, date removed, quantity removed, method of transport and recycling/disposal destination, and submit on a weekly basis.

***** END OF SECTION *****

Page Intentionally Left Blank

SECTION 07 08 00
COMMISSIONING OF THERMAL AND MOISTURE PROTECTION
BASED ON DFD MASTER SPECIFICATION DATED 03/25/25

PART 1 - GENERAL

SCOPE

This section includes commissioning forms for construction verification and functional performance testing. Included are the following topics:

PART 1 - GENERAL

Scope

Related Work

Reference

Submittals

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

Commissioning Forms

CV-07 21 00 Thermal Insulation

CV-07 61 13 Standing Seam Sheet Metal Roofing

RELATED WORK

Section 01 91 01 – Commissioning Process

REFERENCE

Applicable provisions of Division 1 shall govern work under this section.

SUBMITTALS

Reference the General Conditions of the Contract for submittal requirements.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

COMMISSIONING FORMS

Commissioning forms are to be filled in as work progresses by the individuals responsible for installation and shall be completed for each installation phase.

Provide a description of the work completed since the last entry, the percentage of the total work completed for the system for that area and the step of installation or finalization.

Circle Yes or No for each commissioning form item. If the information requested for an item does not apply to the given stage of installation for the system, list it as “N/A”. Explain all discrepancies, negative responses or N/A responses in the negative responses section.

Once the work is 100% complete and the responses to each item are complete and resolved for a given commissioning forms group, mark as complete, initial and date in the spaces provided.

Provide copies of the commissioning forms to the commissioning agent 2 days prior to construction progress meetings.

Construction Verification Checklist
07 21 00 – Thermal Insulation

CV-07 21 00 – Thermal Insulation

Identification/Tag: _____

Location: _____

A) PRE-INSTALLATION CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)				
				1)	2)	3)	4)	5)
				YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO	YES NO
<input type="checkbox"/> CHECKLIST GROUP COMPLETE				INITIALS: _____		DATE: _____		

Question Details

- 1) Shop drawings, product data and samples have been submitted and approved.
- 2) All materials are as designed, specified, and approved.
- 3) Materials are undamaged and in original packing.
- 4) Installation crew is qualified and certified.
- 5) Pre-roofing conference has been held (if applicable).

Construction Verification Checklist
07 21 00 – Thermal Insulation

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

Construction Verification Checklist
07 21 00 – Thermal Insulation

B) INSTALLATION CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)										
				1)	2)	3)	4)	5)	6)	7)	8)	9)	10)	
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
<input type="checkbox"/> CHECKLIST GROUP COMPLETE				INITIALS: _____				DATE: _____						

Question Details

- 1) Substrate is clean with all projections removed and prepared for installation.
- 2) For roof applications, all roof openings and penetrations are in place, curbs are set, roof drain bodies are securely clamped in place, and all wood cants, blocking, curbs and nailers are securely anchored to roof deck.
- 3) Insulation installed in specified thickness for each application and type.
- 4) Insulation is cut to fit around obstructions tightly.
- 5) Insulation edges are butt tightly and joints are staggered.
- 6) Board insulation is bonded with approved adhesive and contact bedding is maximized.
- 7) Friction fit batt insulation is cut to fit between framing members.
- 8) Faced batt insulation is installed toward warm side of construction.
- 9) Perimeter board insulation is minimum 24" below grade line.
- 10) All insulation systems are installed as specified and in accordance with manufacturer's recommendations

Construction Verification Checklist
07 21 00 – Thermal Insulation

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

Construction Verification Checklist
07 61 13 – Standing Seam Sheet Metal Roofing

CV-07 61 13 – Standing Seam Sheet Metal Roofing

Identification/Tag: _____

Location: _____

A) PRE-INSTALLATION CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)			
				1)	2)	3)	4)
				YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO
				YES NO	YES NO	YES NO	YES NO
<input type="checkbox"/> CHECKLIST GROUP COMPLETE				INITIALS: _____		DATE: _____	

Question Details

- 1) Shop drawings, product data and samples have been submitted and approved.
- 2) All materials are as designed, specified, and approved.
- 3) Materials are undamaged and in original packing.
- 4) Installation crew is qualified and certified.

Construction Verification Checklist
07 61 13 – Standing Seam Sheet Metal Roofing

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

Construction Verification Checklist
07 61 13 – Standing Seam Sheet Metal Roofing

B) INSTALLATION CHECKS

Date	Description of Work Performed	% Complete	Initials	Questions (See details below)								
				1)	2)	3)	4)	5)	6)	7)	8)	
				YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO
				YES	YES	YES	YES	YES	YES	YES	YES	YES
				NO	NO	NO	NO	NO	NO	NO	NO	NO
<input type="checkbox"/> CHECKLIST GROUP COMPLETE				INITIALS: _____				DATE: _____				

Question Details

- 1) Substrate has been examined, and is clean and acceptable for installation.
- 2) Fins, ridges, mortar and other projections on the substrate have been removed and any pockets, holes or other voids have been filled.
- 3) Material has been properly fitted around projections.
- 4) Metal sheets are accurately aligned and have the specified overlaps.
- 5) Sheets have been bonded with approved adhesive.
- 6) System is installed as specified, in accordance with manufacturer's recommendations.
- 7) Membranes have been protected from foot traffic (if applicable).
- 8) Required tests and inspections have been performed and results are acceptable (if applicable).

Construction Verification Checklist
07 61 13 – Standing Seam Sheet Metal Roofing

Negative Responses

Group/ Item	Date Found	Found By	Location	Reason for Negative Response	Resolved	Date Resolved	Resolution
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		
					YES / NO		

Page Intentionally Left Blank

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55

SECTION 07 21 00
THERMAL INSULATION

PART 1 - GENERAL

SUMMARY

Section Includes:

Polyisocyanurate Board Insulation

ACTION SUBMITTALS

Product data.

PART 2 - PRODUCTS

PERFORMANCE REQUIREMENTS

Surface-Burning Characteristics: Maximum flame-spread and smoke-developed indexes less than Class A, 25 and 450 when tested in accordance with ASTM E84.

Fire-Resistance Ratings: Comply with ASTM E119 or UL 263; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

Indicate design designations from UL's "Fire Resistance Directory" or from listings of another qualified testing agency.

Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.

Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches and wider in width.

Thermal-Resistance Value (R-Value): [**R-value as indicated on Drawings**] in accordance with ASTM C518.

ROOF INSULATION

Insulation over Solid Deck:

Polyisocyanurate Board Insulation: ASTM C1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces.

Compressive Strength: 20 psi.

Size: 48 by 48 inches.

Thickness:

Base Layer: 1-1/2 inches.

Upper Layer: Varies

ACCESSORIES

Insulation for Miscellaneous Voids:

Glass-Fiber Insulation: ASTM C764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E84.

Spray Polyurethane Foam Insulation: ASTM C1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E84.

Miscellaneous Application Accessories:

Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.

Crack Sealer: Closed-cell insulating foam in aerosol dispenser recommended in writing by insulation manufacturer for filling gaps in board insulation.

1
2 **PART 3 - EXECUTION**
3

4 **PREPARATION**

5 Clean substrates of substances that are harmful to insulation, including removing projections capable of
6 puncturing insulation or vapor retarders, or those that interfere with insulation attachment.
7

8 **INSTALLATION, GENERAL**

9 Comply with insulation manufacturer's written instructions applicable to products, applications and
10 applicable codes.

11
12 Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or
13 snow at any time.

14
15 Install insulation with manufacturer's R-value label exposed after insulation is installed.

16
17 Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with
18 insulation. Remove projections that interfere with placement.

19
20 Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths.
21 Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up
22 total thickness or to achieve R-value.

23
24 **INSTALLATION OF BOARD INSULATION**

25 Install board insulation in accordance with manufacturer's written instructions per project applications and
26 conditions.

27
28 Install interior radiation control coating system in accordance with ASTM C1321.

29
30 **PROTECTION**

31 Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other
32 causes.

33
34 Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed
35 and protected by permanent construction immediately after installation.
36

37 **END OF SECTION**

SECTION 07 61 13
STANDING SEAM SHEET METAL ROOFING
BASED ON DFD MASTER SPECIFICATION DATED (02/06/17)

1 **SCOPE**

2 The work under this section includes all labor, material, equipment and related services necessary to install
3 standing seam metal roof and associated system components including metal flashing, all roof related
4 construction.

5

6 **PART 1 - GENERAL**

7 Scope

8 Related Work

9 Reference Standards

10 Guarantee and Warranties

11 Quality Assurance

12 Product Delivery, Storage and Handling

13 Submittals - Technical and Other Documents

14 Submittals – Final Documents Required Upon Completion of the Work

15 Site Conditions

16 **PART 2 – PRODUCTS**

17 System Description

18 Sheet Metal Materials

19 Accessories

20 **PART 3 - EXECUTION**

21 Examination and Preparation

22 Fabrication

23 Workmanship

24 Installation

25 Cleaning

26

27 **RELATED WORK**

28 Applicable provisions of Division 1 shall govern work under this Section. The Contractor shall consult
29 these provisions in detail prior to proceeding with work.

30

31 06 10 53 – Miscellaneous Rough Carpentry - Roofing

32 07 63 00 - Sheet Metal Roofing Specialties

33

34 In the event that the Contractor wishes to make improvements in materials and/or techniques, or is required
35 to make improvements by the membrane supplier in order to obtain guarantees/warranties, he shall make
36 written request stating in full the nature of the proposed changes and stating that the changes, if approved,
37 will be accomplished at no additional cost to contract.

