



MILWAUKEE COUNTY

DEPARTMENT OF ADMINISTRATIVE SERVICES – FACILITIES
MANAGEMENT

REQUEST FOR PROPOSAL

PROJECT: COUNTY WIDE TIME AND MATERIAL
MULTIPLE CONTRACTS FOR MULTIPLE TYPES OF WORK

PROJECT NUMBER: 5740-23000

ISSUED April 21, 2023

Response Due Date: May 12, 2023 at 2:00 p.m.

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END OF DOCUMENT

**DOCUMENT 00 10 00
INVITATION TO BID**

1. DESCRIPTION

The purpose of this document is to supply interested parties with information to enable them to prepare and submit qualifications for a contract to be bid to provide the construction services to Milwaukee County.

The following contracts are being solicited through this RFP. Additional descriptions are included in Section 01 10 00 SUMMARY.

- Contract 1: General Construction Contractor
- Contract 2: Plumbing Contractor
- Contract 3: Fire Protection Contractor
- Contract 4: Heating and Ventilating Contractor
- Contract 5: Electrical Contractor
- Contract 6: Painting Contractor
- Contract 7: Fence and Gate Contractor
- Contract 8: Asphalt Paving Contractor
- Contract 9: Concrete Restoration Contractor
- Contract 10: Tennis Court Repair Contractor
- Contract 11: Carpet and Flooring Contractor
- Contract 12: Roofing Contractor
- Contract 13: Metal Fabrication Contractor
- Contract 14: Standard Landscaping Contractor
- Contract 15: Native Plants Landscaping Contractor

Milwaukee County is soliciting competitive Request for Proposals (RFP) to enable Milwaukee County to have a pre-approved construction workforce via Time and Material contracts to utilize on Milwaukee County projects. Present workload and future projects make it feasible to enlist the contractors by means of this RFP. Milwaukee County is looking to create a flexible contractor pool identified within this RFP. Successful bidders' services will be on an as-needed basis. Please be advised that the required amount of participation will vary from discipline to discipline and from budget year to budget year. There is no guarantee of any work whatsoever under this contract.

Please note that in previous years, Time & Materials contracts were let for individual departments. This set of contracts is different. This year, the contracts are to be used for any/all departments. Milwaukee County may, at their discretion, award multiple contracts of each type as part of this RFP.

Contractor shall have the expertise, equipment, and licensing or certifications required to perform the type of work described. Bid may be rejected if Contractor is incapable of performing work as required and stated above. All subcontractors shall be approved by Owner prior to start of work. Subcontractor will not be paid to perform the work described without Owner's prior written approval.

When requested by Owner, submit list of personnel with training or trade and credential, equipment owned, experience, previous similar Contracts including names and phone numbers and/or projects and persons to contact. Failure to submit information and/or documentation within 3 days after being requested, or the submission of incorrect information and/or documentation will be considered nonresponsive and result in recommendation of rejection of bid, and if after award of Contract, termination of Contract.

Contractor shall assume full responsibility and liability for compliance with the appropriate Federal, State, and local regulations pertaining to work practices, hauling, disposal and worker protection. Contractor shall hold the Owner harmless for failure to comply with any applicable work practices, hauling, disposal or worker protection measures or other regulation on the part of Owners employees, or subcontractors.

2. INFORMATION SUMMARY SHEET

Request For Proposal Title:	County Wide Time and Material Services – Multiple Contracts for Multiple Types of Work
Project Number:	5740-23000
RFP Issuing Office:	Department of Administrative Services – Facilities Management – Architecture, Engineering & Environmental Services
RFP Issue Date:	April 21, 2023
Pre-Proposal Meeting Time:	April 28, 2023 at 1:00 PM
Pre-Proposal Meeting Location:	Virtual meeting on Teams. Request Invite via email from michael.brill@milwaukeecountywi.gov
Deadline for Receipt of Questions:	May 5, 2023 at 5:00 PM
RFP Due Date:	May 12, 2023 at 2:00 PM
Notification to Contractor of Qualification:	June 2, 2023 (estimated date)
Contract Award:	July 5, 2023 (estimated date)

RFP / Bid Submission Location: RFP Administrator:

Michael Brill
Department of Administrative Services
Facilities Management Division
633 W. Wisconsin Ave., Suite 1000
Milwaukee, WI 53203
Phone: 414-426-3074
Email: michael.brill@milwaukeecountywi.gov

RFP can be found on Milwaukee County's website; "Bids and RFPs"
<https://county.milwaukee.gov/EN/Admin-Services/Bids-and-RFPs>

3. AGREEMENT LENGTH

The initial term of this agreement is for one (1) year. Contracts shall terminate on **July 31, 2024**, unless option for two (2) additional one-year extensions, by mutual agreement of the County and contractor is chosen. Milwaukee County reserves the right to cancel, without cause and without penalty or recourse, this agreement at any time.

4. TARGETED BUSINESS ENTERPRISE (TBE) REQUIREMENTS

(These requirements will apply to locally funded projects or purchase orders)

Community Business Development Partners (CBDP) is responsible for monitoring and enforcing the Milwaukee County Target Enterprise (TBE) Program for the inclusion of small businesses. Target firms include Disadvantaged Business Enterprise (DBE) firms certified under the Wisconsin Unified Certification Program following Federal regulations, Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) certifications from the State of Wisconsin Department of Administration (DOA), Small Business Enterprise (SBE) firms certified by Milwaukee County, and SBE firms meeting SBA size standards and listed in the SAM directory.

Meeting TBE project participation goals may be achieved utilizing any combination of TBE firms, whether DBE, SBE, MBE, or WBE certifications mentioned above. There are no percentage goals assigned directly to any of the types of firms. This allows for increased participation by providing opportunities for multiple certifications to be included in the project. TBE Primes will receive credit towards the goal for work they self-perform.

The Target Enterprise participation goal varies based on the for each contract. The goal is for each contract is provided in Section 01 10 00 - SUMMARY Article 1.10 of this RFP. This TBE participation will be required over the life of the contract, not on a project by project basis.

To be considered for this contract, you are required to submit known Subcontractor/ Subconsultant/ Supplier Information in your participation plan listing all known subcontractors as well as signed Commitment to Contract

with TBE form(s) (TBE-14), one for each of the TBE firms included to meet participation. TBE-14 forms must identify (1) the TBE firm by name and address, (2) the scope of work/services to be provided along with the proper North American Industry Classification System NAICS code(s).

The form is first completed and signed by the Prime, then forwarded to the TBE subcontractor for signature in the affirmation section. Signatures must occur in the proper date order sequence, or the form may be considered nonresponsive. CBDP is entitled to reject your participation plan for improperly completed forms. If you are not able to meet the goal, you must submit the TBE-01 Good Faith Effort with the participation plan.

Links to Directories for firms eligible for credit:

DBE:

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

MBE & WBE:

<https://supplierdiversity.wi.gov/Pages/Home.aspx>

Milwaukee County SBE:

<https://mke.diversitycompliance.com/>

SAM Directory for Federal SBE:

<https://sam.gov>

CBDP may be contacted at 414-278-4747 or cbdpcompliance@milwaukeecountywi.gov for assistance in identifying TBE firms and understanding the Milwaukee County Target Enterprise Program.

Adherence with prompt payment requirements is monitored through information entered into the Diversity Management and Compliance System, utilizing B2GNow software. Prime contractors/consultants are required to report payments received from the County and amounts paid to subcontractors/subconsultants. Subs will receive an automated e-mail requesting them to confirm the amounts and whether the terms of the prompt payment policy were complied with. There is no cost to the Prime or any subcontractor; the only requirement is to become a registered user and complete the one hour webinar training. The county will enter the initial contract into the system, and the Prime will enter all subcontractors including both TBE and non-TBE firms.

The Target Enterprise Utilization Specifications and forms to be used are included in the project manual.

6. BID DOCUMENTS

RFP can be found on Milwaukee County's website; "Bids and RFPs"
<https://county.milwaukee.gov/EN/Admin-Services/Bids-and-RFPs>

7. DEFINITIONS

The following definitions are used throughout the RFP:

- A. County means Milwaukee County Department of Administrative Services, Facilities Management Division
- B. Department means the applicable Milwaukee County Department with jurisdiction over the emergent work site
- C. Proposer/Vendor/Bidder/Contractor means a firm submitting a statement of qualifications in response to this RFP and not necessarily awarded.
- D. Wage Rate means sum of hourly basic rate plus hourly fringe benefits for each Trade or Occupation.
- E. Percent Markup include overhead Labor Insurance (which shall include Federal and State Unemployment Workers Compensation, and FICA Social Security Insurance and contributions paid by Employer Contractor for each employee), Bonds, Property Insurance, Comprehensive General Liability Insurance, Industry Programs, other expenses, and profit on "Wage Rate" and/or "cost".
- F. Bidding Documents include Bidding Requirements and proposed Contract Documents. Bidding Requirements consist of Invitation to Bid, Instructions to Proposers, Bid Forms, Entries, and other bidding and contract forms. Proposed Contract Documents consist of Form of Agreement between Owner and Contractor, Conditions of Contract (General, Supplemental and other Conditions), Drawings, Specifications and Addenda issued before execution of Contract.
- G. Definitions set forth in General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to Bidding Documents.
- H. Time when bids are due: Prevailing Central Time in force at Milwaukee, Wisconsin on date set forth in Bid Documents.
- I. Addenda: Written or graphic instruments issued by Architect prior to execution of Contract which modify or clarify Bidding Documents by additions, deletions, clarifications, or corrections.
- J. Bid: Complete and properly execute Bid Documents / Proposal Documents to do Work for percentages and/or sum stipulated therein, submitted in accordance with Bidding Documents. Bid means proposal.

END OF DOCUMENT

**DOCUMENT 00 20 00
INSTRUCTIONS TO BIDDERS**

1. DOCUMENTS

1.1 Use complete sets of Bidding Documents in preparing Bids; neither Owner nor Architect assumes responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.

1.2 In making copies of Bidding Documents available on above terms, Owner and Architect do so only for purpose of obtaining Bids on Work and do not confer a license or grant permission for other use of Bidding Documents.

2. BIDDER'S REPRESENTATION

2.1 Bidder, by making a Bid, represents that:

2.1.1 Bid is made in accordance with Bidding Documents which Bidder has read and understands.

2.1.2 Bidder has read and understands Contract Documents to extent that such documentation relates to Work for which bid is submitted.

2.1.3 Bidder has become familiar with conditions under which Work is to be performed and has correlated Bidder's personal observations with requirements of proposed Contract Documents.

2.1.4 Bid is based upon annual time and material contracts as directed by Owner.

3. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.1 Milwaukee County Time and Material Coordinator shall receive requests for clarification or interpretation of Bidding Documents in writing at least seven days before Bid Due Date time.

3.2 Interpretations, corrections, and changes to Bidding Documents will be made by written Addenda; interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding.

3.3 Failure to request clarification or interpretation of Contract Documents will not relieve Contractor of responsibility for compliance with Contract Documents. Signing of Agreement will be considered as indication that Contractor has thorough comprehension of full intent and scope of Contract Documents.

4. SUBMISSION OF BIDS

4.1 Proposers must submit one (1) electronic version of all materials required for acceptance of their RFP proposal. Submission must be emailed to RFP administrator prior to submission deadline indicated on the 'Information Summary Sheet'.

4.2 Proposals shall be organized and presented in the order and by the number assigned in the RFP. Proposals shall be organized with each heading and be clearly

marked and separated by tabs or otherwise clearly marked. Failure to provide any requested information your proposal will be considered unresponsive.

5. PROPOSAL CONTENTS

5.1 Your responses should be submitted as follows:

Cover Sheet for Proposal

Part A. Company Information:

1. **Company Profile / Current Certifications/Business Information, History and Structure**
2. **Business Experience / Employee Trades or Occupations**
3. **Number of Employees / Major Equipment Owned**
4. **Major Projects in Progress / Major Projects in the Last 5 years / References**
5. **Past Performance on similar projects with other entities and similar projects w/ Milwaukee County/Professional References**
6. **Timeliness/Approach to Projects**
7. **Subcontractors Planning to Use and Description**

- a. See General and Supplementary Conditions for listing of Subcontractors.
- b. List Subcontractors on Subcontractor/Subconsultant/Supplier Information with Bid Entries in accordance with Requirements of the General Ordinance of Milwaukee County, Chapter 44, Paragraph 44.07 (c), which reads as follows:

(c) *List of Subcontractors.* Each bidder shall submit with the bid a list of subcontractors (or material suppliers when required by the bid documents), with whom it proposed to contract and the class of work to be performed by each. To qualify for such listing, each subcontractor must first submit a bid in writing to the contractor at least 48 hours prior to time of bid closing. The list shall not be altered without written consent of the county. A bid shall not be invalid if any subcontractor and the class of work to be performed has been omitted. The omission shall be considered inadvertent or a representation that the bidder will perform the work. If inadvertent, the bidder shall supply the list of subcontractors or material suppliers within three (3) working days from date and time of bid opening. Bid may be rejected upon failure to comply.

8. Addendum Receipt(s)

- a. Acknowledge receipt of Addenda issued on Bid submittal entry or bid may be rejected.

Part B. Cost Submittals (see Document 00 41 00)

1. **Cost Proposal Form** ** Please include this document as a separate file in addition to including it in the RFP package. **

Part C. Miscellaneous Submittals (see Document 00 43 00)

1. Bidder's Certificate

2. Qualifications Affidavit

- a. Signed. If Qualification Affidavit is not submitted with bid, bid will be rejected.
- b. Prime Contractors submitting a Bid shall be Qualified by Milwaukee County prior to submitting a Bid. Bidders shall be qualified in accordance with Chapter 43 of the Milwaukee County Ordinances.
- c. In accordance with Chapter 43 of the General Ordinances of Milwaukee County, a Contractor Qualification Statement must be on file no less than five (5) days before bid closing date in order to qualify to submit a bid on a project.
- d. Qualification Statements are only requested for Prime Contractors. If you are going to be a supplier or subcontractor you need not be on the qualification list.
- e. The Statement will be in effect for a three (3) year period commencing on the day of filing a completed statement.
- f. Section 43.02 (4) states that "The Contents of the Statement shall be confidential and shall not be disclosed except by the written authorization of the Contractor furnishing the same, or for use by Milwaukee County in qualifying the Contractor, or in cases of action against or by the Contractor or Milwaukee County".
- g. Prime Contractors that wish to continue to be on the Contractor Qualification list shall update their Qualification Statement online using the Milwaukee County "B2GNow" software at the Milwaukee County web site link below. This must be completed and approved before the Prime Contractor (3) year period expiration date if the Contractor intends to bid as prime contractor on Milwaukee County projects. Contractor shall provide all requested information electronically. Paper copies will not be accepted.

<https://mke.diversitycompliance.com/FrontEnd/StartRegistry.asp?TN=mke&XID=8020>

3. Equal Employment Opportunity Certificate

4. TBE-14 Commitment to Contract with TBE ** Please include this document as a separate file in addition to including it in the RFP package. **

5. Power of Attorney

- a. Scanned certified and effective dated copy of Power of Attorney to each bid entry or Contract bond by Attorney-in-Fact executing documents.

6. Bid Bond

- a. A certified bank check or bid bond payable to Milwaukee County in amount of \$1,000 shall accompany each Contract bid as a guaranty that, if bid is accepted, bidder will submit signed Contract and Performance Bonds within 10 days after contract award. Company executing bid bonds shall be licensed to do business in Wisconsin. Checks will be cashed.
- b. Bid bond or check copy shall be scanned and uploaded with Bid entry. Copy of appropriate bid bond and check will be accepted at time bid entry is submitted, provided that original signed and sealed Bid bond or check is filed in office of Architecture, Engineering and Environmental Services Section, 633 West Wisconsin Avenue, Suite 1000, within 3 business days after apparent low bidder is notified that its bid has been recommended by Department of Administrative Services for acceptance.

- c. Bid deposits will be returned upon receipt of signed Contract. Upon receipt of Contract, Bidder has 10 days, or such additional time for which there exists an excusable delay approved by Department of Administrative Services, to return signed Contract and Performance Bond or bid guarantee shall be forfeited as liquidated damages (Chapter 44 of Milwaukee County General Ordinances).
- d. Checks will be released for refund within 7 days after signed Contract is received by Owner. Allow 2 weeks for Owner to issue refund check.

6. ADDITIONAL REQUIREMENTS

The following items are requirements to be followed for this contract. No information is required to be submitted in the proposal. By signing the Bidder's Certificate, the bidder is confirming that they have read and understand these conditions.

- 6.1 No bids may be withdrawn for 60 days after bid due date.
- 6.2 Owner reserves right to reject bids, to waive informalities in bid or to accept bid which will be to best interests of Owner.
- 6.3 Bidders attention is called to the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity" contained in bid documents.
- 6.4 In case of tie bids, local (having business located in Milwaukee County) Bidder will be given preference and offered award of Contract. If tie Bidders are local businesses or none of the tied Bidders are local businesses, Bidders will be decided by a random drawing. Owner will designate an employee to draw Bidder name from a hat and selected Bidder will be offered award of Contract. Bidders may be present for drawing and shall be bound by results of drawing.
- 6.5 Bidders shall follow Milwaukee County Code of Ethics as follows: No person(s) with a personal financial interest in the approval or denial of a Contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that Contract during its consideration. Contract consideration shall begin when a Contract is submitted directly to a County department or to an agency until the Contract has reached final disposition, including adoption, County Executive action, proceeding on veto (if necessary) or departmental approval.
- 6.6 **Bidders shall include a minimum of 50% employment of the Contract labor force with employees that reside within Milwaukee County.** The basis for residency shall be the percentage of gross payroll dollars expended on the project. By executing the Bidder's Certificate, bidder understands that Milwaukee County will only award Contracts to bidders that agree to the residency requirement and will impose penalties and fines including but not limited to withholding payment, Contract termination and debarment from bidding for non-compliance.
- 6.7 There is no guarantee of work and no exclusivity for work.

7. MANDATORY SUBMISSION EVALUATION

- 7.1 The proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements will result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information will be rejected as non-responsive. The Proposer assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFP.

8. PROPOSAL SCORING

- 8.1 An Evaluation Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation. A proposer may not contact any member of an evaluation committee except at the RFP Administrator's direction. These proposals will be reviewed by an evaluation committee and scored against the criteria outlined in the RFP.
- 8.2 Proposal scoring: The Evaluation Committee shall conduct its evaluation of the merit of the all-proposer's responsive proposals. The process involves review of submitted responses to the evaluation criteria and associated questions as outlined in the RFP to assess each vendor's proposal. The criteria that will be used by the Evaluation Committee for the technical evaluation of this RFP are outlined below. Points for each of the 2 categories will be the used within the formula provided in the RFP to calculate a total proposal score. The award will be made to the highest and each subsequent next lowest proposal until Milwaukee County determines the number of contractors with an award is sufficient to handle the anticipated emergent work.
- 8.3 Oral presentations may be requested by Milwaukee County of the lowest scoring proposer(s). If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided.
- 8.4 Following final evaluation, the Committee will make a recommendation to Milwaukee County's Director of Facilities Management as to whose proposal(s) is (are) determined to provide the best value to Milwaukee County.
- 8.5 The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to contract with more than one proposer, reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Executive.

9. RFP EVALUATION CRITERIA

- 9.1 The evaluation panel will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion. The criteria will be applied to each proposer for each contract type.

