

**ENGINEERING HALL SPRINKLER AND GAS PIPING – PHASE 2
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN**

ADDENDUM #1

UWSA Project No. **A-23-003**

March 7, 2024

For the Board of Regents of the University of Wisconsin
On Behalf of the University of Wisconsin – Madison
1860 Van Hise Hall, 1220 Linden Drive
Madison, Wisconsin 53703

**Affiliated Engineers, Inc.
5802 Research Park Blvd.
Madison, WI, 53719
Phone: 608-238-2616**

ADDENDUM #1

ISSUE DATE: **March 7th, 2024**

RE: **ENGINEERING HALL SPRINKLER AND GAS PIPING – PHASE 2**
UNIVERSITY OF WISCONSIN – MADISON
UWSA Project No. **A-23-003**

BID OPENING: For MEP BIDDERS: 2:00 PM., ~~TUESDAY, MARCH 12, 2024~~ **THURSDAY, MAY 2, 2024**
For GENERAL PRIME CONTRACTORS: 2:00 PM, ~~TUESDAY, MARCH 26, 2024~~ **THURSDAY, MAY 16, 2024**

FROM: **Affiliated Engineers, Inc.**
5802 Research Park Blvd.
Madison, WI 53719

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Contract Documents dated **January 30, 2024** as noted below. Acknowledge receipt of this addendum by inserting the number and issue date of this addendum in the blank space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

The purpose of this addendum is to extend the duration of the GPC and MEP bidding period to allow for the development and more detailed documentation of related to Mechanical and Electrical demolition work required for the installation of the new fire protection system in existing ceiling spaces. This documentation will be released as part of an upcoming addendum to the bid document package. This addendum also extends the overall duration of the project construction schedule.

This Addendum consists of **nineteen (36) pages (including this text document of 2 pages)**.

CHANGES TO BIDDING REQUIREMENTS

1. Invitation to Bid GPC
 - a. Revised Bid Opening for MEP Bidders Date to 5/2/2024
 - b. Revised Bid Opening for General Prime Contractor Bidders Date to 5/16/2024
 - c. **Refer to attached document**

2. Instructions to GPC Bidders
 - a. Section 22. Commencement and Completion
 - i. Revised Substantial Completion Date to 5/22/2026
 - ii. Revised dates for project schedule
 - b. **Refer to attached document**

3. Bid Form GPC
 - a. Revised Bid Opening for GPC Bidders Date to 5/16/2024
 - b. **Refer to attached document**

4. Invitation to Bid MEP
 - a. Revised Bid Opening for MEP Bidders Date to 5/2/2024
 - b. Revised Bid Opening for General Prime Contractor Bidders Date to 5/16/2024
 - c. **Refer to attached document**

5. Instructions to MEP Bidders
 - a. Section 21. Commencement and Completion
 - i. Revised Substantial Completion Date to 5/22/2026
 - ii. Revised dates for project schedule
 - b. **Refer to attached document**
6. Bid Form MEP
 - a. Revised Bid Opening for MEP Bidders Date to 5/2/2024
 - b. **Refer to attached document**

CHANGES TO DRAWINGS:

1. Sheet G001 – CONSTRUCTION PHASING PLAN
 - a. Construction phasing schedule and details have been adjusted to align with revised project schedule dates.
 - b. **Refer to attached document**

END OF ADDENDUM 1

Affiliated Engineers, Inc.
5802 Research Park Blvd.
Madison, WI, 53719

For the Board of Regents of the University of Wisconsin
On Behalf of the University of Wisconsin – Madison
1860 Van Hise Hall, 1220 Linden Drive
Madison, Wisconsin 53703

1 **GPC INVITATION TO BID** (Rev 11/2022)
2 THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

3
4 **ENGINEERING HALL SPRINKLER AND GAS PIPING – PHASE 2**
5 **UNIVERSITY OF WISCONSIN - MADISON**
6 **MADISON, WISCONSIN**

7
8 UW-Madison Project No. **0408 2331** / UWSA Project No. **A-23-003**

9
10 **BID OPENING for MEP BIDDERS: 2:00 P.M., ~~March 12~~May 2nd, 2024.**

11 **BID OPENING for GENERAL PRIME CONTRACTOR BIDDERS: 2:00 P.M., ~~March 26~~May 16th, 2024.**

12
13 OWNER: The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin -
14 **Madison**, hereinafter termed the Owner.

15
16 **NOTICE: All potential bidders must be certified by DOA prior to submitting bids on UW-Managed construction**
17 **projects.** All bids received from contractors who are not certified will be rejected. Contractor certification applications
18 and instructions for completing the form may be obtained from the DOA Website Contractor Certification page:
19 <https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx> .

20
21 **This project is being let using a single prime bidding and contracting process.** the Owner will publicly bid the
22 applicable mechanical, electrical, plumbing, and fire protection (MEP) divisions of work **first**. Within five (5) days of the
23 MEP bid opening, the Owner will identify a lowest, qualified, responsible, certified bidder in each applicable MEP division
24 of work. These successful MEP bids must be included in all general prime contractor bids received. The owner will enter
25 into a single contract with the lowest, qualified, responsible, certified general prime contractor and this general prime
26 contractor shall enter into subcontracts with the successful MEP bidders.

27
28 **The University of Wisconsin System Administration (UWSA) will ONLY be accepting construction bidding**
29 **documents as follows:**

- 30
31
- 32 • **PDF scanned file of all required bid documents, including bid and bid bond forms with an either original**
33 **wet signatures or digital electronic signatures emailed to UWSA Bid Submissions at**
34 uwsabids submissions@uwsa.edu. If submitting documents with electronic signatures, further information
35 and requirements are in the following bullets.
 - 36 • Include Project Name, Project Number, Project Location, Category of Work being bid on, Bid Date, and the
37 Name and Address of Bidder within email submission.
 - 38 • For documents that require a seal, please darken these scans for better visibility.
 - 39 • For bids including a cashier's/certified check, please scan front and back of check and include with submission.
 - 40 • Bidders may submit PDFs of bonds and powers of attorney containing e-signatures, e-corporate seals, and e-
41 notaries affixed to each document in accordance with the Surety's obligations. **Telephone numbers are**
42 **required for all electronic signatories** for oral verification as needed. Wisconsin law permits the use of
43 remote online notarization if it is performed **using technology providers that have been approved by the**
44 **Department of Financial Institutions (DFI)**. If a remote online notarization is used, it is the responsibility of
45 the contractor and its Surety to ensure that the technology provider has been approved by DFI.
 - 46 • Bidders may submit bid forms containing electronic signatures, but those signatures must be obtained using
47 approved software in order to be accepted. **DocuSign software and Adobe Digital Signature software are**
48 **approved for e-signatures** for submission of bids. Use of any other e-signature software will require additional
49 verification and the bidder must obtain approval at least three (3) business days prior to submission of bids.
50 Please contact jdwyer@uwsa.edu first regarding any proposed electronic signature software.

51 **UWSA will NO LONGER accept bids via third party delivery (UPS, FEDEX, or DHL) or bids being dropped off in**
52 **person.**

- 53
- 54 • Bids must be submitted to the email address listed above (uwsabids submissions@uwsa.edu) by **1:30 p.m. CT**
55 on the day that the bid submission is due. Email PDF submissions will receive a confirmation reply from UWSA.
56 If for any reason a reply is not received after a PDF bid is emailed, please contact Lindsay Woznick at (608)
265-6462

- 1 • Bidders are responsible for their bid being delivered by the time specified and delivery is entirely at
2 the bidder's risk.
3

4 The bid opening will be conducted via teleconference with the information listed below. All bids will be opened
5 at 2:00 p.m. CT on the scheduled date. All lines will be muted upon entry of the teleconference. Upon dialing
6 into the teleconference line, you will hear silence until the bid starts.
7

8 **Join Zoom Meeting**

9 [https://wisconsin-
10 edu.zoom.us/j/96119421731?pwd=eVF6VzM0Z2ZTalhqaCtpVGNLtnkzZz09&from=addon](https://wisconsin.edu.zoom.us/j/96119421731?pwd=eVF6VzM0Z2ZTalhqaCtpVGNLtnkzZz09&from=addon)

- 11 • Meeting ID: 961 1942 1731
12 • Passcode: 820674
13 • Dial-in: 1-507-473-1731
14

15 In general, the work consists of providing the remaining fire suppression distribution system to complete a building-wide
16 system. This project will tie the expanded portions of the fire protection system into the existing system, expand portions
17 of the gas distribution system, add rated wall assemblies to the existing program to define MAQ Control Zones and
18 expand the existing Hydrogen gas detection system. Electrical, Fire Alarm and HVAC work required to support these
19 efforts shall also be required. Construction of this work shall be coordinated with building occupants (staff and student
20 population) to avoid disruption to class activities during the school year.
21

22 Bidding documents (drawings, specifications, and addenda) may be obtained only as electronic files (in PDF format): as
23 a downloadable file from the University of Wisconsin System Administration's Design and Construction Opportunities
24 website (see website address below). Bidding documents may also be seen at various Builders' Exchanges that have
25 downloaded the documents. Additional project bidding information, including plan holders lists are available on the
26 University of Wisconsin System public website: <https://www.wisconsin.edu/procurement/construction/>. After opening the
27 web page, select the Engineering Hall Sprinkler and Gas Piping – Phase 2 project.
28

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

30 Bid Guarantee in the amount of 10% of the Bid must accompany each bid submitted. Contractor MUST submit hard
31 copies of bid to UWSA within 10 working days of being notified of award.
32
33

34 Contract offer and construction phase records will be processed via email.
35

36 **A pre-bid tour will be conducted at the site 02/22/2024 beginning at 1:00 p.m. Participants should meet in the**
37 **Engineering Hall building located at 1415 Engineering Drive, Madison, WI. All bidders are highly encouraged**
38 **to attend this Pre-bid Conference / Building Tour and no separate tours will be conducted. The contact person**
39 **is Affiliated Engineers, Inc., Nick Martin, 5802 Research Park Blvd., Madison, WI 53719, (608) 441-6619.**
40

41 Any other questions related to this project can be sent via email to the Procurement contact Lindsay Woznick at
42 lwoznick@uwsa.edu.
43
44

1 **MEP INVITATION TO BID** (Rev 11/2022)
2 THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

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22 applicable mechanical, electrical, plumbing, and fire protection (MEP) divisions of work **first**. Within five (5) days of the
23 MEP bid opening, the Owner will identify a lowest, qualified, responsible, certified bidder in each applicable MEP division
24 of work. These successful MEP bids must be included in all general prime contractor bids received. No later than five (5)
25 days after the Owner identifies the successful MEP bids, the Owner will publicly open general prime contractor bids.
26 **General prime contractor bids that do not include the successful MEP bids will be rejected.** The owner will enter
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33 University of Wisconsin System public website: <https://www.wisconsin.edu/procurement/construction/>. After opening the
34 web page, select the Engineering Hall Sprinkler and Gas Piping – Phase 2 project.

35
36 **Base Bid will be received as a single lump sum bid for: 2) Fire Protection (Fire Suppression); 3) Plumbing; 4)**
37 **Mechanical (Heating, Ventilating, Air Conditioning); and 5) Electrical.**

38
39 Bid Guarantee in the amount of 10% of the Bid must accompany each bid submitted. Contractor MUST submit hard
40 copies of bid to UWSA within 10 working days of being notified of award.

41
42 **A pre-bid tour will be conducted at the site 02/22/2024 beginning at 1:00 p.m. Participants should meet in the**
43 **Engineering Hall building located at 1415 Engineering Drive, Madison, WI. All bidders are highly encouraged**
44 **to attend this Pre-bid Conference / Building Tour and no separate tours will be conducted. The contact person**
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48 lwoznick@uwsa.edu.

