ADDENDUM #6
ISSUE DATE: October 29, 2019

RE: KINESIOLOGY RELOCATION
UNIVERSITY OF WISCONSIN - MADISON
UWSA Project No. A-19-001

BID OPENING: For MEP BIDDERS: 2:00 P.M., TUESDAY, NOVEMBER 12, 2019 (EXTENDED OUT, SEE BELOW)

For GENERAL PRIME CONTRACTORS: 2:00 PM, TUESDAY, NOVEMBER 26, 2019 (EXTENDED OUT, SEE BELOW)

FROM: Hammel, Green and Abrahamson, Inc. Architects and Engineers
333 East Erie Street
Milwaukee, WI 53202

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the current Contract Documents dated August 9, 2019, Addendum #1 dated September 3, 2019, Addendum #2 dated September 17, 2019, Addendum #3 dated September 24, 2019, Addendum #4 dated October 3, 2019 and Addendum #5 dated October 10, 2019, 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.

This addendum is to notify all prospective bidders that the MEP and GPC bid dates (Nov. 5th & 19th) will be extended to allow for additional abatement coordination. It is the Owner’s intent to complete this project upon an improved understanding of abatement scope. Bid opening dates have been adjusted accordingly, as indicated above.

This Addendum consists of forty (40) pages (This text document of 2 pages and the following):

Front End: “GPC Invitation to Bid,” “MEP Invitation to Bid,” “GPC Instruction to Bidders,” “MEP Instruction to Bidders,” “General Prime Contractors (GPC) Bid Bond Form,” “Bid Form – Mechanical, Electrical, Plumbing and Fire Protection (MEP)”

CHANGES TO BIDDING REQUIREMENTS:

1. GPC Invitation to Bid
   a. Changed dates for bid opening
   b. Refer to attached document

2. MEP Invitation to Bid
   a. Changed date for bid opening
   b. Refer to attached document

3. GPC Instruction to Bidders
   a. Changed dates in section 22
   b. Refer to attached document

4. MEP Instruction to Bidders
   a. Changed dates in section 21
   b. Refer to attached document
5. General Prime Contractors (GPC) Bid Bond Form
   a. Changed Bid Opening date
   b. Refer to attached document

6. Bid Form – Mechanical, Electrical, Plumbing and Fire Protection (MEP)
   a. Changed Bid Opening date
   b. Refer to attached document

CHANGES/ADDITONS TO DRAWINGS:

1. A040 - CONSTRUCTION LOGISTICS PLAN
   a. Under the table “CONSTRUCTION SCHEDULE / MILESTONES”, change Start of Construction to “December 20, 2019”

2. A050 – PHASING PLAN
   a. Under the table “CONSTRUCTION SCHEDULE / MILESTONES”, change Start of Construction to “December 20, 2019”

END OF ADDENDUM

Hammel, Green and Abrahamson, Inc. Architects and Engineers
333 East Erie Street
Milwaukee, WI 53202

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
The Owner will publicly bid the applicable mechanical, electrical, plumbing, and fire protection (MEP) divisions of work first. Within five (5) days of the MEP bid opening, the Owner will identify a lowest, qualified, responsible, certified bidder in each applicable MEP division of work. These successful MEP bids must be included in all general prime contractor bids received. No later than five (5) days after the Owner identifies the successful MEP bids, the Owner will publicly open general prime contractor bids.

General prime contractor bids that do not include the successful MEP bids will be rejected. The Owner will enter into a single contract with the lowest, qualified, responsible, certified general prime contractor and this general prime contractor shall enter into subcontracts with the successful MEP bidders.

Sealed bids will be received at the University of Wisconsin System Administration, 780 Regent Street, Room 105, Madison, Wisconsin 53715, before the time indicated above. The bidder is responsible for the sealed bid being delivered to the indicated location for receipt stamping before the time specified for the bid opening. Third party delivery is entirely at the bidder's risk.

Due to construction at 780 Regent Street, there will be very limited to no available visitor parking. Please plan accordingly and find parking at one of the following University-owned or City of Madison parking lots, or any available street parking:

**University-owned parking lots**
- Park Street Ramp (Lot 29) - 21 North Park St.
- Grainger Hall Garage (Lot 7) - 325 North Brooks St.
- Lake & Johnson Ramp (Lot 46) – 301 North Lake St.
- Fluno Center Garage. (Lot 83) – 314 North Frances St.
- Helen C. White Garage (Lot 6) – 600 North Park St.
- Union South Garage (Lot 80) – 1308 West Dayton St.
- State Street Campus Garage (Two entrances) - 415 North Lake St. & 430 North Frances St.

The number of available spots for these lots can be found at [https://map.wisc.edu/](https://map.wisc.edu/). Use the search box to find and click on the lot to see the number of available spots.

**City of Madison parking lots**
- State Street Campus Garage (Two entrances) - 415 North Lake St. & 430 North Frances St.
Overture Center Garage – 318 West Mifflin St.

Directions and the number of available spots for these lots can be found at https://www.cityofmadison.com/parking-utility/garages-lots. Click on the name of the lot to see the number of available spots.