<u>Maximum Points</u>	<u>Criteria</u>
40%	Proposal Contents- Part A Company Information <ul style="list-style-type: none"> • Company Profile / Current Certifications/Business Information, History and Structure • Business Experience / Employee Trades or Occupations • Number of Employees / Major Equipment Owned • Major Projects in Progress / Major Projects in the Last 5 years / References
40%	Proposal Contents- Part B. Cost Submittals – Labor Mark Up % Qualified Respondents will be ranked based on hourly rates as proposed through the 00 41 00 Cost Proposal Form. A singular labor markup % to hourly rate must apply to and all labor, whether performed by prime or subcontractor.
20%	Proposal Contents- Part B. Cost Submittals – Material Mark Up % Qualified Respondents will be ranked based on Material Mark Up as proposed through the 00 41 00 Cost Proposal Form. A singular materials markup rate must apply to and all materials, whether bought by prime or subcontractor.
100	Total
Pass/Fail	Proposal Contents- Part C. Miscellaneous Submittals

- 9.2 The Time and Material contracts will be awarded based on the Proposals determined to be the most advantageous to Milwaukee County, in its sole discretion, after consideration of the Evaluation Criteria and other requirements set forth in this RFP. Work is to be assigned based on manpower needs and hourly rate rankings provided submitter meets all proposal requirements.

10. EXCEPTIONS

- 10.1 Review the RFP in its entirety and indicate any exceptions you are taking to requirements defined in the RFP. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the

Respondent. Alternative language is subject to negotiation and/or approval. Any and all exceptions must be stated in your proposal.

11. RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

11.1 The County reserves the right to reject any and all proposals

12. INTENT TO AWARD

12.1 Upon conclusion of the Request for Proposal (RFP) process, one or more responsive, responsible bidders will be determined. An Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the selected proposer(s), at its option, regarding the terms of a contract and other issues to be incorporated into the contract. Milwaukee County reserves the right to proceed with contract negotiations with the other responsive, qualified bidders to provide service. Prior to execution of any final agreement, Facilities Management shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors, if required. An agreement will only be fully executed following final approval by the County Board of Supervisors and County Executive, as and if required.

13. INFORMATION RELEASE

13.1 All materials submitted become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

13.2 Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of Milwaukee County.

13.3 Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

14. APPEAL

14.1 Protests and appeals related to this RFP after issuance of an "Intent to Award" are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 110. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

15. WAGE RATES

15.1 Bid percentages will be acknowledged to maximum decimal place. Numbers beyond 1 decimal place will be ignored, except in case of a tie bid. Example: If bid

is 12.387, only 12.3 percent will be used in bid evaluation and payments, unless there is a tie bid.

15.2 Labor cost reimbursement shall follow requirements outlined in Section 01 20 00 - Price and Payment Procedures.

16. MODIFICATION OR WITHDRAWAL OF BID

16.1 Bidder may modify its bid and submit new bid entries before the time bids are due. Bidder claiming error or omission after bid due time shall immediately notify Department of Administrative Services and bid shall be voided; bidder shall not be eligible to bid on Work unless it is rebid.

16.2 If error or omission is discovered after bid due time, immediately give written notice to Department of Administrative Services and present clear and satisfactory evidence that it was not caused by carelessness in examining bidding documents. In accordance with Department of Administrative Services procedures, bid shall be voided without bid deposit forfeiture.

16.3 Bid may not be modified, withdrawn or canceled by Bidder for a period of 60 days after time and date designated for receipt of Bids.

16.4 Upon authorization of awarding authority, contracts shall be effective upon execution by Contractor and County and compliance by Contractor with performance bond and insurance requirements. Fulfillment of these conditions shall be documented by issue of a Notice-to-Proceed from Department of Administrative Services to Contractor.

17. PERFORMANCE BOND AND PAYMENT BOND

17.1 Selected Bidder for each contract shall furnish bonds using Milwaukee County document Public Improvement Performance/Labor and Material Payment Bond covering faithful performance of Contract and payment of obligations arising thereunder. Bonds furnished with signing of Agreement shall be for the amount indicated in Section 01 10 00 - SUMMARY Article 1.10. Should total amount of work awarded to Contractor under this contract exceed that level, Contractor shall furnish surety company bond for remaining amount of each bond equal to one hundred (100) percent of the Contract Sum for Work requested by Owner as indicated in A201.

17.2 Bonds may be secured through Bidder's usual source and shall be written in amount stated above. Deliver required bonds to Owner with Contract.

17.3 Bonds shall be issued by a Surety licensed to do business in Wisconsin and shall be dated on or after date of Contract.

17.4 Require Attorney-in-Fact who executes required bonds on behalf of Surety to affix thereto a certified and current copy of Power of Attorney which shall state monetary limit.

END OF DOCUMENT

**DOCUMENT 00 25 00
PRE-BID MEETING**

PART 1 - GENERAL

1.1 PRE-BID MEETING

- A. One optional Pre-proposal meeting will take place on Teams (virtual) on April 28, 2023 at 1pm. Contact RFP Administrator via email no less than 24 hours prior to meeting for link to attend meeting.
- B. Contractors who are interested in the Work may attend the pre-bid conference.

END OF DOCUMENT

**DOCUMENT 00 41 00
COST PROPOSAL FORM**

PART 1 - GENERAL

1.1 DOCUMENT INFORMATION

- A. Bidder shall include the attached form in proposal.

END OF DOCUMENT



Milwaukee County
TIME AND MATERIAL

COST PROPOSAL SUMMARY FORM

Contact Name / Time and Material Type: _____

Contact Number: _____

Contact Information

Firm Name: _____

Primary Contact: _____ *Name* _____ *Phone/E-Mail*

Rate Information

Labor Mark Up _____ % - singular labor markup % to hourly rate must apply to and all labor, whether performed by prime or subcontractor.

Material Mark Up _____ % - singular materials markup rate must apply to and all materials, whether bought by prime or subcontractor.

If bidding on multiple T&Ms, fill out one Cost Proposal Summer Form for each contract / T&M type and submit in a separate proposal for each.

**DOCUMENT 00 43 00
PROCUREMENT FORM SUPPLEMENTS**

PART 1 - GENERAL

1.1 DOCUMENT INFORMATION

- A. The procurement form supplements listed in Section 1.2 A below and attached to this document are to be submitted with proposal.
- B. Contractor Residency Program Provisions Document 00 73 50 provides detailed information on the residency program.
- C. Additional information regarding the Equal Employment Opportunity Certificate is located in Document 00 73 36.

1.2 FORMS

This section contains the following documents:

A. FORMS/DOCUMENTS REQUIRED WITH PROPOSAL

- | | |
|--|---------|
| 1. Bidder's Certificate | 1 page |
| 2. Contractor Qualification Affidavit | 1 page |
| 3. Equal Employment Opportunity Certificate | 1 page |
| 4. TBE Utilization Specifications (TBE-00) | 3 pages |
| 5. Certificate of Good Faith Efforts (TBE-01) (submit if applicable) | 4 pages |
| 6. Proposed Subcontractors Form (TBE-02) | 1 page |
| 7. Commitment to Contract with TBE (TBE-14) | 2 pages |

END OF DOCUMENT

BIDDER'S CERTIFICATE

Section 66.0901(7), Wisconsin Statutes

_____ certifies that they have examined and carefully prepared this bid from Bid Documents and have checked same in detail before submitting bid to Milwaukee County.

In submitting this bid, the bidder also acknowledges, understands, and agrees that the submission of a bid shall commit the bidder to comply with Milwaukee County's requirements as outlined in the Contractor Residency Program provisions for any projects that are County funded.

(Signature of Authorized Representative)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

(Notary Public)

CONTRACTOR QUALIFICATION AFFIDAVIT

State of _____

County of _____

_____ being duly sworn, deposes and
(Name)

states that they are the _____ of
(Official Capacity)

(Name of Firm)

and that Contractors Qualification Statement filed with County

Clerk on _____ for said firm remains true and

correct. I understand that the willful falsification of information may result in a civil or criminal penalty pursuant to Chapter 101 Statutes.

(Signature and Title)

Subscribed and sworn to before me this _____ day of _____,
20_____.

My commission expires _____, 20_____.

(Notary Public)

If a qualification statement has been filed more than 3 years before the opening of this bid, submit a new qualification statement not less than five days before the opening of this bid.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR MILWAUKEE COUNTY CONTRACTS

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other-specify) _____ (Henceforth referred to as VENDOR) certifies to MILWAUKEE COUNTY as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees; notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract

Affirmative Action Program

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

Non-Segregated Facilities

VENDOR certifies that it does not and will not maintain or provide for its employees and segregated facilities at any of its establishment, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Subcontractors

VENDOR certifies that it has obtain or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any sub-contracts, and that it will retain such certifications in its files.

Reporting Requirements

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures in Title Code 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with ANY one of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Audit Services Division, 633 W. Wisconsin Avenue, Suite 904, Milwaukee, Wisconsin 53203. If a current plan has been filed, indicate where filed and the year covered _____
Please provide proof of your AA Plan approval.

VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

VENDOR certifies that it has _____ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and _____ employees in total.
(No. of employees) (Total No. of employees)

Compliance

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this _____ day of _____ 20__ by:

Firm Name _____

WARNING: An unsigned form shall be considered as a negative response.

Address _____

City, State, Zip _____

By _____

Telephone _____

(Signature)

(Please Print Name Here)

(Title)



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION SPECIFICATIONS for CONSTRUCTION

1. The award of the contract is conditioned upon achieving the project's Targeted Business Enterprise (TBE) participation goal of __%. Firms that qualify as a TBE include DBE firms certified by and listed in the Wisconsin Unified Certification Program (UCP) directory, MBE and WBE firms certified by the State of Wisconsin DOA and listed in the directory, SBE firms certified by Milwaukee County and listed in the Milwaukee County directory, and SBE firms that meet the SBA size standards and are listed in the SAM directory. All firms must be certified prior to the bid submission deadline. A firm certified in another state must be certified by the Wisconsin UCP or State of Wisconsin DOA prior to submission of bid.
2. **TBE Participation:** Participation is based upon the total dollar value of your base bid less allowance. Participation must be maintained throughout the contract, including additional contract work such as: acceptance of alternates, negotiated procurements, change orders, addendums, and use of allowances. TBE Prime self-performance may be counted towards the goal.

BID CONSIDERATIONS

3. The County may reject your bid if it does not include the **Commitment to Contract with TBE (TBE-14)** form(s), one completed for each of the firms you are including for participation. The Prime must indicate the dollar amount of work to be provided to the subcontractor, sign the form, and have the TBE firm sign the form in the affirmation section prior to submittal of bid.
4. If awarded the contract, you will enter into a contractual agreement, directly or through subcontractors, according to the **Commitment to Contract with TBE (TBE-14)** form(s) provided with your bid. Copies of the executed contract(s) or purchase order(s) will be submitted to the County.
5. TBE participation credit is calculated as follows:
 - a. All of the identified scope(s) of work must have a commercially useful function in the actual performance of the contract and work must be performed directly by the TBE with their own employees.
 - b. One hundred percent (100%) for the work performed by a TBE subcontractor. If a TBE subcontracts a portion of work to another firm, the value of the subcontracted work may not count if the dollar amount of the work represents a majority of the TBE contract amount. Material, equipment and supplies provided and installed (put into use) by a TBE also count dollar for dollar toward the goal (100%).
 - c. One hundred percent (100%) for products manufactured by a TBE. TBE manufacturers operate or maintain a facility that produces goods from raw materials, or substantially alters the materials or supplies.
 - d. One hundred percent (100%) for materials supplied by a TBE dealer/distributor.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

Dealer/distributors own, operate, or maintain stores, warehouses, or other establishments where materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. Regular dealers in bulk items such as steel, cement, gravel, stone, and petroleum products don't need to keep stock providing it owns or operates distribution equipment.

- e. One hundred percent (100%) for the fees or commissions charged for assistance in the procurement of material and supplies. Fees or transportation charges for the delivery of material or supplies by a TBE to a job site also count dollar for dollar toward the goal. The cost of the materials and/or supplies themselves will not be credited towards the TBE plan.

Brokers, Trade Agents and Manufacturers / Independent Sales Representatives arrange or expedite transactions without taking title of the goods being sold and receive a commission or fee for their service.

- f. One hundred percent (100%) for TBE trucking firms. The TBE must be responsible for the management and supervision of the entire trucking operation for which it has contracted. The TBE must also use trucks owned, insured, and operated by drivers it employs. The TBE may lease trucks from another firm, or an owner-operator, certified as a TBE. The TBE may also lease trucks from a non-TBE firm, or owner-operator, but credit will only be given for the fee or commission and not the trucking itself.
 - g. You must notify the County if any TBE contractor(s) sublet any portion of their work.
6. The County reserves the right to request supporting documentation from both you and any listed TBE. If you fail to respond within the time specified, the County may determine you to be non-responsive and remove you from further consideration for contract award.

FOLLOWING CONTRACT AWARD

7. The County reserves the right to conduct compliance reviews and request, both from you and your subs or suppliers, supporting documentation to verify TBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract specifications. If you fail to take corrective action as directed, the County will take one or more of the following actions:
 - a. Terminate or cancel your contract, in whole or in part;
 - b. Remove you from the list of qualified contractors, and refuse to accept future bids from you for a period not to exceed three (3) years;
 - c. Withhold contract payments to cover shortfall; and/or
 - d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

8. You must submit copies of the executed subcontract agreement(s) or purchase order(s) for each sub and/or supplier listed on the contract **REQUESTS FOR PAYMENT WILL NOT BE PROCESSED IF AGREEMENTS/PURCHASE ORDERS ARE NOT SUBMITTED.**
9. If the TBE sub(s) are unable to perform, or any other issues arise, you must immediately contact CDBP Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the TBE affected, and copy the County. This notice must state the reason for the request. The TBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. TBE contractors are also required to notify and obtain approval from the County prior to subletting work on this project.
10. **Requests for Payment:** You will enter payments received from the County and payments made to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the AIA Document **G703 - Continuation Sheet** work being performed by TBEs. Either a) place the word "TBE" behind the work item or b) break out the work done by TBEs at the end of the report. Failure to comply may result in withholding of payments, or enforcement of other sanctions including those listed in Section 7, above.
11. The County has a revolving loan program for **DBE** firms. If you have contracted with a DBE that is using these County funds, you must assist the County for repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
12. The County reserves the right to waive any of these specifications when it is in our best interest.



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
CERTIFICATE OF GOOD FAITH EFFORTS TBE**

Completion of this form is required for all bidders who have not achieved the participation goal. Submission of a complete form is a matter of responsiveness to this bid. Completion of all pages is required.

Guidance on completing these documents.

This guidance and information is provided to assist bidders in compliance with the provisions under all Milwaukee County Ordinances (MCTE) pertaining to the implementation of the target business enterprise program. Like all guidance material, these questions and answers are not, in themselves, legally binding or mandatory, and do not constitute regulations. They are issued to provide an acceptable means, but not the only means, of compliance with regulations and laws. The Milwaukee County CDBP program can be reviewed in more detail at: <http://county.milwaukee.gov/cbdp> including links to relevant regulations.

When Milwaukee County assigns a participation goal, you will make good faith efforts to meet this goal prior to submitting a bid or proposal in order to be responsive. If you haven't met the goal, you can document adequate good faith efforts toward that end. This means that you must show that you took all necessary and reasonable steps to achieve the participation goal. The County will make a fair and reasonable judgment as to whether you made adequate good faith efforts according to the following guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that were made. These efforts should be those that one could reasonably expect you to take if you were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Going through the motions by making phone calls to firms that you think should qualify is not good faith efforts to meet the project requirements. The County's determination concerning the sufficiency of your good faith efforts is a judgment call and meeting quantitative formulas is not required. The following is a list of types of actions the County considers as part of your good faith efforts. This isn't a mandatory checklist, nor is it all-inclusive. Other factors or types of efforts may be relevant in appropriate cases, see regulations for more information.

Did you contact Milwaukee County's Community Business Development Partners Department (CDBP) to assist in identifying certified firms for this project?

Contacting CDBP is essential in demonstrating good faith efforts to meet and/or exceed the participation goal assigned to this project.

Contact was made by: _____ Telephone _____ Email _____ Other _____

Date contacted: _____ CDBP Person Contacted : _____



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
CERTIFICATE OF GOOD FAITH EFFORTS TBE**

Certificate of Good Faith Efforts
--

This document is required to detail what your firm has done to meet this project's participation goal if the participation you have attained is less than the goal set for this project. Guidance as to acceptable 'good faith efforts' is found on the Guidance page of this spreadsheet. Failure to use and properly document good faith efforts to meet the assigned participation goal will result in the rejection of your bid/proposal. By submitting this document, you hereby acknowledge that I am authorized as the representative for the bidder/proposer on the following Milwaukee County Project and that we have provided documented proof of our good faith efforts to solicit, negotiate with and utilize certified firms to meet the participation goal of this contract as demonstrated by my response to the questions contained in this fully completed set of documents.

Prime Contractor Firm Name and Address	Authorized Representative	Email Address	Telephone Number	Other Contact Info	Is the Prime a TBE?

Project Number	Bid Number	Project Title	Total Contract Amount	DBE Total Project Percentage	
				Goal	Pledged

Provide a brief summary of why your firm is unable to meet the participation goal on this project.

**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
CERTIFICATE OF GOOD FAITH EFFORTS TBE**

Soliciting from Interested Firms

You must have solicited quotes in good faith from certified firms. List certified firm(s) that you have solicited to provide participation in this project. Documentation of information provided below will be required upon evaluation of a Good Faith Effort. 'Original Solicitation' and 'Solicitation Follow Up' with certified firms must be documented in written form (email or fax only).

<u>Firm Name</u>	<u>Describe Work Solicited</u> (NAICS codes from "Contractible Work Items")	<u>Date of Original Solicitation</u>	<u>Solicitation Method Used</u>	<u>Date of Follow Up Solicitation</u>	<u>Solicitation Follow Up Method Used</u>	<u>Quote Received Y/N</u>	<u>Quote Accepted (Y/N)</u>	<u>Reason for Rejecting Quote</u>



FIRM: _____ Project No: _____

SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

Milwaukee County requires the following collection of information on all subcontractors, sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be submitted with bid/proposal.

PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE

Name	CERTIFICATION DBE, MBE, WBE SBE or none	Address	Date Firm Established	Work or Service to be Performed

Note: Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

PROJECT No. _____ PROJECT TITLE _____

TOTAL CONTRACT AMOUNT (less allowances) \$ TBD TBE Goal: _____

Name & Address of TBE	Scope of Work Detailed Description	1) TBE Contract Amount	2) % of Total Contract
		TBD	TBD

- 1) The total project contract amount is an estimate based on the outcome of negotiation between the Prime and Milwaukee County. In some situations the TBE sub-contract amount **might NOT** be based on the total project contract amount.
- 2) The **percentage** is based on the eligible scope of services that TBE participation can reasonably be obtained; which might not be based on the total project contract amount. The commitment percentage is the key indicator of TBE participation. The **Pass/Fail** determination is based on the percentage stated in the RFP/BID. If the Prime is using one or multiple TBE companies the sum of the percentages **MUST** satisfy the minimum percentage stated in the RFP/BID. Note the percentage indicated on this document will be viewed by CBDP the Prime's **COMMITMENT** to the TBE company.