49
50 ***

1 **MEP INSTRUCTIONS TO BIDDERS** (Rev 11/2022)
2 UW-Madison Project No. 0408 2331 / UWSA Project No. A-23-003

3
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7 2. General
8 3. Drawings and Specifications
9 4. Interpretation
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11 6. Bid Guarantee
12 7. Withdrawal of Bids
13 8. MEP Bidder Identification
14 9. MEP Subcontract with General Prime Contractor
15 10. Contract Interests by State Public Official
16 11. Disclosure of Ownership
17 12. Minority Business Enterprise and Disabled Veteran-Owned Business Involvement
18 13. Substance Abuse Prevention
19 14. Security for Separate 100% Performance and Separate 100% Payment
20 15. Taxes
21 16. Submission of Bids
22 17. Base Bid
23 18. Informational Bids
24 19. Unit Prices
25 20. Stated Allowances
26 21. Commencement and Completion
27 22. Work by the Owner

28
29 **1. DEFINITIONS**

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

31
32 (a) "Mechanical, electrical, or plumbing subcontractor" ("MEP Subcontractor") is a contractor that performs
33 mechanical (Heating, Ventilating, and Air Conditioning, electrical, plumbing, or fire protection (fire suppression) work for
34 the Project, and enters into a contract with the General Prime Contractor to perform their division of work.

35
36 (b) "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)1.

37
38 (c) "Qualified responsible bidder" means a contractor who is a qualified bidder and who is a responsible bidder.

39
40 (d) "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)2.

41
42 (e) "Single prime contracting" means bidding and contracting through a process in which only a general prime
43 contractor has a contractual relationship with the owner and all mechanical, electrical, or audio visual subcontractors
44 are identified by the department and are subcontractors to the General Prime Contractor.

45
46 (f) "General Prime Contractor" is a contractor that enters into a contract with the owner to perform all work as
47 required by the Contract Documents and enters into contracts with subcontractors including MEP Subcontractors
48 identified by the Owner.

49
50 (g) "Non-MEP Subcontractor" is a subcontractor to a General Prime Contractor in divisions of work other than
51 mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the General Prime
52 Contractor.

53
54 (h) "Subcontractor" is all subcontractors on a project. This includes MEP Subcontractors, subcontractors to the
55 MEP Subcontractors, and Non-MEP Subcontractors.
56

1 (i) "Contractor" is all contractors working on a project regardless of contractual relationship. This includes the
2 General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all Subcontractors, regardless of tier of
3 subcontract.
4

5 **2. GENERAL**

6 Time for bid opening shall be the prevailing central standard or daylight saving time in force at Madison, Wisconsin, on
7 the date set forth in the Invitation to Bid.
8

9 All potential bidders must be certified by DOA prior to submitting bids on state construction projects over \$50,000. All
10 bids received from contractors who are not certified will be rejected. Contractor certification applications and instructions
11 for completing the form may be obtained from the DOA Website Contractor Certification page:
12 <https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx>.
13

14 The Owner will issue an addendum if a successful MEP bid is withdrawn or rejected after the MEP Subcontractors have
15 been identified but before the General Prime Contractor bid opening, This addendum will include a revised list of
16 successful MEP bids that must be included in General Prime Contractor bids and will move the General Prime Contractor
17 bid opening five days later to allow bidders sufficient time to update their bids based on the revised MEP list.
18

19 Before submitting a bid, the Bidder shall examine all of the Bidding Documents listed in the Table of Contents of these
20 specifications. The successful Bidder will be required to do all work which is shown on the drawings, mentioned in the
21 specifications or reasonably implied as necessary to complete the division of work being bid for this project.
22

23 Failure to visit the site or failure to examine any and all Bidding Documents will in no way relieve the successful Bidder
24 from the necessity of furnishing any materials or equipment, or performing any work, that may be required to complete
25 the work in accordance with the Bidding Documents. Neglect of above requirements will not be accepted as reason for
26 delay in the work or additional compensation.
27

28 All bidders shall have established and diligently maintained a satisfactory safety program, and if eligible for Experience
29 Modification Rating (EMR), must have a rating of 1.20 or less as established by the Wisconsin Compensation Rating
30 Bureau (WCRB) or the National Council on Compensation Insurance (NCCI).
31

32 **3. DRAWINGS AND SPECIFICATIONS**

33 The drawings and specifications that form a part of these Bidding Documents are all the documents (drawings,
34 specifications, etc) in this invitation to bid.
35

36 Complete sets of Bidding Documents for all trades will be issued to all Bidders, irrespective of the category of work to be
37 bid on, in order that all Bidders may be familiar with the work of other trades as they affect their bid.
38

39 **4. INTERPRETATION**

40 No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during the
41 bid period. Bidders shall bring inadequacies, omissions or conflicts to the Architect/Engineer's attention at least ten (10)
42 days before the date set for bid opening. Prompt clarification will be supplied to all bidders of record by addendum.
43

44 Failure to so request clarification or interpretation of the drawings and specifications will not relieve the successful Bidder
45 of responsibility. Signing of the subcontract with the General Prime Contractor will be considered as implicitly denoting
46 that the MEP Subcontractor has thorough understanding of the scope of work and comprehension of the Bidding
47 Documents.
48

49 Neither the Architect/Engineer nor the Owner will be responsible for verbal instructions.
50

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

52 All potential bidders must become certified as qualified and responsible bidders **before** they can bid on state projects
53 over \$50,000. The criteria for determining certification of qualified and responsible bidders are itemized in Wis. Stat. s.
54 16.855(9m). If the Owner determines that more experience is necessary for a particular project, the Owner may include
55 additional requirements.

1 **6. BID GUARANTEE**

2 A bid bond prepared on the Bid Bond Form bound herein, payable to the Owner in the amount not less than 10% of the
3 maximum bid shall accompany each bid as a guarantee. A bank certified check or a cashier's check may accompany
4 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
5 with the Owner (including failure to obtain certificate of insurance and separate 100% performance and 100% payment
6 bonds) with the General Prime Contractor may result in forfeiture of the Bid Bond. The company issuing the Bonds must
7 be licensed to do business in Wisconsin.

8
9 Any bid which is not accompanied by a bid guarantee will not be accepted and will not be read at the bid opening.

10
11 All checks tendered as bid guarantee, except those of the three lowest bidders, will be returned to their makers within
12 three (3) days after bid opening. All such retained checks will be returned immediately upon execution of the contract
13 between the General Prime Contractor and the MEP Subcontractor.

14
15 **7. WITHDRAWAL OF BIDS**

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

18
19 After the bid has been opened, negligence on the part of the Bidder in preparing their bid confers **no** right for withdrawal
20 of the bid without penalty.

21
22 If a bid contains an error, omission, or mistake, the bidder may limit liability to the amount of their bid guarantee by giving
23 the Owner written Notice, within seventy-two (72) hours of the MEP bid opening, of their intent not to execute the contract
24 with the General Prime Contractor. If no such notice is given, the Owner reserves the right to obtain the amount of the
25 difference in bid price between the low bidder and the next low bidder.

26
27 **8. MEP BIDDER IDENTIFICATION**

28 Within five (5) days of the MEP bid opening, the Owner will identify a lowest, qualified, responsible, certified MEP
29 Subcontractor in each applicable MEP division of work (as long as the cost does not exceed the amount of project funds
30 available).

31
32 The lowest dollar amounts submitted by qualified, responsible, certified bidders on the SEPARATE BASE BIDS
33 for various specified mechanical, electrical, plumbing, and fire protection divisions of the work; or

34
35 The lowest dollar amount submitted by qualified, responsible, certified bidders on the COMBINED BASE BIDS
36 for any combination of the Separate Base Bids for various specified mechanical, electrical, plumbing, and fire
37 protection divisions of the work.

38 The Owner reserves the right to reject any and all bids, or to waive any informality in any bid, or to accept any bid which
39 will serve the best interest of the Owner.

40
41 **9. MEP SUBCONTRACT WITH GENERAL PRIME CONTRACTOR**

42 The General Prime Contractor will offer the successful MEP Bidder (s) a subcontract. A contract entered into between
43 a General Prime Contractor and a MEP Subcontractor must include a scope of work clause identical to the scope of
44 work clause included in the MEP Subcontractor bid documents. A General Prime Contractor and an MEP
45 Subcontractor may not enter any agreement in connection with bids submitted that would alter or affect the scope or
46 price of the contracts entered into. This prohibition does not apply to the Owner change orders that result in changes to
47 the plans or specifications, or to back charges allowed by the contract.

48
49 The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors and
50 General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP
51 Subcontractor.

52
53 As the work progresses under any MEP subcontract for construction of a project, the General Prime Contractor shall,
54 upon request of a subcontractor, pay to the subcontractor an amount equal to the proportionate value of the
55 subcontractor's work properly completed, less retainage.

1 The retainage shall be an amount equal to not more than 5 percent of the subcontractor's work completed until 50 percent
2 of the subcontractor's work has been completed. At 50 percent completion, no additional amounts may be retained, and
3 partial payments shall be made in full to the subcontractor unless the department certifies that the subcontractor's work
4 is not proceeding satisfactorily. At 50 percent completion or any time thereafter when the progress of the subcontractor's
5 work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 10 percent of
6 the value of the work completed. Upon substantial completion of the subcontractor's work, any amount retained shall be
7 paid to the subcontractor, less the value of any required corrective work or uncompleted work. All payments the General
8 Prime Contractor makes under this paragraph shall be within 7 calendar days after the date on which the General Prime
9 Contractor receives payment from the Owner.

10
11 The contract entered into between the General Prime Contractor and an MEP Subcontractor must contain all of the
12 following clauses:

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

19
20 **Prompt Payment.** (General prime contractor) shall pay (mechanical, electrical, or plumbing subcontractor) in
21 accordance with section 16.855(19)(b), Wisconsin stats, for work that has been satisfactorily completed and
22 properly invoiced by (mechanical, electrical, or plumbing subcontractor). A payment is timely if it is mailed,
23 delivered, or transferred to (mechanical, electrical, or plumbing subcontractor) by the deadline under section
24 16.855(19)(b), Wisconsin stats.

25 If (mechanical, electrical, or plumbing subcontractor) is not paid by the deadline in this contract, (general prime
26 contractor) shall pay interest on the balance due from the eighth day after the (general prime contractor)
27 receives payment from the Owner for the work for which payment is due and owing to (mechanical, electrical,
28 or plumbing subcontractor), at the rate specified in section 71.82, Wisconsin stats., compounded monthly.

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

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

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

1 damages, fines, penalties, losses, and expense against the Owner, arises out of the department's status as
2 owner of the project or project site.

3 In addition (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold harmless
4 (general prime contractor) and its officers, directors, agents, and any others (general prime contractor) is
5 required to indemnify under its contract with the department, and the employees of any of them, from any
6 liability, including liability resulting from a violation of any applicable safe place act, that (general prime
7 contractor) or the owner incurs to any employee of (mechanical, electrical, or plumbing subcontractor) or any
8 third party where the liability arises from a derivative claim from said employee, when the liability arises out of
9 the failure of the (general prime contractor) or the owner to properly supervise, inspect, or approve the work or
10 work area of (mechanical, electrical, or plumbing subcontractor), but only to the extent that the liability arises
11 out of the acts or omissions of (mechanical, electrical, or plumbing subcontractor), its employees, or anyone
12 for whom (mechanical, electrical, or plumbing subcontractor) may be liable, or from (mechanical, electrical, or
13 plumbing subcontractor's) breach of its contractual responsibilities or arises out of (general prime contractor's)
14 negligence or other fault in providing general supervision or oversight of (mechanical, electrical, or plumbing
15 subcontractor's) work or arises out of the Owner's status as owner of the project or project site. In claims
16 against (general prime contractor) or the owner by an employee of (mechanical, electrical, or plumbing
17 subcontractor) or its subcontractors or anyone for whose acts (mechanical, electrical, or plumbing
18 subcontractor) may be liable, the indemnification obligation of this paragraph is not limited by a limitation on
19 amount or type of damage, compensation, or other benefits payable by or for the (mechanical, electrical, or
20 plumbing subcontractor) subcontractors under workers compensation act.