In general, the work consists of renovation approximately 46,000 square feet of classroom and lab space and approximately 28,000 square feet of corridor renovation within the existing Medical Science Center Building to accommodate the needs of the UW-Madison Kinesiology Department.

Bidding documents (drawings, specifications, and addenda) may be obtained only as electronic files (in PDF format): as a downloadable file from the University of Wisconsin System Administration’s Design and Construction Opportunities website (see website address below). Bidding documents may also be seen at various Builders’ Exchanges that have downloaded the documents. Additional project bidding information, including plan holders lists are available on the University of Wisconsin System public website: https://www.wisconsin.edu/procurement/construction/. After opening the web page, select the Kinesiology Relocation project.

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

No deposit is required to obtain documents for bidding purposes.

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

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

If prevailing wage rates are applicable to this project those rates are included in the Supplementary General Conditions.

A pre-bid tour will be conducted at the site August 20, 2019 beginning at 10:00AM. Participants should meet in the Medical Science Center building, through the loading dock entrance, Room 6225 MSC, located at 1300 University Avenue, Madison, WI. All bidders are highly encouraged to attend this Pre-bid Conference / Building Tour and no separate tours will be conducted. The contact person is Hammel, Green and Abrahamson, Inc., 333 East Erie Sreet, Milwaukee, Wisconsin 53202; Project Manager: Carli Cole, 262.278.3538, www.ccole@hga.com

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

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MEP INVITATION TO BID  (Rev 03/2019)
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

Revised Addendum 1, September 3, 2019
Revised Addendum 2, September 17, 2019
Revised Addendum 5, October 10, 2019
Revised Addendum 6, October 29, 2019

KINESIOLOGY RELOCATION
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

UW-MADISON Project No. 0451-1803 / UWSA Project No. A-19-001

BID OPENING for MEP BIDDERS: 2:00 P.M., Tuesday, November 12, 2019. (ADD-1)/(ADD-2)
(ADD-5)/(ADD-6)

BID OPENING for GENERAL PRIME CONTRACTOR BIDDERS: 2:00 P.M., Tuesday, November 19, 2019. (ADD-1)/(ADD-2) (ADD-5)/(ADD-6)

OWNER: The Board of Regents of the University of Wisconsin on behalf of the University of Wisconsin - Madison, hereinafter termed the Owner.

NOTICE: Effective January 1, 2014, all potential bidders must be certified by DOA prior to submitting bids on state construction projects over $50,000. All bids received from contractors who are not certified will be rejected. Contractor certification applications and instructions for completing the form may be obtained from the DOA Website DFD Contractor Certification page: http://www.doa.state.wi.us/category.asp?linkcatid=857&linkid=125&locid=4 or upon request from DFD--email dfdcertification@wisconsin.gov.

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

Sealed bids will be received at the University of Wisconsin System Administration, 780 Regent Street, Room 105, Madison, Wisconsin 53715, before the time indicated above. Bids must be received by the receptionist in the above office. All bids must be time-stamped by the University of Wisconsin System Administration - Office of Procurement prior to the stated opening time. Bids not so stamped will be considered late, and will not be accepted as a legitimate bid. Receipt of a bid by the State mail system does not constitute receipt of a bid by the University of Wisconsin System Administration - Office of Procurement, for purposes of this request for bids. All bids must be packaged, sealed, and have the bid information sheet (found at the end of this document) attached on the outside of the package. Third party delivery is entirely at the bidder’s risk.

Due to construction at 780 Regent Street, there will be very limited to no available visitor parking. Please plan accordingly and find parking at one of the following University-owned or City of Madison parking lots, or any available street parking:

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**Base Bid will be received as a single lump sum bid for:** 2) Fire Protection (Fire Suppression); 3) Plumbing; 4) Mechanical (Heating, Ventilating, Air Conditioning); and 5) Electrical (Divisions 26, 27 and 28).

No deposit is required to obtain documents for bidding purposes.

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

If prevailing wage rates are applicable to this project those rates are included in the Supplementary General Conditions.

A pre-bid tour will be conducted at the site August 20, 2019 beginning at 10:00AM. Participants should meet in the Medical Science Center building, through the loading dock entrance, Room 6225 MSC, located at 1300 University Avenue, Madison, WI. All bidders are highly encouraged to attend this Pre-bid Conference / Building Tour and no separate tours will be conducted. The contact person is Hammel, Green and Abrahamson, Inc., 333 East Erie Street, Milwaukee, Wisconsin 53202; Project Manager: Carli Cole, 262.278.3538, www.ccole@hga.com

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

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1. Definitions

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

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

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

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

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

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

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

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

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

All potential bidders must be certified by DOA prior to submitting bids on state construction projects over $50,000. All bids received from contractors who are not certified will be rejected. Contractor certification applications and instructions for completing the form may be obtained from the DOA Website DFD Contractor Certification page: http://www.doa.state.wi.us/category.asp?linkcatid=857&linkid=125&locid=4 or upon request from DFD – email dfdcertification@wisconsin.gov.