Bidder/Proposer Commitment (To be completed by firm committing work to TBE)

I certify that the TBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from the TBE firm listed herein.
 Prime Contractor/Consultant _____ Phone _____, or one of our subs, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

 Signature of Authorized Representative Name & Title of Authorized Representative Date

TBE Affirmation (To be completed by TBE Owner/Authorized Representative)

- I affirm that our company is certified as (check all certifications that apply)
 - _____ DBE by the Wisconsin Unified Certification Program certifying partners
 - _____ MBE by State of Wisconsin DOA
 - _____ WBE by State of Wisconsin DOA
 - _____ SBE by SBA Federal Size Standards, NAICS and registered in SAM
 - _____ SBE by Milwaukee County
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein. I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces. I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project. I affirm that our company meets one of the following requirements: Certified as DBE and listed in the Wisconsin UCP Directory, certified as MBE or WBE with the State of Wisconsin DOA, or SBE firm certified by Milwaukee County or meets the SBA size standards and is listed in the SAM directory.

 Signature of Authorized TBE Representative Name & Title of Authorized TBE Representative Phone Number Date

FOR CBDP USE ONLY

Commitment number ____ **of** ____ **Participation:** _____ **Project Total:** _____

 Authorized Signature Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

ADDITIONAL INFORMATION & REQUIREMENTS:

Links to Directories for firms eligible for credit:

DBE <http://wisconsin.gov/Pages/doing-business/civil-rights/dbe/certified-firms.aspx>

MBE and WBE <http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program>

Milwaukee County SBE <https://mke.diversitycompliance.com/Default.aspx>

SAM Directory for Federal SBE <https://www.sam.gov/portal/SAM/#1>

- 1. CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved TBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, or fee increases.
- 2. WRITTEN CONTRACTS WITH TBE:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subs, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named TBE firm and that they will be hired if you are awarded the contract by the County.
- 3. SUBSTITUTIONS, TBE SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the TBE affected, and send a copy to the County, stating the reason(s) for the request. The TBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any TBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. TBE firms are required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of TBE trucking firms, credit will be given for trucks leased from other TBE firms; however, if the TBE leases trucks from non-TBE firms, the commission or fee will be counted for crediting.
- 4. REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) or invoice for consulting the work being performed by TBE by either a) placing the word "TBE" behind the work item or b) breaking out the work done by TBEs at the end of the report. The successful Bidder/Proposer shall notify TBE firms of the date on which they must submit their invoices for payment.
- 5. TBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

If you have any questions related to the Milwaukee County Target Enterprise Program, please contact:

414.278.4851 or cbdpcompliance@milwaukeecountywi.gov

DOCUMENT 00 52 15

AGREEMENT FORMS – MULTIPLE WORK ORDERS

NOTE: This section contains the following document(s):

A121: Standard Form of Agreement Between Owner and Contractor where Work is provided under multiple Work Orders	52 pages
A121 Exhibit A: Determination of the Cost of the Work	5 pages
A221: Work Order for use with Master Agreement between Owner and Contractor	7 pages

The documents included here are samples of the agreements that will be used to execute this contract. This document includes Milwaukee County changes to the original AIA documents. Redlined versions of these documents are available upon request.

END OF DOCUMENT

DRAFT AIA® Document A121™ – 2018

Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

« »« »
« »
« »
« »

and the Contractor:
(Name, legal status, address, and other information)

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Contractor's scope of Work or establish payment terms or the dates of commencement of the Work or Substantial Completion. This document is intended to be used in conjunction with AIA Document A221™-2018, Work Order for use with Master Agreement Between Owner and Contractor.



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TABLE OF ARTICLES

1	MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
2	WORK ORDERS
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20	SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above (“Date of this Master Agreement”).

§ 1.2 This Master Agreement shall apply to all Work Orders agreed to by the parties within the term of this Master Agreement until completion of the Work Order. In the event of a conflict between terms and conditions of this Master Agreement and a Work Order, the terms of the Work Order shall take precedence for the Work provided pursuant to the Work Order.

§ 1.3 This Master Agreement will renew on an annual basis, after the one (1) year period, for a period not to exceed two (2) additional years, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least sixty (60) days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Work Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

<< >>
<< >>
<< >>
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§ 1.4.1 In each Work Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Work Order.

§ 1.5 The Contractor identifies the following representative authorized to act on the Contractor's behalf with respect to this Master Agreement:

<< >>
<< >>
<< >>
<< >>
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§ 1.5.1 In each Work Order, the Contractor will identify a representative authorized to act on behalf of the Contractor with respect to the Work Order.

ARTICLE 2 WORK ORDERS

§ 2.1 The Owner is not required to issue any Work Orders under this Master Agreement.

§ 2.2 The Contractor may decline to accept any Work Order issued by the Owner.

§ 2.3 The Contractor shall execute the Work set forth in each agreed upon Work Order, consisting of AIA Document A221-2018, Work Order, or such other document as the Owner and Contractor may mutually agree upon. Each Work Order shall state the name, location, and detailed description of the Project; identify the Architect; state the Contract Time; state the Contract Sum; describe the Work; and enumerate the Contract Documents.

§ 2.4 The Owner shall make the Contract Documents available to the Contractor prior to execution of the Work Order, and thereafter, upon request. The Owner may charge the Contractor for the reasonable cost to reproduce the Contract Documents provided to the Contractor.

ARTICLE 3 PAYMENTS

§ 3.1 Contract Sum and Progress Payments

§ 3.1.1 Each Work Order shall include a Contract Sum. The Owner shall pay the Contractor the Contract Sum in current funds in accordance with each individual Contract. Where the Contract Sum is based on the Cost of the Work under Section 3.3 or 3.4 of the Work Order, the Cost of the Work is defined in Exhibit A, Determination of the Cost of the Work.

§ 3.1.2 Applications for Payment will be submitted individually for each Contract.

§ 3.1.3 Based upon Applications for Payment for individual Contracts submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments based on approved amounts on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 3.1.4 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as set forth in the Work Order.

§ 3.1.5 Provided that an Application for Payment is received by the Architect and Owner not later than the «**thenth** (10th) » day of a month, and provided that Contractor has satisfied all other conditions precedent to payment required in the Contract Documents, the Owner shall make payment of the certified amount to the Contractor not later than the «**« thirtieth (30th) »** day of the « **next** » month. If an Application for Payment is received by the Architect and Owner after the date fixed above, payment shall be made by the Owner not later than « **thirty** » (« **30** ») days after the Owner receives the Certificate for Payment and Contractor has satisfied all other conditions precedent to payment required in the Contract Documents..

(Federal, state or local laws may require payment within a certain period of time.)

§ 3.1.6 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

« Until Work is 50 percent complete, Owner shall pay 95 percent of amount due Contractor on account of progress payments, less amount of notice of liens under laws of State of Wisconsin. At time Work is 50 percent complete and thereafter, and if head of department having jurisdiction over contract determines Contractor's performance and progress are satisfactory, and with consent of Contractor's Surety, Owner will authorize remaining partial payments be paid in full. At 50 percent completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10 percent of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the contractor. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by Contractor, and delivered to the Work or properly stored and suitable for incorporation in the Work embraced in the contract. »

§ 3.1.7 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« »

§ 3.2 Final Payment

§ 3.2.1 Final payment for individual Contracts or Work Orders, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 16.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, which documents have been reviewed by Owner, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price including and affidavit the payrolls for Contractor's employees, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner of the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, and an AIA Document G706-Contractor's Affidavit of Payment of Debts and Claims;
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 13.7.1.
- .4 a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner, and a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- .5 a final meter reading for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion are provided to the Owner;
- .6 the consent of surety has been obtained, if any, to final payment on an AIA Document G707 Consent of Surety to Final Payment;
- .7 the Contractor has submitted conditional final lien waivers from the Contractor and all of their subcontractors and suppliers to the Owner and evidence that claims have been settled;

- .8 a delivery of all warranties, manuals, and training has been made to the Owner; and
- .9 a recipient of a certificate of occupancy (or equivalent) from the applicable governmental authority.

§ 3.2.1.1 The amount of the final payment shall be calculated as follows:

- .1 Take the sum of the Cost of the Work substantiated by the Contractor's final accounting and the Contractor's Fee, but not more than the Guaranteed Maximum Price.
- .2 Subtract amounts, if any, for which the Owner withholds, in whole or in part, a final Certificate for Payment of the General Conditions or other provisions of the Contract Documents.
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 3.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment provided that all other applicable terms of the Contract Documents have been satisfied and, or as follows:

« Contractor is required to conform to all TBE/DBE Requirements set forth in Attachment A – Request for Proposal (RFP). Upon notification from Owner to the Contractor that the obligations under this Agreement have been completed, the Contractor shall within thirty (30) calendar days submit for payment a final invoice for any remaining unpaid charges. Should the Contractor fail to respond within the thirty (30) days, the Owner will assume no additional charges have been incurred. Owner will transmit to Contractor notice of termination of this Agreement with a check for any remaining retainage »

§ 3.2.3 Upon receipt of final payment, Contractor shall provide Owner with final unconditional lien waiver from all subcontractors, suppliers, and vendors within ten (10) days of receipt of payment.

§ 3.2.4 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an evaluation of the Cost of the Work or notify the Architect that it will not conduct an evaluation.

§ 3.2.5 The Owner will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 3.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 13.4.3. The time periods stated in this Section supersede those stated in Section 13.4.1. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 3.2.6 If the Owner's report the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 3.2.8 If, subsequent to final payment, and at the Owner's written request, the Contractor incurs costs, described in Exhibit A – Cost of Work, and not excluded by Article A.2 of Exhibit A, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Contract Sum or Guaranteed Maximum Price.

ARTICLE 4 DISPUTE RESOLUTION

§ 4.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 19.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 19.6 of this Master Agreement

Litigation in the Circuit Court of Milwaukee County, WI

Other: (Specify)

« Litigation or arbitration as decided by Owner, acting in its sole and absolute discretion, when the dispute arises. If chosen, litigation to be held in the Circuit Court of Milwaukee County, WI »

ARTICLE 5 GENERAL PROVISIONS

§ 5.1 The Work

The term “Work” means the construction and services required by the Contract Documents enumerated in a Work Order, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Work Order and related Contract. The Work may constitute the whole or a part of the Project identified in a particular Work Order. All Work shall be included in every respect, including all accessories.

§ 5.2 The Contract Documents

The Contract Documents are enumerated in each Work Order and consist of this Master Agreement; the Work Order executed by the Owner and Contractor (including, if applicable, Supplementary and other Conditions applicable to the Work Order); all Drawings, Specifications, and Addenda issued in connection with the Work Order; other documents listed in the Work Order; and Modifications issued after execution of the Work Order. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, then conflicts or discrepancies shall be resolved in the following descending order of priority: (i) Modifications and other approved revisions and addenda of later date take precedence over those of earlier date or original documents; (ii) this Agreement; and (iii) Drawings and Specifications, where Drawings govern Specifications for quantity and location and Specifications govern Drawings for quality and performance. If in direct conflict, within the Drawings themselves (a) large scale details shall govern over small-scale details and (b) something scheduled or noted shall take precedence over something drawn. In the event of ambiguity in quantity or quality, the greater quantity and the better quality shall govern.

§ 5.3 The Contract

The Contract Documents for each Work Order form a separate Contract for construction of the Work (“The Contract”). The Contract represents the entire and integrated agreement between the parties hereto for construction of the Work and supersedes prior negotiations, representations or agreements, either written or oral. A Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect’s consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties and the Owner shall be entitled to performance and enforcement of obligations under the agreement between Contractor and Subcontractors intended to complete the Work

§ 5.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their

respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials.

§ 5.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 5.5.1 The Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service including the Drawings and Specifications. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's, Architect's or Architect's consultants' reserved rights.

§ 5.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 5.6 and 5.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to a Project outside the scope of a Contract without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 5.5.3 Contractor shall indemnify, hold harmless and defend Owner, Architect, Architect's Consultants, from and against any claim, loss, damage or injury resulting from Contractor's or Subcontractor's: (1) unauthorized use of the Instruments of Service, including, without limitation, use of the Instruments of Service on any other project. This duty shall include the reasonable attorneys' fees incurred by Owner in enforcing the terms set forth in this section.

§ 5.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use (1) AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or (2) another format agreed by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 5.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without written agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or other format agreed to by the parties, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. All building information models shall conform to applicable standard of care for a design professional providing similar services on a project of comparable size, scope, and complexity.

§ 5.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 5.9 Notice

§ 5.9.1 Except as otherwise provided in Section 5.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission with delivery confirmation in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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§ 5.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 5.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Master Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to use the Contractor's best efforts to perform the Work in an expeditious and economical manner consistent with the Owner's interests.. Contractor shall endeavor to promote harmony and cooperation among the Owner, Architect, Contractor and all other persons and entities employed on the Project. Contractor hereby represents that it has the expertise and experience required for the Project and handling the bidding, negotiating, scheduling, cost control and contracting procedures in connection with the same. Contractor further acknowledges that it has visited the Project site, examined all conditions affecting the Work and is fully familiar with all of the conditions thereon and affecting the same.

§ 5.11 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 5.12 The Specifications

§ 5.12.1 The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 5.12.2 Any reference in the Specifications to codes, standard specifications or manufacturer's instructions shall mean the indicated date of a specific document or the printed edition of each in effect as of the date the Specifications are dated. If any of these codes, specifications or instructions changes between the time the Agreement is executed between the Owner and Contractor and the Specifications are issued to the Contractor, the cost and time for the Work shall be adjusted, if necessary, to account for any actual increases in the direct cost of the Work.

§ 5.12.3 In some Sections of the Specifications, as an aid only to bidding, work has been delegated to others, i.e., installed by electrician, mason, etc., or plumber, etc., or furnished and installed by electrician, mason, etc., or furnished under Millwork and installed under Carpentry, etc. This procedure is used to avoid bidding of an item twice or omitting it entirely. The Contractor has the right to shift sections, trades, etc., and it is the definite responsibility of the Contractor to delegate work or branches of work to proper trades in accordance with good practice and within jurisdiction of local building trades

§ 5.13 The Project Manual

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract, Specifications, and other supplemental information.

§ 5.14 Correlation and Intent of the Contract Documents

§ 5.14.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of any inconsistency among the Contract Documents, at Owner's discretion, the better quality or more stringent requirement shall apply.

§ 5.14.2 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 5.14.3 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 5.14.4 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 5.14.5 The general character and scope of Work is indicated by the Drawings. Where a portion of the Work is fully drawn and the remainder is merely indicated, the portion fully drawn shall apply to all similar parts of the Work to the extent it can be reasonably inferred.

§ 5.14.6 Lists of "work included" and "work excluded" are not intended to enumerate each and every item of work or appurtenant required. All work indicated shall be supplied except items specially noted as "by others", "by Owner," "not in contract," "existing," or similarly noted. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings and consistent with the Contract Sum, as defined in Article 4 of the Agreement, and the detail provided therein.

§ 5.14.7 Where items of material, equipment and labor are referred to in the singular, such item or items shall be provided in the number necessary for the proper completion of the Work.

§ 5.15 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

ARTICLE 6 OWNER

§ 6.1 Information and Services Required of the Owner

§ 6.1.1 [Intentionally Deleted]

§ 6.1.2 The Owner shall furnish all necessary surveys and a legal description of sites referenced in a Work Order.

§ 6.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Contractor shall notify Owner of any discrepancies or information which is lacking in the information provided by the Owner of which the Contractor is aware or reasonably should be aware.

§ 6.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 7.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 6.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, or fails to correct non-conforming Work within a reasonable time after receiving notice thereof, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 6.3 Owner's Right to Carry Out the Work and Other Remedies

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day (10-day) period after receipt of notice to stop work from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 13.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for

the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 19. The Contractor shall be liable for all impacts related to delays resulting from a stop Work order issued by the Owner based on the Contractor's failure to perform under this paragraph. The exercise of the Owner's right to stop Work pursuant to this Section 6.3 shall not result in an extension to the Contract Time.

§6.3.1 Each of the following shall constitute a default or an event of default by the Contractor:

- .1 The Contractor fails or refuses to comply with or perform, in whole or in part, any terms or conditions of the Agreement or the Contract Documents.
- .2 The Contractor fails to pay or cause to be paid (as applicable) any of its Subcontractors, supervisory staff or work force or any materials, labor, equipment, or other expenses incurred in the performance of the Work, when such payments are due in accordance with the agreements requiring such payment and all applicable laws.
- .3 The Contractor becomes insolvent, makes an assignment for the benefit of creditors, or commences any proceeding in bankruptcy, or any such proceedings are commenced against it and are not discharged within thirty days,
- .4 The Contractor abandons the Work, or reduces its management, supervisory staff or work force to a level that may not allow the Contractor to maintain the accurate progress of the services or the Work for the timely completion of the Project as determined by the Owner (including services during pre-construction as well as during construction), and including Work being performed prior to Substantial Completion as well as following Substantial Completion, until all punch list items are complete and the Project achieves Final Completion.
- .5 Contractor is otherwise in material breach of the terms of the Contract Documents.

§ 6.3.2 If the Contract is in the default or an event of default exists the Owner may elect to:

- .1 Direct the Contractor to comply with the terms of the Contract Agreement and/or Contract Documents.
- .2 Direct the Contractor to remove any defective or hazardous material or work, which Contractor shall do at its sole cost.
- .3 Accept any non-conforming work or materials, in which event Owner shall be entitled to a reduction in the Contract Sum for the reduced value thereof.
- .4 Immediately complete portions of or all of the Work in accordance with the Contract Documents.
- .5 Make payments directly to Subcontractors to satisfy the Contractor's obligations relating to the Work in accordance with the Contract Documents.
- .6 Withhold payments to Contractor or to any Subcontractor until the cause for the default or the event of default is cured to the satisfaction of the Owner, or in conformance with the Contract Documents.
- .7 Subject to the notice and cure period provided in Section 6.3 terminate the Contract pursuant to Section 18.1.2 and finish the Work by whatever method Owner deems expedient.
- .8 Have any other remedy to which Owner may be entitled under the Contract Documents, at law or in equity.

§ 6.3.3 The Owner's choice of a remedy shall not obligate the Owner to waive any other rights or remedies provided under the Contract Documents, or by law, against Contractor or its surety. Owner, at its option, may choose more than one remedy or choose one or more particular remedies at different times, without prejudice to any other remedies, and Owner may exercise any remedies in any sequence or combination.

§ 6.3.4 Contractor shall pay, immediately upon demand, all costs, losses, damages and expenses, including, without limitation, all costs and expenses incurred by Owner in Section 6.3.2 above, and all administrative, management, and overhead and other expenses and loss, including reasonable attorney's fees and expenses (herein sometimes collectively called "Costs"), incurred by the Owner in connection with any default by Contractor or exercise of any right or remedy upon Contractor's default. If Contractor does not pay the Costs immediately, the Owner may deduct all Costs from any unpaid portion of the Contract Sum. The liability of Contractor shall extend to include, without limitation, the full amount of Costs incurred, and obligations assumed in good faith under the reasonable belief that such Costs or obligations were necessary or required whether or not they were in fact necessary or required. An itemized statement of such obligations and payment shall be prima-facie evidence of Contractor's liability.

§ 6.4 Use of Owner's Utility Equipment and Systems

Use of existing utility mechanical and electrical/systems to provide heat, ventilation, plumbing, light and power may be permitted by the Owner, and the consumptive costs will be borne by the Owner. However, if the aforementioned equipment is not used and maintained in accordance with standard practices and uses of such equipment, the Owner will withdraw permission for use of the equipment, and the Contractor shall provide for utilities, equipment and systems at its own expense.

The Owner shall provide the Contractor with as much electrical power as is reasonably available without affecting the Owner's operation, or without incurring any reasonable costs. The Owner shall not be responsible for increasing or altering its existing power supply to accommodate the Contractor's operations. Should the Contractor's electrical power needs exceed or differ from that reasonably available through the Owner, the Contractor shall be responsible for satisfying its power needs through alternate power sources, at its own expense. Should the Contractor's use of the Owner's power cause any disruption to the Owner's operations, or pose a potential harm to the Owner's equipment, the Owner reserves the right to require the Contractor to take such action as is necessary to supply its power needs through alternate power sources.