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

27
28 **Retainage.** Retainage shall occur and be in amounts and on a schedule equal to that in the contract between
29 (general prime contractor) and the Owner.
30

31 **10. CONTRACT INTERESTS BY STATE PUBLIC OFFICIALS**

32 In accordance with section 19.45(6) of the Wisconsin Statutes, no state public official, member of a state public official's
33 immediate family, nor any organization with which the state public official or a member of the official's immediate family
34 owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness may enter into any
35 contract or lease involving a payment or payments of more than \$3,000 within a twelve (12) month period, in whole or in
36 part derived from state funds unless the state public official has first made written disclosure of the nature and extent of
37 such relationship or interest to the board and to the department acting for the state in regard to such contract or lease.
38 Any contract or lease entered into in violation of this subsection may be voided by the owner in an action commenced
39 within three (3) years of the date on which the ethics board, or the department or officer acting for the state in regard to
40 the allocation of state funds from which such payment is derived, knew or should have known that a violation of this
41 subsection had occurred. This subsection does not affect the application of s.946.13.
42

43 **11. DISCLOSURE OF OWNERSHIP**

44 The Bidder shall disclose on the date of submitting a bid for this project, the name of any construction business of which
45 the Bidder has had a 25% or greater interest as a shareholder, officer, partner, or owner at any time during the preceding
46 three (3) years, if said construction business has been found by the Department of Workforce Development to have failed
47 to pay the prevailing wage rate or at least 1.5 times the hourly basic rate of pay for hours worked in excess of the
48 prevailing hours of labor to any employee at any time within the preceding three (3) years.
49

50 The "Disclosure of Ownership" form may be obtained at no charge from the Department of Workforce Development,
51 Equal Rights Division, P.O. Box 8928, Madison, Wisconsin 53708.
52

53 **12. MINORITY BUSINESS ENTERPRISE AND DISABLED VETERAN-OWNED BUSINESS INVOLVEMENT**

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

1
2 "Disabled Veteran-Owned Business" (DVB) means: a business certified by the Wisconsin Supplier Diversity Program
3 under Wis. Stat. s. 16.283(3).
4

5 General Prime Contractors are strongly encouraged to use MBEs and DVBs.
6

7 General Prime Contractor Bidders shall submit a "Form A Affidavit of Compliance – Minority Business Enterprise and
8 Disabled Veteran-Owned Business Provision" within seven days of the general prime contractor contract offer. This form
9 should indicate the percentage of MBE/DVB participation commitment. All MEP Subcontractor Bidders shall also make
10 every effort to encourage MBE and DVB involvement.
11

12 For assistance in identifying DOA certified MBE and DVB companies, please contact the Department of Administration
13 Supplier Diversity Program at: DOABDMBD@wisconsin.gov, or by telephone at: (608)267-9550, or visit their website
14 at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.
15

16 **13. SUBSTANCE ABUSE PREVENTION**

17 Mission/Purpose: The Board of Regents of the University of Wisconsin System recognizes and supports drug-free
18 workplace programs as an important element in the national strategy to reduce the devastating effects of drug and alcohol
19 abuse in our society. The Owner requires contractors, subcontractors, suppliers and vendors to establish and enforce
20 drug-free workplace policies and programs that conform to Sec 103.503 of the Wisconsin Statutes.
21

22 Statement: The possession, use of, distribution or purchase of illegal drugs, or use of alcohol at work by any employee
23 on the Owner's construction job sites, is strictly prohibited.
24

25 The terms of this Substance Abuse Program Statement shall cover all construction personnel who are working on the
26 Owner's job sites. This includes employees of all Contractors, Subcontractors, contractor suppliers, and their employees
27 working at the job site.
28

29 General Prime Contractor's and Subcontractor's Written Program: Each General Prime Contractor and Subcontractor
30 shall have in place a written Substance Abuse Program conforming to Sec 103.503(3) of the Wisconsin Statutes.
31

32 In addition, representatives of the Owner who believe that any General Prime Contractor's or Subcontractor's employee
33 may be under the influence of alcohol or drugs shall, where deemed appropriate, contact the General Prime Contractor's
34 or Subcontractor's appropriate management/supervision authority and request that appropriate action be taken. The
35 General Prime Contractor's or Subcontractor's employer shall immediately remove an employee who is suspected of
36 being under the influence of illegal drugs or alcohol shall be immediately removed from the job site.
37

38 Procedures for testing and handling of positive drug tests shall be in compliance and consistent with State and Federal
39 laws.
40

41 Costs of Substance Abuse Programs and Testing: The cost associated with the development, implementation and
42 enforcement of Substance Abuse Programs and any testing required shall be the responsibility of each individual General
43 Prime Contractor and Subcontractor for their respective employees working on the job site. the Owner will not be
44 responsible for any cost of substance abuse testing, rehabilitation or medical reviews related to substance abuse.
45

46 The General Prime Contractor and Subcontractors shall indemnify and hold the Owner harmless from any damages or
47 other costs incurred that are related to the implementation or enforcement of any substance abuse policy or program.
48

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

50 MEP Subcontractors will be required to deliver to the General Prime Contractor separate 100 % performance and 100
51 % payment bonds to the benefit of the General Prime Contractor as the sole obligee. Original bonds shall be given to
52 the General Prime Contractor and a copy shall be given to the Owner no later than 10 days after the execution of the
53 subcontract. Separate 100% performance and separate 100 % payment bond forms are included in Appendix 1 of these
54 instructions.
55

1 **15. TAXES**

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

3

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

12

13 As the Board of Regents is an exempt entity, building materials purchased for this project are exempt. The University
14 of Wisconsin System CES number: 040706. The Certificate of Exempt Status (CES) will be provided to the awarded
15 Contractor upon request.

16

17 **16. SUBMISSION OF BIDS**

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

22

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

27

28 Space(s) are provided on the Bid Form for each Division of Work. Appropriate insertions are as follows: numerals
29 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 intending to bid
30 the work. Blank space(s) will be considered the same as 'No Bid'.

31

32 **Bidders may submit separate base bids for any divisions of work they are certified to bid on (Fire Suppression,
33 Plumbing, Heating, Ventilating and Air Conditioning, and Electrical).**

34

35 **Bidders may submit combined base bids for any combination of base bid categories if they are certified in each
36 division of work included in their combined base bid.**

37

38 Any addendum issued during the time of bidding shall become a part of the Bidding Documents. Bidders shall
39 acknowledge receipt of such addendum in the appropriate space provided on the Bid Form. Bid will be rejected if receipt
40 of an addendum applicable to the award of contract has not been acknowledged on the Bid Form.

41

42 The Owner is not responsible for bids not clearly labeled as required. Bids shall be signed, sealed, and delivered to the
43 place indicated in the Invitation to Bid before the time designated in the Invitation to Bid. All bids shall be identified with
44 the Project Name, Project Number, Project Location, Category of Work being bid on, Bid Date, and the Name and
45 Address of Bidder.

46

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

49

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

51

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

1 **17. BASE BIDS**

2 Fire Protection (Fire Suppression), Plumbing, Mechanical (Heating, Ventilating and Air Conditioning), and Electrical Base
3 Bids shall be received utilizing one or all methods of bidding as follows:

4
5 SEPARATE BASE BIDS FOR THE VARIOUS DIVISIONS OF THE WORK.

6
7 Base Bid No. 2 Fire Suppression Work as per specification Division 21, applicable provisions of Division 1 and related
8 drawings.

9
10 Base Bid No. 3 Plumbing Work as per specification Division 22, applicable provisions of Division 1 and related drawings.

11
12 Base Bid No. 4 Heating, Ventilating and Air Conditioning Work as per specification Division 23, applicable provisions of
13 Division 1 and related drawings.

14
15 Base Bid No. 5 Electrical Work as per specification Division 26, 27, 28 applicable provisions of Division 1 and related
16 drawings.

17
18 COMBINED BASE BIDS FOR ANY COMBINATION OF SEPARATE BASE BIDS FOR VARIOUS DIVISIONS OF THE
19 WORK.

20
21 Base Bid No.____for_____, Base Bid No.____for_____, and Base Bid No.____for_____ as per specifications,
22 applicable provisions of Division 1 and related drawings.

23
24 **18. INFORMATIONAL BIDS**

25 None.

26
27 **19. UNIT PRICES**

28 None.

29
30 **20. STATED ALLOWANCES**

31 None.

32
33 **21. COMMENCEMENT AND COMPLETION**

34 The successful mechanical, electrical, plumbing, or fire protection Bidder must agree to commence the work on or before
35 a date to be specified in a written "Notice to Proceed" issued by the General Prime Contractor and to fully complete all
36 the work for Substantial Completion ~~no later than 08/27/2025~~ 05/22//2026. Completion time will be converted to a specific
37 date at the time the "Notice to Proceed" is issued. The construction duration and below milestone dates are based on
38 the current bidding schedule, and subject to modification if bidding does not proceed as planned. Refer also to General
39 Conditions for additional information in regards to time for completion.

40
41 **The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors**
42 **and General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by**
43 **the MEP Subcontractor.** These milestones will be incorporated into the master project schedule after the Notice to
44 Proceed is issued. The schedule must include, but is not limited to, the following milestone categories as they apply to
45 the project:
46

Start Date (Month/Year)	End Date (Month/Year)	Schedule Milestones
4/2024	5/2024	Mobilization
4/2024	5/2025	Summer 2024 Work: Field Verification / Takeoff for Fire Protection Submittal
5/2024	6/2024	Summer 2024 Work: Selective Demolition Contracts
5/2024	5/2024	Summer 2024 Work: Fire Protection Permit Submission
6/2024	8/2024	Summer 2024 Work: MEP/FP Installation
8/2024	8/2024	Summer 2024 Work: Above Ceiling Punch List
8/2024	8/2024	Summer 2024 Work: Below Ceiling Punch List

Start Date (Month/Year)	End Date (Month/Year)	Schedule Milestones
8/2024	8/2024	Summer 2024 Work: Substantial Completion
8/2024	9/2024	Summer 2024 Work: 100% of Punch List Work Complete
5/2024	7/2024	Fall 2024 – Spring 2025 Work: Field Verification / Takeoff for Fire Protection Submittal
8/2024	8/2024	Fall 2024 – Spring 2025 Work: Selective Demolition
8/2024	8/2024	Fall 2024 – Spring 2025 Work: State AHJ Fire Protection Permit Submittal
9/2025	4/2025	Fall 2024 – Spring 2025 Work: MEP/FP Installation State AHJ Fire Protection Approval
4/2025	4/2025	Fall 2024 – Spring 2025 Work: Above Ceiling Punch List
4/2025	4/2025	Fall/Winter 2024 – Spring 2025 Work: Below Ceiling Punch List
5/2025	5/2025	Fall/Winter 2024 – Spring 2025 Work: Substantial Completion
5/2025	5/2025	Fall/Winter 2024 – Spring 2025 Work: 100% of Punch List Punchlist Work Items Complete
5/2025	5/2025	Summer 2025 – Fall 2025 Work: Selective Demolition
5/2025	7/2025	Summer 2025 – Fall 2025 Work: MEP/FP Installation Substantial Completion
5/2025	7/2025	Summer 2025 – Fall 2025 Work: Wall Construction and Door Installation 100% Punchlist Work Items Complete
1/2026	5/2026	Winter 2025 Work
7/2025	8/2025	Summer/Winter 2025 Work: Above Ceiling Punch List Substantial Completion
8/2025	8/2025	Summer/Winter 2025 Work: Below Ceiling Punch List 100% Punchlist Work Items Complete
7/2026	7/2026	100% of Closeout Activities Complete

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14

22. WORK BY THE OWNER

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

DOOR HARDWARE:

Cylinders and Cores are Owner provided and installed by the UW Lock Shop. Latches, latch sets, and closers will be provided by the UW Lock Shop for installation by the Contractor.