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

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

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

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

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

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

3. DRAWINGS AND SPECIFICATIONS
The drawings and specifications that form a part of this contract, as stated in Article 3 of the General Conditions, are listed in the Table of Contents of these specifications. Complete sets of Contract Documents for all trades will be issued to all Bidders, irrespective of the category of work to be bid on, in order that all Bidders may be familiar with the work of other trades as they affect their bid.

4. INTERPRETATION
No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during the bid period. Bidders shall bring inadequacies, omissions or conflicts to the Architect/Engineer’s attention at least ten (10) days before the date set for bid opening. Prompt clarification will be supplied to all bidders of record by addendum.
Failure to so request clarification or interpretation of the drawings and specifications will not relieve the successful Bidder of responsibility. Signing of the contract will be considered as implicitly denoting that the Contractor has thorough understanding of the scope of work and comprehension of the contract documents.

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

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

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

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

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

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

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

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

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

9. CONTRACT INTERESTS BY STATE PUBLIC OFFICIALS
In accordance with section 19.45(6) of the Wisconsin Statutes, no state public official, member of a state public official’s immediate family, nor any organization with which the state public official or a member of the official’s immediate family owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than $3,000 within a twelve (12) month period, in whole or in part derived from state funds unless the state public official has first made written disclosure of the nature and extent of such relationship or interest to the board and to the department acting for the state in regard to such contract or lease. Any contract or lease entered into in violation of this subsection may be voided by the owner in an action commenced within three (3) years of the date on which the ethics board, or the department or officer acting for the state in regard to the allocation of state funds from which such payment is derived, knew or should have known that a violation of this subsection had occurred. This subsection does not affect the application of s.946.13.
10. DISCLOSURE OF OWNERSHIP
The Bidder shall disclose on the date of submitting a bid for this project, the name of any construction business of which the Bidder has had a 25% or greater interest as a shareholder, officer, partner, or owner at any time during the preceding three (3) years, if said construction business has been found by the Department of Workforce Development to have failed 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 prevailing hours of labor to any employee at any time within the preceding three (3) years.

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

11. MINORITY BUSINESS ENTERPRISE AND DISABLED VETERAN-OWNED BUSINESS INVOLVEMENT
"Minority Business Enterprise" (MBE) means: a business certified by the Wisconsin Supplier Diversity Program under Wis. Stat. s. 16.287(2).

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

In awarding construction contracts, the University of Wisconsin System Administration shall attempt to ensure that 5 percent of the total amount expended in each fiscal year is awarded to contractors which are minority businesses, as defined under Wis. Stat. s. 16.75(3m)(a). The General Prime Contractor Bidder shall make every effort to award a minimum of 15% of the work to minority business enterprises (MBE) involvement for all projects within 60 mile radius of Milwaukee and 5% for projects located elsewhere.

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

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

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

Every General Prime Contractor will be required to submit a report to the Owner, on a monthly basis and upon completion of the contract, which identifies the Minority Business Enterprises and Disabled Veteran-Owned Business to whom work was directly subcontracted and the value of said work. Subcontractors, material suppliers, etc. under contract to a subcontractor of a General Prime Contractor may not be used for reporting purposes under this paragraph without prior approval of the Wisconsin Supplier Diversity Program office. A MBE/DVB monthly report form will be sent to the Bidder after the Notice to Proceed is issued.

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

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

Statement: The possession, use of, distribution or purchase of illegal drugs, or use of alcohol at work by any employee on University of Wisconsin System Administration construction job sites, is strictly prohibited.
The terms of this Substance Abuse Program Statement shall cover all construction personnel who are working on University of Wisconsin System Administration job sites. This includes employees of all Contractors, Subcontractors, contractor suppliers, and their employees working at the job site.

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

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

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

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

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

13. METHOD OF AWARD - RESERVATION

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

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

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

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

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

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 will serve the best interests of the Owner.

Informational Bids will not be considered in establishing low bidder.

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

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

A certified copy of power of attorney shall be provided by the Surety Company showing that the agent who signs the Bond has the power of attorney to sign for the Surety Company. This power of attorney must be signed by the Secretary or Assistant Secretary of the company and not by an attorney-in-fact. The power of attorney must bear the same or later date as the bond.
If the Bidder is a partnership or a joint venture, a certified list providing the names of individuals constituting the partnership or joint venture must be furnished. The Contract itself may be signed by one partner of the partnership, or one partner of each firm comprising the joint venture, but the separate Performance and Payment Bonds must be signed by all of the partners.

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

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

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

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

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

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

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

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

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

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

All Bidders are encouraged to submit their bids using the SEALED BID envelope label that is provided within the specifications. the Owner is not responsible for bids not clearly labeled as required. Bids shall be signed, sealed, and delivered to the place indicated in the Invitation to Bid before the time designated in the Invitation to Bid. All bids shall be identified with the Project Name, Project Number, Project Location, Category of Work being bid on, Bid Date, and the Name and Address of Bidder. Delivery to a post office box does not constitute receipt of a bid.
Bidder shall be responsible for the sealed bid being delivered to the place designated for the bid opening before the time specified. Bids received after the time indicated in the Invitation to Bid will be rejected and returned to Bidder unopened.