38

39 **REFERENCE STANDARDS**

40 AISI – American Iron and Steel Institute.

41 ASTM - American Society for Testing and Materials.

42 ASTM A361 - Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process for Roofing and Siding.

43 ASTM A525 - General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.

44 ASTM A653: Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated

45 (Galvanized) by the Hot-Dip Process

46 ASTM B137: Test Method for Measurement of Coating Mass Per Unit Area of Anodically Coated

47 Aluminum.

48 ASTM C920 – Elastomeric Joint Sealants.

49 ASTM D1056 - Specification for Flexible Cellular Materials.

1 ASTM D2244 – Test Method for Calculation of Color Differences from Instrumentally Measured Color
2 Coordinates.
3 ASTM D4214 – Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.
4 NRCA - (National Roofing Contractors Association) - Roofing and Waterproofing Manual.
5 SMACNA - (Sheet Metal and Air Conditioning Contractors National Association) - Architectural Sheet
6 Metal Manual.
7

8 **GUARANTEE AND WARRANTIES**

9 State of Wisconsin Roof System Guarantee: Provide written twenty (20) year guarantee warranting all
10 roofing and flashing required under contract, to be watertight and free from defects in materials or
11 workmanship for period of time, as stipulated in guarantee form.
12

13 Contractor shall perform a minimum of two (2) roof system inspections during the term of this guarantee.
14 The first inspection shall be approximately two (2) years after installation date on the state guarantee and
15 final inspection performed five (5) years after installation date on the state guarantee. Contact the Agency
16 Contact to arrange for a site visit date. Agency Contact will accompany the Contractor. Submit written
17 inspection reports, e-mailed to Owner (DFD Project Manager) and Agency Contact immediately after
18 inspection is performed and prior to guarantee expiration.
19

20 It is recommended that the Contractor take digital photos of the finished work for their files and future
21 reference.
22

23 A copy of the required State of Wisconsin Roof System Guarantee form shall be bound herein located at
24 the end of this Section and may be acquired at the following State website; doa.wi.gov/DFD
25

26 **Contractor and all sub-contractors shall review the guarantee and requirements of this Section prior**
27 **to providing a quote for the Work required by this Section.**
28

29 The Contractors Performance-Payment Bond is only required to apply to this trade section during the
30 construction period and the first year of the guarantee period. Said Bond shall not apply to any extended
31 guarantee period beyond the first year. Such extended guarantees are limited to the applicable Contractor
32 and manufacturer as herein specified.
33

34 Panel Manufacturer’s Finish Warranty: Provide the sheet metal panel manufacturer’s standard pre-finished
35 panel twenty (20) year warranty against material defects, corrosion and finish degradation stating at a
36 minimum that the metal finish will not chalk in excess of an eight (8) rating, or fade in excess of a five (5)
37 rating, when tested in accordance with ASTM D2244 and ASTM D4214.
38

39 Panel Manufacturer’s Weather-tightness Warranty: Provide the sheet metal panel manufacturer’s standard
40 no-dollar limit 20-year warranty against defects that result in leaks.
41

42 Ice Dam and Underlayment Manufacturer’s Warranty: Provide Manufacturer’s minimum twenty (20) year
43 warranty against product defect that result in leaks.
44

45 The following information shall be included on all guarantee and warranty documents:
46 State of Wisconsin (Owner), Agency, city or township, street address where work was performed, building
47 name, Owner Project number, Owner (DOA) building number, all roof areas involved and total sq. ft. area
48 of all roof areas.
49

50 **QUALITY ASSURANCE**

51 AISI CF00-01, “A Design Guide for Standing Seam Roof Panels,” American Iron and Steel Institute, 2000.
52

53 AISI CF97-01, “A Guide for Designing with Standing Seam Roof Panels,” American Iron and Steel
54 Institute, 1997.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53

ASTM A653, "Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process," American Society for Testing and Materials, 1998.

ASTM E1592, "Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference," American Society for Testing and Materials, 1995.

ASTM E1646, "Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference," American Society for Testing and Materials, 1995.

ASTM E1680, "Test Method for Rate of Air Leakage through Exterior Metal Roof Panels Systems," American Society for Testing and Materials, 1995.

UL 580, "Tests for Uplift Resistance of Roof Assemblies," Underwriter's Laboratories, Inc., 1994.

Refer to "Submittals - Technical and Other Documents" for number of submittal required.

Manufacturer shall have had at least ten (10) years experience in architectural roofing, and the roof panel itself shall have been in use for at least ten (10) years. Manufacturer shall demonstrate past experience with examples of projects of similar type and exposure.

Manufacturer and persons performing panel forming shall demonstrate past experience with examples of projects of similar type and exposure.

Personal forming panels shall demonstrate past experience with examples of projects of similar type and exposure.

In the event that the Contractor wishes to make improvements in materials and/or techniques, or is required to make improvements by his material manufacturer in order to obtain guarantees/warranties, he shall make written request stating in full the nature of the proposed changes and stating that the changes, if approved, will be accomplished at no increase in cost.

Contractor shall be recognized by the manufacturer of the sheet metal as an "approved" or "authorized" applicator. The Contractor shall be a company specializing in sheet metal roof installations with a minimum of five (5) years documented experience in retrofit work and a minimum of three (3) projects of similar size and scope of the work specified in this section that have been in installed for a minimum of four (4) years with satisfactory roof system performance.

The Contractor shall be authorized by the panel manufacturer, and the actual work shall be supervised by personnel trained by the manufacturer in proper application of the product. The Contractor shall have capability for preparation of shop details and fabrication of all flashings not furnished by the panel manufacturer.

Roofing Contractor shall notify the panel roof system manufacturer in writing of their intent to obtain all system material and send application for the warranty for work required herein. Letterhead documentation shall be sent to the panel roof system manufacturer and include a current date, indicate the Owner Project Number, bid document technical Section(s), indicate in full the composition of roof system to be install per bid documents and be signed by the Roofing Contractor Representative.

Panel roof system manufacturer shall provide Roofing Contractor with a current date written documentation reply stating the receipt of Contractor request including warranty application and statement that the Roofing Contractor is an "approved and authorized Contractor applicator" in good standing, for the work specified herein. A copy of this letterhead documentation shall be submitted to Owner at the preconstruction meeting. Such document shall include a current date, acknowledgement the Owner Project

1 Number, bid document technical Section(s), include the roofing Contractor business name, certification
2 status, year of issue and duration of such status.
3
4 **SITE VISIT:** Roofing Contractor shall notify panel roof system manufacturer representative of start date
5 and arrange for the representative to meet with the on-site foreman on the 1st or 2nd day after start of the
6 Work. Notify the Agency Contact concerning the representative visit so the Agency Contact may be
7 present. A minimum of 1 visit is required.
8
9 Changes or variations to the panel roof system composition as required herein shall be approved by the
10 Owner, in writing. Changes provided by the Contractor without Owner written approved shall be cause for
11 rejection of the Work in its entirety.
12
13 Roofing Contractor on-site Foreman shall be approved by the panel roof system manufacturer and shall
14 remain on-site throughout the duration of the project.
15
16 Contractor workers employed on this project shall be recognized by the supplier of the panel roof system
17 manufacturer as “approved” or “authorized” applicator(s) and within the past two (2) years, the worker
18 shall be able to document the successful completion of a minimum of three (3) projects of similar size
19 and/or scope of the Work as specified in this Section.
20
21 All sheet metal panel roofers by trade, and employed on this project shall have a certificate of successful
22 completion of training for the system to be installed. Undocumented roofers shall not be allowed to perform
23 the work required herein pertaining to the physical placement/installation of any and all of the panel roof
24 system components specified herein.
25
26 Metal panel roof system supplier certificate of successful completion of training for each roofer employed
27 on this project shall be submitted to Owner. Document shall be up to date, indicate worker name,
28 certification status, year of issue and duration of such status.
29
30 Contractor shall provide a list of all workers to be employed on this project. The list shall indicate each of
31 the workers by name and their construction trade including the Project foreman and Contractor main office
32 contact person.
33
34 List shall include after-hour/weekend emergency phone contact personal and their office and cell phone
35 numbers, for use in case of emergency situations.
36
37 Labors, or other non-roofer trade employees shall not be allowed to perform the actual installation of any
38 part of the panel roof system manufacturer warranted roof system required by this Section without
39 manufacturer documentation of proper training, as required herein.
40
41 Contractor shall obtain and provide Owner with the panel roof system manufacturer most current dated
42 three (3) ring or spiral bound installation and detail manual.
43
44 Contractor shall perform work required using details provided within the specifications, on the drawings or
45 as required by the metal roof system supplier for a proper watertight installation and to allow issuance of
46 warranties required herein.
47
48 All system components not specifically identified herein but required by the panel roof system
49 manufacturer or the roof system installed by the Work required in the Project Manual shall be provided and
50 included in the panel roof system manufacturer watertight warranty as required herein. System components
51 required by the Work in the Project Manual but otherwise not warranted by the panel roof system
52 manufacturer shall be upgraded to be panel roof system manufacturer specific products at the time of bid
53 such that they are covered by the warranty required herein.
54
55 Provide all equipment recommended by the panel roof system manufacturer for proper installation of the
56 materials specified.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54

Roofing installations shall comply with fire resistive rating as defined in the Wisconsin Administrative Code. Required rating on these roofs: U.L. Class A.

It is the responsibility of the General Prime Contractor to obtain the services of competent licensed sub-contractors to perform the Work associated with these bid documents.

Electrician Contractor: For removal and reinstallation of roof curb-mounted exhaust fans and associated covers, ventilators, electrical equipment associated wiring connections at the unit(s) as required to perform the Work.

Agency is responsible for disconnect where wiring must be pulled or cut and conduits relocated to allow installation of the new roof system.

Plumber Contractor: To re-lead drain pipe, repair and/or reset the roof drain bowls to interior piping as required to perform the Work required on this project.

Mechanical Contractor: For removal of belt, chain driven and/or electrical exhaust fans and associated flex connection and duct runs/piping and its associated roof curb penetration.

The Contractor shall raise all existing mechanical and electrical trades' roof system penetrations to a minimum height above the roof system of 8".

Contractor shall notify the Agency Contact 24 hours in advance of all Electrical, Plumbing and Mechanical disconnections.

It is the responsibility of the Agency to perform inspection of the roof areas to be replaced by this project and to provide the following services:

Agency is responsible for the following: Existing Electrical, Plumbing and Mechanical installations and associated equipment pipe and duct runs shall be identified/verified by the State Agency as in use or be spray painted in ORANGE by the Agency if they are abandoned or shall be abandoned and shall be removed by this roofing Contractor, and verify that the electrical run is terminated, prior to start of work by Contractor. Electrical conduct runs lying directly on the existing roof membrane, or fastened to perimeter wall or metal flashing or coping shall be relocated by the Agency prior to start of work.

PRODUCT DELIVERY, STORAGE AND HANDLING

Make no deliveries to the project site until ready to install or approved storage is provided. The State will not accept delivery nor will the State be responsible for any materials or equipment stored on the premises.

Deliver materials in original unopened containers of packaging clearly labeled with manufacturer's name, brand name, instructions for use, all identifying numbers and U.L. labels.

Deliver materials in sufficient quantity to allow continuity of work.

Materials used on the job must be stored in such a manner as not to create a nuisance or hazard.

Store materials on clean, raised platforms, with breathable, weather protective covering when stored outdoors. Provide continuous protection from materials against weathering and moisture absorption.

Factory applied "shrink-wrapping" is not considered to be an acceptable weather protective covering. Improper storage practices will be grounds for rejection of questionable materials.

Store flammable products away from spark or open flame.

1
2 Store primers, coatings, sealants and similar materials between 60 degrees and 80 degrees Fahrenheit.

3
4 Contaminated and Damaged Materials: Remove damaged or contaminated materials from site.

5
6 DO NOT store materials in a manner which will overload any portion of the building.

7
8 Handle all materials in a manner which will not damage the material. All damaged materials shall be
9 removed from project site.

10
11 Select and operate material handling equipment and store materials as not to damage existing construction
12 or applied roofing, and without overloading the building structural system.

13
14 **SUBMITTALS - TECHNICAL AND OTHER DOCUMENTS**

15 **At the preconstruction meeting and prior to start of work, submit the following for approval by**
16 **Owner.**

17
18 Prior to the start of any work, all of the following submittals as required herein, shall be brought to the pre-
19 construction meeting in the amount specified, for review and approval by DFD Project Manager.

20
21 The following information shall be included on all submitted documents:

22
23 Agency/Location/Address where work is performed obtained from the Agency Contact listed to include
24 Building Name, Bldg. State Number, Roof Areas, DFD Project Number and total sq. ft. of all roof areas.