ASBESTOS ABATEMENT:

See General Requirements, HAZARDOUS SUBSTANCES for regulatory requirements, materials testing results, and General Prime Contractor's responsibility regarding ACM.

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3
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24 19. Unit Prices
25 20. Stated Allowances
26 21. Subcontractors
27 22. Commencement and Completion
28 23. Work by the Owner

29
30 **1. DEFINITIONS**

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

32
33 (a) "Mechanical, electrical, or plumbing subcontractor" ("MEP Subcontractor") is a contractor that performs
34 mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection (fire suppression) work
35 for the Project, and enters into a contract with the General Prime Contractor to perform their division of work.

36
37 (b) "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)1.

38
39 (c) "Qualified responsible bidder" means a contractor who is a Qualified bidder and who is a Responsible bidder.

40
41 (d) "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)2.

42
43 (e) "Single prime contracting" means bidding and contracting through a process in which only a general prime
44 contractor has a contractual relationship with the owner and all mechanical, electrical, or plumbing subcontractors are
45 identified by the department and are subcontractors to the General Prime Contractor.

46
47 (f) "General Prime Contractor" ("GPC") is a contractor that enters into a contract with the owner to perform all work
48 as required by the Contract Documents and enters into contracts with subcontractors including MEP Subcontractors
49 identified by the Owner.

50
51 (g) "Non-MEP Subcontractor" is a subcontractor to a General Prime Contractor in divisions of work other than
52 mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the General Prime
53 Contractor.

54
55 (h) "Subcontractor" is all subcontractors on a project. This includes MEP Subcontractors, subcontractors to the
56 MEP Subcontractors, and Non-MEP Subcontractors.
57

1 (i) "Contractor" is all contractors working on a project regardless of contractual relationship. This includes the
2 General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all Subcontractors, regardless of tier of
3 subcontract.
4

5 **2. GENERAL**

6 Time for bid opening shall be the prevailing central standard or daylight saving time in force at Madison, Wisconsin, on
7 the date set forth in the Invitation to Bid.
8

9 All potential bidders must be certified by DOA prior to submitting bids on state construction projects over \$50,000. All
10 bids received from contractors who are not certified will be rejected. Contractor certification applications and instructions
11 for completing the form may be obtained from the DOA Website Contractor Certification page:
12 <https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx>.
13

14 The Owner will issue an addendum if a successful MEP bid is withdrawn or rejected after the MEP Subcontractors have
15 been identified but before the General Prime Contractor bid opening, This addendum will include a revised list of
16 successful MEP bids that must be included in General Prime Contractor bids and will move the General Prime Contractor
17 bid opening five (5) days later to allow bidders sufficient time to update their bids based on the revised MEP list.
18

19 Before submitting a bid, the Bidder shall examine all of the Bidding and Contract Documents listed in the Table of
20 Contents of these specifications. The successful Bidder will be required to do all work which is shown on the drawings,
21 mentioned in the specifications or reasonably implied as necessary to complete the contract for this project.
22

23 Failure to visit the site or failure to examine any and all Bidding and Contract Documents will in no way relieve the
24 successful Bidder from the necessity of furnishing any materials or equipment, or performing any work, that may be
25 required to complete the work in accordance with the Bidding and Contract Documents. Neglect of above requirements
26 will not be accepted as reason for delay in the work or additional compensation.
27

28 All bidders shall have established and diligently maintained a satisfactory safety program, and if eligible for Experience
29 Modification Rating (EMR), must have a rating of 1.20 or less as established by the Wisconsin Compensation Rating
30 Bureau (WCRB) or the National Council on Compensation Insurance (NCCI).
31

32 **3. DRAWINGS AND SPECIFICATIONS**

33 The drawings and specifications that form a part of these Bidding Documents are all the documents (drawings,
34 specifications, etc) in this invitation to bid.
35

36 Complete sets of Contract Documents for all trades will be issued to all Bidders, irrespective of the category of work to
37 be bid on, in order that all Bidders may be familiar with the work of other trades as they affect their bid.
38

39 **4. INTERPRETATION**

40 No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during the
41 bid period. Bidders shall bring inadequacies, omissions or conflicts to the Architect/Engineer's attention at least ten (10)
42 days before the date set for bid opening. Prompt clarification will be supplied to all bidders of record by addendum.
43

44 Failure to so request clarification or interpretation of the drawings and specifications will not relieve the successful Bidder
45 of responsibility. Signing of the contract will be considered as implicitly denoting that the Contractor has thorough
46 understanding of the scope of work and comprehension of the contract documents.
47

48 Neither the Architect/Engineer nor the Owner will be responsible for verbal instructions.
49

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

51 All potential bidders must become certified as qualified and responsible bidders **before** they can bid on state projects
52 over \$50,000. The criteria for determining certification of qualified and responsible bidders are itemized in Wis. Stat. s.
53 16.855(9m). If the Owner determines that more experience is necessary for a particular project, the Owner may include
54 additional requirements.
55

1 **6. BID GUARANTEE**

2 A bid bond prepared on the Bid Bond Form bound herein, payable to the Owner in the amount not less than 10% of the
3 maximum bid shall accompany each bid as a guarantee. A bank certified check or a cashier's check may accompany
4 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
5 with the Owner (including failure to obtain certificate of insurance and separate 100% performance and 100% payment
6 bonds) may result in forfeiture of the Bid Bond. The company issuing the Bonds must be licensed to do business in
7 Wisconsin.
8

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

10
11 All checks tendered as bid guarantee, except those of the three lowest bidders, will be returned to their makers within
12 three (3) days after bid opening. All such retained checks will be returned immediately upon execution of the contract
13 between the General Prime Contractor and the Owner.
14

15 **7. WITHDRAWAL OF BIDS**

16 Prior to the time fixed for bid opening, bids may be withdrawn by written request from the Bidder, without prejudice to the
17 right of the Bidder to file a new bid. Withdrawn bids will be returned unopened.
18

19 After the bid has been opened, negligence on the part of the Bidder in preparing their bid confers **no** right for withdrawal
20 of the bid without penalty.
21

22 If a bid contains an error, omission, or mistake, the bidder may limit liability to the amount of their bid guarantee by giving
23 the Owner written Notice, within seventy-two (72) hours of the bid opening, of their intent not to execute the contract with
24 the owner. If no such notice is given, the Owner reserves the right to obtain the amount of the difference in bid price
25 between the low bidder and the next low bidder.
26

27 **8. CONTRACT FORM**

28 These specifications include a copy of the contract the successful Bidder is required to enter into with the owner. Bidders
29 shall read and understand the conditions contained in this contract. The successful Bidder will be offered a contract via
30 email to the contact provided by the bidder on the Bid Form.
31

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

33 In accordance with section 19.45(6) of the Wisconsin Statutes, no state public official, member of a state public official's
34 immediate family, nor any organization with which the state public official or a member of the official's immediate family
35 owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness may enter into any
36 contract or lease involving a payment or payments of more than \$3,000 within a twelve (12) month period, in whole or in
37 part derived from state funds unless the state public official has first made written disclosure of the nature and extent of
38 such relationship or interest to the board and to the department acting for the state in regard to such contract or lease.
39 Any contract or lease entered into in violation of this subsection may be voided by the owner in an action commenced
40 within three (3) years of the date on which the ethics board, or the department or officer acting for the state in regard to
41 the allocation of state funds from which such payment is derived, knew or should have known that a violation of this
42 subsection had occurred. This subsection does not affect the application of s.946.13.
43

44 **10. DISCLOSURE OF OWNERSHIP**

45 The Bidder shall disclose on the date of submitting a bid for this project, the name of any construction business of which
46 the Bidder has had a 25% or greater interest as a shareholder, officer, partner, or owner at any time during the preceding
47 three (3) years, if said construction business has been found by the Department of Workforce Development to have failed
48 to pay the prevailing wage rate or at least 1.5 times the hourly basic rate of pay for hours worked in excess of the
49 prevailing hours of labor to any employee at any time within the preceding three (3) years.
50

51 The "Disclosure of Ownership" form may be obtained at no charge from the Department of Workforce Development,
52 Equal Rights Division, P.O. Box 8928, Madison, Wisconsin 53708.
53

54 **11. MINORITY BUSINESS ENTERPRISE AND DISABLED VETERAN-OWNED BUSINESS INVOLVEMENT**

55 "Minority Business Enterprise" (MBE) means: a business certified by the Wisconsin Supplier Diversity Program under
56 Wis. Stat. s. 16.287(2).
57

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

4 In awarding construction contracts, the University of Wisconsin System Administration shall attempt to ensure that 5
5 percent of the total amount expended in each fiscal year is awarded to contractors which are minority businesses. The
6 General Prime Contractor Bidder shall make every effort to award a minimum of 15% of the work to minority business
7 enterprises (MBE) involvement for all projects within 60 mile radius of Milwaukee and 5% for projects located elsewhere.
8

9 In awarding construction contracts, the University of Wisconsin System Administration shall attempt to ensure that at
10 least 1 percent of the total amount expended each fiscal year is awarded to contractors that are disabled veteran-owned
11 businesses.
12

13 In order to assist the department in these endeavors we strongly encourage General Prime Contractors to use MBEs
14 and DVBs.
15

16 General Prime Contractor Bidders shall submit a “Form A Affidavit of Compliance – Minority Business Enterprise and
17 Disabled Veteran-Owned Business Provision” within seven days of the general prime contractor contract offer. This form
18 should indicate the percentage of MBE/DVB participation commitment. All MEP Subcontractor Bidders shall also make
19 every effort to encourage MBE and DVB involvement.
20

21 For assistance in identifying DOA certified MBE and DVB companies, please contact the Department of Administration
22 Supplier Diversity Program at: DOABDMBD@wisconsin.gov, or by telephone at: (608)267-9550, or visit their website
23 at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.
24

25 **12. SUBSTANCE ABUSE PREVENTION**

26 Mission/Purpose: The University of Wisconsin System Administration recognizes and supports drug-free workplace
27 programs as an important element in the national strategy to reduce the devastating effects of drug and alcohol abuse
28 in our society. the Owner requires contractors, subcontractors, suppliers and vendors to establish and enforce drug-free
29 workplace policies and programs that conform to Sec 103.503 of the Wisconsin Statutes.
30

31 Statement: The possession, use of, distribution or purchase of illegal drugs, or use of alcohol at work by any employee
32 on University of Wisconsin System Administration construction job sites, is strictly prohibited.
33

34 The terms of this Substance Abuse Program Statement shall cover all construction personnel who are working on
35 University of Wisconsin System Administration job sites. This includes employees of all Contractors, Subcontractors,
36 contractor suppliers, and their employees working at the job site.
37

38 General Prime Contractor's and Subcontractor's Written Program: Each General Prime Contractor and Subcontractor
39 shall have in place a written Substance Abuse Program conforming to Sec 103.503(3) of the Wisconsin Statutes.
40

41 In addition, representatives of the Owner who believe that any General Prime Contractor's or Subcontractor's employee
42 may be under the influence of alcohol or drugs shall, where deemed appropriate, contact the General Prime Contractor's
43 or Subcontractor's appropriate management/supervision authority and request that appropriate action be taken. The
44 General Prime Contractor's or Subcontractor's employer shall immediately remove an employee who is suspected of
45 being under the influence of illegal drugs or alcohol shall be immediately removed from the job site.
46

47 Procedures for testing and handling of positive drug tests shall be in compliance and consistent with State and Federal
48 laws.
49

50 Costs of Substance Abuse Programs and Testing: The cost associated with the development, implementation and
51 enforcement of Substance Abuse Programs and any testing required shall be the responsibility of each individual General
52 Prime Contractor and Subcontractor for their respective employees working on the job site. The Owner will not be
53 responsible for any cost of substance abuse testing, rehabilitation or medical reviews related to substance abuse.
54

55 The General Prime Contractor and Subcontractors shall indemnify and hold the Owner harmless from any damages or
56 other costs incurred that are related to the implementation or enforcement of any substance abuse policy or program.
57

1 **13. METHOD OF AWARD - RESERVATION**

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

4
5 The general prime contract will be awarded based on the following, as long as the cost does not exceed the amount of
6 project funds available:

7
8 The lowest dollar amount is submitted by a qualified, responsible, certified bidder on a SINGLE BASE BID for
9 all work comprising the project.