§ 6.5 Owner Inspections

The Owner has the right, at all reasonable times and prior to acceptance, to inspect or otherwise evaluate the Work performed or being performed under this contract and the premises in which it is being performed. The Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Owner. All inspections and evaluations shall be performed in such a manner as will not unduly delay the Work. Any such inspections or evaluations do not constitute acceptance of the Work nor waive any rights of Owner under this contract.

If any of the services performed are not acceptable to the Owner as conforming to the requirements of the Contract Documents, the Owner may require the Contractor to perform the services again without cost to the Owner. When the defects in services and Work cannot be corrected by re-performance conforms to the Contract Documents and adjust the amount paid to the Contractor to reflect the reduced value of the services and Work performed.

Should the Contractor fail to promptly re-perform the services as directed by the Owner, the Owner may by contract or otherwise, re-perform the services and Work and the Contractor shall be liable for all costs incurred by the Owner in such re-performance. Such failure by the Contractor to promptly re-perform the service shall constitute a default under this Agreement.

§ 6.6 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing within the Work Order those representatives who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Article 8, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

ARTICLE 7 CONTRACTOR

§ 7.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor and all applicable Subcontractors and Suppliers shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 7.1.2 The Contractor shall perform the Work in accordance with the Contract Documents and Submittals approved pursuant to Section 7.9 herein.

§ 7.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 7.1.4 Review of Contract Documents and Field Conditions by Contractor

§ 7.1.4.1 Execution of a Work Order by the Contractor is a representation that the Contractor has visited the relevant site, become generally familiar with local conditions under which the Work is to be performed and correlated

personal observations with requirements of the Contract Documents. Familiarity with local conditions includes but is not limited to climatic, geographical and topographic conditions, as applicable to the Work Order. Execution of each Work Order is confirmation that the Contractor has assessed and is satisfied with the qualifications, suitability and availability of potential Subcontractors and labor, material and equipment suitability and availability to satisfy the requirements of the Contract Documents. In making its observations, the Contractor shall utilize any Owner provided information about the Project, Work or site, including, but not limited to, surveys, subsurface tests and data, the identification and location of hazardous substances and the condition and characteristics of structures on the site, unless Contractor has specific knowledge that the Owner provided information contrary to existing conditions. If that occurs, then Contractor shall ask for clarification from Owner or Architect. Whenever possible, the Contractor and all of its necessary Subcontractors, as appropriate, shall endeavor to verify existing field conditions that are visible (i.e., accessible through normal and customary methods of observation and investigation). Where existing field conditions are not visible (e.g., below grade) or concealed within construction assemblies, and existing items are indicated on the drawings, such items shall be considered as being shown schematically only, if so represented or designated as such by Architect.

§ 7.1.4.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 6.1.2, shall take and verify field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall, within 3 days, report to the Architect and Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

The Contractor shall carefully study all the Contract Documents including Specifications, Drawings, as well as any test information, existing conditions, historical data, conditions of permits and licenses, and other site-specific information as deemed necessary by the Contractor to fully understand the project's scope of Work. It is the responsibility of the Contractor to notify the Owner, in writing, of conditions or exemptions which are not included on the Contractor's Scope of Work.

§ 7.1.5 Except as specifically set forth in the Contract Documents, the Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall, within three days (3-days), report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 7.1.6 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 7.1.2 or 7.1.3, the Contractor shall submit Claims as provided in Article 19. If the Contractor fails to perform the obligations of Sections 7.1.2 or 7.1.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 19.1, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized such error, inconsistency, omission or difference and failed to report it to the Architect. If the Contractor performs any construction activity involving an error, inconsistency, omission or difference in the Contract Documents that Contractor knowingly recognized or should have reasonably recognized without such notice to the Architect and Owner, the costs for correction will be allocated among the responsible parties.

§ 7.1.7 The Contractor shall provide the necessary estimating and coordination services to evaluate the value engineering and cost savings options. Contractor shall not be entitled to an increase in the Contract Price for such

services. For those options the Owner approves as a lump sum adjustment, the Contract Price shall be reduced by the full amount of direct costs associated with the change through the Change Order Process.

§ 7.2 Supervision and Construction Procedures

§ 7.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall have the control over and shall be responsible for construction means, methods, techniques, sequences and procedures, and the safety precautions and programs in connection with the Work. The Contractor shall be responsible for its and its Subcontractor's failure to carry out the Work in accordance with the Contract Documents. The Contractor shall coordinate the sequence of the construction and the responsibilities of the Subcontractors and be responsible for the acts and omissions of the Subcontractors and their agents and employees.

§ 7.2.2 If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, and shall propose alternative means, methods, techniques, sequences, or procedures. The Owner shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Owner objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures, unless Contractor is negligent, intentionally causes misconduct, or acts recklessly.

§ 7.2.3 Contractor shall maintain a competent staff acceptable to Owner at the Project Site to coordinate and direct the Work and facilitate progress of the Subcontractors, and suppliers on the Project.

§ 7.2.4 The Contractor shall establish procedures acceptable to Owner for coordination among the Architect, Contractors, Subcontractors and suppliers, and the Contractor with respect to all aspects of the Project and shall implement such procedures.

§ 7.2.5 The Contractor shall review the adequacy of the Subcontractors' and suppliers' personnel and equipment and the availability of materials and supplies to meet the schedule on a daily basis. The Contractor shall take prompt remedial action when requirements of a contract are not being met.

§ 7.2.6 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors. The Contractor shall be responsible for inspection of the work performed, on a bi-weekly basis unless stated otherwise in the contract..

§ 7.2.7 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 7.3 Labor and Materials

§ 7.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Owner will not be liable to assume any responsibility for the damage to the Contractor's tools, materials and/or equipment except to the extent covered by any applicable insurance or to the extent that the Owner and its agents, employees or contractors are responsible for the damage.

§ 7.3.1.1 The Contractor shall make good faith efforts to inform the Owner and Architect of any value-engineering alternatives during the term of the Project. If the Owner approves, the Architect shall consider incorporation of such value-engineering alternatives, including the substitution of products, equipment or systems, at any time during the Project. In presenting such alternatives, the Contractor shall provide to the Owner and Architect a description of the alternate along with the standard product or system information to help in their evaluation of the alternative. Upon the request of the Owner or Architect, Contractor shall obtain any additional information that they feel is necessary for their evaluation of the proposed alternative. Based on the available information, the Contractor shall submit to the Owner and Architect the cost and schedule impact of the alternative. Any alternative approved by the Owner

shall be processed by a Change Order. The Contractor shall incorporate changes related to the approved alternatives according to the associated revisions to the Contract Documents, as issued by the Architect.

§ 7.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall remove, at the Owner's request, any of Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors from the Project that are unacceptable to the Owner.

§ 7.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 7.3.3.1 Where a definite material or method is specified, it is not the intention to discriminate against any "approved equal" product by another manufacturer. Rather, it is the intention to set a definite standard. Open competition is expected. The Contractor shall submit to the Architect the substitutions it proposes together with samples, complete evidence of quality and any credits that may accrue to the Owner for allowing the various substitutions. The Architect shall investigate all proposed substitutions, consult with the Owner for its review and approval, and render final decisions as is necessary to avoid any delay in the Work.

§ 7.3.3.2 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (iv) the adjustment, if any, in the time of completion of the Contract and the Project schedule in the event the substitution is acceptable; and (v) a statement setting forth that (a) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted to the Architect in sufficient time to allow no less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated herein.

§ 7.3.3.3 The Contractor shall ascertain that items offered as equals to specified items will fit the physical limits of space shown on the Drawings, and leave ample clearance for proper installation, operation and servicing of the item and all adjacent items.

§ 7.3.3.4 Materials and equipment proposed as substitutes for specified items may be rejected by the Architect and Owner.

§ 7.3.3.5 If during the performance of Work any materials or equipment specified in the Contract Documents become unavailable because of government restrictions or because of other market conditions (which are not the result of Contractor's delay in order or purchasing), the Owner, Architect and Contractor shall collectively suggest and consider alternatives and substitutes. The Architect shall then issue a final recommendation for consideration and approval by Owner. Such alternatives or substitutions shall not serve as a basis for an increase in the Contract Sum except in Owner's sole discretion.

§ 7.3.4 Contractor warrants that it has the requisite experiences and sufficient personnel to perform the services set forth in a skilled and professional manner; that employees of Contractor shall be adequately trained and supervised. Contractor shall ensure that each Subcontractor is uses on this Project shall have the requisite expertise and competent personnel to properly perform services for this Project. Contractor shall perform, and shall ensure that its subcontractors perform, adequate criminal background checks on their respective personnel. Upon request by Owner, any personnel without sufficient clearance in the sole but reasonable discretion of the Owner, may be removed from the site and substitute personnel provided at no additional charge or cost to the Owner.

§ 7.3.5 Materials and equipment accruing form Work removed shall be disposed of as follows:

.1 Reserved items which are to remain property of the Owner will be identified by the Owner as items to be stored. Items which remain property of the Owner shall be removed or dislodged from present locations in such a manner as to prevent damage which would be determined to re-installation and reuse, store such items where directed by Owner.

.2 Items not reserved shall become property of the Contractor and be removed by Contractor from the Owner's facilities. Contractor shall be responsible for the safe handling, storage, and disposal of all waste material off-site, on a timely basis. No trash or material shall be left on any roof or in any stairwell. All work areas are to be broom cleaned daily.

.3 Contractor is responsible for providing all the equipment, bins, containers, dumpsters, etc. for disposing of the Work's waste. Contractor is responsible for all costs associated with this disposal, including tipping, fees, hauling agreements, and the like.

.4 Contractor shall not utilize the Owner's disposal containers, bins, compactor systems, etc. without prior written consent by the Owner. Penalties for dumping project debris in Owner's disposal containers, bins, compactor systems, etc. can warrant a charge of five hundred dollars (\$500) per day.

.5 Work sites with multiple contractors working under different contracts should not dump waste on other contractor's waste disposal system. Owner is not responsible of additional waste disposal fees caused by contractors cross dumping on each other's systems.

§ 7.3.6 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall promptly remove any persons of whom Owner or Architect has a reasonable objection to their fitness for work.

§ 7.3.7 Contractor shall provide to Architect the required information for all materials and equipment which, pursuant to the Contract Documents must be approved by Architect. The Contractor shall provide such information to the Architect according to the submittal schedule included in the Construction Schedule, or, if not specifically included in the Construction Schedule, then timely enough to allow for Architect's review and to otherwise not cause a delay in the Project Schedule

§ 7.3.8 The Contractor shall employ only skilled labor on the Project capable of working harmoniously with all trades, crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbances.

§ 7.4 Warranty

§ 7.4.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 13.6.3. Notwithstanding any inspection or acceptance by Owner, Contractor warrants that all Work performed under this Agreement shall be in accordance with established industry standards, the Contract Documents, and all applicable Federal, State, and Local laws, and regulations. If for any reason it is necessary to deviate therefrom, written approval shall be first obtained from the Owner. Contractor shall perform the Work in a manner consistent with recognized good practice and in accordance with such detailed instructions as may be submitted by the Owner. The Contractor shall repair at his expense and in a timely manner any damage done to the Owner's equipment by the Contractor.

§ 7.4.2 Manufacturer's warranties and subcontractor's warranties shall not relieve the Contractor of any of its warranty obligations under the Contract Documents.

§ 7.4.3 The Warranty shall be for the duration of time stipulated within the Contract Documents. In the event that a specific duration is not identified in the Contract Documents the warranty period shall be one year from Owner

occupancy or substantial completion, whichever occurs first. If there is a conflict within the Contract Documents for the warranty period, the longest duration of time stated shall govern. As Work required on warranty is the complete, rework, repair or replacement of Work not properly performed, or the result of defective material or workmanship, the Owner will not compensate the Contractor or Subcontractors and material and equipment suppliers for the warranty Work.

§ 7.4.4 All warranty items are the responsibility of the Contractor. When warranty items occur, the Owner will notify the Contractor or appropriate Subcontractor. The Contractor shall cause Work to commence on any warranty items within seven (7) days. If the warranty item(s) are impacting safety or rendering the Project or a portion of the Project unfit for its intended use, the Contractor shall take any and all measures to resolve the warranty item(s) immediately. This shall include the acceleration of labor, material and equipment, all to implement the resolution, regardless of cost. All costs associated with the resolution of the warranty issue(s) shall remain the responsibility of the Contractor

§ 7.4.5 The Contractor's warranty under this Section is not exclusive, and any other express warranties stated elsewhere, may also be exercised by Owner at its option. In addition, the Contractor shall assign to the Owner all manufacturers' and suppliers' warranties, express or implied, respecting any part of the Work which Contractor or Subcontractors receive not later than at the time Final Payment is made. The assignments, copies of all warranties and all product operation manuals for proper use and maintenance of equipment shall be conveyed to the Owner prior to Final Payment for the Work (i.e., final retainage). Owner may, at its option, release final retainage for that portion of the Work for which all contract close-out requirements have been satisfied.

§ 7.4.6 The Contractor and any applicable Subcontractors agree, as part of its post completion Work and its warranty obligations, to participate in warranty walk-throughs at the Project Site with the Owner and its Architect eleven (11) months after Substantial Completion of each phase of the Work to identify warranty work and any other items which must be corrected to conform with the requirements of the Contract Documents.

§ 7.5 Taxes

§ 7.5.1 Contractor shall be exempted from state sales tax under the following conditions: "The sales price [of a normally taxable item] sold to a construction contractor who, in fulfillment of a real property construction activity, transfers the [item] to [a government entity, including Milwaukee County], if such [item] becomes a component of a facility in the State of Wisconsin that is owned by Milwaukee County. In this subsection, 'facility' means any building, shelter, parking lot, parking garage, athletic field, athletic park, storm sewer, water supply system, or sewerage and wastewater treatment facility, but does not include a highway, street or road. Contractor shall apply for the sales tax exemption and provide Owner with State sales tax exemption documentation.

§ 7.6 Permits, Fees, Notices, and Compliance with Laws

§ 7.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of a Contract and legally required at the time bids are received or negotiations concluded.

§ 7.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall obtain certificates of compliance, where required. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall notify the Owner in writing before the Work is performed. The Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. However, if the Contractor observes that portions of the Contract Documents are at variance therewith and promptly notifies the Architect and Owner in writing, necessary changes shall be accomplished by appropriate Modification. Any Modification shall be in accordance with Article 11. Notwithstanding the above, for those trades requiring licensed tradesmen, Work depicted for those trades shall be installed in a code conforming manner irrespective of references or representations in the documents to the contrary, at no additional cost to the Owner.

§ 7.6.3 During the performance of the Agreement, the Contractor agrees that Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, or physical or mental disability, or status as a Vietnam-era/disabled veteran; will so state in all solicitations or

advertisements for employees placed by or on behalf of Contractor; and will advise labor unions, worker representatives, and employees of this contractual commitment.

§ 7.6.4 Contractor represents and warrants that Contractor and Contractor's owners, employees, contractors, and subcontractors have not been convicted or charged with a criminal offense related to health care as defined by 42 U.S.C. 1320a-7(i), have not been listed by a federal agency as debarred, excluded, or otherwise declared ineligible for participation in federally funded health care programs as defined in 42 U.S.C. 1320a-7b(f) or subject to any final adverse action as defined under the Health Care Fraud and Abuse Data Collection Program.

§ 7.6.5 Contractor shall not employ illegal aliens. Contractor agrees to indemnify and hold Owner and its agents, servants, and employees harmless from all sanctions and penalties that may be imposed upon the Contractor and/or Owner and its agents, servants, and employees including cost of attorney's fees arising out of, related, to or in any way associated or connected with, the employment of illegal aliens while the Contractor is performing Work for the Owner. The responsibility of the Contractor to indemnify the Owner shall extend to acts or omissions of any of the subcontractors of the Contractor, or agents, servants, or employees.

§ 7.7 Allowances

The Contractor shall include in the Contract Sum for each Work Order all allowances stated in the Contract Documents for that Work Order. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Allowances shall be tracked separately on a monthly basis. A Change Order must be utilized to adjust Allowances amounts. The Change Order must detail the difference between purchase amount of the allowance, multiplied by final measurement of Work in place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal imperfections, and similar margins. Include installation costs in purchase amount only where indicated as part of the allowances. Include documentation to substantiate the distribution of any margins claimed. The Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

§ 7.8 Contractor's Construction Schedules

§ 7.8.1 The Contractor, promptly after executing a Work Order, shall submit, both as a PDF and in its native electronic format a Contractor's detailed project Construction Schedule for the Work in a critical path format per the requirements of Attachment "B", for the Owner and Architect's review and the Owner's acceptance. The Contractor shall obtain the Architect's concurrence for the portion of the detailed project Construction Schedule relating to the performance of the Architect's services. The detailed project Construction Schedule shall coordinate and integrate the Contractor services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities as well as identify major milestone items that could affect the Project's timely completion. Thereafter, the Contractor shall, at least weekly, or more often, if required by the Owner, update the detailed project Construction Schedule and submit it to the Owner and Architect, both as a PDF and in its native electronic format. The updated Construction Schedule shall also include the following: components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practical execution of the Work. The Owner reserves the right to provide a list of critical dates when Work at the site and/or interruption should be avoided.

§ 7.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to, and approved by, the Owner and Architect.

§ 7.9 Submittals

§ 7.9.1 Within ten (10) days of the Notice to Proceed, the Contractor shall provide a detailed Submittal Schedule which identifies all submittals for Shop Drawings, Product Data, Samples, and similar submittals to the Architect. Once the Architect accepts the Submittal Schedule, which shall not be reasonably withheld, the Contractor shall implement the Submittal Schedule. The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract

Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified related materials, field measurements, and field construction criteria, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Submissions which in the Architect's opinion are incomplete, contain numerous errors, or have not been adequately checked by the Contractor may be returned by the Architect for proper review and re-submittal.

§ 7.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 7.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 7.9.4 If there is a quantitative or qualitative difference between a submittal and the item identified in the Contract Documents, such difference shall be indicated in the submission.

§ 7.9.5 Contractor shall furnish an electronic copy, in a format acceptable to the Owner, and one (1) complete set (hard copy) of operating manuals containing the manufacturers' warranties and instructions necessary for maintenance and operation of each item of equipment and apparatus it furnishes under the Contract Documents, warranty information and any additional data specifically requested under the various sections of the Specifications for each division of the Work to the Architect for subsequent conveyance with all Contractors' manuals to the Owner at or before Final Payment. Documents shall be arranged in logical order, indexed and delivered in a format acceptable to the Owner.

§ 7.9.4 Requests for Information (RFI)

§ 7.9.4.1 The Contractor may submit requests for information to the Architect to help facilitate the Contractor's performance of the Contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.

§ 7.9.4.2 Each request for information shall be submitted to the Architect, in writing. The RFI form is to be agreed by Owner and Architect prior to use. Each request for information shall identify the specific sources which were reviewed by the Contractor in an effort to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

§ 7.9.4.3 All Requests for Information (RFI) shall be submitted to the Architect and the Owner for review. The Owner, at its sole discretion, may agree with the Architect's response, amend the response, or prepare its own superseding response. If the timely response to a RFI is critical to maintaining the Construction Schedule, it is the responsibility of the Contractor to annotate such on the RFI submittal a "provide a response no later than" date. The Owner may reply directly to the RFI if, in the judgement of the Owner, it is necessary to maintain the Construction Schedule.