25
26 **METAL PANEL MANUFACTURER WARRANTY ACKNOWLEDGEMENT**

27 Upon receiving the Contract Offer from the Owner, Contractor shall immediately notify the panel
28 manufacturer of intent to purchase the product and to obtain the warranty as specified by this Section.

29
30 All products installed in this roof system shall be compatible with all system components. All products
31 installed shall be provided by the metal manufacturer and approved by the metal manufacturer to assure the
32 issuance of the watertight warranty required herein.

33
34 Other products, not manufactured, labeled or supplied by the metal manufacturer, but specified herein to be
35 a part of the warranted roof system, shall be specifically identified and approved by the metal manufacturer
36 required to provide the watertight system warranty specified herein.

37
38 Products installed but not approved in writing by the manufacturer and in turn by the AE shall be cause for
39 rejection of that specific work and all work accomplished over that work and all products involved shall be
40 removed and replaced at no additional cost to the contract.

41
42 **Submit:** Three (3) copies of the Contractors dated notification letter sent to the panel roof system
43 manufacturer

44
45 **Submit:** Three (3) copies, on panel roof system manufacturer letterhead, stating acknowledgement of such
46 notice and agreement to provide the warranty required by this Section. The letterhead acknowledgement
47 shall include the date such letter was issued, Owner Project title, Project number, Section number(s), panel
48 roof system manufacturer representative signature and be addressed to the Roofing Contractor.

49
50 **CONTRACTOR AND WORKER QUALIFICATION**

51 **Submit:** Three (3) copies of the panel roof system manufacturer current written documentation stating the
52 Contractor is an "approved Contractor applicator" in good standing, for the work specified herein shall to
53 be submitted to Owner at the preconstruction meeting. Document shall be up to date, indicate Contractor
54 name, certification status, year of issue and duration of such status.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54

Submit: Three (3) copies of the panel roof system manufacturer certificate of successful completion (If available from panel roof system manufacturer) of training for each roofer employed on this project shall be submitted to Owner at the preconstruction meeting. Document shall be up to date, indicate worker name, certification status, year of issue and duration of such status.

Submit: Three (3) copies of a list of all workers to be employed on this project. The list shall indicate each worker's name and trade. Project supervisor and main contact person shall be identified. (See Quality Assurance herein)

MEMBRANE SUPPLIER INSTALLATION INSTRUCTIONS

Submit: One (1) copy of the membrane suppliers most current version, complete edition paper-copy installation and detail 3-ring or spiral bound manual. Partial submittals taken from within the bound manual are not acceptable.

EMERGENCY AND OFFICE CONTACT PHONE LIST

Submit: Three (3) copies of the Contractor's office superintendent and job foreman daytime, after hours and weekend office and cell phone numbers to be given to the Agency Contact at the pre-installation meeting.

MATERIAL LIST

Submit: Three (3) copies of a list of all materials intended for use on the project, to include roofer and all other sub-contractor composite system materials, starting at the roof deck and identified by manufacturer's name, size, thickness, type or grade. List shall be submitted on Roofing Contractor's letterhead stationery. Submit product data sheets as required.

Contractor shall state the following on the material list submittal: **"New products installed on this project do not contain asbestos"**.

SHOP DRAWINGS:

Submit: Three (3) copies of panel manufacturer shop drawings with details of all project conditions, roof plan with panel layout, clip spacing, location of fixed points and expansion and contraction allowances.

Shop drawings indicating, material profile, dimensions, jointing pattern, jointing details, fastening methods, installation details, etc.;

Edge details at eaves and rakes, soffit, fascia, gutters, downspout (and their connections.)

Other pertinent details such as ridge, flashings, counterflashings, etc.

The following material samples:

Panels: One piece, full width, 12" long of each type to be used.

Accessories: One each of each anchor clip, roll formed part or press formed or molded closure.

A flat sample 6" x 6" of material for fabrication of any custom formed profile, such as hip, ridge and rake caps.

Fasteners: Two samples of each type to be used, identified as to use.

Sealant and seal tape: One sample at least 8 oz., with descriptive data.

CERTIFICATION: Provide three (3) copies of current proof of manufacturer certification for the product to be installed on the project and submit such dated certification status to DFD along with the product submittal package.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54

METAL PANEL COLOR CHART: Provide one (1) original color chart shall be delivered to the Agency Representative at the preconstruction meeting. Contact the Agency Representative listed on page B-1 of this specification for delivery address. Agency Representative shall select the color at the meeting or notify the DFD Project Manager and Contractor afterward via e-mail as to the color selected.

SNOW GUARDS:

Shop Drawings: Show locations of snow guards on roof and attachment spacing.

Product Data: Include product description and installation instructions. Provide samples of clamps and 24-inch-long cross member samples including color-matched metal strip, splice connector, and other hardware.

RECYCLED MATERIALS:

Submit: Three (3) copies of a materials recycle plan to Owner for review. Include recycle business name, address, contact, and phone number where all recycled roofing material removed by this project will be delivered.

Submit: Three (3) copies of current proof of manufacturer certification for the product to be installed on the project and submit such dated certification status to DFD along with the product submittal package.

Submit: One (1) original metal panel color chart shall be delivered to the Agency Representative at the preconstruction meeting. Contact the Agency Representative listed on page B-1 of this specification for delivery address. Agency Representative shall select the color at the meeting or notify the DFD Project Manager and Contractor afterward via e-mail as to the color selected.

Submit: Three (3) sets of shop drawings showing locations of snow guards on roof and attachment spacing.

Product Data: Include product description and installation instructions to include samples of clamps, 24-inch-long cross member samples including color-matched metal strip, splice connector, and other hardware.

SAFETY REPORT

Submit: One (1) copy of a written report to be given to the Agency Representative at the preconstruction meeting, describing in detail the Contractors implementation of specific OSHA regulations, Contractor’s worker safety program methods/means, roof perimeter safety and identification of the “watch person” required at all roof levels. Identify fire extinguisher and their locations, all equipment/operators on roof/ground in setup/storage area and travel routes used while performing the work.

MSDS DATA:

Submit: One (1) copy of all MSDS paperwork for each product used on this project to be given to the Agency Representative at the preconstruction meeting.

Contractor shall maintain the following at the Project site throughout construction. One (1) copy of the specifications, drawings, addenda, value enhancement, change order and all approved submittals at the project site throughout construction.

One (1) copy of the latest version of the manufacturer handbook including details and technical information concerning application techniques for all primary roofing system materials required by the work.

One (1) copy of the Material Safety Data Sheets (MSDS) manual for all materials used on this project.

SUBMITTALS – FINAL DOCUMENTS REQUIRED UPON COMPLETION OF THE WORK:

Prior to final payment, submit the following to Owner as one (1) package including a cover page listing all documents sent:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55

The following information shall be included on all guarantees, warranty and other submittal documents:

Agency, city or township, street address where work was performed, building name, Owner Project number, Owner (DOA) building #, all roof areas involved and total sq. ft. of all roof areas.

DIGITAL PHOTOS:

Submit: One (1) copy of a CD with all photos taken.

Provide digital camera photos throughout the project as required by these specifications and/or requested by Owner. Contractor shall take multiple digital camera photos of the following to be submitted electronically, via e-mail to Owner.

Contractor shall take and submit digital camera photos of the various difficult watertight locations and mechanical fastening that will be hidden from view or otherwise concealed beneath the completed work. Multiple photos shall be taken of the entire installation starting at the roof deck and continuing throughout the roof system installation as it progresses in layers, as required per specification

Contractor shall take and submit digital camera photos of all changes to the scope of work to include existing conditions as the work takes place in its various stages of demolition and of the new Work as it takes place throughout its various stages.

Provide digital camera photos of the completed work. Photos shall include the various metal flashing details, transitions and penetration height changes and in general an over-all view of the field of all roof areas. Photos shall be identified by the roof area where photos are taken.

RECYCLED MATERIALS

Submit: Three (3) copies of a completed material recycle plan to Owner for review. Include recycle business name, address, contact, and phone number where all recycled roofing material removed by this project will be delivered.

Upon completion, Contractor shall submit a final summary of the progress reports, including the percentage of recycled waste (weight or volume) to the quantity of waste that would have been otherwise land filled.

Submit recycler receipt for all deliveries showing all received product their weight and % calculation as described in GENERAL REQUIREMENTS, Article 38.

Submit a final summary of the progress reports, including the percentage of recycled waste (weight or volume) to the quantity of waste that would have been otherwise land filled.

Submit recycler receipt for all deliveries showing all received product their weight and % calculation.

Material kept for reuse and delivered to the Contractor’s property or given away at the site by the Contractor shall be identified as well. The total sq. ft. bulk sum of all material shall be recorded and submitted.

WASTE MANIFEST:

Submit: Two (2) copies of the Waste Manifest Records to DFD Project Manager if required in accordance with General Requirements Article “HAZARDOUS SUBSTANCES – ASBESTOS, LEAD AND POLYCHLORINATED BIPHENYLS (PCB’S)”.

CERTIFICATION: Installer's certification that snow guard system was installed in accordance with manufacturer's instructions and accepted Shop Drawings.

STATE OF WISCONSIN ROOF GUARANTEE:

1 Submit one (1) original guarantee as required herein. (Refer to GUARANTEE article in Part 1 of this
2 Section).

3
4 **METAL PANEL ROOF WARRANTY**

5 **Submit:** One (1) of the original membrane suppliers' warranty of all membrane warranties required herein.
6 (Refer to GUARANTEE article in Part 1 of this Section).

7
8 **SETTLEMENT CERTIFICATE:**

9 **Submit:** One (1) copy of each document.

10
11 The following information shall be included on all submittal documents.
12 Agency/Location/Address where work is performed to include the Building Name, Bldg. State Number,
13 Roof Areas, Owner Project Number and total sq. ft. of all roof areas.

14
15 **SITE CONDITIONS**

16 Apply roofing in dry weather. All roofing materials installed during rain shall be removed and replaced
17 with dry materials at Contractor's expense.

18
19 DO NOT apply roofing when the working hours ambient temperature is below 32 degrees Fahrenheit.
20 Under no circumstances will any seaming, flashing or adhesive activities be allowed when the ambient
21 temperature is below 20 degrees Fahrenheit, or the wind chill factor is below 0 degrees Fahrenheit.

22
23 Existing materials designated to remain, which are damaged or defaced as a result of the work shall be
24 replaced at Contractor's expense to like new condition.

25
26 Reinstall all rooftop mounted equipment in a watertight manner and repair any damage to sheet metal or
27 other components related to connection and protection of the roof system.

28
29 **Protection of surfaces:**

30
31 Take every precaution to prevent water leakage, or debris falling into the building interior, or other such
32 occurrences. Contractor is responsible for any damage to the building interior, or contents, during
33 reroofing.

34
35 Provide special protection or avoid heavy traffic on completed work. Temporary walkways and work
36 platforms shall be provided as necessary.