10
11 Should a qualified, responsible, certified minority business enterprise or disabled veteran-owned business submit a bid
12 that is no more than 5% higher than the apparent low bid, the Contract may be awarded to the minority business
13 enterprise or disabled veteran-owned business.

14
15 Firms wishing to be considered for the 5% bidding preference must be certified as a minority business enterprise or
16 disabled veteran-owned business by the Wisconsin Supplier Diversity Program should indicate in the space provided on
17 the Bid Form that preference is requested.

18
19 The Owner reserves the right to reject any and all bids, or to waive any informality in any bid, or to accept any bid which
20 will serve the best interests of the Owner.

21
22 Informational Bids will not be considered in establishing low bidder.

23
24 **14. SECURITY FOR SEPARATE 100% PERFORMANCE AND SEPARATE 100% PAYMENT**

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

29
30 A certified copy of power of attorney shall be provided by the Surety Company showing that the agent who signs the
31 Bond has the power of attorney to sign for the Surety Company. This power of attorney must be signed by the Secretary
32 or Assistant Secretary of the company and not by an attorney-in-fact. The power of attorney must bear the same or later
33 date as the bond.

34
35 If the Bidder is a partnership or a joint venture, a certified list providing the names of individuals constituting the
36 partnership or joint venture must be furnished. The Contract itself may be signed by one partner of the partnership, or
37 one partner of each firm comprising the joint venture, but the separate Performance and Payment Bonds must be signed
38 by all of the partners.

39
40 If the Bidder is a corporation, a current certified copy of the resolution or other official act of the directors of the corporation
41 must be submitted showing that the person who signs the contract is authorized to sign contracts for the corporation.
42 The corporate seal must be affixed to the resolution, contract, and separate performance and payment bonds. If the
43 Bidder's corporation has no seal, the above documents must include a statement or notation to the effect that the
44 corporation has no seal.

45
46 **15. TAXES**

47 The Bidder shall include in the bid all taxes required by law.

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

1 As the Board of Regents is an exempt entity, building materials purchased for this project are exempt. The University
2 of Wisconsin System CES number: 040706. The Certificate of Exempt Status (CES) will be provided to the awarded
3 Contractor upon request.

4 5 **16. SUBMISSION OF BIDS**

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

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

15
16 Space is provided on the Bid Form for General Prime Contractor's single bid. Appropriate insertions are as follows:
17 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
18 intending to bid the work. Blank space(s) will be considered the same as 'No Bid'.
19

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

21
22 Spaces are also provided on the Bid Form for General Prime Contractor's to list the successful MEP Subcontractors bids
23 included in the General Prime Contractor's single base bid.
24

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

27
28 Any addendum issued during the time of bidding shall become a part of the Contract Documents. Bidders shall
29 acknowledge receipt of such addendum in the appropriate space provided on the Bid Form. Bid will be rejected if receipt
30 of an addendum applicable to the award of contract has not been acknowledged on the Bid Form.

31
32 The Owner is not responsible for bids not clearly labeled as required. Bids shall be signed, sealed, and delivered to the
33 place indicated in the Invitation to Bid before the time designated in the Invitation to Bid. All bids shall be identified with
34 the Project Name, Project Number, Project Location, Category of Work being bid on, Bid Date, and the Name and
35 Address of Bidder.

36
37 Bidder shall be responsible for the bid being delivered to the place designated for the bid opening before the time
38 specified. Bids received after the time indicated in the Invitation to Bid will be rejected and returned to Bidder unopened.
39

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

41
42 Bids will be rejected if the bidder is not certified by DOA in the division(s) of work they bid on and/or if their bid amount
43 exceeds their certification threshold in that division of work.
44

45 **17. BASE BID**

46 Base Bids shall be received as follows:
47 SINGLE BASE BID FOR ALL THE WORK.

48
49 Base Bid No. 1. All Work, as per specification Divisions 2 thru 33, applicable provisions of Division 1 and related drawings.
50

51 **18. INFORMATIONAL BIDS**

52 None.

53 54 **19. UNIT PRICES**

55 None.
56

1 **20. STATED ALLOWANCES**

2 None.

3
4 **21. SUBCONTRACTORS**

5 **GENERAL PRIME CONTRACTOR SUBCONTRACT WITH MEP SUBCONTRACTORS:**

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

13
14 The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors and
15 General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP
16 Subcontractor.

17
18 As the work progresses under any MEP subcontract for construction of a project, the General Prime Contractor shall,
19 upon request of a subcontractor, pay to the subcontractor an amount equal to the proportionate value of the
20 subcontractor's work properly completed, less retainage. The retainage shall be an amount equal to not more than 5
21 percent of the subcontractor's work completed until 50 percent of the subcontractor's work has been completed. At 50
22 percent completion, no additional amounts may be retained, and partial payments shall be made in full to the
23 subcontractor unless the department certifies that the subcontractor's work is not proceeding satisfactorily. At 50 percent
24 completion or any time thereafter when the progress of the subcontractor's work is not satisfactory, additional amounts
25 may be retained but the total retainage may not be more than 10 percent of the value of the work completed. Upon
26 substantial completion of the subcontractor's work, any amount retained shall be paid to the subcontractor, less the value
27 of any required corrective work or uncompleted work. All payments the General Prime Contractor makes under this
28 paragraph shall be within 7 calendar days after the date on which the General Prime Contractor receives payment from
29 the department.

30
31 The contract entered into between the General Prime Contractor and an MEP Subcontractor must contain all of the
32 following clauses:

33
34 **Scope of Work.** The MEP Subcontractor scope of work is identical to the General Prime Contractor scope of
35 work included in these bidding and contract documents. By submitting and signing a bid, all bidders have
36 examined all of the Bidding Documents listed in the Table of Contents of the project specifications. The
37 successful bidders will be required to do all work which is shown on the drawings, mentioned in the
38 specifications, or reasonably implied as necessary to complete the division of work bid for this project.

39
40 **Prompt Payment.** (General prime contractor) shall pay (mechanical, electrical, or plumbing subcontractor) in
41 accordance with section 16.855(19)(b), Wisconsin stats, for work that has been satisfactorily completed and
42 properly invoiced by (mechanical, electrical, or plumbing subcontractor). A payment is timely if it is mailed,
43 delivered, or transferred to (mechanical, electrical, or plumbing subcontractor) by the deadline under section
44 16.855(19)(b), Wisconsin stats.

45 If (mechanical, electrical, or plumbing subcontractor) is not paid by the deadline in this contract, (general prime
46 contractor) shall pay interest on the balance due from the eighth day after the (general prime contractor)
47 receives payment from the University of Wisconsin System Administration for the work for which payment is
48 due and owing to (mechanical, electrical, or plumbing subcontractor), at the rate specified in section 71.82,
49 Wisconsin stats., compounded monthly.

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

54
55 **Insurance and Bonds.** (Mechanical, electrical, or plumbing subcontractor) shall not commence work under
56 this contract until it has obtained all necessary insurance required of (mechanical, electrical, or plumbing
57 subcontractor) in the contract between the (general prime contractor) and the University of Wisconsin System

1 Administration. (mechanical, electrical, or plumbing subcontractor) shall provide a separate 100 percent
2 performance bond and a separate 100 percent payment bond to the benefit of the (general prime contractor)
3 as the sole named obligee. Original bonds shall be given to the (general prime contractor) and a copy shall be
4 given to the University of Wisconsin System Administration no later than 10 days after execution of this
5 contract.
6

7 **Indemnification.** To the fullest extent permitted by law, (mechanical, electrical, or plumbing subcontractor)
8 shall defend, indemnify, and hold harmless (general prime contractor) and its officers, directors, agents, and
9 any others whom (general prime contractor) is required to indemnify under its contract with the Owner, and the
10 employees of any of them, from and against claims, damages, fines, penalties, losses, and expenses, including
11 but not limited to attorney fees, arising in any way out of or resulting from the performance of the work under
12 this contract, but only to the extent such claim, damage, fine, penalty, loss, or expense: (1) is attributable to
13 bodily injury, sickness, disease, or death, or to injury to or destruction of property, including but not limited to
14 loss of use resulting therefrom and is caused by the negligence, or acts or omissions, of (mechanical, electrical,
15 or plumbing subcontractor), its subcontractors, any of their employees, and anyone directly or indirectly
16 employed by them or anyone for whose acts they may be liable, or (2) as related to such claims, damages,
17 fines, penalties, losses, and expense of or against (general prime contractor), results from or arises out of the
18 negligence of the (general prime contractor) or other fault in providing general supervision or oversight of the
19 work of (mechanical, electrical, or plumbing subcontractor) or (3) as related to claims, damages, fines,
20 penalties, losses, and expense against the University of Wisconsin System Administration, arises out of the
21 department's status as owner of the project or project site.
22

23 In addition (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold harmless
24 (general prime contractor) and its officers, directors, agents, and any others (general prime contractor) is
25 required to indemnify under its contract with the department, and the employees of any of them, from any
26 liability, including liability resulting from a violation of any applicable safe place act, that (general prime
27 contractor) or the owner incurs to any employee of (mechanical, electrical, or plumbing subcontractor) or any
28 third party where the liability arises from a derivative claim from said employee, when the liability arises out of
29 the failure of the (general prime contractor) or the owner to properly supervise, inspect, or approve the work or
30 work area of (mechanical, electrical, or plumbing subcontractor), but only to the extent that the liability arises
31 out of the acts or omissions of (mechanical, electrical, or plumbing subcontractor), its employees, or anyone
32 for whom (mechanical, electrical, or plumbing subcontractor) may be liable, or from (mechanical, electrical, or
33 plumbing subcontractor's) breach of its contractual responsibilities or arises out of (general prime contractor's)
34 negligence or other fault in providing general supervision or oversight of (mechanical, electrical, or plumbing
35 subcontractor's) work or arises out of the University of Wisconsin System Administration's status as owner of
36 the project or project site. In claims against (general prime contractor) or the owner by an employee of
37 (mechanical, electrical, or plumbing subcontractor) or its subcontractors or anyone for whose acts (mechanical,
38 electrical, or plumbing subcontractor) may be liable, the indemnification obligation of this paragraph is not
39 limited by a limitation on amount or type of damage, compensation, or other benefits payable by or for the
40 (mechanical, electrical, or plumbing subcontractor) subcontractors under workers compensation act.
41

42 Except as identified above, the obligations of (mechanical, electrical, or plumbing subcontractor) under this
43 indemnification do not extend to the liability of (general prime contractor) and its agents or employees arising
44 out of (1) preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or
45 specifications; (2) the giving of or failure to give directions or instructions by the (general prime contractor) or
46 the University of Wisconsin System Administration or their agents or employees provided the giving or failure
47 to give is the cause of the injury or damage; or (3) the acts or omissions of other subcontractors.
48

49 **Retainage.** Retainage shall occur and be in amounts and on a schedule equal to that in the contract between
50 (general prime contractor) and the University of Wisconsin System Administration.
51

52 **22. COMMENCEMENT AND COMPLETION**

53 The successful General Prime Contractor Bidder shall commence work upon an executed contract with Owner. The
54 General Prime Contractor shall not Mobilize until the date to be specified in a written "Notice to Proceed" issued by the
55 Owner, and to fully complete all the work for Substantial Completion **no later than 08/27/2025** ~~05/22/2026~~. Completion
56 time will be converted to a specific date at the time the "Notice to Proceed" is issued.