.1 RFI requests shall be submitted in a timely manner, well in advance of related work, and allow sufficient time for the resolution of issues relating to the request for interpretation or clarification. Contractor shall schedule submission of the RFI so as to moderate and manage the flow of RFI requests. RFI's shall be submitted in a manner

consistent with the schedule and progress of the Work and shall not be submitted in a sporadic and/or excessive manner.

.2 RFI requests shall be numbered in a sequential manner and contain a detailed description of the areas of work requiring interpretation or clarification. Include drawing and specification references, sketches, technical data brochure, or other supporting data as deemed necessary by the Architect, for the Architect to provide the interpretation or clarification.

.3 RFIs submitted to the Contractor by Subcontractors, Contractors, suppliers, or other parties to the Work shall be reviewed by the Contractor prior to submission to the Architect. If the Architect deems that such RFI requests have not been adequately reviewed by the Contractor, such requests will be returned to the Contractor for further action. Subcontractor's RFI shall contain a "Proposed Solution".

.4 RFI requests shall not contain submittals, substitutions requests, routine communications, correspondence, memos, claims, or any information required by other areas of the Contract Documents. RFI requests containing such information will be returned to the Contractor without action by the Architect.

.5 RFI requests are limited to a request for interpretation or clarification of the requirements of the Contract Documents. Interpretations provided by the Architect shall not change the requirements of the Contract or the Contract Documents.

.6 If the Contractor determines that the Architect's response to an RFI gives cause for a change in the Contract or the Contract Documents, the Contractor shall promptly, within five (5) days, give written notice to the Architect of the request for adjustments. Requests for adjustments to the Contractor shall be submitted in a manner consistent with the terms and conditions of the Contract Documents.

.7 If the Architect, after review, determines that any RFI has been submitted in an incomplete manner, is unnecessary, or does not otherwise comply with the requirements of this Section, the RFI will be returned without action to the Contractor. The Contractor shall delete the original submittal date from the RFI Log and enter a new submittal date at the time of re-submittal.

§ 7.9.4.4 The Contractor shall maintain a log at the Project site that sequentially numbers and lists each request for information. This log shall contain the Drawing reference or Specification section to which the request pertains, the date of the request, to whom the request was made, by whom the request was made, the nature of the request, and the Architect's resolution thereof. This log shall be reviewed at each Project meeting and the status of the requests for information shall be made part of the minutes of such meeting.

§ 7.9.4.5 The Contractor shall provide the Owner's representative with a copy of each request for information.

§ 7.10 Use of Site

§ 7.10.1 The Contractor shall confine operations at the site(s) to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site(s) with materials or equipment. The Contractor shall not use drives and entrances for storage of materials. The Contractor shall schedule deliveries to minimize use of driveways and entrances, and schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site. The Contractor shall coordinate use of the site under the direction of the Owner. The Contractor assumes full responsibility for the protection and safekeeping of Products required under this Agreement, stored at the site. The Contractor may be requested to move any stored Products, under the Contractor's control, which interfere with operations of the Owner or separate contractor. The Contractor agrees to maintain the existing building in a weathertight condition throughout the construction period and must repair damage caused by construction operations and protect the building and its occupants during the Work.

§ 7.10.2 The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work Site, which are not to be removed and which do not unreasonably interfere with the Work required. The Contractor shall only remove trees when specifically authorized to do so and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Owner.

§ 7.10.3 The Contractor shall protect from damage all existing improvements and utilities at or near the Work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this specification or failure to exercise reasonable

care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, the Owner may have the necessary Work performed and charge the cost to the Contractor.

§ 7.10.4 The Contractor shall provide temporary protection against damage for portions of existing equipment and systems where work is to be done, materials handled, and equipment moved and/or relocated. The interior of existing structures shall be protected at all times, from damage, dust and weather inclemency. Wherever Work is performed, floor surfaces that are to remain in place shall be adequately protected prior to starting Work, and this protection shall be maintained intact until all Work in the area is completed.

§ 7.10.5 The Contractor shall dampen debris to keep down dust and provide temporary dustproof barrier partitions in existing structures where directed by the Owner and equip barrier partitions with hinged doors for access and block ducts and diffusers to prevent circulation of dust into occupied areas during construction. When local building Code requires temporary closures to have a fire rating, the design of the closures and the materials of which they are constructed shall be such as will provide the required fire rating.

§ 7.10.6 Contractor is permitted to load/unload equipment and materials in non-public entrance areas as designated by the Owner. Parking is allowed for loading and unloading only. All vehicles shall be removed as soon as the loading and unloading is complete and no vehicle shall be left unattended without prior notice to the Owner's representative. Unattended vehicles may be removed by the Owner at Contractor's cost.

§ 7.10.7 Contractor's personnel are not permitted to park in employee parking lots. Contractor vehicles are not to park on visitor lots. Contractor must obtain written approval from the Owner on a Parking Plan for the Project.

§ 7.10.9 Should the Contractor perform any work in an occupied building or space, or an area surrounding an occupied building or space, the Contractor shall minimize any disruption to the operations of the individuals and organizations occupying said building or space. Furthermore, the Contractor shall cooperate in good faith to schedule and conduct its work in a manner that will minimize any disruption and inconvenience to the organization, employees, and its visitors. The Owner reserves the right to immediately stop the Contractor's operation if in the sole discretion of the Owner's authorized representative, the Contractor's Work is unreasonably and adversely affecting the foregoing's operations.

§ 7.10.10 Interference with normal operation of the Owner's facility or equipment, and that of all contractors or subcontractors on the work site, shall be avoided. While working in occupied buildings and spaces, the Contractor shall make certain that all life/safety apparatuses and systems are protected from the Contractor's operations. The Contractor shall, to the maximum extent possible, make sure that the work of his contract does not affect the continuous operation of said life/safety systems.

§ 7.10.11 Should fire rated walls be required to be moved, punctured, or removed, the Contractor shall take all reasonable precautions to minimize any potential risk of harm during such operation. Protect all penetrations of rated partitions with a listed assembly for each particular rating and building material partition. At no time during the Contractor's performance, shall the Contractor subject the occupants of said building or space to an unreasonable risk of harm. The Owner will determine in advance whether such interference is unavoidable and will establish the necessary procedures under which the interference will be allowed.

§ 7.10.12 The Contractor is to maintain existing critical utility services for the facility at all times. Further, the Contractor shall provide temporary facilities, labor, materials, equipment, connections, and utilities to assure uninterrupted services. Contractors are not authorized to interrupt any utility service without prior written approval from the Owner's facility management staff. In addition, unless such written approval is granted, the Contractor is not to physically open, disconnect, or discontinue a utility service to or within the hospital. **THE FACT THAT THE CONTRACT DOCUMENTS INDICATE OR IMPLY THE SHUTTING-OFF OF ELECTRICAL CIRCUITS OR PIPING CONNECTIONS, NO SUCH WORK CAN BE PERFORMED WITHOUT PRIOR AUTHORIZATION BY THE OWNER.** Request for utility service interruption must be submitted in writing, and name of Contractor's representative who will be is responsible for the work being done.

§ 7.10.13 Use of equipment and tools that transmit vibrations and noises through the building structure, are not permitted in buildings that are occupied, during construction, jointly by patients or medical personnel, and Contractor's personnel, except as permitted by Owner. Keep roads clear of construction materials, debris, standing construction equipment, and vehicles at all times.

§ 7.10.14 Contractor shall take all measures and provide all material necessary for protecting existing property in affected areas of construction against dust and debris, so that equipment and affected areas to be used in the Owner's operations will not be hindered. The Contractor shall use dust barriers and filters to minimize the potential for dust and dirt entering occupied spaces. The Contractor shall be responsible for cleaning any dust or dirt equipment entering the occupied spaces. Contractor shall permit access to Owner's personnel and patients through other construction areas which serve as routes of access to such affected areas and equipment. The Contractor shall take all reasonable steps to protect all existing mechanical, electrical, plumbing, and life/safety systems and components from the Contractor's operations. At no time shall the Contractor's operations affect the longevity or life expectancy of the foregoing systems and components. The Contractor shall install all necessary filters and adjust or cover all registers and return air grills, so as to minimize any adverse effect the Contractor's operations may have on the HVAC system.

§ 7.10.15 The Contractor shall coordinate with the Owner to provide continuous access to life safety systems whenever any life safety systems are impaired due to the scope of work. The Contractor shall not impede or block any access to the building or space required by the occupant's operation, unless agreed to by the Owner. All access to the building or space shall be discussed and agreed to in advance with the Owner. At no time shall the Contractor block any required fire access.

§ 7.10.16 All Contractor employees and subcontractors working on this project shall report to the designated check-in location as stipulated by the Owner before starting Work in any area of the Owner's premises. The Contractor shall maintain a daily log sheet showing all Contractor and Subcontractor personnel present on the jobsite.

§ 7.10.17 The Contractor's use of the building's elevator(s) shall be coordinated in advance with the Owner. The Contractor shall take all necessary measures to protect the elevator(s) against damage. At no time shall the Contractor exceed the elevator's load limitations.

§ 7.10.18 Should the Contractor's operations require the removal of any exterior walls or windows, the Contractor shall take all necessary precautions to protect the building from materially adverse weather conditions, as well as do whatever is reasonable to reduce any unnecessary loss of cooling or heating.

§ 7.11.1 Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. The Contractor's responsibilities for restoration and other items include: Remove, cut, alter, replace, patch, and repair existing work as necessary to install new work. Except as otherwise shown or specified, do not cut, alter, or remove any structural work, and do not disturb any ducts, plumbing, steam, gas, or electric work without approval of the Owner. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to the Owner before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original existing construction, except as otherwise shown or specified.

§ 7.11.2 Upon completion of the Contract, deliver Work complete and undamaged. Existing work disturbed or removed as a result of performing required new Work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing Work.

§ 7.11.3 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 7.12 Cleaning Up

§ 7.12.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under a Contract. Upon completion of any Work, and before payment is made, the Contractor shall at its own expense and in a manner satisfactory to the Owner, dispose of all rubbish or other materials incident to the work, leaving the rights-of-way, easements, and other work areas free of all debris, and in a neat, clean, and safe condition in conformance with this paragraph and all applicable rules, laws, and ordinances. The Owner may direct the Contractor to provide immediate clean-up of the site and the Contractor shall comply at no additional cost to the Owner. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project on a daily basis. The Owner may direct the Contractor to provide immediate clean-up of the site and the Contractor shall comply at no additional cost to the Owner.

§ 7.12.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and the cost thereof shall be charges to the Contractor by deductive change order. The Contractor shall employ experienced workers or professional cleaners for final cleaning for all trades at the completion of the Work.

§ 7.13 Access to Work

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 7.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 7.15 Indemnification

§ 7.15.1 The Contractor hereby expressly agrees to defend, indemnify, and hold harmless the Owner from any and all claims, liabilities, obligations, damages, or causes of action of whatsoever kind or nature of injury to, or death of, any person (including indemnitee's employees), and for damage to or destruction of property (including indemnitee's property), resulting wholly from any or all negligent acts or omissions of the Contractor in connection with the performance of the Work covered by this Agreement, to the extent caused in whole or in part by acts or omissions of the Contractor, a Subcontractor employed by the Contractor and, anyone directly or indirectly employed by them or either of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by the Owner, or any other party indemnified hereunder. The Contractor shall not be obligated to indemnify the Owner for any such claims, liabilities, obligations, damages, or causes of action which are the sole result of the negligence of the Owner or its employees.. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 7.15.1.

§ 7.15.2 In claims against any person or entity indemnified under this Section 7.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 7.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts., and any other Construction Process which has the possibility of changing the Contract Value. This requirement shall be modified as information is available, in the interim, all items shall be assigned a rough order of magnitude (ROM) value by the Contractor until the actual value is known through quotes.

§ 7.16 Documents and Samples at the Site

§ 7.16.1 The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form and paper copy, if required, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of

the Work as constructed, and prior to final payment (i.e. final retainage). Owner may, at its option, release final retainage for that portion of the Work for which all contract close-out requirements have been satisfied.

§ 7.16.2 At completion of each phase of the Work, record drawings of all Mechanical and Electrical systems, if any, shall be submitted to the Architect, which indicate all field changes. Such submission is a condition precedent to payment of subsequent Applications of Payment.

§ 7.17 Contractor Responsibilities

§ 7.17.1 Construction Phase

§ 7.17.1.1 General

§ 7.17.1.1.1 For purposes of Section 12.1, The Construction Phase shall commence in accordance with the noticed to proceed signed by the Owner.

§ 7.17.1.1.2 The Contractor shall have the control over and shall be responsible for construction means, methods, techniques, sequences and procedures, and the safety precautions and programs in connection with the Work. The Contractor shall be responsible for its and its Subcontractor's failure to carry out the Work in accordance with the Contract Documents. The Contractor shall coordinate the sequence of the construction and the responsibilities of the Subcontractors and be responsible for the acts and omissions of the Subcontractors and their agents and employees.

§ 7.17.1.1.3 Contractor shall maintain a competent staff acceptable to Owner at the Project Site to coordinate and direct the Work and facilitate progress of the Subcontractors, and suppliers on the Project.

§ 7.17.1.1.4 The Contractor shall establish procedures acceptable to Owner for coordination among the Architect, Contractors, Subcontractors and suppliers, and the Contractor with respect to all aspects of the Project and shall implement such procedures.

§ 7.17.1.1.5 The Contractor shall review the adequacy of the Subcontractors' and suppliers' personnel and equipment and the availability of materials and supplies to meet the schedule on a daily basis. The Contractor shall take prompt remedial action when requirements of a contract are not being met.

§ 7.17.1.1.6 The Contractor shall provide temporary construction office and other temporary facilities requested for use by Owner, Architect, and Contractor at the Project site.

§ 7.17.1.1.7 The Contractor shall manage the mobilization of Subcontractors.

§ 7.17.1.1.8 The Contractor shall arrange for the delivery, storage, protection, and security of Owner-purchased materials, systems, and equipment.

§ 7.17.1.2 Administration

§ 7.17.1.2.1 The Contractor shall schedule and conduct meetings to at which the Owner, Architect, Contractor and appropriate Subcontractors can discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Contractor shall prepare and promptly distribute minutes to the Owner and Architect.

§ 7.17.1.2.2 Monthly Report

The Contractor shall provide to the Owner a comprehensive written report each month during which Work is performed. The project report shall include the following:

- .1 Construction progress report in terms of percentage of completion;
- .2 Project cost summaries, including allowance and contingency expenditures and cash-flow projections;
- .3 Progress of works (current month);
- .4 Planned works (upcoming month);
- .5 Updated Project schedule, in hardcopy and its native electronic file, including a written explanation of any major proposed changes to the Project Schedule;
- .6 Key stakeholder management activities;

- .7 Environmental, health & safety;
- .8 Quality;
- .9 Change order requests and change order summary, including internal Contractor changes;
- .10 Request for Information (RFI) logs;
- .11 Submittal logs;
- .12 An executive summary; and
- .13 All other information reasonably requested by the Owner.

§ 7.17.1.2.3 Daily Logs

The Contractor shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 7.17.1.2.4 Cost Control

The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and develop and maintain a commitment report, shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 7.17.1.2.2 above.

§ 7.17.1.2.5 The Contractor shall schedule and conduct meetings to at which the Owner, Architect, Contractor and appropriate Subcontractors can discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Contractor shall prepare and promptly distribute minutes to the Owner and Architect.

§ 7.17.1.2.6 The Contractor shall receive, review, and approve all certificates of insurance, lien waivers, and similar information obtained from each Subcontractor and supplier for compliance with the requirements of this Agreement and the applicable subcontract or supply agreement and shall forward copies, to the Owner.

§ 7.17.1.2.7 In collaboration with the Architect, the Contractor shall establish and implement procedures for expediting the processing and approval of shop drawings and samples.

§ 7.17.1.2.8 The Contractor shall secure and transmit to the Owner all required Project close-out documentation and turn over to the Owner all keys, manuals, record drawings, maintenance stocks and other documentation required in the Contract Documents. The Contractor shall coordinate the collection of the Subcontractor field-annotated record drawings and shall mark up a consolidated print for the Architect's use.

§ 7.17.1.2.9 The Contractor shall prepare and deliver to the Owner a final accounting for all cost incurred prior to final payment.

§ 7.17.1.2.10 The Contractor acknowledges the high importance that the Owner places on safety. The Contractor shall create a safety program for the Project (the "Contractor's Safety Program"). The Contractor's Safety Program shall be acceptable to the Owner, the insurers of the Project, and any other entities that have jurisdiction or are material to its preparation, provided that the acceptance by the foregoing parties may not be relied upon by the Contractor, who shall be solely responsible for the Contractor's Safety Program. The safety programs of the Subcontractors shall at minimum comply with the standards of the Contractor's Safety Program. The Contractor shall be responsible to monitor, supervise and enforce the implementation of the Contractor's Safety Program, shall coordinate, monitor, audit and supervise the implementation of the Subcontractors' safety programs, and shall require all other entities or persons who are on the Project site to abide by the Contractors Safety Program. The Contractor and its Subcontractors of any tier shall be individually responsible to implement and monitor their respective safety programs in connection with their own employees and their Subcontractors of any tier. All employees, workers, contractors and Subcontractors shall be responsible to cooperate with the Contractor to timely resolve any unsafe conditions.

§ 7.17.1.2.11 Field Condition Report. Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Include a detailed description of the differing conditions together with recommendations for changing the Contract Documents.

ARTICLE 8 ARCHITECT

§ 8.1 The Owner shall retain an Architect to perform the services enumerated in this Article 8 and as described elsewhere in this Master Agreement. If an Architect is not required by law, or otherwise not engaged on the Project, the Owner shall perform such services.

§ 8.2 The Architect listed on each Work Order will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative (1) during construction, (2) until the date the Architect issues the final Certificate for Payment, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work as described in Section 16.4 for the Contract. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 8.3 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner and written notice of such change is provided to the Contractor.

§ 8.4 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 8.5 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents except as set forth herein. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 8.6 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 8.7 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 17.3.2 and 17.3.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 8.8 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken as expeditiously as possible and in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or the Project Schedule or in activities of the Owner, Contractor or separate contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 7.2, 7.4, and 7.9. The Architect's review

shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 8.9 The Architect will provide recommendations concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which recommendations required of the Architect shall be furnished in compliance with this Article 8, then delay shall not be recognized on account of failure by the Architect to furnish such recommendations until 10 days after written request is made for them.

§ 8.10 The Architect's recommendations on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and agreed by the Owner.

§ 8.11 Recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the Drawings and Specifications and will be in writing and in the form of drawings when appropriate. When making such recommendations, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of recommendations rendered in good faith.

§ 8.12 The Architect may prepare Change Orders and Construction Change Directives and may order minor changes in the Work as provided in Section Article 11. The Architect will investigate and make recommendations regarding concealed and unknown conditions as provided in Section 11.4.1. In the event the Architect does not prepare the Change Order, it shall be the responsibility of the Contractor.

§ 8.13 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; issue Certificates of Substantial Completion pursuant to Section 13.6; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 13.7; and issue a final Certificate for Payment pursuant to Section 13.7.

§ 8.14 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 8.15 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 9 SUBCONTRACTORS

§ 9.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at a Project site. Whenever the word Subcontractor is used within this Agreement it shall mean Subcontractor, Sub-Subcontractor, vendor or supplier as an entity that provides labor, materials, equipment and/or services to the Project through an agreement with the Contractor.

§ 9.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after execution of a Work Order, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 9.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents,

and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.