37
38 Wall surfaces shall be protected with tarpaulins or other suitable cover to prevent damage, staining or
39 discoloration that might result from operations such as removal, disposal, replacement or removing of
40 equipment or materials to the roof surface. Windows, doorways, docks, walkways, etc. may require special
41 protection measures.

42
43 Provide 3-sided enclosures at all building entry areas to allow access to the building during demolition and
44 construction activity. Minimum enclosure construction requirements are as follows;

45
46 Building entry enclosure shall start at a minimum of 10'-0" beyond the building eave or edge slide-off
47 and/or drop-off area.

48
49 Over-head: 3/4" CDX plywood mechanically fastened or secured to minimum of 4 wood scaffolding planks
50 securely fastened over properly braced walk-through steel scaffolding.

51
52 Side: 3/4" CDX plywood mechanically fastened or secured to each side of the walk-through steel scaffolding
53 to provide complete enclosure.

54

1 Removal and disposal of materials:
2

3 All materials to be disposed of shall be loaded directly into trucks by means that will prevent damage to
4 existing or new surfaces and to control pollution. Free-fall of debris from heights over 15' will not be
5 allowed.
6

7 The Contractor is responsible for any charges, such as landfill fees, incurred for disposal of materials.
8

9 **PART 2 - PRODUCTS**

10 **SYSTEMS DESCRIPTION**

11 New roofing system shall be prefinished sheet metal, with minimum 2" standing-seams. Panels shall be
12 approximately 18" in width with intermediate stiffener ribs. Panel seams shall be mechanically rolled to
13 form a double-lock. Fasteners shall be concealed.
14

15
16 Clip-over, or pressure caps installations are not acceptable standing seam metal panel applications.
17

18 System shall carry an Underwriters Laboratories (UL) Class 90 wind uplift rating.
19

20 All products used in this installation shall be compatible.
21

22 **SHEET METAL MATERIALS**

23 Roof panels shall have a 2" high vertical leg double lock standing seam.
24

25 Roof panel seam shall have a thermally-applied in-seam sealant.
26

27 Wall panel: Same as roof panels.
28

29 Roof Panel Anchor Clips: Manufacturers standard clip that allows for required thermal movement.
30

31 Prefinished Galvanized: ASTM A653, G-90; 24-gauge galvanized steel coated with a minimum 70%
32 Kynar (Kynar 500) fluoropolymer resin of 0.9-1.1 mil total dry film thickness and primed on the reverse
33 side a wash coat of 0.3-0.4 mil dry film thickness; Roof Panels, Associated Metal Flashings, Gutters and
34 Downspouts. Color to be chosen from the manufacturer's standard color selection at the preconstruction
35 meeting. Texture shall be smooth.
36

37 Galvanized: ASTM A653, G-90; galvanized steel. Thickness as follows:
38

39 22 gauge for continuous cleats.
40

41 24 gauge for pourable sealer pans, sleeves and hoods.
42

43 24 gauge roof panels.
44

45 **ACCESSORIES**

46 Anchor Clips: Non-magnetic stainless steel or aluminum coated with nylon to minimize wear from thermal
47 movement. Fasteners in support and screws installed in clips shall be fully recessed so that no sharp edges
48 come in contact with the roof material. Clip shall allow for adequate thermal expansion and contraction of
49 the panels system.
50

51 Butyl Sealant Tape: 3/16 x 7/8" mini-triple bead butyl rubber tape designed for sealing metal roofs.
52

53 Schnee-Morehead SM5227 Tacky Tape or as acceptable to roof panel manufacturer.

1 Butyl Sealant (Gun Grade): Non-skinning, non-sag gun grade butyl sealant designed for standing seam
2 metal roofs. Sika Sikalastomer 511, Tremco TremPro JS-773 or as acceptable to roof panel manufacturer.
3
4 Expandable Sealant Tape: Self Adhering open-cell polyurethane foam impregnated with a water-based
5 acrylic-modified asphalt emulsion. Designed to seal out moisture on metal roofs. Size to obtain a
6 maximum of 80% compression form fully expanded size. Emseal "AST Hi-Acrylic"]
7
8 Pipe Flashing: EPDM boot bonded to aluminum base with manufacturers 20-year warranty. Buildex
9 Decktite or as acceptable to roof panel manufacturer.
10
11 Pipe Stabilizer: Polycarbonate stabilizer arm designed to break apart snow slides and secure pipe upright
12 and intact. Vent Protect "Vent Protect"
13
14 Snow Guards: "ColorGard" snow guard with non-penetrating S-5 clamp attachment and roof panel color
15 insert. Provide bar clip with rubber foot to break-up snow slides. ColorGard or acceptable equal.
16
17 Clamps: Manufactured from 6061-T6 aluminum extrusions conforming to ASTM B221 or aluminum
18 castings conforming to ASTM B85 and to AA Aluminum Standards and Data.
19
20 Clamp model: No. S-5-U.
21
22 Set screws: 300 Series stainless steel, 18-8 alloy, 3/8-inch diameter, with round nose point.
23 Attachment bolts: 300 Series stainless steel, 18-8 alloy, 10 mm diameter, with flat washers.
24
25 Cross Members: Manufactured from 6061-T6 alloy and temper aluminum extrusions conforming to ASTM
26 B221 and AA Aluminum Standards and Data.
27
28 Receptacle in face to receive color-matched metal strips.
29
30 Provide splice connectors ensuring alignment and structural continuity at end joints.
31
32 Color Strips: Same material and finish as roof panels; obtained from roof panel manufacturer.
33
34 Fasteners: exposed fasteners shall be factory-colored to match metal. Where not specified, size fasteners to
35 suit conditions.
36
37 Metal to Metal: #10 x 3/4" self-drilling, self-tapping stainless steel sheet metal screws with pan or hex
38 heads.
39
40 For weathertightness, screws shall have separate washers with hot bonded neoprene faces, and pop-rivets
41 shall be set in wet sealant.
42
43 Metal to Wood: Zinc-coated lag-type fasteners of size and length to suit conditions.
44
45 Metal to Wood, at exposed locations: #10 x 1-1/2" stainless steel screws with metal capped neoprene or
46 PVC washers.
47
48 *Other* Metal to Wood (concealed locations): 1-3/4" hot-dipped galvanized roofing nails.
49
50 Metal to Concrete or Masonry: Hardened, self-tapping screw type fasteners, or zinc-alloy expansion
51 shields with hardened steel pins.
52

1 Sealant: ASTM C920, Type S, Grade NS, Class 25, Use NT, M, G, A or O; FS TT-S-00230C, Type II,
2 Class A; one-part polyurethane base, elastomeric joint sealing compound such as Sika Chemicals "Sikaflex
3 1a", Sonneborn-Contech "Sonolastic NP1" or Tremco "Vulkem 116" or "Dymonic".
4
5 Compression Type Metal to Metal Joints: Butyl type sealant or tape recommended by the panel system
6 manufacturer.
7
8 Metal to Other Surfaces (Masonry, etc.): FS TT-S-00230C, Type II, Class A; one part polyurethane base,
9 elastomeric sealant such as Sika Chemicals "Sikaflex 1a", Sonneborn-Contech "Sonolastic NP1", Mameco
10 International "Vulkem 116" or Tremco "Dymonic".
11
12 Synthetic Underlayment: equal to 'Titanium' UDL 50 or 'Sharkskin Ultra'.
13
14 Plastic Cement: ASTM D4586.
15
16 Ice Dam Flashing: By same manufacturer as synthetic underlayment 'Titanium PSU 30' or 'Sharkskin
17 SA'.
18
19 Flexible Flashing: 0.045" EPDM.
20
21 Other products, not specifically described, but required for a complete and proper installation of the work
22 in this section shall be selected by the Contractor subject to the approval of Architect/Engineer.
23

24 **PART 3 - EXECUTION**

25
26 Refer to the drawings included with these specifications.
27

28 Fabricate and install all material in accordance with the latest edition of SMACNA, the best-accepted
29 practices of the industry and these specifications.
30

31 **EXAMINATION AND PREPARATION**

32 Inspect existing roof to verify surface dry and free of snow or ice, free of depressions, waves, or unused
33 projections.
34

35 Bring to the Project Representative's attention any conditions detrimental to the proper and timely
36 completion of the work. Do not proceed until any unsatisfactory conditions have been corrected.
37

38 Beginning of installation means acceptance of existing conditions.
39

40 Field measure site conditions and submit all shop drawings for approval prior to fabricating work.
41 Contractor shall obtain and use profile seamer as recommended by the roof panel manufacturer
42

43 Relocated pipes that will occur within four (4) inches of a seam.
44

45 **FABRICATION**

46 Fabricate new sections as detailed. Form sections true to shape, accurate in size, square and free from
47 distortion or defects. Do not "punch" metal at brake points.
48

49 Unless detailed otherwise, hem exposed edges on underside 1/2"; fabricate vertical faces with bottom edge
50 formed outward 3/4" at 45 degrees and hemmed to form drip.
51

1 Outside corners shall be prefabricated such that the outside face of section is broken at corner; seam at
2 corner is unacceptable. Miter and seam top of outside and inside corners using rivets and specified
3 polyurethane or manufacturer recommended and approved sealant. Corner pieces shall be a minimum of
4 18" in length, in both directions from the corner.
5

6 For pourable sealer pans and sleeves, rivet and solder seams and corners.
7

8 **WORKMANSHIP**

9 Make all work weather and watertight throughout; provide allowances for material expansion and
10 contraction.
11

12 **Note:** Oil canning is an aesthetic issue that can be the result of panel forming and installation. As such, oil
13 canning will be cause for rejection of installed work.
14

15 All valley and valley edge/fascia installations shall be recorded from deck to finish by taking digital photos
16 of the installation as each product is applied over the preceding product. Digital photos shall be properly
17 identified as to their location on the roof and sent to the DFD Project Manager electronically.
18

19 Contractors' workers shall carry a container or apron to deposit all metal cut offs, droppings or other debris
20 created by the work. Waste shall not be dropped to the roof and ground.
21

22 Sections shall be uniform, accurately fitted so as to line up straight and true and rigidly secured in place,
23 without kinks or buckles. Joints at corners and angles shall be smooth, tight and neatly mitered and
24 seamed.
25

26 Unless detailed otherwise, lap all vertical joints between adjacent sections a minimum of 2".
27 Where metal is hooked to a continuous cleat, crimp metal to cleat along entire length.
28

29 **INSTALLATION**

30 Install wood blocking as indicated on drawings and as per Section 06 10 53.
31

32 Install batt type insulation to fill voids, and as indicated on drawings.
33

34 **Ice Dam Flashing Membrane and Underlayment:**

35 Self-Adhering Ice & Water Backup Protection Membrane:
36

37 If weather is below 40°F, store material for a minimum of 24 hours above 60°F prior to installation. Use
38 product within one hour of removal from heated storage. If material does not sufficiently seal contractor
39 may be required to provide supplemental hot air during installation to enhance adhesion.
40
41

42 Install over entire area per specifications and in accordance with the manufacturer's additional detailed
43 instructions, directly to the thermal barrier substrate.
44

45 Prime thermal barrier if required by manufacturer.
46

47 Digital Photos: Contractor shall take multiple digital photos of all locations showing all phases of the
48 watertight work required, identify all digital photos per each location and send digital photos to the DFD
49 Project Manager at end of the project construction phase and prior to final payment.
50

51 Photos shall be taken at all phases of the valley installation and especially the edge terminations to show
52 water tightness, at all valleys.