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

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

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

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

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

18. INFORMATIONAL BIDS
None.

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

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

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

20. STATED ALLOWANCES
None.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. COMMENCEMENT AND COMPLETION
The successful General Prime Contractor Bidder shall commence work on a date to be specified in a written “Notice to Proceed” issued by the owner and to fully complete all the work per signed agreement of Substantial Completion as stated in the schedule below within 267 consecutive calendar days for Phase 1 and 281 consecutive days for Phase 2 thereafter. Completion time will be converted to a specific date at the time the “Notice to Proceed” is issued. Phase 1 and Phase 2 run concurrently. Refer also to General Conditions for additional information in regards to time for completion.
(ADD-1)

The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors and General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP Subcontractor. These milestones will be incorporated into the master project schedule after the Notice to Proceed is issued.
NOTE: See Construction Logistics Plan Sheet, Drawing Sheet A040 for additional Schedule Information. See Construction Phasing Plan, Drawing Sheet A050 for additional Phasing Information.
The schedule must include, but is not limited to, the following milestone categories as they apply to the project:
PHASES 1 AND 2 START OF CONSTRUCTION  
DECEMBER 20 6 NOVEMBER 20 15 1, 2019  
(ADD-1) (ADD-2)  
(ADD-5) (ADD-6)

PHASE 1 SUBSTANTIAL COMPLETION  
JULY 17, 2020

PHASE 2 SUBSTANTIAL COMPLETION  
JULY 31, 2020

PARTIAL PROJECT CLOSE-OUT / PUNCH LIST  
JULY 17 – JULY 23, 2020

CONSTRUCTION COMPLETE  
JULY 31 - AUGUST 28, 2020

23. 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, unless noted otherwise or for installation:

Owner Furnished = OF
Owner Installed = OI
Contractor Furnished = CF
Contractor Installed = CI

Furnishing, Fixtures and Equipment (FF&E):

Markerboards and Whiteboards OG/CI (ADD-2)
Existing Faculty / User FFE = OF/OI
All furniture depicted in gray on FFE plans
Note: This includes items like freezers, autoclaves, dewers, etc...
Pickett’ Study Kitchen (assumes all items are salvaged from current location)
Dishwasher OF/CI
Refrigerator OF/OI
Range OF/OI

New Faculty / User FFE = OF/OI
All furniture depicted in white with heavy black lines on FFE plans

Pickett's Study Kitchen
Recirculating Range Hood OF/CI
Garbage Disposal (new with sink) OF/CI

Adapted Fitness (Columna)
Observation Cameras
Cabling CF/CI
Backboxes CF/CI
Display OF/OI
Camera OF/OI
Mobile Lab Benches = CF/CI

Hoods (x2) in Shared wet lab and Diffee Spaces = OF/CI
Dust Collector and Air Cleaner in Biomechanics Workshop = OF/CI
All other equipment in Biomechanics Workshop = OF/OI

Fire Extinguishers:
All Fire Extinguisher (located in plan) OF/OI

Audio Visual Components (AV):
AV = OF/CI
Monitors / TVs / Displays / Mounting Hardware = OF/CI
Wall Backing - CF/CI
HDMI / Interface Connection / Backboxes / Cabling / Conduit = not included
Associated Power and Data = CF/CI
Door Hardware:

1. Locksets = CF/CI
2. Cylinders to be handed over to UW Lock Shop for keying
3. Electronic Lock Power Supplies = CF/CI
4. Electronic Door Monitoring Devices = CF/CI
5. Install of Cylinders once Keying is complete = CI

**Signage / Wayfinding:** *(ADD-2)*

8. Code Required Signage = CF/CI
9. Wayfinding / non-code required = not included, CF/CI as indicated in Drawings

Security:

12. Cameras = not included at the moment
13. Cabling = CF/CI
14. Card Readers = CF/CI
15. Head End Box = OF/OI
16. Card Readers = OF/CI
17. Cabling Termination @ Head End = CF/OI
18. Card Readers = OF/CI
19. Cabling Termination @ Head End = CF/CI

DoIT:

21. Wireless Access Points (WAPS) = OF/OI

ASBESTOS ABATEMENT:

24. Removal of building materials identified as asbestos-containing materials (ACM) that will be disturbed by renovation work, including ACM spray applied and trowel applied surfaces, cement-asbestos products, ACM flooring and associated ACM flooring mastics and friable miscellaneous ACM. See General Requirements, HAZARDOUS SUBSTANCES for regulatory requirements, materials testing results, and General Prime Contractor’s responsibility regarding ACM.

DDC SYSTEM:

30. Direct Digital Control System for HVAC as specified in Section 23 09 23.

***
MEP INSTRUCTIONS TO BIDDERS (Rev 03/2019)

UW-MADISON Project No. 0451-1803 / UWSA Project No. A-19-001

Revised Addendum 1, September 3, 2019
Revised Addendum 2, September 17, 2019
Revised Addendum 5, October 10, 2019
Revised Addendum 6, October 29, 2019

INDEX

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

1. DEFINITIONS

In this document, the following terms are defined as:

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

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

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

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

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

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

(g) "Non-MEP Subcontractor" is a subcontractor to a General Prime Contractor in divisions of work other than mechanical, electrical, and audio visual. This includes suppliers and installers to the General Prime Contractor.
(h) “Subcontractor” is all subcontractors on a project. This includes MEP Subcontractors, subcontractors to the MEP Subcontractors, and Non-MEP Subcontractors.