1 ASBESTOS ABATEMENT:

2 See General Requirements, HAZARDOUS SUBSTANCES for regulatory requirements, materials testing results, and
3 General Prime Contractor's responsibility regarding ACM.

4

5

1 **BID FORM – GENERAL PRIME CONTRACTOR (GPC)** (Rev 11/2022)
2 THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
3 s.16.855 Wis. Stats.

4
5 **ENGINEERING HALL SPRINKLER AND GAS PIPING – PHASE 2**
6 **UNIVERSITY OF WISCONSIN - MADISON**
7 **MADISON, WISCONSIN**

8
9 UW-Madison Project No. **0408 2331** / UWSA Project No. **A-23-003**

10
11 **General Prime Contractor (GPC) Bid Opening: 2:00 P.M., ~~March 26~~May 16th, 2024.**

12
13
14 To: University of Wisconsin System Administration (UWSA)

(a joint venture)
(a corporation)
(a partnership)
(an individual)

15
16
17
18 We _____

(Cross out inapplicable)

19
20
21 Of _____
22 Street City State Zip

23
24 hereby agree to execute a contract with the Board of Regents of the University of Wisconsin System (the Owner) and a
25 subcontract with all successful MEP Bidders identified by the Owner and listed in this bid, and to furnish satisfactory
26 separate 100% Performance Bond and 100% Payment Bond in the amount specified no later than ten (10) days of the
27 contract offer, and to provide all labor and material required for the construction of the project designated above, for the
28 prices hereinafter set forth, in strict accordance with the Contract Documents prepared by **Affiliated Engineers Inc.,**
29 **5802 Research Park Blvd., Madison, WI 53719** for the Owner and dated **January 30, 2024.**

30
31 Contact Instructions:
32 (For use by Owner to offer contract to the successful bidders)

33
34 Contact name: _____

35
36 Title: _____

37
38 Telephone Number: _____

39
40 Email address: _____

41
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 Company or
52 Personal Check will not be accepted.
- 53
54

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SINGLE BASE BID - GENERAL PRIME CONTRACTOR

ALL WORK

BASE BID NO 1. ALL WORK required to fully complete the project in accordance with the Contract Documents,
for the sum of (\$_____)

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

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

Fire Suppression Base Bid No. 2:

Identified Subcontractor: _____

Amount: _____

Plumbing Base Bid No. 3:

Identified Subcontractor: _____

Amount: _____

Heating Ventilating and Air Conditioning Base Bid No. 4:

Identified Subcontractor: _____

Amount: _____

Electrical Base Bid No. 5:

Identified Subcontractor: _____

Amount: _____

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COMMENCEMENT AND COMPLETION OF CONTRACT WORK

The undersigned agrees, if awarded the contract, to enter into a subcontract with the MEP Bidders identified by the Owner.

ADDENDUM RECEIPT

We acknowledge receipt of the following Addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

PRIOR TO SIGNING, BIDDERS' ATTENTION IS DIRECTED TO INSTRUCTIONS TO BIDDERS TO AVOID THE POSSIBILITY OF INVALIDATING THIS BID.

BY SIGNING THIS BID FORM, THE BIDDER ATTESTS TO PERSONAL KNOWLEDGE OF THE FOLLOWING:

- | | |
|----|---|
| 1. | Bidder is <u>certified</u> by DOA as a qualified and responsible bidder for the amount of the bid submitted, within the division(s) of work being bid. |
| 2. | In accordance with Wis. Stats. 16.855 (13) and (14) and ARTICLE 21 of these Bidding Documents, Bidder agrees to enter into a subcontract with the successful MEP Subcontractors identified by the Owner. |
| 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. |

21
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(Firm Name)

(Bidder's Printed Name)

(Bidder's Title)

(Seal, if bid is by a corporation)

Date: _____

By _____
(Signature of Bidder)

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

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1 **BID FORM – MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION (MEP)** (Rev 11/2022)
2 THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
3 s.16.855 Wis. Stats.

4
5 **ENGINEERING HALL SPRINKLER AND GAS PIPING – PHASE 2**
6 **UNIVERSITY OF WISCONSIN - MADISON**
7 **MADISON, WISCONSIN**

8
9 UW-Madison Project No. **0408 2331** / UWSA Project No. **A-23-003**

10
11 **Mechanical, Electrical, Plumbing, and Fire Protection (MEP) Bid Opening: 2:00 P.M., ~~March 12~~ May 2nd, 2024.**

12
13
14 To: University of Wisconsin System Administration (UWSA)

(a joint venture)
(a corporation)
(a partnership)
(an individual)

15
16
17
18 We _____

(Cross out inapplicable)

19
20
21 Of _____
22 Street City State Zip

23
24 hereby agree to execute a subcontract with the General Prime Contractor awarded the contract for the project designated
25 above and to furnish satisfactory separate 100% Performance Bond and 100% Payment Bond in the amount specified
26 no later than ten (10) days after execution of the subcontract with the General Prime Contractor, and to provide all labor
27 and material required for the construction of the project designated above, for the prices hereinafter set forth, in strict
28 accordance with the Bidding Documents prepared by **Affiliated Engineers Inc., 5802 Research Park Blvd., Madison,**
29 **WI 53719** for the Owner and dated **January 30, 2024.**

30
31 (For use by General Prime Contractor to offer subcontract to the successful MEP bidders identified through UWSA)

32
33 Contact name: _____

34
35 Telephone Number: _____

36
37 Email address: _____

38
39 FAX Number: _____
40

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

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

BASE BID NO. 2 Fire Suppression Work fully complete as per Bidding Documents, for the sum of

(\$ _____)

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

PLUMBING

BASE BID NO. 3 Plumbing Work fully complete as per Bidding Documents, for the sum of

(\$ _____)

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

HEATING, VENTILATING AND AIR CONDITIONING

BASE BID NO. 4 Heating, Ventilating, Air Conditioning Work fully complete as per Bidding Documents, for the sum of

(\$ _____)

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

ELECTRICAL

BASE BID NO. 5 Electrical Work fully complete as per Bidding Documents for the sum of

(\$ _____)

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

COMBINED BASE BIDS OPTION

BASE BID NO. _____ for _____ (Division of Work),
BASE BID NO. _____ for _____ (Division of Work) and
BASE BID NO. _____ for _____ (Division of Work) and
BASE BID NO. _____ for _____ (Division of Work) Work fully complete as per specifications and related drawings, for the sum of

(\$ _____)

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

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COMMENCEMENT AND COMPLETION OF WORK

The undersigned agrees, if identified as the lowest qualified responsible certified bidder for the divisions(s) of work bid on, to enter into a subcontract with the General Prime Contractor.

ADDENDUM RECEIPT

We acknowledge receipt of the following Addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

PRIOR TO SIGNING, BIDDERS' ATTENTION IS DIRECTED TO MEP INSTRUCTIONS TO BIDDERS TO AVOID THE POSSIBILITY OF INVALIDATING THIS BID.

BY SIGNING THIS BID FORM, THE BIDDER ATTESTS TO PERSONAL KNOWLEDGE OF THE FOLLOWING:

- | | |
|----|---|
| 1. | Bidder is <u>certified</u> by DOA as a qualified and responsible bidder for the amount of the bid submitted, within the division(s) of work being bid. |
| 2. | Bidder agrees to enter into a subcontract with the General Prime Contractor in accordance with Wis. Stats. s. 16.855(14) and ARTICLE 9 of these Bidding Documents. |
| 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 General Prime Contractor's Notice to Proceed. |

(Firm Name)

(Seal, if bid is by a corporation)

(Bidder's Printed Name)

Date: _____

By _____
(Signature of Bidder)

Place an "X" in the box if Bidder is certified as a minority business enterprise or disabled veteran-owned business by the Wisconsin Supplier Diversity Program.

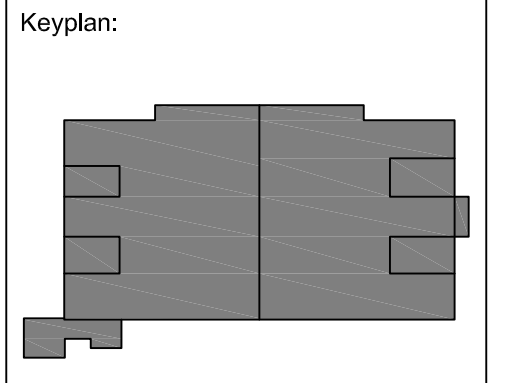
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GENERAL NOTES

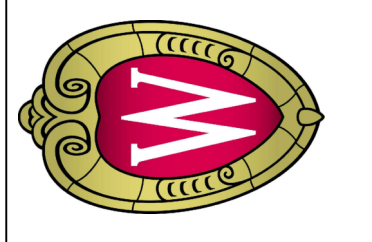
1. THIS SHEET IS INTENDED TO CONVEY THE DESIRED PHASING OF CONSTRUCTION FOR THE FIRE PROTECTION SYSTEM AS PART OF THIS PROJECT FOR BIDDING PURPOSES. A FINAL CONSTRUCTION PHASING PLAN AND SCHEDULE SHALL BE PROVIDED BY THE GPC AND REVIEWED WITH THE PROJECT TEAM PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.
2. ZONES OF CONSTRUCTION IDENTIFIED ON THIS SHEET ARE INTENDED FOR CLARIFICATION AND PLANNING PURPOSES. REFER TO DISCIPLINE SPECIFIC DRAWINGS & SPECIFICATIONS INCLUDED WITHIN CORRESPONDING BID DOCUMENTS FOR DETAILED SCOPE OF WORK INFORMATION.
3. REFER TO THE CONSTRUCTION PHASING KEY ON THIS SHEET FOR PROPOSED AREAS OF FIRE PROTECTION SYSTEM INSTALLATION AND RELATED DURATIONS.
4. NEW FLAMMABLE GAS PIPING SHALL BE INSTALLED DURING THE SUMMER AND FALL OF 2024.