1 Deck Penetrations: Over deck, one (1) course wide around all penetration in the field of the roof including
2 curbs, plumbing, mechanical or electrical piping, dormers, other vertical field or roof installations. One (1)
3 course width at all roof to wall locations or other vertical installations. Membrane shall turn up onto all
4 vertical penetrations 4” minimum.
5

6 Underlayment shall be installed per manufacturer’s printed instructions. Overlap 4-inch minimum
7 horizontal laps and 12-inch minimum vertical laps.
8

9 Prior to membrane installation, sweep the entire roof deck to remove loose nails, fasteners, wood
10 dust/particles and other debris and verify that all nails or other fasteners in decking are flush to deck
11 substrate.
12

13 Self-Adhering Ice & Water Backup Protection Membrane: Install per specifications and in accordance with
14 the manufacturer's additional detailed instructions, directly to the deck substrate as follows:
15

16 Eave Edge: Over sheathing, extending downward over all roof edge blockings at eave and rake edge,
17 extend to full extent of roof surface to ridge.
18

19 Continue through valley areas to be a minimum of 2’-0” beyond centerline of valley onto the opposite
20 slope, both directions.
21

22 Rake Edge: Over sheathing, extending downward over all roof blockings, starting at 0’-6” minimum lap
23 onto the eave edge self-adhering ice & water backup protection membrane application.
24

25 Deck Penetrations: Over sheathing, one (1) course wide around all penetration in the field of the roof
26 including curbs, plumbing, mechanical or electrical piping, dormers, other vertical field or roof
27 installations. One (1) course width at all roof to wall locations or other vertical installations. Membrane
28 shall turn up onto all vertical penetrations 4” minimum.
29

30 Valley: Over sheathing, two (2) courses wide up the valley, 1st course side lapped 0’-6” minimum beyond
31 centerline of valley onto the opposite slope decking, 2nd course side lapped 0’-4” minimum onto 1st course
32 membrane application and both courses shall continue up slope over the ridge onto the opposite slope,
33 intersecting roof slope or up intersecting wall 1’-0” minimum to achieve watertight installation.
34

35 Fill in voids in sheathing and insulation at valley material butt joints prior to membrane installation to
36 achieve a true, tight void-less surface.
37

38 Valleys over 20’ in length shall receive two (2) additional course width installations, side lapped 0’-4”
39 minimum onto previous course membrane, continuing up slope and terminating at a point half the length of
40 the valley run.
41

42 Membrane shall be cut, lapped and properly adhered and lapped minimum of 2” onto fascia at bottom of
43 valley/deck to provide a void-less and complete watertight closure.
44

45 **Valley Metal Flashing, Per Section 07 63 00:**
46

47 Valley metal shall be installed over self-adhering ice & water backup protection membrane and starter
48 piece shall continue across edge metal flashing. Field hem eave-end of valley metal flashing a minimum
49 3/4”. Install and slide starter valley metal flashing into place with hemmed edge fit over eave edge-metal
50 flashing.
51

52 Eave Termination: valley membrane and metal flashing terminations shall be installed without voids and be
53 watertight.
54

1 Digital Photos: Contractor shall take multiple digital photos of a step-by-step installation of the valley
2 products and especially of all end-of-valley locations showing all phases of the watertight work required.
3 Identify all digital photos as to location on the roof and send all digital photos to the DFD Project Manager
4 at end of the project construction phase and prior to final payment.]
5

6 **Metal Roof System Fabrication:**
7

8 Panels shall be fabricated in full lengths from ridge to eave without end laps. Panels shall be 16" wide with
9 concealed anchors that resist wind uplift yet permit expansion and contraction with temperature changes.
10 Two intermediate stiffener ribs shall be located in the flat pan to minimize oil-canning and telegraphing of
11 structural members.
12

13 Standing seams shall be a minimum of 2" high. Ribs shall be securely locked over anchor clips with a field
14 operated roll-forming tool.
15

16 Insofar as possible, attachment screws shall be eliminated in favor of concealed cleats or clips.
17

18 **Workmanship:**
19

20 All work shall be installed in accord with the approved shop details under direct supervision of an
21 experienced sheet metal craftsman. Attachments and joints shall allow for expansion and contraction from
22 temperature changes without distortion or elongation of fastener holes. Flashing shall be installed in strict
23 accord with the recommended practice in the AA, NRCA and SMACNA architectural sheet metal manuals:
24 without fasteners in end laps and isolated from dissimilar materials.
25

26 Completed work shall be plumb and true, free of scrapes and dents. Panel ribs shall be on the module
27 indicated in the contract drawings within the tolerance allowed by the actual construction dimension.
28 Excess sealant shall be removed and touch-up paint applied to any areas where paint scrapes occur. Any
29 panels, which are badly damaged and in the judgement of the architect cannot be repaired shall be removed
30 and replaced.
31

32 Form ridge caps of sheets not exceeding 10 feet in length. Lap joints 6 inches.
33

34 **Metal Roof Panel Installation:**
35

36 Install roof panels symmetrical across individual roof area.
37

38 At time of installation confirm expansion and contraction allowances with A/E
39 Provide first clip a maximum of 16 inches up from eave and down from upper termination.
40

41 Provide intermediate clips a maximum of 36 inches on center in the field of the roof and 12 inches on
42 center along an eight (8) foot perimeter of each individual roof area. Clip placement and anchorage to be in
43 compliance with ASCE 7/16 for building exposure, height and classification.
44

45 Panel fixed point on all areas shall be the high side of each area.
46

47 Total panel expansion/contraction allowance shall be 3/4 inch. Set points of clips and panel overlaps at
48 eave shall be determined at time of installation.
49

50 Fold tab ends of panel seams over the end of the seam. Always fold tab to the inside of the seam.
51

52 Apply supplemental sealants as required by drawings and manufacturer.
53

54 Mechanically seam all metal panel seams.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54

Flashing and Counterflashings:

Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles. Seal all joints watertight.

Counterflashing shall be creased longitudinally just enough to provide a spring action that will hold bottom edge firmly against base flashing. Notch and lap all joints a minimum of three (3) inches.

Install appropriate flashings at all exhausts, vents and penetrations not specifically called out but required.

Counter Flashing Inserted into Reglet:

Provide new reglet into an existing masonry joint. Reglet shall be 1½ inches deep by full joint width. Clean joint of dust and loose masonry when finished.

Make up straight runs using 8'-0" or 10'-0" long sheets. Counter flashing shall be creased longitudinally just enough to provide a spring action that will hold bottom edge firmly against roof flashing.

Form counter flashing with a back leg 1/4 inch longer than joint width, bent upwards 120 degrees. Provide 1½ inches between back leg and counter flashing leg brake points.

Unless otherwise noted, counter flashing shall be run in a straight line and shall lap top of flashing by a minimum of three (3) inches.

Counter flashing shall be notched and lapped 1-1/2 inches at inside corners. At joints, remove hem 1½" and taper cut drip on underlying piece, lap joints 1½". Outside corners shall be notched and seamed.

Notch and lap counter flashing 1-1/2 inches.

Insert new counter flashing and hold with lead wedges 8" o.c., or lead expansion fasteners 12" o.c. Wedges and/or expansion fasteners shall be fully inserted into reglet. Fill and seal reglet with caulking, force sealant into all voids and tool joint when finished.

Counter Flashing Attached to an Existing Receiver:

Make up straight runs using 8'-0" or 10'-0" long sheets. Counter flashing shall be creased longitudinally just enough to provide a spring action that will hold bottom edge firmly against roof flashing.

Unless otherwise noted, counter flashing shall be run in a straight line and shall lap top of flashing by a minimum of three (3) inches.

Counter flashing shall be notched and lapped 1-1/2 inches at inside corners. At joints, remove hem 1½" and taper cut drip on underlying piece, lap joints 1½". Outside corners shall be notched and seamed.

Fasten counter flashing to receiver with stainless steel sheet metal screws 30 inches o.c. maximum. Do not fasten through joints, stagger joints between counter flashing and receiver.

Roof Edges (Eaves and Rakes):

Fabricate roof edge from 8'-0" or 10'-0" long sheets with a six (6) inch roof flange.

Notch and lap pieces three (3) inches. Start at eave and work up rake. Notch and seam corners.

Fasten edge six (6) inches o.c.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54

Standing Seam Roof and Fascia Panels:

Standing seam roof panels shall be formed from prefinished galvanized, 24-gauge galvanized steel. Width of finished pan shall match width of overlaying roof panel with a finished seam height of one inch.

Secure each panel with 24-gauge galvanized steel cleats 12 inches o.c., minimum of two (2) cleats per panel. Cleats shall be two (2) inches wide with one end locked into standing seam and other end fastened with two (2) stainless-steel screws to substrate and tab folded back over heads.

Standing Seam: Standing seams shall finish two inch high with seams. One side edge shall be bent up 2-1/2 inches and the opposite side 2-3/4 inches. First fold shall be single fold 1/4 inch wide; second fold shall be 1/2 inch wide. Locked portions of standing seam shall be five (5) plies in thickness.

Soffit Panels:

Provide soffit panels where shown on drawings.

Secure soffit panels in place

Provide trim as required around recessed window openings.

Gutter: (*External.*)

Fabricate new 6" gutter.

Provide 24-gauge prefinished steel gutter and new hangers

Provide expansion joints where indicated on the roof plan.

Temporarily hang gutters from fascia using roofing nails through the top of the back leg only @ 12" O.C. Install hanger straps @ 24" O.C. and secure to fascia with two stainless screws as detailed. Gutters shall have a net positive slope of 1/8" per foot between the high point and downspouts.

Downspouts:

Install downspouts and associated elbows in locations shown on the roof plan as follows:

Downspouts shall be open style 3" x 5" or larger.

Gutter outlets shall extend into downspout a minimum of 3". Upper end of outlet tube shall be flanged 1/2" and riveted and soldered to inside of gutter. Provide removable strainers at all outlets.

Fasten downspouts with hangers at eight (8) feet O.C. Install an additional hanger one foot from the top and bottom, and within one foot of all elbows.

Downspouts shall have elbows and splash blocks at the bottom to divert water away from the building foundation.

Mount downspout a minimum of 1" off all surfaces

Metal Roof Systems Valley:

Valley metal to be prefinished, panel gauge as specified, minimum 18" wide stock.