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

2. GENERAL

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

All potential bidders must be certified by DOA prior to submitting bids on state construction projects over $50,000. All bids received from contractors who are not certified will be rejected. Contractor certification applications and instructions for completing the form may be obtained from the DOA Website DFD Contractor Certification page: http://www.doa.state.wi.us/category.asp?linkcatid=857&linkid=125&locid=4 or upon request from DFD--email dfdcertification@wisconsin.gov.

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

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

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

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

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

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

3. DRAWINGS AND SPECIFICATIONS

The drawings and specifications that form a part of these Bidding Documents are listed in the Table of Contents of these specifications.

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

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

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

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

5. MANDATORY PRE-BID DOA CERTIFICATION

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

6. BID GUARANTEE

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

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

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

7. WITHDRAWAL OF BIDS

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

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

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

8. MEP BIDDER IDENTIFICATION

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

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

The lowest dollar amount submitted by qualified, responsible, certified bidders on the COMBINED BASE BIDS for any combination of the Separate Base Bids for various specified mechanical, electrical, plumbing, and fire protection divisions of the work.
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 will serve the best interest of the Owner.

9. MEP SUBCONTRACT WITH GENERAL PRIME CONTRACTOR

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

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

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

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

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

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

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

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

Insurance and Bonds. (Mechanical, electrical, or plumbing subcontractor) shall not commence work under this contract until it has obtained all necessary insurance required of (mechanical, electrical, or plumbing subcontractor) in the contract between the (general prime contractor) and the Owner. (mechanical, electrical, or plumbing subcontractor) shall provide a separate 100 percent performance bond and a separate 100 percent
payment bond to the benefit of the (general prime contractor) as the sole named obligee. Original bonds shall be given to the (general prime contractor) and a copy shall be given to the Owner prior to execution of this contract.

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

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

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

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

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

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

11. DISCLOSURE OF OWNERSHIP
The Bidder shall disclose on the date of submitting a bid for this project, the name of any construction business of which
the Bidder has had a 25% or greater interest as a shareholder, officer, partner, or owner at any time during the preceding
three (3) years, if said construction business has been found by the Department of Workforce Development to have failed
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
prevailing hours of labor to any employee at any time within the preceding three (3) years.

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

12. MINORITY BUSINESS ENTERPRISE AND DISABLED VETERAN-OWNED BUSINESS INVOLVEMENT
“Minority Business Enterprise” (MBE) means: a business certified by the Wisconsin Supplier Diversity Program under
Wis. Stat. s. 16.287(2).

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

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

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

Every General Prime Contractor will be required to submit a report to the Owner, on a monthly basis and upon completion
of the contract, which identifies the Minority Business Enterprises and Disabled Veteran-Owned Business to whom work
was directly subcontracted and the value of said work. Subcontractors, material suppliers, etc. under contract to a
subcontractor of a General Prime Contractor may not be used for reporting purposes under this paragraph without prior
approval of the Wisconsin Supplier Diversity Program office. A MBE/DVB monthly report form will be sent to the General
Prime Contractor after the Notice to Proceed is issued.

For assistance in identifying DOA certified MBE and DVB companies, please contact the Department of Administration
Supplier Diversity Program at: DOABDMBD@wisconsin.gov, or by telephone at: (608)267-9550, or visit their website

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

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

The terms of this Substance Abuse Program Statement shall cover all construction personnel who are working on the
Owner’s job sites. This includes employees of all Contractors, Subcontractors, contractor suppliers, and their employees
working at the job site.
General Prime Contractor's and Subcontractor's Written Program: Each General Prime Contractor and Subcontractor shall have in place a written Substance Abuse Program conforming to Sec 103.503(3) of the Wisconsin Statutes.

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

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

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

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

14. SECURITY FOR SEPARATE 100% PERFORMANCE AND SEPARATE 100% PAYMENT
MEP Subcontractors will be required to deliver to the General Prime Contractor separate 100 % performance and 100 % payment bonds to the benefit of the General Prime Contractor as the sole obligee. Original bonds shall be given to the General Prime Contractor and a copy shall be given to the Owner no later than 10 days after the execution of the subcontract. Separate 100% performance and separate 100 % payment bond forms are included in Appendix 1 of these instructions.

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

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

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

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

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

Bidders may submit separate base bids for any divisions of work they are certified to bid on Fire Suppression, Plumbing, Heating, Ventilating and Air Conditioning, and Electrical (Divisions 26, 27 and 28).
Bidders may submit combined base bids for any combination of base bid categories if they are certified in each division of work included in their combined base bid.

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

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

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

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

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

17. BASE BIDS

Fire Protection (Fire Suppression), Plumbing, Mechanical (Heating, Ventilating and Air Conditioning), and Electrical (Divisions 26, 27, 28) Base Bids shall be received utilizing one or all methods of bidding as follows:

SEPARATE BASE BIDS FOR THE VARIOUS DIVISIONS OF THE WORK.