433 West Washington Avenue
Suite 400 Madison, WI 53703
(608) 254-7454
aero@eero.com



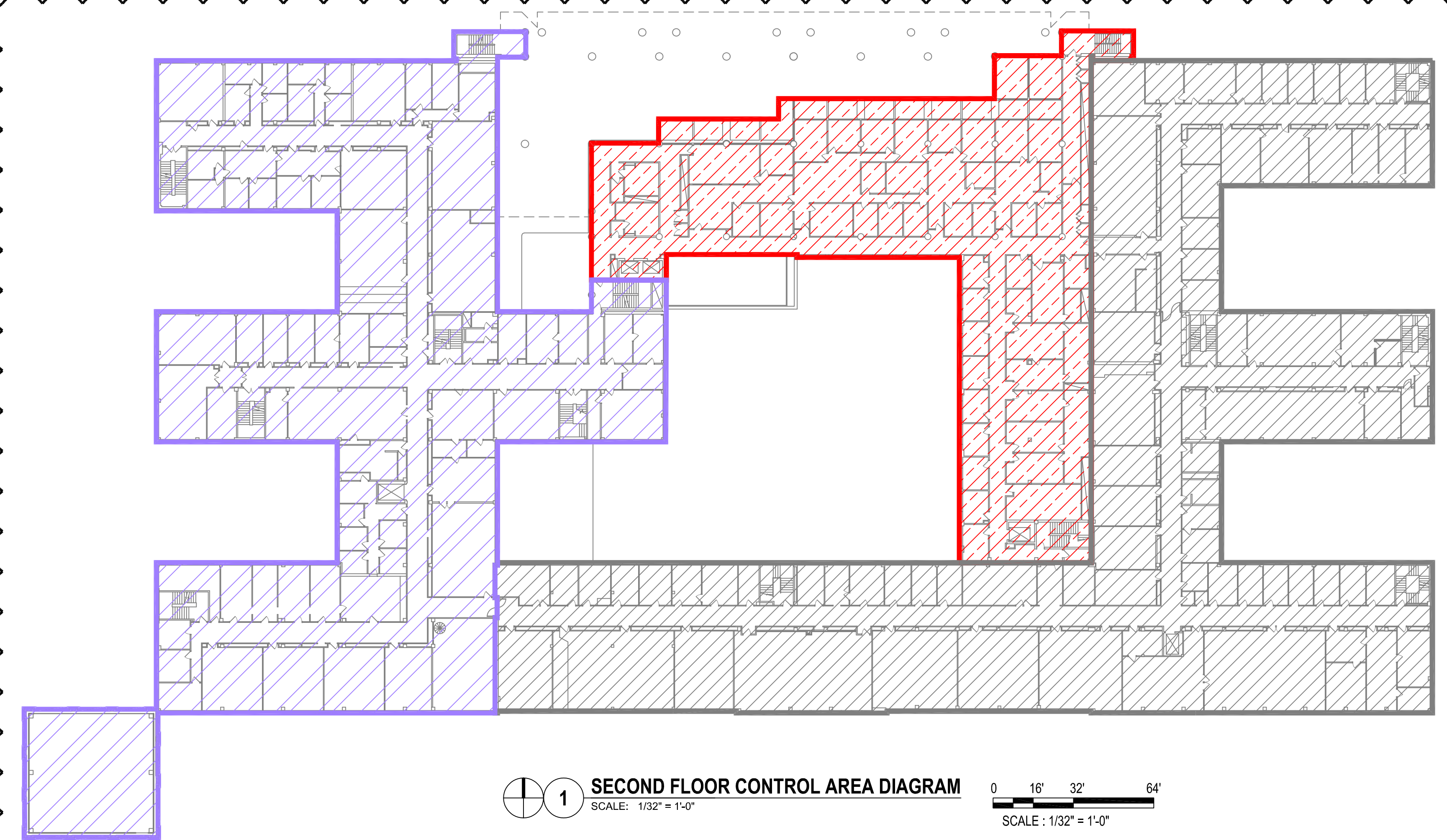
The Board of Regents of the
University of Wisconsin on behalf of
the University of Wisconsin - Madison
University of Wisconsin - Madison
Madison, WI 53703



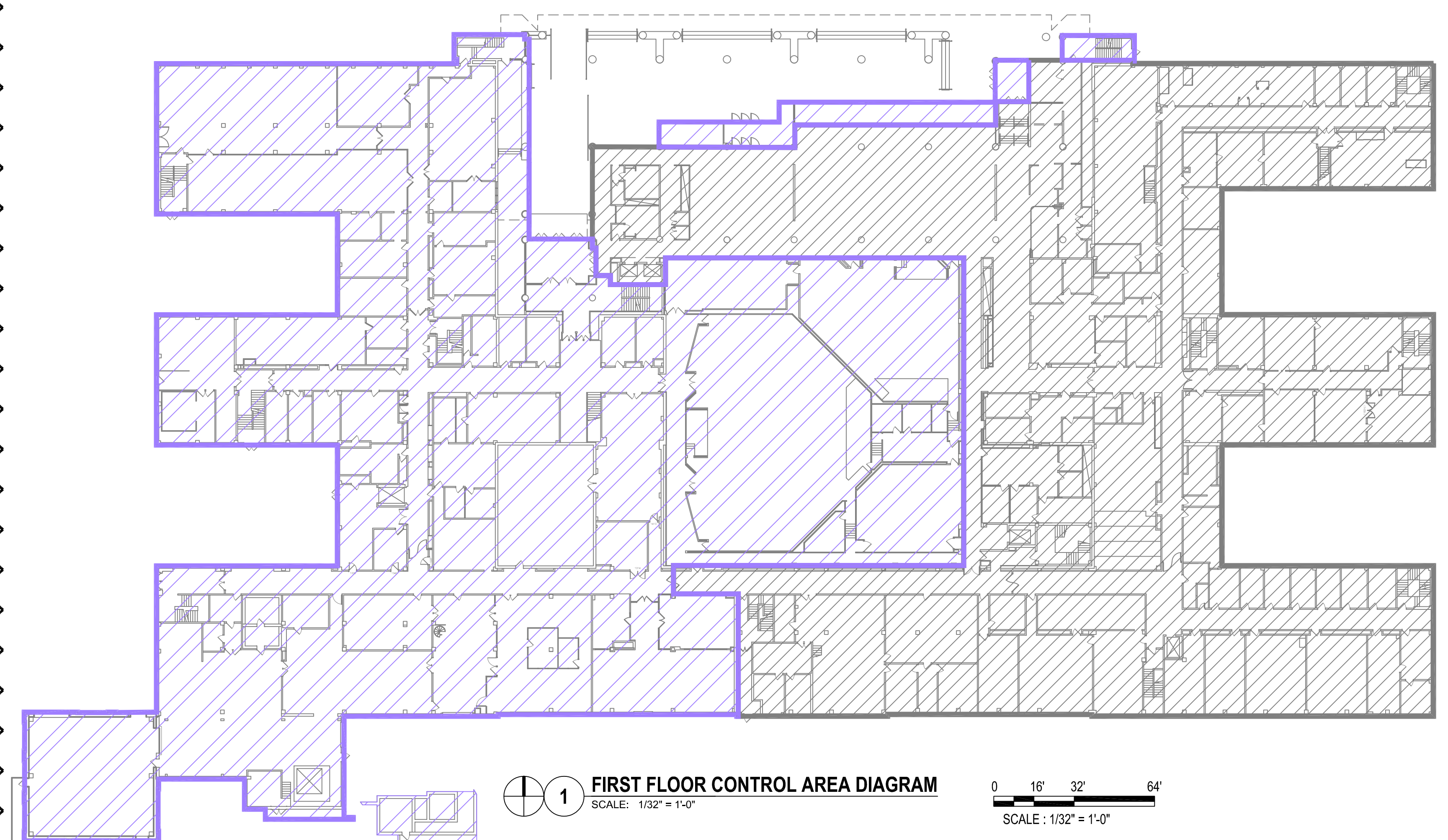
UW ENGINEERING HALL SPRINKLER AND GAS PIPING PH 2
Sheet No. CONSTRUCTION PHASING PLAN

Revisions:	No.	Date	Description
	1	03/07/24	Addendum 1

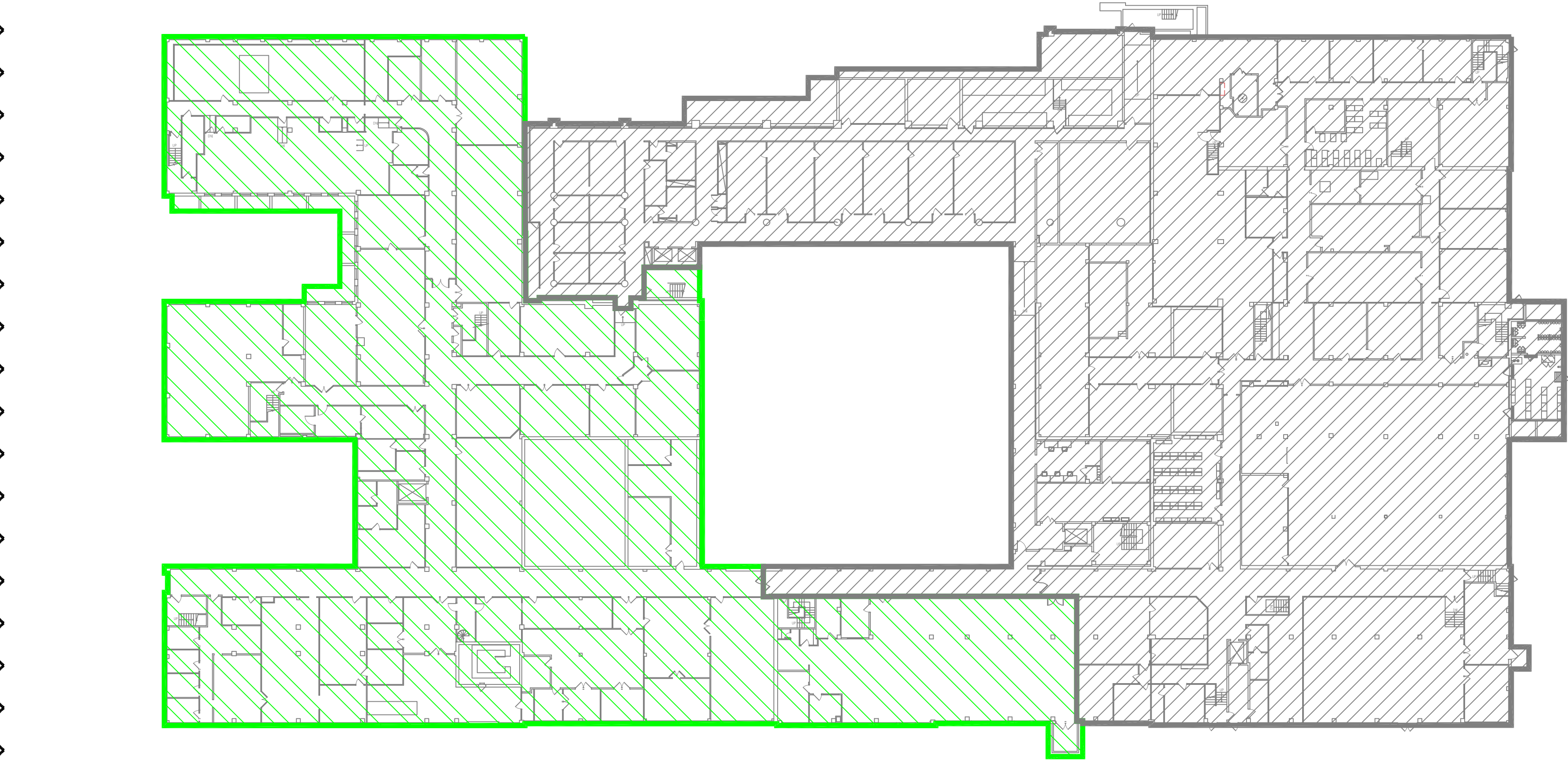
UNISA Number	A-23-003
MSN Number	0408-2331
Set Type	BID DOCUMENTS
Date Issued	01/30/2024
Sheet Number	G001