1
2 Fabricate valley metal with a one inch high inverted “V” down the center for open-style valleys of flat
3 stock.
4
5 Fasten valley metal sections along top edge only. Lap sheets a minimum of 8” and seal seams with two (2)
6 beads of sealant. Notch ¾” lock seams on underlying sheet to facilitate laps.
7
8 Apply ice protection membrane .
9
10 Secure sections to deck with 2” wide by 3” long cleats with ¾” hook on one end. Hook cleats into valley
11 seam @ 24” O.C. and secure to deck with two (2) nails; fold tab over nail heads.
12
13 ¾” single-lock seams along the sides on metal roof systems.
14
15 Provide complete mock-up of valley installation including all membranes required.
16
17 **Snow Guards:**
18
19 Prior to beginning installation, verify that:
20
21 Panel seaming is complete.
22
23 Panel attachment is sufficient to withstand loads applied by snow guard system.
24
25 Installation will not impede roof drainage.
26
27 Clean areas to receive attachments; remove loose and foreign matter that could interfere with installation or
28 performance.
29
30 Install system in accordance with manufacturer's instructions and approved Shop Drawings.
31
32 Place clamps at maximum 32 inches on center or as required by in-service loads.
33
34 Place clamps in straight, aligned rows. On tapered panels stagger clamp assembly.
35
36 Place both set screws on same side of clamp.
37
38 Tighten set screws to manufacturer's recommended torque. Randomly test set screw torque using calibrated
39 torque wrench.
40
41 Insert color-matched metal strips into cross members, staggering strips to cover cross member joints.
42
43 Attach cross members to clamps; tighten bolts to manufacturer's recommended torque.
44
45 Install splice connectors at cross member end joints.
46
47 Do not cantilever cross members more than 3 inches beyond last clamp at ends.
48
49 Install one SnoClip per panel between panel seams.
50
51 Snow dams shall be mechanically fastened on standing seam of metal panel.
52
53 Pipe/penetration brace devices shall be mechanically fastened to the standing seam of the metal panel.
54

1 Adhered or mechanically fastened snow dams or pipe/penetration braces meant to be applied to the metal
2 pan are not acceptable.

3
4 Install metal snow dams as indicated on drawings and per manufacturer's instructions.]

5
6 **Wall panel:**

7
8 Provide wall panels where shown.

9
10 Fabricate and secure wall panels per details.

11
12 **Miscellaneous:**

13
14 Install appropriate flashings at all exhausts, vents and penetrations not specifically called out but required.

15
16 Secure remount all rooftop equipment. Use threaded fasteners.

17
18 **CLEANING**

19 The work areas including the roof and ground below shall be inspected on a daily basis for
20 waste/droppings.

21
22 Properly dispose of all cut offs, droppings and other debris on a daily basis to avoid damage or injury to
23 others and/or owners' property.

24
25 ***** END OF SECTION *****



State of Wisconsin – Metal Roofing/Wall Panel System 5-yr Guarantee

State Agency/Location/Address _____

Building Name _____ Bldg. No. _____ Roof Area(s) _____

D.S.F. Project No. _____ Project Total Sq. Ft. _____ Manufacturer _____

Type of Roofing System _____ Prime Contractor _____

Single Warranty Registration No. _____ Warranty web site _____

Date of Completion _____ State Guarantee Starts _____ State Guarantee Expires _____

List Additional Manufacturer Warranty and/or Guarantee Submittals Required

(submit all of the additional warranty/ guarantees required at the same time along with this guarantee)

Total System Warranty -Yes **No** **Membrane Warranty -Yes** **No** **Metal Guarantee -Yes** **No**

Subject to the terms, conditions and limitations stated herein, we, the undersigned hereby jointly and severally guarantee that the roofing system installed on the above named building, will remain in a watertight condition, free from leaks and defects in materials or workmanship, for a period of five (5) years from the date of completion; and that we will at our expense, make or cause to be made such permanent repairs to said roofing system having defects in any of the materials and workmanship applied by or through the undersigned, as may be necessary to restore to compliance with the specifications or replace said roofing system in a water tight condition without defects as hereinafter defined. **Contractor shall perform a minimum of two (2) roof system inspections during the term of this guarantee with final inspection performed within last 6-months of term. Submit written inspection/repair and location reports to DFD Project Manager and Agency Representative.**

This guarantee is made subject to the following terms and conditions: The term “defect” shall include leak(s), faulty installation, installation of other than specified materials, and the following,

- **Panel Paint Finish:** Material defects, corrosion and finish degradation, excessive fade and/or chalking.
- **Panel Weather Tightness:** Defects resulting in leaks, excessive or deficient adhesive tape or sealant, loose and/or failing neoprene closers/fillers, improper fastening and fasteners.
- **Ice Dam and Underlayment:** Defects that result in leaks, improper substate preparation, improper installation to include buckling, rolling of membrane and inadequate membrane seam lap.
- **Metal Roofing/Wall Systems:** Loose components/fasteners, excessive buckling, oil-canning, damaged finish, snow guard installation, finish/fastner failure, vent pipe flashing/clamps and proper curb saddle.
- **Sheet Metal Roof Flashing- Skylight Panels:** Loose, unsecured metal flashing, panels and associated cleats, anchors, clips, wood blocking, fasteners, inadequate, improper, loose and sealant.

The term “roofing system” shall mean all the materials above the structural roof deck associated with the roof system that are furnished under this contract and the workmanship for installing such materials as required per the manufacture’s installation instructions to achieve a watertight system.

METAL ROOFING/WALL PANEL SYSTEM GUARANTEE

Page 2

No work will be done on said roof by the State, including, but without limitation, work in connection with flues, vents, drains, sign braces, antennas, railings, platforms or other equipment fastened to or set on the roof, and no repairs or alterations will be made to said roof, unless the undersigned are first notified and given the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with by the State. Failure to observe this condition shall render this guarantee null and void.

In the event leak(s) or defects should occur, the User Agency shall notify the undersigned parties in writing at the addresses listed below within thirty (30) days of discovery of leak(s) or defects. If repairs are not initiated within ten (10) days from the date of receipt of written notice that leaks or defects exist, the State is hereby authorized to have repairs made to the roofing system as is required without invalidating this guarantee, and the undersigned agrees to pay all costs for repair or replacement of leak(s) or defects in roofing system within thirty (30) days from the date such repairs or material replacement have been completed and approved by the State.

In the event that the State has notified the Contractor of the need to repair leak(s) through the roofing system and an emergency condition exists which requires immediate repair to avoid substantial damage to the State, the State may make such temporary repairs as may be essential and such action shall not be a breach of this Guarantee, so long as the State complies with other provisions of the Guarantee.

This Guarantee is in lieu of all other warranties expressed or implied, including warranties of merchantability or fitness for any particular purpose. No representatives of the parties herein named have the authority to make any representations other than those stated herein.

Specifically excluded from this guarantee is any and all damages to said roof system, the building or contents therein caused by any one or combination of the following,

- Acts or omissions of the State.
- Damage resulting from natural disasters; i.e., windstorm (exceeding velocity of 70 miles per hour), hail, flood, hurricane, lightning, or other phenomena of the elements.
- Damage resulting from the building structure failing to have adequate strength to support all live and dead loads, including water and snow loads, or any damage resulting from any other structural defects or failures.
- Damage resulting from objects, misuse or abuse of the roofing system, or traffic, recreational activities, or storage of material on the roofing system.
- Discharge of vegetable, mineral, animal oils, greases, solvents, or chemicals such as industrial wastes, upon the roof surface, unless originally designed for such purpose and prior written approval is received.

IN WITNESS WHEREOF, this instrument has been duly executed,

PRIME CONTRACTOR

ROOFING CONTRACTOR

(If the Roofing Contractor is also the Prime Contractor, only one signature in either signature block is required)

Signature _____

Signature _____

Name/Title _____

Name/Title _____

Date _____

Date _____

Address _____

Address _____

Telephone _____

Telephone _____

Seal

Seal



State of Wisconsin – Metal Roofing/Wall Panel System 20-yr Guarantee

State Agency/Location/Address _____

Building Name _____ Bldg. No. _____ Roof Area(s) _____

D.S.F. Project No. _____ Project Total Sq. Ft. _____ Manufacturer _____

Type of Roofing System _____ Prime Contractor _____

Shingle Warranty Registration No. _____ Warranty web site _____

Date of Completion _____ State Guarantee Starts _____ State Guarantee Expires _____

List Additional Manufacturer Warranty and/or Guarantee Submittals Required

(submit all of the additional warranty/ guarantees required at the same time along with this guarantee)

Total System Warranty -Yes **No** **Membrane Warranty -Yes** **No** **Metal Guarantee -Yes** **No**

Subject to the terms, conditions and limitations stated herein, we, the undersigned hereby jointly and severally guarantee that the roofing system installed on the above named building, will remain in a watertight condition, free from leaks and defects in materials or workmanship, for a period of twenty (20) years from the date of completion; and that we will at our expense, make or cause to be made such permanent repairs to said roofing system having defects in any of the materials and workmanship applied by or through the undersigned, as may be necessary to restore to compliance with the specifications or replace said roofing system in a water tight condition without defects as hereinafter defined. **Contractor shall perform a minimum of two (2) roof system inspections during the term of this guarantee with final inspection performed within last 6-months of the term. Submit written inspection/repair and location reports to DFD Project Manager and Agency Representative.**

This guarantee is made subject to the following terms and conditions: The term “defect” shall include leak(s), faulty installation, installation of other than specified materials, and the following,

- Panel Paint Finish: Material defects, corrosion and finish degradation, excessive fade and/or chalking.
- Panel Weather Tightness: Defects resulting in leaks, excessive or deficient adhesive tape or sealant, loose and/or failing neoprene closers/fillers, improper fastening and fasteners.
- Ice Dam and Underlayment: Defects that result in leaks, improper substate preparation, improper installation to include buckling, rolling of membrane and inadequate membrane seam lap.
- Metal Roofing/Wall Systems: Loose components/fasteners, excessive buckling, oil-canning, damaged finish, snow guard installation, finish/fastener failure, vent pipe flashing/clamps and proper curb saddle.
- Sheet Metal Roof Flashing- Skylight Panels: Loose, unsecured metal flashing, panels and associated cleats, anchors, clips, wood blocking, fasteners, inadequate, improper, loose and sealant.

The term “roofing system” shall mean all the materials above the structural roof deck associated with the roof system that are furnished under this contract and the workmanship for installing such materials as required per the manufacture’s installation instructions to achieve a watertight system.

METAL ROOFING/WALL PANEL SYSTEM GUARANTEE

Page 2

No work will be done on said roof by the State, including, but without limitation, work in connection with flues, vents, drains, sign braces, antennas, railings, platforms or other equipment fastened to or set on the roof, and no repairs or alterations will be made to said roof, unless the undersigned are first notified and given the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with by the State. Failure to observe this condition shall render this guarantee null and void.

In the event leak(s) or defects should occur, the User Agency shall notify the undersigned parties in writing at the addresses listed below within thirty (30) days of discovery of leak(s) or defects. If repairs are not initiated within ten (10) days from the date of receipt of written notice that leaks or defects exist, the State is hereby authorized to have repairs made to the roofing system as is required without invalidating this guarantee, and the undersigned agrees to pay all costs for repair or replacement of leak(s) or defects in roofing system within thirty (30) days from the date such repairs or material replacement have been completed and approved by the State.

In the event that the State has notified the Contractor of the need to repair leak(s) through the roofing system and an emergency condition exists which requires immediate repair to avoid substantial damage to the State, the State may make such temporary repairs as may be essential and such action shall not be a breach of this Guarantee, so long as the State complies with other provisions of the Guarantee.