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

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

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

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

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

Base Bid No.____for_______, Base Bid No.____for_______ and Base Bid No.____for_______ as per specifications, applicable provisions of Division 1 and related drawings.

18. INFORMATIONAL BIDS

None.

19. UNIT PRICES

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

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

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

20. STATED ALLOWANCES
None.

21. COMMENCEMENT AND COMPLETION
The successful General Prime Contractor Bidder shall commence work on a date to be specified in a written "Notice to Proceed" issued by the owner and to fully complete all the work per signed agreement of Substantial Completion as stated in the schedule below, within 267 consecutive calendar days for Phase 1 and 281 consecutive days for Phase 2 thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued. Phase 1 and Phase 2 run concurrently. Refer also to General Conditions for additional information in regards to time for completion. (ADD-1)

The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors and General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP Subcontractor. These milestones will be incorporated into the master project schedule after the Notice to Proceed is issued.

NOTE: See Construction Logistics Plan Sheet, Drawing Sheet A040 for additional Schedule Information. See Construction Phasing Plan, Drawing Sheet A050 for additional Phasing Information.

The schedule must include, but is not limited to, the following milestone categories as they apply to the project:

NOTICE TO PROCEED: DECEMBER 13, NOVEMBER 29, OCTOBER 25, 2019 (ADD-1) (ADD-2) (ADD-5) (ADD-6)

MOBILIZATION: DECEMBER 16-19, NOVEMBER 11-14, OCTOBER 28-31, 2019 (ADD-1) (ADD-2) (ADD-5) (ADD-6)

PHASES 1 AND 2 START OF CONSTRUCTION: DECEMBER 20, NOVEMBER 15-14, 2019 (ADD-1) (ADD-2) (ADD-5) (ADD-6)

PHASE 1 SUBSTANTIAL COMPLETION: JULY 17, 2020

PHASE 2 SUBSTANTIAL COMPLETION: JULY 31, 2020

PARTIAL PROJECT CLOSE-OUT / PUNCH LIST: JULY 17 – JULY 23, 2020

CONSTRUCTION COMPLETE: JULY 31 – AUGUST 28, 2020

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, unless noted otherwise or for installation:

Owner Furnished = OF
Owner Installed = OI
Contractor Furnished = CF
Contractor Installed = CI

Furnishing, Fixtures and Equipment (FF&E):

Markerboards and Whiteboards OG/CI (ADD-2)
Existing Faculty / User FFE = OF/OI
All furniture depicted in gray on FFE plans
Note: This includes items like freezers, autoclaves, dewers, etc...
Pickett' Study Kitchen (assumes all items are salvaged from current location)
Dishwasher OF/OI
Refrigerator OF/OI
Range OF/OI

New Faculty / User FFE = OF/OI
All furniture depicted in white with heavy black lines on FFE plans

Pickett's Study Kitchen
Recirculating Range Hood OF/CI
Garbage Disposal (new with sink) OF/CI

Adapted Fitness (Columna)
Observation Cameras
Cabling CF/CI
Backboxes CF/CI
Display OF/OI
Camera OF/OI
Mobile Lab Benches = CF/CI

Hoods (x2) in Shared wet lab and Diffie Spaces = OF/CI
Dust Collector and Air Cleaner in Biomechanics Workshop = OF/CI
All other equipment in Biomechanics Workshop = OF/OI

Fire Extinguishers:
All Fire Extinguisher (located in plan) OF/OI

Audio Visual Components (AV):
AV = OF/CI
Monitors / TVs / Displays / Mounting Hardware = OF/CI
Wall Backing - CF/CI
HDMI / Interface Connection / Backboxes / Cabling / Conduit = not included
Associated Power and Data = CF/CI

Door Hardware:
Locksets = CF/CI
Cylinders to be handed over to UW Lock Shop for keying
Electronic Lock Power Supplies = CF/CI
Electronic Door Monitoring Devices = CF/CI
Install of Cylinders once Keying is complete = CI

Signage / Wayfinding: (ADD-2)
Code Required Signage = CF/CI
Wayfinding / non-code required = not included CF/CI as indicated in Drawings

Security:
Cameras = not included at the moment
Cabling = CF/CI
Card Readers = CF/CI
    Head End Box = OF/OI
    Cabling Termination @ Head End = CF/CI
    Card Readers = OF/CI
    Cabling Termination @ Head End = CF/CI

DoIT:
Wireless Access Points (WAPS) = OF/OI

ASBESTOS ABATEMENT:
Removal of building materials identified as asbestos-containing materials (ACM) that will be disturbed by renovation work, including ACM spray applied and trowel applied surfaces, cement-asbestos products, ACM flooring and associated ACM flooring mastics and friable miscellaneous ACM. See General Requirements, HAZARDOUS SUBSTANCES for regulatory requirements, materials testing results, and General Prime Contractor's responsibility regarding ACM.