§ 9.4 Subcontractual Relations

§ 9.4.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 9.4.2 Owner is an intended third-party beneficiary of all subcontracts and material supply contracts of whatever tier, with the right to directly enforce, both during and after the construction period, subcontractor and material supplier obligations to meet prevailing standards or workmanship and to comply with the contract documents including but not limited to all applicable express and implied warranties. During the construction period, that right shall only be exercised in cooperation with Contractor, unless Contractor is in default under the Contract and fails to cure the same.

§ 9.5 Contingent Assignment of Subcontracts

§ 9.5.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 18.1.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights under the subcontract.

§ 9.5.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for actual increases in the direct costs resulting from the suspension.

§ 9.5.3 Upon assignment to the Owner under this Section 9.7, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 10 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 10.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to a Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 10.2 The Contractor shall afford the Owner and the Owner's separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 10.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for actual and direct costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a separate contractor.

§ 10.4 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 10.5 The Contractor shall assist the Owner in scheduling the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in coordinating their activities with the construction schedule. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 10.6 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract as stated in Article 7, this Article 10, and Articles 14, 15, and 16.

§ 10.7 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 10.8 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 14.1.

§ 10.9 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 7.11.

§ 10.10 Owner’s Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 11 CHANGES IN THE WORK

§ 11.1 By appropriate Modification, changes in the Work may be accomplished after execution of a Work Order. The Owner, without invalidating this Master Agreement or a Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive. A Change Order requires written agreement between Owner and Contractor. A Construction Change Directive does not require agreement by Contractor prior to implementation. Claims by Contractor for additional time or an adjustment in Contract Sum must be initiated in writing within twenty-one (21) days after occurrence of the event giving rise to such claim, or within twenty-one (21) days after the Contractor first recognizes the condition giving rise to the claim, whichever is later per the requirements set forth in sections 19.12 and 19.13.

§ 11.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties and may include a lump sum proposal with relevant back-up material to substantiate the claim, time and materials with a not-to-exceed amount, cost of the work plus a fee, unit pricing, or other mutually agreed to methodology or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. The Contractor may request payment for changes in Work not in dispute in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Owner will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order. All Change Orders shall be supported by adequate detail and documentation, as the Owner may require.

§ 11.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 11.4 Concealed or Unknown Conditions

§ 11.4.1 If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend, for Owner's review and approval or disapproval, that an equitable adjustment be made in the Contract Sum or Contract Time, or both. Any adjustments to the Contract Sum recommended by the Architect will be based on the factors set forth in this Article 11. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor of its recommendations in writing, stating the reasons. If either party disputes the Architect's recommendation, that party may submit a Claim as provided in Article 19.

§ 11.4.2 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. If requested by Contractor, any adjustment to the Contract Sum or Contract Time will be based on the factors set forth in this Article 11.

§ 11.5 Change Order scope shall be detailed and specific. Unrelated Work shall not be included together in a single change order. Separate Change Orders shall be prepared for each change. Each Change Order shall detail (1) a description of the change in the Work, (2) the total amount of the Change Order including detailed back-up information such as subcontractor quotes, materials, labor, unit prices, equipment quotes, and any other information as requested by the Owner to justify such change, and (3) the total adjustment in contract time and contract sum.

§ 11.6 All requests for Changes in the Work shall be entered in a Change Order log provided by the Contractor and updated weekly, with an estimated cost by the Contractor. A copy of the log shall be available to the Owner or Architect during the project team meetings and at other times upon request by the Owner. The Contractor shall provide written documentation for the proposed Change in sufficient detail so that the Owner understands the reason for the Change, and its impact on cost, schedule, and quality expectations, as applicable.

§ 11.7 The maximum cumulative allowable percent of mark-ups by the performing Subcontractors for changes in the Work shall be a total of eleven percent (11%) for overhead and profit inclusive of supervisory labor.

§ 11.8 The maximum cumulative allowable percent of mark-ups by the Subcontractor, Sub-Subcontractors, Vendors and Suppliers for changes in the Work shall be a total of fifteen percent (15%) overhead and profit inclusive of supervisor labor.

§ 11.9 Fee on Change Orders may be increased or decreased under the following conditions:

- .1 For additive change orders, the Contractor's Fee will be increased by the same percentage used to calculate the Fee within the Guaranteed Maximum Price.
- .2 For deductive change orders, the Contractor's Fee will be decreased by the same percentage used to calculate the Fee within the Guaranteed Maximum Price.

§ 11.10 The Contractor shall incorporate the Change Order in its payment application, no later than two (2) payment applications after the approved date of the Change Order.

§ 11.11 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. In this circumstance, the Owner or Architect shall prepare a Change Order Directive (CCD) document which will include (a) scope of work and (b) a stipulated maximum sum for the Change Order. The CCD will be signed by the Owner as a preliminary approval of the Change Order. The preliminary approval is only active for fifteen (15) days. The Contractor shall prepare the actual Change Order within that time frame to be approved by the Owner.

§ 11.12 If the Contractor and Owner agree or if the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum or the Contract Time, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount, all on a not-to-exceed basis unless otherwise agreed. In such case, and also under Section 11.11, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 11.12 shall be limited to the following:

- .1 Actual costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance (itemized separately and subject to the provisions of the Agreement), permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Additional of overhead and profit as allowed under section 11.7 and 11.8.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time or Contract Sum, the Contractor may make a Claim in accordance with applicable provisions of Article 19.

§ 7.1.4 Except for reasons of emergency or for minor changes in the Work, there will be no Changes in the Work unless first authorized in writing by Owner and Architect pursuant to the terms of this Article 11.

§ 7.1.4 The Contractor's agreement to a Change Order constitutes a waiver and release by the Contractor and its Subcontractors and suppliers for any claim for delay, cumulative impact, cost of extended general conditions, and any other indirect cost associated with the change in Work.

ARTICLE 12 TIME

§ 12.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Work Order, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and the dates established for Substantial Completion and Final Completion are reasonable. The date of commencement of the

Work is the date established in the notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Work Order, or such other date as may be established therein.

§ 12.1.1 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 12.1.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 12.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 12.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 12.4 The date of Substantial Completion of the Work or designated portion thereof is the date certified by the Architect in accordance with Section 13.6.3, when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

§ 12.5 Delays and Extensions of Time

§ 12.5.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor’s control; or (3) by other causes that the Contractor asserts, and the Architect and Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Owner determines, based on the Architect’s recommendation subject to the provisions of Article 19. No such Change Order extending Milestone Dates or the Contract Time shall result in any increased payments to the Contractor for overhead or for any other amounts of any nature unless agreed to in writing by the Owner. In addition, notwithstanding the foregoing, the Contractor shall not be entitled to any time extension for any delay for which the Contractor or any of its Subcontractors or suppliers, or their subcontractor or suppliers at any level are at fault, or for any concurrent delays that do not affect the Project critical path based on generally accepted critical path method principals.

§ 12.5.1 Claims for delay due to weather shall only be valid if the Contractor submits climatic data from the US Weather Service substantiating that the weather conditions were adverse for the period of time, and could not have been reasonably been anticipated.

§ 12.5.2 If Contractor intends to claim an extension of time to perform as a result of a delay not caused by Contractors or any of its Subcontractors or suppliers, Contractor must give Owner written notice within seven (7) days after the event giving rise to the claim and follow the procedures in Article 11 for securing a Change Order; otherwise such a claim shall be deemed waived.

§ 12.5.3 The Owner reserves the right to suspend and reinstate execution of the whole or any part of the Work without invalidating the provisions of the Agreement. Orders for suspension or reinstatement of work will be issued by the Owner to the Contractor in writing. The time for completion of the Work will be extended for a period equal to the time lost by reason of the suspension, and Contractor will receive compensation for substantiated extra costs incurred by reason of the suspension.

§ 12.5.4 This Section 12.5 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. In the event of a delay caused by the Owner, Architect, or an otherwise excusable delay (i.e. force majeure), Contractor shall be entitled to 1) an equitable extension of the Contract Time, and 2) may use Contractor's construction contingency funds to cover additional costs incurred as a result of any such delay. In the event the Contractor's construction contingency funds are not available, Contractor shall not be entitled to an adjustment in the Contract Sum or Guaranteed Maximum price due to any delay described in the preceding sentence without the mutual agreement of the Owner. In the event Extraordinary Measures (defined below) are required to maintain the Project schedule, the Contractor shall not be entitled to an adjustment in the Guaranteed Maximum Price to the extent Contractor or Contractor's Subcontractors are responsible for the underlying delay.

Notwithstanding any implication to the contrary in Section 12.5.1, Contractor shall not be entitled to any time extension for any delay that is the fault of any of its Subcontractors or suppliers, or their Subcontractors or suppliers at any level.

§ 12.5.5 If there is a delay or anticipated delay of the Construction Schedule because of the actions or omissions of the Contractor or any Subcontractor and the Contractor is unable to produce within fifteen (15) working days after notice by the Owner a recovery schedule for its Work to address such delay or anticipated delay acceptable to the Owner, then the Owner shall have the right to order the Contractor to take such actions as may be necessary, consistent with the same performance of the Work affected thereby, to recapture the time lost by any such delay. Such action shall include increasing staff; increase in shifts or hours worked per day, or performance of work on Saturdays, Sundays or national holidays; use of any available work float in the Project schedule; and changing the sequence of work activities (“Extraordinary Measures”). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner’s right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor’s compliance with the Project Schedule. Time slips covering said overtime must be submitted to Owner’s designated representative for checking and approval.

§ 12.5.6 The Owner, at its option, shall also be entitled to accelerate performance of the Work where there is no delay or anticipated delay. The costs of such Extraordinary Measure ordered by the Owner where there is no delay or anticipated delay shall be paid for by the Owner.

ARTICLE 13 PAYMENTS AND COMPLETION

§ 13.1 Schedule of Values

§ 13.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to the Work Order, the Contractor shall submit a schedule of values to the Architect and Owner before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect and Owner. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Owner or Architect may require, and unless objected to by the Owner, shall be used as a basis for reviewing the Contractor’s subsequent Applications for Payment.

The Contractor shall coordinate preparation of the Schedule of Values with preparation of Contractor’s Construction Schedule, as follows:

- .1** Correlate line items with other required administrative forms and schedules, including Submittal Schedule and Application for Payment forms with Continuation Sheets.
- .2** Provide at least one-line item for each Specification Section. No payments will be processed without the original Schedule of Values which is part of the Contract and each Schedule of Value submittals with each payment application.
- .3** Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment. Provide several line items for principal subcontract amounts. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- .4** Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
- .5** Provide separate line items for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work. Allowances: Provide a separate line item for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- .6** Update and resubmit the Schedule of Values before the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
- .7** Provide separate line items for the Contractor’s Fee, General Conditions, Insurance, Bonds and Contingency.

§ 13.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 13.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 13.1.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Owner.

§ 13.2 Control Estimate

§ 13.2.1 [Intentionally deleted]

§ 13.2.2

Intentionally deleted

§ 13.2.3 Intentionally deleted

§ 13.2.4 Intentionally deleted

§ 13.2.5 Intentionally deleted

§ 13.3 Applications for Payment

§ 13.3.1 Applications for Payment will be submitted individually for each Contract as set forth in this section 13.3.

§ 13.3.2 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect and Owner an itemized Application for Payment prepared in accordance with the Owner Approved schedule of values, if required under Section 13.1, for completed portions of the Work. The application shall be notarized; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 13.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 13.3.3 With each Application for Payment, the Contractor shall submit: (a) payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of the progress payments attributable to the Contractor's Fee, plus (3) payrolls for the period covered by the present Application for Payment; (b) a sworn statement executed by Contractor naming each and every Subcontractor and supplier retained by Contractor to perform a portion of the Work, the amount paid to such entity to date and the remaining amount owed under the applicable subcontract or purchase order (c) a conditional waiver of mechanic's lien covering all materials and labor provided by the Contractor for the period covered by such Application for Payment and an unconditional waivers of mechanic's liens from all Subcontractors and suppliers for the period covered by the preceding Application for Payment; (d) an Affidavit of Payment from the Contractor with respect to the payment requested in such Application for Payment and (e) any other documentation requested by Owner or its lender.

§ 13.3.4 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 13.3.5 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 13.3.6 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location

agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 13.3.7 Applications for Payment shall show the percentage of completion shall be the lesser as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 13.3.8 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 13.3.9 Provided that Owner has made payments of the amounts due to Contractor under this Agreement, Contractor shall keep the Project Site free from any liens by Contractor or any person or entity retained by Contractor, or their respective assigns. If any mechanic's or other lien, encumbrance or order is filed against Owner or the Project Site for a cause other than failure of Owner to make payments due hereunder, Construction Manager shall, at Contractor's own cost and expense, cause the same to be canceled, bonded-over and discharged of record within seven (7) days after receiving notice thereof, and shall indemnify, defend and hold Owner harmless from and against all costs, expenses, claims, losses or damages, including reasonable attorneys' fees, resulting there from or by reason thereof. If Contractor fails to cause the lien or other encumbrance to be removed within such time period, Owner may take whatever action Owner deems appropriate to cause the encumbrance to be removed from the Project site and deduct the costs thereof, including attorneys' fees, from the Contract Sum.

§ 13.4 Certificates for Payment

§ 13.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 13.4.3.

§ 13.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 13.4.3 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's or Architect's opinion the representations to the Owner required by Section 13.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 13.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for

which the Architect is able to make such representations to the Owner. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 7.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed not resulting from the Owner's failure or refusal to pay or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time as a result of the Contractor's fault and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 failure of the Contractor to comply with the most current approved Project construction schedule;
- .9 failure of the Contractor to comply with the monthly reporting requirements as detailed in Section 7.17.2.2.2; or
- .10 the existence of any event of material default under the Contract Documents.

§ 13.4.5 The Architect may not withhold a Certificate for Payment in whole or in part, and the Owner shall not withhold payments to the Contractor, pertaining to one Contract to offset amounts in dispute under a separate Contract.

§ 13.4.6 When either party disputes the Owner's decision regarding a Payment under Section 13.4.3, in whole or in part, that party may submit a Claim in accordance with Article 19.

§ 13.5 Progress Payments

§ 13.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 13.5.1.1 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid and withhold further payment to Contractor until Owner is satisfied that Contractor has paid its Subcontractor and suppliers all amounts properly due. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 13.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 13.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 13.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 13.5.5 Provided that Owner has made payments of the amounts due to Contractor under this Agreement, Contractor shall keep the Project Site free from any liens by Contractor or any person or entity retained by Contractor, or their respective assigns. If any mechanic's or other lien, encumbrance or order is filed against Owner or the Project Site for a cause other than failure of Owner to make payments due hereunder, Contractor shall, at Contractor's own cost and expense, cause the same to be canceled, bonded-over and discharged of record within seven (7) days after receiving notice thereof, and shall indemnify, defend and hold Owner harmless from and against all costs, expenses, claims, losses or damages, including reasonable attorneys' fees, resulting there from or by reason thereof. If Contractor fails to cause the lien or other encumbrance to be removed within such time period, Owner may take whatever action Owner deems appropriate to cause the encumbrance to be removed from the Project site and deduct the costs thereof, including attorneys' fees, from the Contract Sum.

§ 13.5.6 In accordance with this Article 13 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 13.5.6.1 The amount of each progress payment shall first include:

.1 Take that portion of the Contract Sum or Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Contract Sum or Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 11.2. Contractor shall provide accounting documentation as proof of costs incurred for that portion of the Work that the Contractor self-performs and for all material/equipment expenses. For subcontracts that were competitively bid, the Contract Sum or Guaranteed Maximum Price shall be determined by the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work. For subcontracts that were not competitively bid, accounting documentation shall be provided as proof of costs incurred for that portion of the Work;

.2 That portion of the Contract Sum or Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.4 The Contractor's Fee, computed upon the Cost of the Work described in Exhibit A – Cost of Work, at the rate stated within the Work Order or, if the Contractors' Fee is stated as a fixed sum in the Work Order, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 13.5.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect and Owner has previously withheld a Certificate for Payment as provided in Section 13.4.3;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect and Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Section 13.4.3;

.5 The shortfall, if any, indicated by the Contractors in the documentation required by Section 13.3.3 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 3.1.6.

§ 13.5.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fifteen (15) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon fifteen (15) additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. Non-payment of amounts in dispute shall not entitle Contractor to stop Work hereunder.

§ 13.6 Substantial Completion

§ 13.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use

§ 13.6.1.1 All of the following are conditions precedent for Substantial Completion:

- .1 Inspection, approval, occupancy and other permits issued by regulatory agencies having jurisdiction and without conditions. Conditional permits do not satisfy Substantial Completion requirements.
- .2 All building systems in place, complete, functional and accepted by the Architect and Owner.
- .3 HVAC system is tested and balanced with a preliminary balance report submitted to, and accepted by, the Architect and the Owner.
- .4 Facilities are able to be secured by the Owner and any Contractor installed building security systems are complete and functioning.
- .5 Landscape and site work completed.
- .6 Odor and fume generating activities are complete. This includes work such as painting, staining, floor installation, etc. This also includes odor generating activity that originates in non-occupied spaces, but could enter and impact occupied spaces.
- .7 Final cleaning is complete, and all construction air filters have been replaced with clean, permanent air filters.
- .8 All dust generating activities within occupied spaces has been completed. This includes dust generating activity that originates in on-occupied spaces, but could enter and impact occupied spaces.
- .9 Draft submittals of O&M manuals have been submitted and accepted by the Architect and the Owner, and operation and maintenance training necessary for the Owner's personnel to maintain operation and occupancy of the facility has been completed. The draft manual shall include, but not be limited to, all required catalogue data, manufacturers' operating and maintenance instructions, manufacturers' specifications, schematics, certificates, warranties, guarantees, catalogues and price lists for any equipment, materials, supplied or parts used in the inspection, calibration, maintenance or repair or the equipment installed as part of the Work and other related documents required by the Contract. Contractor remains liable and responsible for any damage to systems or equipment until Owner receives this information and training.
- .10 All conveying systems, mechanical, plumbing, electrical, and life safety or other special systems and equipment are complete, operational, inspected and have received all required final operating permits, to the extent that the Owner can safely and legally use and occupy the facility.
- .11 Remaining punch-list items do not represent a hazard or create an adverse impact to the Owner and occupants in order for the Contractor and his subcontractors to complete. Completion for punch-list items should not cause interruption or disruption to the Owner's functions due to noise, dust, odor, fumes, etc. or they must be undertaken and completed during off hours convenient to the Owner's operations at no added cost to the Owner.

§ 13.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Observation by the Architect and/or the Owner during the construction shall not be considered as acceptance of any part of the Work, and the conditions found when final inspection is made shall be taken as governing fitness of the Work and whether or not it conforms with the provisions of the Contract.

§ 13.6.3 Upon receipt of the Contractor's list, the Architect and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall

establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 13.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 13.6.5 Contractor shall reach Final Completion of the Work within 30 days of the date of Substantial Completion except for those items which (a) cannot be completed because of weather conditions or because of unavailability of products or materials or (b) Owner agrees do not have to be completed within the 30-day period.

§ 13.6.6 Partial Occupancy or Use

§ 13.6.6.1 The Contractor agrees to the Owner's use and occupancy of a partially completed or completed portion of the Project before formal acceptance by the Owner under the following conditions:

- .1 A Certificate of Substantial Completion shall be prepared and executed as provided in Section 13.6.3, except that when, in the opinion of the Architect, the Contractor is chargeable with unwarranted delay in completing work or other Contract requirements the signature of the Contractor will not be required.
- .2 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project.
- .3 The Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.
- .4 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims on behalf of the Owner or Contractor against each other.
- .5 Use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of its responsibility to maintain all insurance and bonds required of the Contractor under the Contract until the Project is completed and accepted by the Owner.
- .6 Owner shall ensure that property insurance for the portion of the Project or the entirety of the Project (as applicable) is in effect prior to Owner's use and occupancy of any part of the property.