This Guarantee is in lieu of all other warranties expressed or implied, including warranties of merchantability or fitness for any particular purpose. No representatives of the parties herein named have the authority to make any representations other than those stated herein.

Specifically excluded from this guarantee is any and all damages to said roof system, the building or contents therein caused by any one or combination of the following,

- Acts or omissions of the State.
- Damage resulting from natural disasters; i.e., windstorm (exceeding velocity of 70 miles per hour), hail, flood, hurricane, lightning, or other phenomena of the elements.
- Damage resulting from the building structure failing to have adequate strength to support all live and dead loads, including water and snow loads, or any damage resulting from any other structural defects or failures.
- Damage resulting from objects, misuse or abuse of the roofing system, or traffic, recreational activities, or storage of material on the roofing system.
- Discharge of vegetable, mineral, animal oils, greases, solvents, or chemicals such as industrial wastes, upon the roof surface, unless originally designed for such purpose and prior written approval is received.

IN WITNESS WHEREOF, this instrument has been duly executed,

PRIME CONTRACTOR

ROOFING CONTRACTOR

(If the Roofing Contractor is also the Prime Contractor, only one signature in either signature block is required)

Signature _____

Signature _____

Name/Title _____

Name/Title _____

Date _____

Date _____

Address _____

Address _____

Telephone _____

Telephone _____

Seal

Seal

SECTION 07 63 00
SHEET METAL ROOFING SPECIALTIES
BASED ON DFD MASTER SPECIFICATION DATED (02/06/17)

PART 1 – GENERAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

SCOPE

The work under this section includes all labor, material, equipment and related services necessary to install all roof related sheet metal. Record documents to include digital photos.

PART 1 - GENERAL

- Scope
- Related Work
- Reference Standards
- Guarantee
- Quality Assurance
- Product Delivery, Storage and Handling
- Submittals - Technical and Other Documents
- Submittals – Final Documents Required Upon Completion of the Work

PART 2 - PRODUCTS

- Sheet Metal Materials
- Other Materials

PART 3 - EXECUTION

- Fabrication
- Workmanship
- Installation
- Cleaning

RELATED WORK

Applicable provisions of Division 01 shall govern work under this Section. The Contractor shall consult these provisions in detail prior to proceeding with work.

- 06 10 53.01 – Miscellaneous Rough Carpentry – Roofing
- 07 21 00 – Thermal Insulation
- 07 61 31 – Standing Seam Sheet Metal Roofing
- 07 92 00 – Joint Sealants

In the event that the Contractor wishes to make improvements in materials and/or techniques, or is required to make improvements by his material manufacturer in order to obtain guarantees/warranties, he shall make written request stating in full the nature of the proposed changes and stating that the changes, if approved, will be accomplished at no additional cost to contract.

REFERENCE STANDARDS

- AISI – American Iron and Steel Institute.
- ASTM A653 - Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- ASTM C920 – Elastomeric Joint Sealants.
- ASTM D2244 – Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.

1
2 ASTM D4214 – Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.

3
4 NRCA - Roofing and Waterproofing Manual.

5
6 SMACNA - Architectural Sheet Metal Manual.

7
8 **GUARANTEE**

9 State of Wisconsin Roof System Guarantee: Provide written **five (5) year** guarantee warranting
10 all roofing and flashing required under contract, to be watertight and free from defects in
11 materials or workmanship for period of time, as stipulated in guarantee form.

12
13 Contractor shall perform a minimum of two (2) roof system inspections during the term of this
14 guarantee. The first inspection shall be approximately two (2) years after installation date on five
15 (5) year guarantee with final inspection performed within last 6-months of five (5) year
16 guarantee. Contact the Agency Contact to arrange for a site visit date. Agency Contact will
17 accompany the Contractor. Submit written inspection reports, e-mailed to Owner (DFD Project
18 Manager) and Agency Contact immediately after inspection is performed and prior to guarantee
19 expiration.

20
21 It is recommended that the Contractor take digital photos of the finished work for their files and
22 future reference.

23
24 A copy of the required State of Wisconsin Roof System 5-yr Guarantee form shall be bound
25 herein located at the end of this Section and may be acquired at the following State website;
26 doa.wi.gov/DFD

27
28 **Contractor and all sub-contractors shall review the guarantee and requirements of this**
29 **Section prior to providing a quote for the Work required by this Section.**

30
31 The Contractors Performance-Payment Bond is only required to apply to this trade section during
32 the construction period and the first year of the guarantee period. Said Bond shall not apply to
33 any extended guarantee period beyond the first year. Such extended guarantees are limited to the
34 applicable Contractor and manufacturer as herein specified.

35
36 Manufacturer’s Warranty: Provide the sheet metal manufacturer’s standard **twenty (20) year**
37 warranty stating at a minimum that the metal finish will not chalk in excess of an eight (8) rating,
38 or fade in excess of a five (5) rating, when tested in accordance with ASTM D2244 and ASTM
39 D4214.

40
41 The following information shall be included on all guarantee and warranty documents:
42 State of Wisconsin (Owner), Agency, city or township, street address where work was performed,
43 building name, Owner Project number, Owner (DOA) building number, all roof areas involved
44 and total sq. ft. area of all roof areas.

45
46 **QUALITY ASSURANCE**

47 Contractor shall be recognized by the manufacturer of the sheet metal as an “approved” or
48 “authorized” applicator. Within the past five (5) years, the contractor shall be able to document
49 the successful completion of a minimum of three (3) projects of similar size and scope of the
50 work specified in this section.

51

1 Provide all equipment recommended by the manufacturer for proper installation of the materials
2 specified.

3
4 Prior to the start of construction, it is required that the Contractor's superintendent or foreman
5 attends the preconstruction/pre-installation meeting(s).

6
7 It is the responsibility of the Contractor to obtain the services of a competent:

8
9 Electrician: For removal and reinstallation of roof curb-mounted exhaust fans and associated
10 covers, ventilators, other electrical equipment and their associated wiring connections at the
11 unit(s), relative to work on this project.

12
13 Plumber: To re-lead, repair and/or reset the roof drain bowls, relative to work on this project.

14
15 Remove, relocate and support gas or pressurized air piping as directed.

16
17 Mechanical Contractor: For removal of belt, chain driven and/or electrical exhaust fans and
18 associated flex connection duct runs/piping and its associated roof curb penetration.

19
20 The Contractor shall raise all existing curbs to a minimum height above the roof system of 8".

21
22 Contractor shall notify the Agency Representative 24 hours in advance of all Electrical, Plumbing
23 and Mechanical disconnections.

24
25 It is the responsibility of the Agency to perform inspection of the roof areas to be replaced by this
26 project and to provide the following services:

27
28 State Agency: Existing Electrical, Plumbing and Mechanical installations and associated
29 equipment pipe and duct runs shall be identified/verified by the State Agency as in use or be
30 spray painted in ORANGE by the Agency if they are abandoned or shall be abandoned and shall
31 be removed by this roofing Contractor, and verify the electrical is disconnected or conduct the
32 disconnect prior to start of work by Contractor. Electrical conduct runs lying directly on the
33 existing roof membrane shall be relocated by the Agency prior to start of work.

34
35 **PRODUCT DELIVERY, STORAGE AND HANDLING**

36 Store all products in accordance with applicable provisions of Division 1 and Section(s) 07 61 31.

37
38 Stack preformed material to prevent twisting, bending or abrasion and to provide ventilation.

39
40 Prevent contact with materials during storage, which may cause discoloration, staining or
41 damage.

42
43 **SUBMITTALS - TECHNICAL AND OTHER DOCUMENTS**

44 *See Section 07 61 13 STANDING SEAM SHEET METAL ROOFING, SUBMITTALS -*
45 *TECHNICAL AND OTHER DOCUMENTS.*

46
47 **PART 2 - PRODUCTS**

48
49 All products used in this installation shall be compatible with materials used in Section 07 61 13.

50
51 **SHEET METAL MATERIALS**

1 Prefinished Galvanized: ASTM A653, G-90; 24 gauge galvanized steel coated with a minimum
2 70% Kynar (Kynar 500) fluouopolymer resin of 0.9-1.1 mil total dry film thickness and primed on
3 the reverse side a wash coat of 0.3-0.4 mil dry film thickness. Color to be chosen from the
4 manufacturer's standard color selection at the preconstruction meeting. Texture shall be smooth.

5
6 Galvanized: ASTM A653, G-90; galvanized steel. Thickness as follows:

7
8 22 gauge galvanized steel for continuous cleats.

9
10 24 gauge for metal edge, coping, flashing, seamless-gutter/downspouts, expansion joint, pourable
11 sealer pans, sleeves and hoods.

12
13 Stainless Steel: AISI, Type 304, No. 2B; 28 gauge stainless steel.

14 **OTHER MATERIALS**

15 Fasteners: Where not specified, size fasteners to suit conditions.

16
17
18 Metal to Wood, at exposed locations: #10 x 1-1/2" stainless steel screws with metal capped
19 neoprene or PVC washers.

20
21 *Other* Metal to Wood (concealed locations): 1-3/4" hot-dipped galvanized roofing nails.

22
23 Metal to Metal: #10 x 3/4" stainless steel sheet metal screws with pan or hex heads.

24
25 Metal to Concrete or Masonry: Zinc-alloy expansion shields with hardened steel pins.

26
27 Sealant: ASTM C920, Type S, Grade NS, Class 25, Use NT, M, G, A or O; FS TT-S-00230C,
28 Type II, Class A; one-part polyurethane base, elastomeric joint sealing compound such as Sika
29 Chemicals "Sikaflex 1a", Sonneborn-Contech "Sonolastic NP1" or Tremco "Vulkem 116" or
30 "Dymonic".

31
32 Flexible Flashing: 0.045" EPDM.

33
34 Other products, not specifically described, but required for a complete and proper installation of
35 the work in this section shall be selected by the Contractor subject to the approval of Owner.

36 **PART 3 - EXECUTION**

37
38
39 Refer to the drawings included with these specifications.

40
41 Fabricate and install all material in accordance with the latest edition of SMACNA, the best-
42 accepted practices of the industry and these specifications.

43 **FABRICATION**

44 Fabricate new sections as detailed. Form sections true to shape, accurate in size, square and free
45 from distortion or defects. Do not "punch" metal at brake points.

46
47
48 Form all pieces in lengths of 8'-0" or 10'-0" where practical. Sections less than 3' long are
49 unacceptable unless that section comprises the entire run.

50
51 Unless detailed otherwise, hem exposed edges on underside 1/2"; fabricate vertical faces with
52 bottom edge formed outward 3/4" at 45 degrees and hemmed to form drip.