**DDC SYSTEM:**
Direct Digital Control System for HVAC as specified in Section 23 09 23.
BID FORM – GENERAL PRIME CONTRACTOR (GPC)  (Rev 03/2019)
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
s.16.855 Wis. Stats.
Revised Addendum 1, September 3, 2019
Revised Addendum 2, September 17, 2019
Revised Addendum 5, October 10, 2019
Revised Addendum 6, October 29, 2019

KINESIOLOGY RELOCATION
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

UW-MADISON Project No. 0451-1803 / UWSA Project No. A-19-001

General Prime Contractor (GPC) Bid Opening: 2:00 P.M., Tuesday, November 26, 2019 (ADD-1)(ADD-2)(ADD-5)(ADD-6)

To: University of Wisconsin System Administration (UWSA)

We hereby agree to execute a contract with the Board of Regents of the University of Wisconsin System (the Owner) and a subcontract with all successful MEP Bidders identified by the Owner and listed in this bid, and to furnish satisfactory separate 100% Performance Bond and 100% Payment Bond in the amount specified no later than ten (10) days of the contract offer, and to provide all labor and material required for the construction of the project designated above, for the prices hereinafter set forth, in strict accordance with the Contract Documents prepared by Hammel, Green and Abrahamson, Inc., 333 East Erie Street, Milwaukee, Wisconsin, 53202 for the Owner and dated August 9, 2019.

Contact Instructions:
(For use by Owner to offer contract to the successful bidders)
Contact name: ____________________________
Telephone Number: ________________________
Email address: ____________________________
FAX Number: _____________________________

IMPORTANT: BEFORE SUBMITTING YOUR BID, PLEASE VERIFY THAT:
1. You have been certified by DOA as a qualified and responsible bidder for the amount of your bid within the division(s) of work being bid.
2. You have entered all Bid amounts in numeric characters (Example: $9,999);
3. You have acknowledged receipt of all addenda;
4. You have signed the Bid Form
5. You have included a valid Bid Guarantee for not less than 10% of the value of the bid as either:
   a) a Bid Bond signed by the contractor and surety and with a Power of Attorney attached, or
   b) a Cashier’s Check or Bank Check pursuant to Wis stats. s. 779.14(1m)(c)2.b. and 779.14(1s). A Company or Personal Check will not be accepted.
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 (Divisions 26, 27 and 28) Base Bid No. 5:
Identified Subcontractor: ________________________________

Amount: ___________________________
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, and to commence the Contract work on or before a date to be specified in a written Notice to Proceed, and to complete the work in accordance with the project schedule in the Instructions to Bidders.

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 certified 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.

______________________________________
(Firm Name)

(Seal, if bid is by a corporation)

______________________________________
(Bidder’s Printed Name)

Date:______________________________

By __________________________________
(Signature of Bidder)

[ ] Place an “X” in the box if Bidder is certified as a minority business enterprise or disabled veteran-owned business by the Wisconsin Supplier Diversity Program and wishes to be considered for the 5% bidder preference.
BID FORM – MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION (MEP) (Rev 02/2017)
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
s.16.855 Wis. Stats.
Revised Addendum 1, September 3, 2019
Revised Addendum 2, September 17, 2019
Revised Addendum 5, October 10, 2019
Revised Addendum 6, October 29, 2019

KINESIOLOGY RELOCATION
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

UW-MADISON Project No. 0451-1803 / UWSA Project No. A-19-001

Mechanical, Electrical, Plumbing, and Fire Protection (MEP) Bid Opening: 2:00 P.M., Tuesday, November 12-5
October 8 September 24 10, 2019. (ADD-1) (ADD-2)/(ADD-5) (ADD-6)

To: University of Wisconsin System Administration (UWSA)
(a joint venture)
(a corporation)
(a partnership)
(an individual)
(Cross out inapplicable)

Of __________________________________________________________________________
Street                    City             County                      State           Zip

hereby agree to execute a subcontract with the General Prime Contractor awarded the contract for the project designated
above and to furnish satisfactory separate 100% Performance Bond and 100% Payment Bond in the amount specified
no later than ten (10) days after execution of the subcontract with the General Prime Contractor, and to provide all labor
and material required for the construction of the project designated above, for the prices hereinafter set forth, in strict
accordance with the Bidding Documents prepared by Hammel, Green and Abrahamson, Inc., 333 East Erie Street,
Milwaukee, Wisconsin, 53202 for the Owner and dated August 9, 2019

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

Contact name: __________________________________________
Telephone Number: __________________________________________
Email address: __________________________________________
FAX Number: ________________________________

IMPORTANT: BEFORE SUBMITTING YOUR BID, PLEASE VERIFY THAT:
1. You have been certified by DOA as a qualified and responsible bidder for the amount of your bid within the
division(s) of work being bid.
2. You have entered all Bid amounts in numeric characters (Example: $9,999);
3. You have acknowledged receipt of all addenda;
4. You have signed the Bid Form
5. You have included a valid Bid Guarantee for not less than 10% of the value of the bid as either:
a) a Bid Bond signed by the contractor and surety, with a Power of Attorney attached, or
   b) a Cashier’s Check or Bank Check pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s). A
      Company or Personal Check will not be accepted.
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 (Divisions 26, 27 and 28) 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.