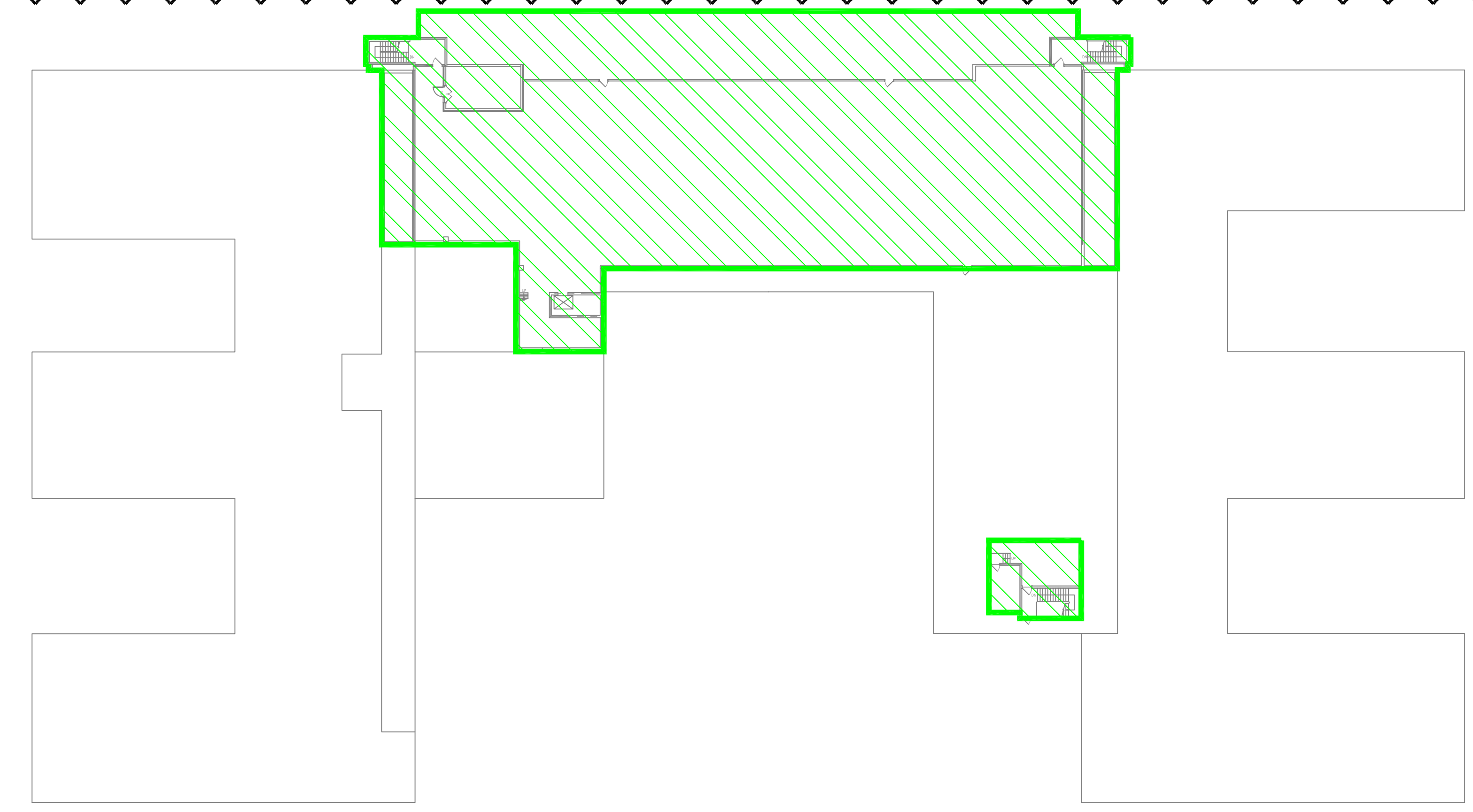
1 SECOND FLOOR CONTROL AREA DIAGRAM
SCALE: 1/32" = 1'-0"
0 16' 32' 64'



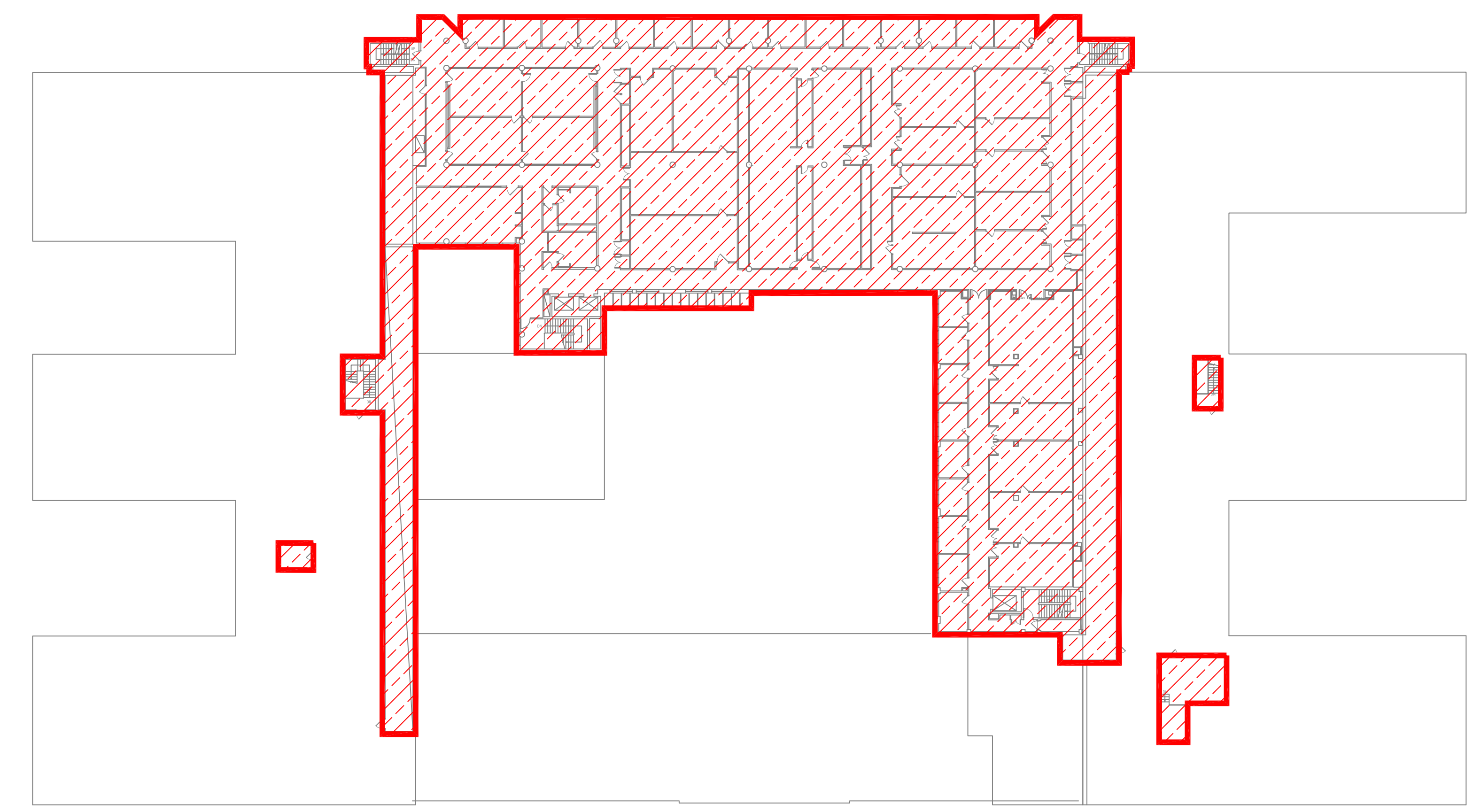
1 FIRST FLOOR CONTROL AREA DIAGRAM
SCALE: 1/32" = 1'-0"
0 16' 32' 64'



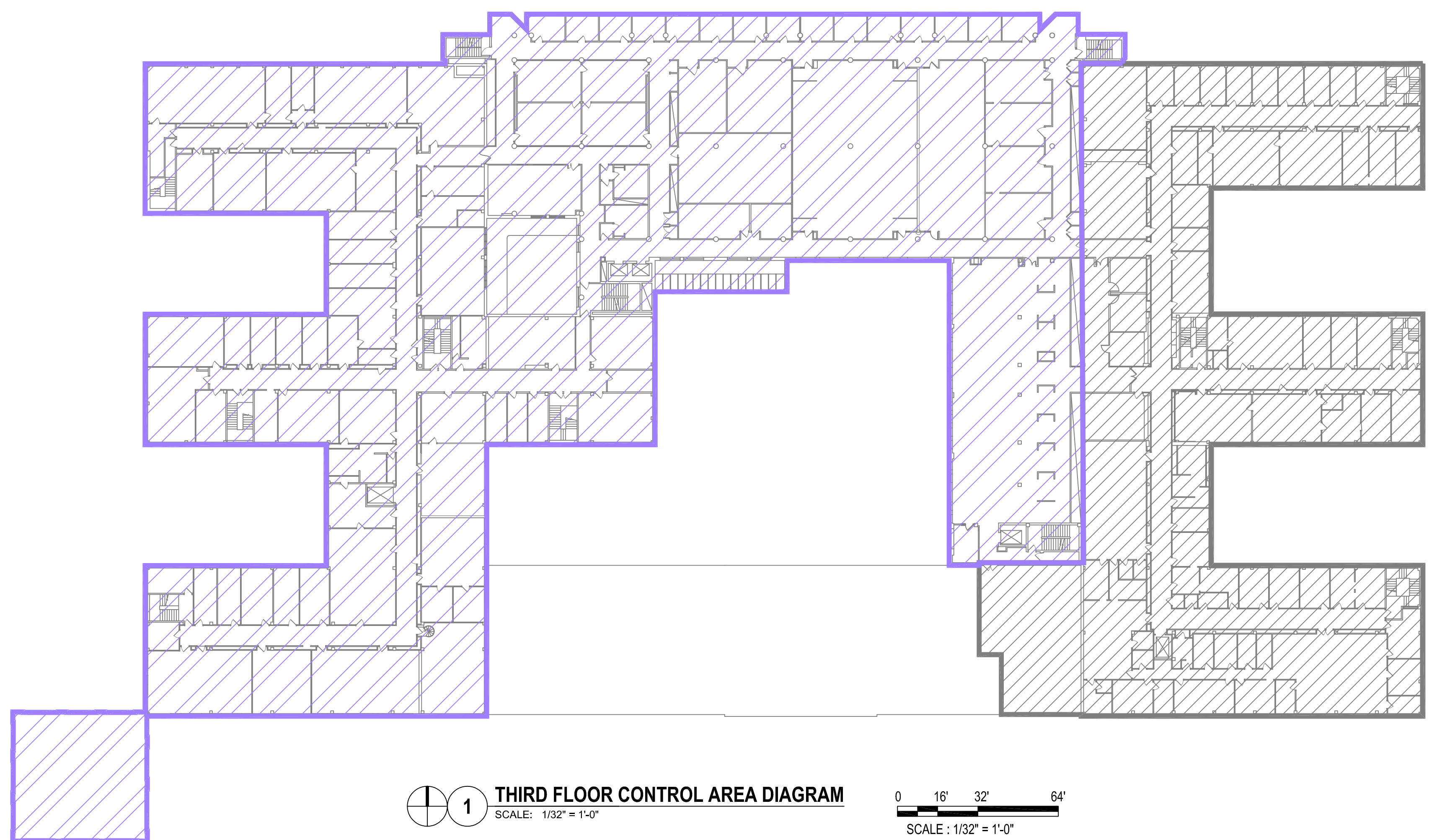
1 BASEMENT CONTROL AREA DIAGRAM
SCALE: 1/32" = 1'-0"
0 16' 32' 64'



1 FIFTH FLOOR CONTROL AREA DIAGRAM
SCALE: 1/32" = 1'-0"
0 16' 32' 64'



1 FOURTH FLOOR CONTROL AREA DIAGRAM
SCALE: 1/32" = 1'-0"
0 16' 32' 64'



1 THIRD FLOOR CONTROL AREA DIAGRAM
SCALE: 1/32" = 1'-0"
0 16' 32' 64'

CONSTRUCTION PHASING KEY

- EXISTING FIRE PROTECTION SYSTEM IN THIS AREA INSTALLED AS PART OF PREVIOUS WORK.
- NEW FIRE PROTECTION SYSTEM WORK IN THIS AREA TO BE INSTALLED DURING THE WINTER OF 2024 THROUGH THE SPRING OF 2025.
- NEW FIRE PROTECTION SYSTEM WORK IN THIS AREA TO BE INSTALLED DURING THE SUMMER OF 2025 THROUGH THE FALL OF 2025.
- NEW FIRE PROTECTION SYSTEM WORK IN THIS AREA TO BE INSTALLED DURING THE WINTER OF 2025.