§ 13.6.6.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 13.6.6.3 Unless otherwise agreed upon in writing and signed by Owner, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 13.7 Final Completion and Final Payment

§ 13.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation

that conditions stated in Section 13.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 13.7.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) a marked-up version of all Construction Documents showing the record condition of the Work, (6) a complete set (in electronic format and hard copy) of operating manuals containing the manufacturer's warranties and instructions necessary for maintenance and operation of each item of equipment and apparatus Contractor furnishes under the Contract Documents, warranty information and any additional data requested under the various sections of the Specifications for each division of the Work arranged in logical order, indexed and suitably bound, (7) a Final Lien Waiver and Release from Contractor and from all subcontractors and suppliers who provided any labor, materials or Work for the project, and (8) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 13.7.3 [Intentionally Deleted]

§ 13.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

§ 13.7.5 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 13.7.6 Notwithstanding any provision to the contrary contained herein, if any Claim for which indemnification is required under Section 3.18.1 has not been settled or discharged when the Work is completed, final payment of the Contract Sum shall be deferred until such Claim is paid or settled, or until the Contractor provides a bond or other security reasonably acceptable to the Owner in a sum equal to the amount of such claim. Notwithstanding the foregoing, if the Contractor is fulfilling its responsibilities under Section 7.15.1, withholding of final payment shall be limited to the reasonable amount of the claim, in an amount up to 300% of the reasonable cost to complete or correct, including the potential cost of defense and interest; however, no amount shall be withheld if applicable insurance covers the loss without any reservation of rights.

ARTICLE 14 PROTECTION OF PERSONS AND PROPERTY

§ 14.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of a Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 14.1.2 and 14.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 7.15.

§ 14.1.2 The Owner or the Owner's inspectors may stop the Work until a condition deemed unsafe to persons is corrected. Should this occurrence delay the work, the Contractor shall be responsible for any excess costs associated with the work stoppage and shall not be allowed an extension of time in which to perform. This provision does not relieve Contractor of its exclusive responsibility for safe Work practices nor impose upon the Owner any obligation to supervise Contractor's work practices.

§ 14.1.3 The Owner's may conduct a weekly inspection of the job site. Such inspection may require the Contractor to take additional measures than those that the Contractor has in place, and all costs associated with such measures shall be borne by the Contractor.

§ 14.1.4 The Contractor shall provide a qualified (OSHA trained) individual to be the Project's Safety Inspector. The Safety Inspector shall inspect all Work, materials and equipment to discover and determine any unsafe conditions. The Contractor shall be solely responsible for correction of any such conditions. The periodicity of these surveys and/or inspections shall be negotiated with the Owner. These surveys and inspections shall result on a written report to the Owner and the Contractor and a commitment by the Contractor to remedy the deficiencies noted. Contractor shall comply with all applicable safety laws, standards, codes and regulations in the jurisdiction where the work is being performed specifically but without limiting the generality of the foregoing and regardless of any exemptions provided by law, with all rules, regulations and standards adopted pursuant to the Occupational Safety and Health Act of 1970.

§ 14.1.5 If any member of the public, or any employee or agent of Contractor, or any employee or agent of a subcontractor is injured or killed, or if any property, including Owner's or the public's is damaged in the course of the Work being performed hereunder the Contractor shall notify the Owner. Such notification will be made immediately in person or by telephone and promptly confirmed in writing, and will include all pertinent data such as name of injured party, location of accident, description of accident, nature of injuries, names of witnesses, disposition of the injured or deceased person.

§ 14.1.6 The Contractor shall provide appropriate personal protective equipment, adequate fire suppression equipment, properly installed and maintained temporary wiring, ladders, and adequate scaffolding, if required.

§ 14.1.7 Contractor shall furnish all warning signs, detours, and temporary facilities necessary for the protection and safety of all patients, visitors, and associates (unless stated as Owner provided, by other Contract Documents).

§ 14.1.8 All construction areas to which non-construction personnel have access shall be marked with readily visible warning signs such as "Danger - Construction Area" or "Caution - Work Overhead" or as approved by the Owner.

§ 14.1.9 Walkways shall be maintained clear at all times. Tools, cords, and supplies must be kept out of walkways. Temporary protected walkways shall be provided in traffic areas where conditions warrant.

§ 14.1.10 In buildings under construction, adequate escape facilities shall be maintained at all times for the use of construction workers. Escape facilities shall consist of doors, walkways, stair, ramps, fire escape, ladders, or other approved means of devices arranged in accordance with the general principles of the Code.

§ 14.1.12 Injury or Damage to Person or Property

Contractor shall promptly report in writing to the Architect and Owner all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury or property damage, giving full details and statements of witnesses, if Contractor reasonably believes there may be a claim made against Owner. In addition, if death or serious injury or damages are caused, the accident shall be reported immediately to Owner by telephone or messenger. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 7 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 14.2 Hazardous Materials

§ 14.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. The Contractor shall comply with all applicable Federal, State, and Local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits). The Contractor shall assure that all operations incident to the Work contemplated under this Contract shall be performed with qualified personnel, properly licensed and trained in accordance with established regulatory standards, laws, ordinances, and regulations. The Contractor will be responsible for the proper use, transportation, removal from site, and disposal of all wastes generated incident to this Work. Construction personnel who remove fluorescent light fixtures must examine the ballasts to determine if they contain PCBs. The Contractor must communicate with the Owner if any ballasts are found.

§ 14.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 14.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 14.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 14.2.3 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 14.2.4 The Contractor shall indemnify, defend and hold the Owner harmless against any and all liabilities, damages, losses, costs, penalties, expenses or responsibilities (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence, and (3) materials and substances which are Contractor's responsibility under Section 14.2.3.

§ 14.3 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 19 and Article 11.

ARTICLE 15 INSURANCE AND BONDS

§ 15.1 Contractor's Insurance

The Contractor shall purchase and maintain insurance coverage required in this Article 15 and as otherwise required for a specific project as set forth in a Work Order.

§ 15.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 15.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Master Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 16.4, unless a different duration is stated below:

« »

§ 15.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « One Million Dollars » (\$ « \$1,000,000 ») each occurrence, « Two Million Dollars » (\$ « 2,000,000 ») in the aggregate for bodily injury and property damage.

§ 14.3.1.1.1 Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis., against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

§ 14.3.1.1.2 Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

§ 14.3.1.1.3 The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
6. Any limitation or exclusion based on the nature of Contractor’s work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

§ 15.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than « One Million Dollar » (\$ « 1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

§ 15.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 15.1.2 and 15.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 15.1.5 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than « One Hundred Thousand Dollars » (\$ « 100,000 ») each accident, « Fire Hundred Thousand Dollars » (\$ « 500,000 ») each employee, and « One Hundred Thousand Dollars » (\$ « 100,000 ») policy limit. Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable

§ 15.1.6 3 [Intentionally Deleted]

§ 15.1.7 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than « One Million Dollars » (\$ « 1,000,000 ») per claim and « Two Million Dollars » (\$ « 2,000,000 ») in the aggregate. If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

§ 15.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, as set forth in the Work Order.

§ 15.1.9 Coverage under Sections 15.1.7 and 15.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined limits as set forth in the Work Order.

§ 15.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 15.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner’s written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations,

shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 15.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 15.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 15.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 15.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 15.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 15.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 15.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Pollution Liability, if applicable	One Million Dollars (\$1,000,000)
Each Occurrence/Claim	Two Million Dollars (\$2,000,000)
General Aggregate	

For all civil and site construction projects of any kind, including any excavation, Contractor's Pollution Liability is required. Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion. If Contractor's Pollution Coverage is required, Contractor may provide evidence that Contractor's Professional Liability policy includes coverage for Pollution Liability within specified limits.

§ 15.2 Owner's Insurance

§ 15.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 15.2.2 Property Insurance

§ 15.2.2.1 For each Work Order, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 15.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Master Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 15.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 15.2.2.1 or, if necessary, replace the insurance policy required under Section 15.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 16.4.

§ 15.2.2.3 If the insurance required by this Section 15.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 15.2.2.4 For each Work Order, if the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 16.4, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 15.2.2.5 Prior to commencement of the Work in each Work Order, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 15.2.2 and, upon the Contractor’s request, provide a copy of the property insurance policy or policies required by this Section 15.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 15.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 15.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work on the Project(s) to which the lapsed insurance applies until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 15.2.2.7 Waiver of Subrogation

§ 15.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect’s consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Master Agreement or other property insurance applicable to the Project where the loss occurred, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect’s consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 15.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 15.2.2.7.2 If during a Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 15.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 15.2.2.8 A loss insured under the Owner’s property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance

proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 15.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
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§ 15.3 Performance Bond and Payment Bond

The Contractor's performance bond and payment bond obligations shall be as required in the Work Order.

§ 15.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 15.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 16 UNCOVERING AND CORRECTION OF WORK

§ 16.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 16.2 In addition to the Contractor's obligations under Section 7.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 13.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction of a defect of which the Owner is aware, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 16.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 6.3.

§ 16.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 16.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 16.

§ 16.6 Manufacturers' warranties and subcontractors' warranties shall not relieve the Contractor of any of its warranty obligations under the Contract Documents. All such manufacturers' and subcontractors' warranties shall be assigned by Contractor to Owner at final payment of the Contractor Sum.

§ 16.7 As Work required on warranty is the complete, rework, repair or replacement of Work not properly performed, or the result of defective material or workmanship, the Owner will not compensate the Contractor or Subcontractors and material and equipment suppliers for the warranty Work.

§ 16.8 All warranty items are the responsibility of the Contractor. When warranty items occur, the Owner will notify the Contractor or appropriate Subcontractor. The Contractor shall cause Work to commence on any warranty items within seven (7) days. If the warranty item(s) are impacting safety or rendering the Project or a portion of the Project unfit for its intended use, the Contractor shall take any and all measures to resolve the warranty item(s) immediately and in no event more than 24 hours after notification to Contractor of the same. This shall include the acceleration of labor, material, and equipment, all to implement the resolution, regardless of cost. All costs associated with the resolution of the warranty issue(s) shall remain the responsibility of the Contractor.

§ 16.9 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 16.10 Nothing contained in this Article 16 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 16.4 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 16.11 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

§ 16.12 Uncovering of Work

§ 16.12.1 If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's or Owner's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 16.12.2 If a portion of the Work has been covered that the Architect or Owner has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

ARTICLE 17 MISCELLANEOUS PROVISIONS

§ 17.1 Assignment of Contract

Neither party to a Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 17.2 Governing Law

The Work Order shall be governed by the laws in Milwaukee County in the State of Wisconsin, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 19.6.

§ 17.3 Tests and Inspections

§ 17.3.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become

requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations require.

§ 17.3.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 17.3.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 17.3.3, shall be at the Owner's expense.

§ 17.3.3 If procedures for testing, inspection, or approval under Sections 17.3.1 and 17.3.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated testing, inspection or approval procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 17.3.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 17.3.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 17.3.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 17.4 Neither the Owner's nor the Contractor's representatives, for this Master Agreement or for individual Work Orders, identified in accordance with sections 1.4 and 1.5, shall be changed without ten days' prior notice to the other party.

ARTICLE 18 TERMINATION

§ 18.1 Termination of a Contract

A Contract may be terminated in accordance with this Article 18. Termination of a Contract under this Article 18 shall not be deemed a termination of any other Contract created pursuant to this Master Agreement.

§ 18.1.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 13.4.1 for a period of 60 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 3.1.5 for a period of 60 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 18.1.2 Termination by the Owner for Cause

§ 18.1.2.1 The Owner may terminate a Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents ; or
- .5 becomes insolvent, is in bankruptcy or a similar proceeding, is in receivership, adopts a complete liquidation of its assets, or makes an assignment for the benefit of creditor or to an agent with authorization to liquidate any substantial amount of assets.

§ 18.1.2.2 When any of the reasons described in Section 18.1.2.1 exists, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, and provided the Contractor, within such (7) day period, has not cured such cause or breach, terminate a Contract and (1) take possession of the

site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor, (2) Accept assignment of subcontractors pursuant to Section 9.7, and (3) may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 18.1.2.3 When the Owner terminates a Contract for one of the reasons stated in Section 18.1.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 18.1.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 18.1.2.5 Upon termination of the Contract, Contractor shall immediately stop the Work hereunder except such as shall be essential to preserve and safeguard existing Work and immediately advise Owner of the status of all outstanding subcontracts and purchase orders. Such outstanding purchase orders and subcontracts shall be canceled or assigned to Owner as Owner may direct. In the event of any such termination, Contractor shall deliver all of the Work completed and in process to the date thereof to Owner and shall deliver to Owner all documents of title, reports, estimates, schedules, and other documents and data as Owner shall require.

§ 18.1.2.6 Suspension by the Owner for Convenience

§ 18.1.2.6.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 18.1.2.6.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 18.1.2.7.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§18.1.3 Termination by the Owner for Convenience

§ 18.1.3.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 18.1.3.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4 shall deliver all of the Work completed and in process to the date thereof to Owner and shall deliver to Owner all documents of title, reports, estimates, schedules, and other documents and data as Owner shall require.

§ 18.1.3.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred up until the date of termination.

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ARTICLE 19 CLAIMS AND DISPUTES

§ 19.1 Claims, disputes, and other matters in question arising out of or relating to a Contract executed pursuant to this Master Agreement, including those alleging an error or omission by the Architect but excluding those arising under Section 14.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 19.11 and Sections 13.7.3 and 13.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 19.2 Notice of Claims

§ 19.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 16.2, shall be initiated by notice to the other party and the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 19.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 16.2, shall be initiated by notice to the other party.

§ 19.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Master Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.3.

§ 19.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 19.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The method of binding dispute resolution shall be Litigation or arbitration as decided by Owner, acting in its sole and absolute discretion, when the dispute arises. If chosen, litigation to be held in the Circuit Court of Milwaukee County, WI.

§ 19.6 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Master Agreement. Demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 19.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 19.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be

joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 19.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement shall be specifically enforceable under applicable law in the Circuit Court of Milwaukee County, WI.

§ 19.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 19.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to any Contracts formed pursuant to this Master Agreement. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 18. Nothing contained in this Section 19.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 19.12 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 19.2 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Such Claim shall include detailed documentation to fully substantiate Contractor's entitlement to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 14.3.

§ 19.13 Claims for Additional Time

§ 19.13.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 19.2 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work and a critical path analysis as necessary. Such Claim shall include detailed documentation to fully substantiate Contractor's entitlement to the Claim. In the case of a continuing delay, only one Claim is necessary.

§ 19.13.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time for the geographical region where the Project is located, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction and are in excess of the days that should have been included in the Project schedule based upon historical weather patterns, as more fully described elsewhere in the Contract Documents.

ARTICLE 20 SCOPE OF THIS MASTER AGREEMENT

§ 20.1 This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Contractor.

§ 20.2 This Master Agreement is comprised of the following documents listed below:

- .1 AIA Document A121™-2018, Standard Form Master Agreement Between Owner and Contractor;
- .2 Exhibit A, Determination of the Cost of the Work, if applicable.
- .3 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

« Attachment A – Request for Proposal (RFP) »

- « Attachment B – Contractor’s Proposal »
- « Attachment C – Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule »
- « Attachment D – Guidelines for Reimbursable Expenses »
- « Attachment E – Contractor’s Certificate of Insurance »

4 Other documents:
(List other documents incorporated into this Master Agreement.)

« »

This Master Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

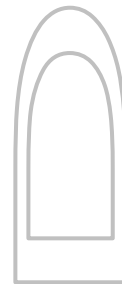
« »« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)



DRAFT AIA® Document A121™ – 2018

Exhibit A

Determination of the Cost of the Work

THE OWNER:

(Name, legal status, address, and other information)

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<< >>

THE CONTRACTOR:

(Name, legal status, address, and other information)

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ARTICLE A.1 COSTS TO BE REIMBURSED

§ A.1.1 Cost of the Work

§ A.1.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article A.1.

§ A.1.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost. Any costs subject to the Owner's prior approval and not already set forth in this Article A.2 shall be identified in the Work Order to which those costs relate.

§ A.1.2 Labor Costs

§ A.1.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ A.1.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, the type of activity, and, if applicable, any agreed percentage of time to be devoted to the Work.)

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§ A.1.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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§ A.1.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.1.2.

§ A.1.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ A.1.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of their subcontracts and this Agreement.

§ A.1.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.1.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.1.4.2 Costs of materials described in the preceding Section A.1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.1.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.1.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ A.1.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section A.1.8.1, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ A.1.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.1.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ A.1.6 Miscellaneous Costs

§ A.1.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to the Contract.

§ A.1.6.1.1 Costs of self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ A.1.6.1.2 Costs of insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ A.1.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

§ A.1.6.3 Fees and assessments for the building permit and for other permits, licenses, and inspections for which the Contractor is required by the Contract Documents to pay.

§ **A.1.6.4** Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Article 17 of the Master Agreement or by other provisions of the Contract Documents, and which do not fall within the scope of Section A.1.7.3.

§ **A.1.6.5** Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

§ **A.1.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor has reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Section 9.14 of this Agreement. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ **A.1.6.6** Costs for communications services, electronic equipment, and software directly related to the Work and located at the site, with the Owner's prior approval.

§ **A.1.6.7** Costs of document reproductions and delivery charges.

§ **A.1.6.8** Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ **A.1.6.9** Legal, mediation, and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Master Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ **A.1.6.10** Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ **A.1.6.11** That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ **A.1.7 Other Costs and Emergencies**

§ **A.1.7.1** Other costs incurred in the performance of the Work with the Owner's prior approval.

§ **A.1.7.2** Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ **A.1.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ **A.1.8 Related Party Transactions**

§ **A.1.8.1** For purposes of this Section A.1.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate or other entity having common ownership of, or sharing common management with the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds any equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person who has the right to control the business or affairs of the Contractor.

§ **A.1.8.2** If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be

included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article A.4. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Article A.4.

ARTICLE A.2 COSTS NOT TO BE REIMBURSED

§ A.2.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section A1.2.2;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided written approval before such costs are incurred;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article A.1;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section A.1.7.3 of this Master Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article A.1; and
- .8 Where a Guaranteed Maximum Price is part of this Agreement, costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE A.3 DISCOUNTS, REBATES AND REFUNDS

§ A.3.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ A.3.2 Amounts that accrue to the Owner in accordance with Section A.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE A.4 SUBCONTRACTS AND OTHER AGREEMENTS

§ A.4.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers and, in consultation with the Architect, object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ A.4.2 When the Contractor has provided a Guaranteed Maximum Price, and a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.4.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Master Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article A.5.

ARTICLE A.5 ACCOUNTING RECORDS

§ A.5.1 The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda and other data relating to the Contract. The Contractor shall preserve these records, for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.2 When the Contractor believes that all the Work required by a Work Order has been fully performed, the Contractor shall deliver to the Owner a final accounting of the Cost of the Work.

§ A.5.3 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 3.2.1 of the Master Agreement have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 13.4.3 of the Master Agreement. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ A.5.4 If the Owner's auditors' report concludes that the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the dispute without a further decision of the Architect. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. If the Contractor fails to request mediation within this 30-day period, the substantiated amount reported by the Owner's auditors shall become binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount, if any, determined by the Owner's auditors to be due the Contractor.