UNIT PRICES (listed below are for additions to or deductions from amount of work required under the contract.) Applicable to Base Bid No. 5

Unit prices include labor, material, bond, overhead and profit, and other cost associated with the unit to provide a functional unit integrated into the system being added to or deleted from.

<table>
<thead>
<tr>
<th>Item:</th>
<th>Existing Location</th>
<th>New Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>U01. Addressable Pull Station (semi-flush)</td>
<td>($_______)</td>
<td>($_______) per unit</td>
</tr>
<tr>
<td>U02. Addressable Pull Station (surface)</td>
<td>($_______)</td>
<td>($_______) per unit</td>
</tr>
<tr>
<td>U03. Photoelectric Smoke Detector, including Base (surface back box)</td>
<td>($_______)</td>
<td>($_______) per unit</td>
</tr>
<tr>
<td>U04. Photoelectric Smoke Detector, including Base (concealed back box in existing plaster or drywall ceiling)</td>
<td>($_______)</td>
<td>($_______) per unit</td>
</tr>
<tr>
<td>U05. Photoelectric Duct Smoke Detector, including Housing and sample tubes</td>
<td>($_______)</td>
<td>($_______) per unit</td>
</tr>
<tr>
<td>U06. Demo Existing Duct Smoke Detector</td>
<td>($_______) per unit</td>
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<tr>
<td>U10. Intelligent / Addressable Heat Detector, Including Base (surface back box)</td>
<td>($_______)</td>
<td>($_______) per unit</td>
</tr>
<tr>
<td>U11. Intelligent / Addressable Heat Detector, Including Base (concealed back box in existing plaster or drywall ceiling)</td>
<td>($_______)</td>
<td>($_______) per unit</td>
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<tr>
<td>U16. Addressable Monitor Module surface mount</td>
<td>($_______)</td>
<td>($_______) per unit</td>
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<tr>
<td>U17. Addressable Mini-Monitor Module surface mount</td>
<td>($_______)</td>
<td>($_______) per unit</td>
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<tr>
<td>U18. Addressable Control (Relay Output) Module, surface mount</td>
<td>($_______)</td>
<td>($_______) per unit</td>
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<tr>
<td>U19. Addressable Control (Supervised Output) Module surface mount</td>
<td>($_______)</td>
<td>($_______) per unit</td>
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<tr>
<td>U20. Remote Test Switch with Indicating LED For Duct Smoke Detector</td>
<td>($_______)</td>
<td>($_______) per unit</td>
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<tr>
<td>U21. Visual-Only Notification Appliance - surface-mount including surface back box</td>
<td>($_______)</td>
<td>($_______) per unit</td>
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<tr>
<td>U22. Visual-Only Notification Appliance</td>
<td>($_______)</td>
<td>($_______) per unit</td>
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semi-Flush, wall mount (concealed back box in existing plaster or drywall wall or ceiling)

U23. Audible-Only Notification Appliance - surface-mount ($________) ($________) per unit

U24. Audible-Only Notification Appliance – semi-flush, ceiling mount (Semi-Flush shall be interpreted as flush back box)

U25. Combination Audible / Visual Notification Appliance – (surface-mount, including surface back box)

U26. Combination Audible / Visual Notification Appliance – (concealed back box in existing plaster or drywall wall or ceiling)

U29. Access Panel for Plaster / Gypsum Ceilings or Walls (1-foot by 1-foot size, installed complete and painted)

U30. Access Panel for Plaster / Gypsum Ceilings or Walls (18-inch by 18-inch, installed complete and painted)

U31. Access Panel for Plaster / Gypsum Ceilings or Walls (2-foot by 2-foot size, installed complete and painted)

U33. 10 linear feet of ¾ -inch raceway (non-painted), including any needed wiring & fittings, installed complete

U34. 10 linear feet of ¾ -inch raceway (painted to match), including any needed wiring & fittings, installed complete

U35. 10 linear feet of ½ inch raceway (non-painted), including any needed wiring & fittings, installed complete

U36. 10 linear feet of ½ -inch raceway (painted to match), including any needed wiring & fittings, installed complete

U37. 10 linear feet of ½ inch equivalent-size Surface raceway, including needed wiring & fittings, installed complete

U38. 10 linear feet of 3/4 inch equivalent-size Surface Raceway, including needed wiring & fittings, installed complete

U39. Notification Appliance Power Extender

Allow a minimum of 50 feet of conduit or surface metal raceway and wire for each unit listed above that requires raceways. Unit prices shall include all required back boxes, fittings, terminations and all other hardware and software modifications to perform the intend operations when added to the system or deleted from it as specified in Section 28 31 00
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.
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, and to commence the work on or before a date to be specified in a written Notice to Proceed issued by UWSA to the General Prime Contractor, and to complete the work in accordance with the project schedule in the Instructions to Bidders.

ADDENDUM RECEIPT
We acknowledge receipt of the following Addenda:

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<th>Addendum No.</th>
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PRIOR TO SIGNING, BIDDER'S 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 certified 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) (Signature of Bidder)

Date: ________________________ By ______________________________

[ ] 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.