53

1 Outside corners shall be prefabricated such that the outside face of section is broken at corner;
2 seam at corner is unacceptable. Miter and seam top of outside and inside corners using rivets and
3 specified polyurethane or manufacturer recommended and approved sealant. Corner pieces shall
4 be a minimum of 18" in length, in both directions from the corner.
5

6 For pourable sealer pans and sleeves, rivet and solder seams and corners.
7

8 **WORKMANSHIP**

9 Make all work weather and watertight throughout; provide allowances for material expansion and
10 contraction.
11

12 All valley and valley edge/fascia installations shall be recorded from deck to finish by taking
13 digital photo's of the installation as each product is applied over the preceding product. Digital
14 photos shall be properly identified as to their location on the roof and sent to the DFD Project
15 Manager electronically.
16

17 Contractors workers shall carry a container or apron to deposit all metal cut offs, droppings or
18 other debris created by the work. Waste shall not be dropped to the roof and ground.
19

20 Sections shall be uniform, accurately fitted so as to line up straight and true and rigidly secured in
21 place, without kinks or buckles. Joints at corners and angles shall be smooth, tight and neatly
22 mitered and seamed.
23

24 Unless detailed otherwise, lap all vertical joints between adjacent sections a minimum of 2".
25

26 Where metal is hooked to a continuous cleat, crimp metal to cleat along entire length.
27

28 **Soldering:**
29

30 Rivet pieces prior to soldering.
31

32 Soldering shall be done with heavy soldering coppers of blunt design, properly tinned before
33 using. Coppers shall weigh not less than 10 pounds per pair. Use of a gas torch is not allowed.
34

35 Follow manufacturer's recommendations for cleaning, tinning and soldering metal. Tin edges of
36 copper before soldering. Wire brush all edges of lead-coated copper to a bright shine before
37 soldering.
38

39 Soldering shall be done slowly to heat sheet metal thoroughly and to sweat solder completely
40 through full width of seam. Whenever possible, soldering shall be done in flat position; seams on
41 slopes shall be soldered a second time.
42

43 Clean all flux from metal after soldering is completed.
44

45 **INSTALLATION**

46 **Coping:**
47

48 Wood blocking shall have a solid non-flexable surface, free of voids and sloped to interior to
49 allow coping metal a solid surface and drainage. This type of solid construction eliminates need
50 for drive cleat at joints over 6".
51

52 Fasteners used to secure wood blocking shall be anchored securely and be countersunk into the
53 wood blocking to avoid damage to the membrane and metal coping fabrication.
54

1 Minimum 45-mil membrane shall be required over the wood blocking and continue down the full
2 width of the blocking to the start of the hem, or as detailed. Seam seal membrane joints.
3
4 Securely fasten new continuous cleat @ 12" O.C.
5
6 Secure coping with specified fasteners through the center of the section only. As an alternative,
7 sections may be secured with specified fasteners through slotted holes @ 24" O.C. Fasteners
8 shall be located on the inside sloped or vertical face as detailed.
9
10 Fasteners on the outside face or top surface are unacceptable and will be cause for rejection of the
11 work.
12
13 Install with 1/2" gap between adjacent sections.
14
15 Joints between adjacent sections shall be concealed with 6" exposed coverplates formed
16 accurately to fit the profile of the installed section. Coverplates shall be hooked over the cleat,
17 sealed with two (2) beads of sealant on both sides of the joint under the coverplate and secured
18 through coverplate in the gap between sections.
19
20 Where coping abuts a higher wall, turn metal up a minimum of 3" and counterflash per DFD
21 Standard Detail.
22
23 Counterflashing Receiver:
24
25 Install new receiver as detailed or where required.
26
27 Notch and lap joints 3" between sections.
28
29 Apply sealant at the joint between the receiver and the masonry wall where receiver is not part of
30 a thru-wall flashing; DO NOT APPLY SEALANT between masonry and thru-wall flashings.
31
32 Counterflashing:
33
34 Fasten counterflashing to receiver with stainless steel sheet metal screws @ 24" O.C.
35
36 Notch and lap joints 3" between sections; bayonet joints are unacceptable. Do not fasten joints
37 between sections.
38
39 Counterflashing shall be creased longitudinally just enough to provide a spring action that will
40 hold bottom edge firmly against flashing.
41
42 Additional Counterflashing:
43
44 Provide new like metal counterflashing per DFD detail at all existing roof top units and roof
45 hatches where none exist, unless unit will be lifted allowing membrane to be placed up and over
46 curb and secured/adhered at the interior surface of existing and new curb blocking.
47
48 Gutter: (External.)
49
50 Provide 24 gauge prefinished steel gutter and new hangers
51
52 Provide expansion joints as detailed where indicated on the roof plan.
53

1 Temporarily hang gutters from fascia using roofing nails through the top of the back leg only @
2 12" O.C. Install hanger straps @ 24" O.C. and secure to fascia with two stainless screws as
3 detailed. Gutters shall have a net positive slope of 1/8" per foot between the high point and
4 downspouts.

5
6 Downspouts:

7
8 Install downspouts and associated elbows in locations shown on the roof plan as follows:

9
10 Downspouts shall be 4" x 6" open style.

11
12 Gutter outlets shall extend into downspout a minimum of 3". Upper end of outlet tube shall be
13 flanged 1/2" and riveted and sealed to inside of gutter. Provide removable strainers at all outlets.

14
15 Fasten downspouts with hangers at eight (8) feet O.C. Install an additional hanger one foot from
16 the top and bottom, and within one foot of all elbows.

17
18 Downspouts shall have elbows and splash blocks at the bottom to divert water away from the
19 building foundation.

20
21 Provide concrete splash blocks at bottom of each downspout

22
23 Mount downspout a minimum of 1" off all surfaces

24
25 Roof Edge/Fascia Cover:

26
27 Securely fasten new continuous cleat @ 12" O.C.

28
29 Install flexible flashing over outside edges as detailed; seam joints between pieces.

30
31 Secure fascia cover with fasteners @ 24" O.C. located high enough to be concealed by the roof
32 edge.

33
34 Secure roof edge with specified fasteners through the center of the section only. As an
35 alternative, sections may be secured with specified fasteners through slotted holes @ 24" O.C.
36 Fasteners shall be located on the inside sloped face as detailed; fasteners on the outside face or
37 top surface are unacceptable and will be cause for rejection of the work.

38
39 Install with 1/2" gap between adjacent sections.

40
41 Joints between adjacent sections shall be concealed with 6" exposed coverplates formed
42 accurately to fit the profile of the installed section. Coverplates shall be hooked over the cleat,
43 sealed with two (2) beads of sealant on both sides of the joint under the coverplate and secured
44 through coverplate in the gap between sections. Stagger joints between fascia cover and roof
45 edge.

46
47 Where roof edge abuts a higher wall, turn metal up a minimum of 3" and counterflash.]

48
49 Roof Edge:

50
51 Fabricate roof edge metal with a 4" minimum roof deck flange and 2" minimum fascia coverage
52 or as required to conceal ice protection membrane lapped onto the fascia substrate.

53
54 Notch and lap joints 3" between sections.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

Install sections in accordance with Section 07 61 31.

Metal Roof Systems Valley:

Secure sections to deck with 2" wide by 3" long cleats with 3/4" hook on one end. Hook cleats into valley seam @ 24" O.C. and secure to deck with two (2) nails; fold tab over nail heads.

3/4" single-lock seams along the sides on metal roof systems.]

Miscellaneous Flashings:

Install appropriate flashings at all exhausts, vents and penetrations not specifically called out but required.

Remount and secure all rooftop equipment. Use threaded fasteners.

CLEANING

The work areas including the roof and ground below shall be inspected on a daily basis for waste/droppings.

Properly dispose of all cut offs, droppings and other debris on a daily basis to avoid damage or injury to others and/or owners property.

***** END OF SECTION *****

**SECTION 07 92 00
JOINT SEALANTS**

PART 1 - GENERAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

SUMMARY

Section Includes:
Urethane joint sealants.

ACTION SUBMITTALS

Product data.
Samples: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

INFORMATIONAL SUBMITTALS

Field Quality-Control Reports: For field-adhesion-test reports, for each sealant application tested.
Sample warranties.

CLOSEOUT SUBMITTALS

Warranty Documentation:
Manufacturers' special warranties.
Installer's special warranties.

QUALITY ASSURANCE

Installer Qualifications: Authorized representative who is trained and approved by manufacturer.

WARRANTY

Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

JOINT SEALANTS, GENERAL

Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

URETHANE JOINT SEALANTS

Urethane, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.

JOINT-SEALANT BACKING

Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin) Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

1
2 Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for
3 preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint.
4 Provide self-adhesive tape where applicable.
5

6 **MISCELLANEOUS MATERIALS**

7 Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to
8 joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
9

10 Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant
11 backing materials, free of oily residues or other substances capable of staining or harming joint substrates
12 and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to
13 joint substrates.
14

15 Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to
16 joints.
17

18 **PART 3 - EXECUTION**

19 **PREPARATION**

20 Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with
21 joint-sealant manufacturer's written instructions and the following requirements:
22

23
24 Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant,
25 including dust, paints (except for permanent, protective coatings tested and approved for sealant
26 adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing,
27 water repellents, water, surface dirt, and frost.

28 Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of
29 these methods to produce a clean, sound substrate capable of developing optimum bond with joint
30 sealants. Remove loose particles remaining after cleaning operations above by vacuuming or
31 blowing out joints with oil-free compressed air. Porous joint substrates include the following:
32

33 Masonry.

34 Remove laitance and form-release agents from concrete.

35 Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm
36 substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint
37 substrates include the following:
38

39 Metal.

40 Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by
41 preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant
42 manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or
43 migration onto adjoining surfaces.
44

45 Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining
46 surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods
47 required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.
48

49 **INSTALLATION OF JOINT SEALANTS**

50 General: Comply with joint-sealant manufacturer's written installation instructions for products and
51 applications indicated, unless more stringent requirements apply.
52

53 Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as
54 applicable to materials, applications, and conditions indicated.

- 1 Install sealant backings of type indicated to support sealants during application and at position required to
2 produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum
3 sealant movement capability.
4
- 5 Do not leave gaps between ends of sealant backings.
6 Do not stretch, twist, puncture, or tear sealant backings.
7 Remove absorbent sealant backings that have become wet before sealant application, and replace them
8 with dry materials.
9
- 10 Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs
11 of joints.
12
- 13 Install sealants using proven techniques that comply with the following and at the same time backings are
14 installed:
15
- 16 Place sealants so they directly contact and fully wet joint substrates.
17 Completely fill recesses in each joint configuration.
18 Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant
19 movement capability.
20
- 21 Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins,
22 tool sealants in accordance with requirements specified in subparagraphs below to form smooth, uniform
23 beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant
24 with sides of joint.
25
- 26 Remove excess sealant from surfaces adjacent to joints.
27 Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor
28 sealants or adjacent surfaces.
29 Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise
30 indicated.
31 Use masking tape to protect surfaces adjacent to recessed tooled joints.
32
- 33 Clean off excess sealant and sealant smears adjacent to joints as the Work progresses by methods and with
34 cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints
35 occur.
36
- 37 Protect joint sealants during and after curing period from contact with contaminating substances and from
38 damage resulting from construction operations or other causes so sealants are without deterioration or
39 damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut
40 out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired
41 areas are indistinguishable from original work.
42
- 43 **END OF SECTION**

Page Intentionally Left Blank