§ A.5.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs in connection with the correction of defective or non-conforming work as described in Article A.1, Costs to be Reimbursed, and not excluded by Article A.2, Costs Not to be Reimbursed, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If the Contractor has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

DRAFT AIA® Document A221™ – 2018

Work Order for use with Master Agreement Between Owner and Contractor

WORK ORDER number « » made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

« »
« »
« »
« »

and the Contractor:
(Name, legal status, address, and other information)

« »
« »
« »
« »

for the following **PROJECT**:
(Name, location, and detailed description)

« »
« »
« »

The Architect for the Project:
(Name, legal status, address, and other information)

« »
« »
« »
« »

THE CONTRACT

This Work Order, together with the Contract Documents enumerated herein, including the Master Agreement between Owner and Contractor dated the « » day of « » in the year « »
(In words, indicate day, month, and year.)

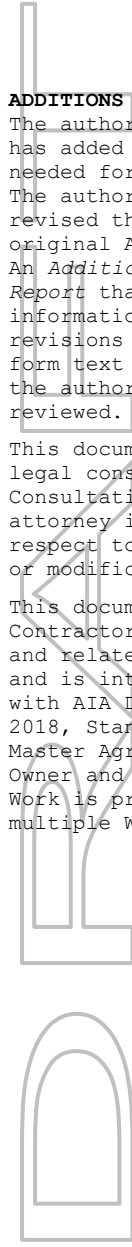
form the Contract.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Contractor's scope of Work, and related information, and is intended to be used with AIA Document A121™-2018, Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders.



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TABLE OF ARTICLES

- 1 THE WORK OF THIS WORK ORDER**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENTS**
- 5 INSURANCE AND BONDS**
- 6 PARTY REPRESENTATIVES**
- 7 ENUMERATION OF CONTRACT DOCUMENTS**

ARTICLE 1 THE WORK OF THIS WORK ORDER

The Contractor shall execute the Work described in the Contract Documents enumerated in Article 7 of this Work Order, and any modifications issued after execution of this Work Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Work Order.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Work Order.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date:

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.6.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below
- Other, in accordance with Section 3.5 below

(Based on the selection above, complete Section 3.2, 3.3, 3.4 or 3.5 below.)

§ 3.2 Stipulated Sum

§ 3.2.1 The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ 3.2.3 Unit prices, if any:

(Identify the item and state the unit price and any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 3.2.4 Allowances, if any, included in the Stipulated Sum:

(Identify each allowance.)

Item	Price

§ 3.3 Cost of the Work plus Contractor’s Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.1.1 The following costs are subject to the Owner’s prior approval:

§ 3.3.2 The Contractor’s Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee and the method of adjustment to the fee for changes in the Work.)

§ 3.4 Cost of the Work plus Contractor’s Fee with a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.1.1 The following costs are subject to the Owner's prior approval:

« »

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

« »

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » (\$ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

« »

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and any applicable quantity limitations.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
------	-------

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Other

§ 3.5.1 The Contract Sum shall be determined in accordance with the following:

(Insert a description of how the Contract Sum will be determined.)

<< >>

§ 3.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

<< >>

ARTICLE 4 PAYMENTS

§ 4.1 Payments shall be in accordance with Article 3 of the Master Agreement, except as indicated below:
(Indicate all payment terms that differ from those set forth in the Master Agreement, such as period covered by each Application for Payment or date upon which each Application for Payment is due.)

<< >>

§ 4.2 Retainage will be withheld in accordance with Article 3 of the Master Agreement, except as indicated below:
(Indicate all retainage terms that differ from those set forth in the Master Agreement, such as retainage amount, items not subject to retainage, terms for reduction, or limitation of retainage.)

<< >>

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 Insurance shall be in accordance with Article 15 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

<< >>

§ 5.2 In addition to insurance requirements in the Master Agreement, the Contractor shall carry the following types of insurance.
(List below any other insurance coverage to be provided by the Contractor, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits

§ 5.3 Pursuant to section 15.1.7 of the Master Agreement, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than << One Million Dollars >> (\$ << \$1,000,000 >>) per claim and << Two Million Dollars >> (\$ << \$2,000,000 >>) in the aggregate.

§ 5.4 Pursuant to section 15.1.8 of the Master Agreement, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than << >> (\$ << >>) per claim and << >> (\$ << >>) in the aggregate.

§ 5.5 Pursuant to section 15.1.9 of the Master Agreement, the Contractor shall procure a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than << >> (\$ << >>) per claim and << >> (\$ << >>) in the aggregate.

§ 5.6 The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in Milwaukee County, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Work Order.

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

§ 6.2 The Contractor identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

§ 7.1 The Contract Documents are defined in Section 5.2 of the Master Agreement and, except for Modifications issued after execution of this Work Order, are enumerated in the sections below.

§ 7.1.1 This Work Order

§ 7.1.2 The Master Agreement

§ 7.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 7.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Work Order.)

<< >>

Section	Title	Date	Pages

§ 7.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Work Order.)

<< >>

Number	Title	Date

§ 7.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 5.

§ 7.1.7 Additional documents, if any, forming part of the Contract Documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

« »

This Work Order entered into as of the day and year first written above.

OWNER *(Signature)*

« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »

(Printed name and title)



**DOCUMENT 00 62 00
PROJECT FORMS**

PART 1 - GENERAL

1.1 DOCUMENT INFORMATION

- A. The forms in this document may be used during the course of a construction project.
- B. Upon the approval of the Owner and Architect/Engineer, Contractor may be allowed to provide alternative formats for some of these forms.
- C. Additional information regarding the Summary of Solid Waste form is found in Section 01 74 19 Construction Waste Management and Disposal.

1.2 FORMS

- A. This section contains the following documents:

- | | |
|---|---------|
| 1. Time and Materials Quote Form | 1 page |
| 2. Time and Material Invoicing Forms | 4 pages |
| 3. Summary of Solid Waste Disposal and Diversion Form | 1 page |
| 4. Partial Lien Waiver | 1 page |
| 5. Advance Purchase Forms | 3 pages |

END OF DOCUMENT



MILWAUKEE COUNTY

TIME AND MATERIAL QUOTE

Not to Exceed

Purchase Order # _____
(if known)

Date: _____

Project Title: _____

Contract Number: _____

Consultant: _____

Total Purchase Order: _____

Labor Estimate _____

Materials Estimate _____

Equipment Estimate _____

Residency % Estimate _____

Residency % Requirement _____

TBE / DBE % Estimate _____

TBE / DBE % Requirement _____

Scope: _____

Other _____

Subs Using (if applicable) _____



MILWAUKEE COUNTY

TIME AND MATERIAL INVOICE

Purchase Order # _____
(if known)

Date: _____

Project Title: _____

Contract Number: _____

Consultant: _____

Report for the Period from: _____

To: _____

Partial Payment or Full: _____

Total Purchase Order: _____

Net Due This Invoice _____

Labor (sub total) _____

Materials (sub total) _____

Equipment (sub total) _____

Residency % for this Invoice _____

TBE / DBE % for this Invoice _____

Scope: _____

Other _____



MILWAUKEE COUNTY

TIME AND MATERIAL LABOR

Date: _____ Purchase Order # _____
 Project Title/ Number: _____ (if known)
 Contractor: _____

TBE (YES/NO)	Residency (YES/NO)	DATE	EMPLOYEE	LABOR CLASSIFICATION	JOB DESCRIPTION	HRS.	WAGE RATE	TOTAL COST

* Total 1500 x Markup 12% = 180
 Subtotal of Labor = \$ _____
 *\$ _____ X _____ % = _____
 SUBTOTAL MARK -UP
 Approved by (Milwaukee County Staff): _____ TOTAL COST = \$ _____
 Date: _____



MILWAUKEE COUNTY

TIME AND MATERIAL MATERIAL

Date: _____ Purchase Order # _____

Project Title/ Number: _____ (if known)

Contractor: _____

TBE (YES/NO)	Quantity	Material Description	Unit Invoice Cost***	Total Cost

* Total 1500 x Tax .055 = 82.50

** Total 1500 x Markup 12% = 180

Subtotal of Material = \$ _____

*\$ _____ X _____ % = _____
SUBTOTAL TAX

**\$ _____ X _____ % = _____
SUBTOTAL MARK-UP

Approved by (Milwaukee County Staff): _____

TOTAL COST = _____

Date Approved: _____

***Attach receipts



MILWAUKEE COUNTY

TIME AND MATERIAL EQUIPMENT (Value greater than \$1,000)

Date: _____ Purchase Order # _____

Project Title/ Number: _____ (if known)

Contractor: _____

Equipment Description	Time Used	Rate*	Total Cost

Approved (Milwaukee County Staff Member): _____

TOTAL COST =

Date Approved: _____

*Attach receipts

SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

Project Name: _____

Contractor Name: _____

Project Number: _____

Contractor License #: _____

Contractor Address: _____

Solid Waste Material	Diverted from Landfill? <small>(If recycled or reused write YES; If disposed state why not diverted)</small>	Date Diverted/ Disposed <small>(mm/dd/yy)</small>	Amount Diverted <small>(tons)</small>	Amount Disposed <small>(tons)</small>	Waste Facility		
					Name	City/State	Phone Number
Appliances							
Asphalt							
Cardboard							
Carpet							
Concrete							
Gypsum Drywall							
Land Clearing/Soil							
Masonry							
Metals: Ferrous							
Metals: Non-ferrous							
Mixed/Co-mingled Waste							
Plastic							
Roofing: Asphalt-Based							
Roofing: EPDM							
Salvaged/Surplus Materials for Reuse							
Wood: Landclearing Debris							
Wood: Scrap Lumber							
Other (specify):							

Signature: _____

Date: _____



PARTIAL LIEN WAIVER AND RELEASE UPON PAYMENT

This Partial Lien Waiver and Release Upon Payment is submitted pursuant to the Contract Documents between (hereinafter called "Owner") and (hereinafter called "Contractor"), for the project known as (the "Project") located at , Wisconsin (the "Property") with respect to the Work to be performed by Contractor for Owner.

This Partial Lien Waiver and Release Upon Payment is also submitted pursuant to Contractor's Application for Payment No. in the amount of \$ for work, labor and materials installed in or furnished for the Project through , 20.

- (1) The Contractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Contract Documents and in conformance with all Construction Documents.
(2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Contractor for use or incorporation into the construction of the improvements to the Property are listed in Contractor's Application for Payment.
(3) All sums due by Contractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Contractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Contractor's activities on, or improvements to, the Property, except as set forth below.
(4) Contractor is not aware of any claims which may arise against Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Contractor's activities or construction work on the Property.
(5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
(6) This Partial Lien Waiver and Release Upon Payment constitutes a representation by the undersigned, for and on behalf of the Contractor, that the payment referenced above, once received, constitutes full and complete payment for all work performed and invoiced under this pay application.
(7) Below is a list of items which serve as an exception to the representations set forth in Paragraphs 4, 5 and 6 above (items not listed are waived irrevocably):
(8) The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release Upon Payment.
Dated this day of , 20.

CONTRACTOR:
Signature:
Name:
Title:

Subscribed and sworn to before me
this day of , 20
Notary Public, State of
My commission

ADVANCE PURCHASE AFFIDAVIT

STATE OF WISCONSIN)
COUNTY OF)

_____, being duly sworn, on oath deposes and says that he is an officer, to-wit, _____ of _____, hereinafter referred to as the Contractor, now engaged in furnishing work and material on Project No.: _____, and that attached is a true and correct statement of materials inventoried or purchased by the Contractor for the Project together with dates of purchases and inventory with the location of the material; evidence of payment or certification of removal from stock; that affiant is personally familiar with the facts in the statement and swears they are true and correct; that the statement is given as a consideration for payment by the County for the cost of such materials; that as a further consideration for such payment, this affiant covenants and agrees that no part of the materials shall at any time be diverted to any purpose other than its use in the County project, without written consent of the County; and that Contractor shall have the care, custody and control of the materials and safeguard them against loss, damage or destruction from any cause.

CONTRACTOR

BY: _____

(Signature)

Subscribed and Sworn to be before me

this _____ day of _____

20__

Notary Public, _____ County, Wisconsin.

My Commission expires: _____

TRANSMITTAL LETTER (Advance Purchase)

TO: Department of Administrative Services Facilities Management
Architectural, Engineering and Environmental Services Section
Milwaukee County
633 W. Wisconsin Ave., Suite 1000
Milwaukee, Wisconsin 53203

Project No.:

Project Name:

Attached is an Advance Purchase Affidavit completed in form, and a Waiver of Lien together with invoices or statements for the materials covered by said waiver. In conformance with the Advance Purchase Affidavit, the material is suitably stored and protected at the following location(s):

(Firm Name)

By: _____
(Name and Title)

Date: _____

.....
(For County Use Only)

Inspected this _____ day of _____, 20____.

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES
FACILITIES MANAGEMENT- ARCHITECTURAL, ENGINEERING AND ENVIRONMENTAL
SERVICES SECTION

By: _____

Insurance Company of Milwaukee County notified about including coverage of the above stored materials this _____ day of _____, 20____.

"CONDITIONAL UPON RECEIPT"

WAIVER OF LIEN

The undersigned, for value received, hereby waives its lien on any money; bonds or warrants due or to become due the prime contractor, _____, on Project Name and No. _____ situated in the City of _____, County of Milwaukee, State of Wisconsin, and described and located at _____. This waiver of lien is in the total sum of \$ _____, and covers invoice numbers:

<u>INVOICE NUMBER</u>	<u>AMOUNT</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

This waiver of lien affects only materials furnished under the foregoing invoices, and does not impair the undersigned's right to a lien authorized by Section 289.15, Wisconsin Statutes, for additional materials to be furnished to _____, contractor, and used in connection with the erection, construction, alterations or repair of the premises located at _____.

Dated at _____, Wisconsin, this ____ day of _____, 20__.

(Firm Name)

By: _____

**DOCUMENT 00 65 00
PROJECT CLOSEOUT FORMS**

PART 1 - GENERAL

1.1 DOCUMENT INFORMATION

A. The forms in this document shall be used during the project closeout.

1.2 FORMS

A. This section contains the following documents:

- | | |
|---|---------|
| 1. Summary of Solid Waste Disposal and Diversion Form | 1 page |
| 2. Final Lien Waiver | 1 page |
| 3. Certificate of Substantial Completion (when applicable –
to be completed by Architect/Engineer of Record and
submitted with final payment application) | 2 pages |
| 4. Contract Close-out Payment Certifications (TBE-18) | 1 page |
| 5. Final Payment Affidavit of Compliance with Contractor Labor Residency
Provisions | 1 page |

END OF DOCUMENT

SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

Project Name: _____

Contractor Name: _____

Project Number: _____

Contractor License #: _____

Contractor Address: _____

Solid Waste Material	Diverted from Landfill? <small>(If recycled or reused write YES; If disposed state why not diverted)</small>	Date Diverted/ Disposed <small>(mm/dd/yy)</small>	Amount Diverted <small>(tons)</small>	Amount Disposed <small>(tons)</small>	Waste Facility		
					Name	City/State	Phone Number
Appliances							
Asphalt							
Cardboard							
Carpet							
Concrete							
Gypsum Drywall							
Land Clearing/Soil							
Masonry							
Metals: Ferrous							
Metals: Non-ferrous							
Mixed/Co-mingled Waste							
Plastic							
Roofing: Asphalt-Based							
Roofing: EPDM							
Salvaged/Surplus Materials for Reuse							
Wood: Landclearing Debris							
Wood: Scrap Lumber							
Other (specify):							

Signature: _____

Date: _____



FINAL LIEN WAIVER AND RELEASE

Pursuant to the terms and conditions of the Contractor Agreement dated _____, 20____, and amendments or modifications thereof, if any (the "Agreement"), between _____ (hereinafter called "Contractor"), and _____ (hereinafter called "Owner"), for the work as defined in the Agreement (the "Work"), Contractor states as follows:

1. Contractor covenants, represents and warrants that:

Contractor has paid or provided for the payment in full for all the labor, services and material relating to the Agreement, whether performed, rendered and furnished by any subcontractor, materialman, laborer or other person;

There are no outstanding claims or demands or rights to liens against the Owner or Contractor, or against the premises arising out of said labor, services and materials, or otherwise, or arising out of the Agreement and materials, or otherwise, or arising out of the Agreement on the part of any person, firm or corporation, including any such subcontractor, materialmen, laborer or other person; and

The Property is free of and from any and all claims, demands and liens arising out of the Agreement.

2. Contractor waives and releases for Contractor and, to the extent permitted by law, for Contractor's subcontractors, materialmen, laborers and all other persons furnishing services, labor or materials in connection with the Agreement, any and all claims or lien or rights to claims or liens that may now or hereafter exist or be claimed on or against the Owner or the real property for which or upon which the improvements were furnished, Contractor agrees to furnish upon demand a good and sufficient full and final lien waiver.

3. Contractor covenants and agrees:

To indemnify and save harmless Owner from any such claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Owner in connection therewith; and

That any and all moneys received by the undersigned from Owner shall be received by the undersigned as a trust fund, to be applied first for the purpose of paying for unpaid work performed, services rendered and materials furnished in connection with the Agreement, if any.

Dated this ____ day of _____, 20____.

CONTRACTOR:

Signature: _____
Name: _____
Title: _____

Subscribed and sworn to before me
this ____ day of _____, 20____

Notary Public, State of _____
My commission _____



ARCHITECTURE, ENGINEERING, & ENVIRONMENTAL SERVICES SECTION

Certificate of Substantial Completion

Date: _____
Project Name: _____
Project Number: _____
Contract Number: _____
Contractor Name: _____
NTP Date: _____

Project or designated portion of work to be substantially complete shall include:

The work performed under the Contract has been reviewed and found, to the Designers best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the work or designated portion thereof that is sufficiently complete in accordance with the Contract Documents so the Owner may occupy or utilize the work for its intended purpose.

The date of Substantial Completion of the project or designated portion noted above is hereby established as:

Which is also the date of commencement of applicable warranties required by the Contract Documents, except as state below: (Enter or attach information such as punch list date or specific unaccepted items).

The Punch List of items to be completed or corrected is attached hereto. The failure to include any items on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.



Managing Engineer Name

Signature

Date

Designer Name

Signature

Date

The contractor shall complete or correct the Work on the attached Punch List within _____ days from the above date of Substantial Completion.

Contractor Name

Signature

Date

The Owner Department accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at midnight on the above date of Substantial Completion. The Owner shall assume responsibility for safety, security, maintenance, heat, utilities, damage to the Work, and insurance, except for open Punch List items and those additional items noted in any attachments to this document.

Owner Department

Signature

Date

List of attachments:



COMMUNITY BUSINESS DEVELOPMENT PARTNERS

CONTRACT CLOSE-OUT PAYMENT CERTIFICATION

Prime Contractor/Consultant must complete and attach to the request for final payment

County Department Issuing Contract/Project: _____

Prime Contractor/Consultant: _____

TBE Firm: _____

Project No: _____ Project Name: _____

Complete Section A if full payment has been made

Complete Section B if full payment will be made upon receipt of final payment from Milwaukee County

SECTION (A) TBE FIRM COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED

I hereby certify that our firm received \$ _____ total payment for work

Date: _____, 20__

(TBE Contractor/Consultant Signature)

(Print Name & Title)

**SECTION (B) BOTH PRIME CONTRACTOR/CONSULTANT AND TBE FIRM COMPLETE
IF FULL PAYMENT HAS NOT BEEN MADE AND A BALANCE REMAINS DUE**

I hereby certify that our firm has paid to date a total of \$ _____ and will pay the balance of

\$ _____ to _____

upon receipt of payment from Milwaukee County for work on the above referenced project or contract

Date: _____, 20__

(Prime Contractor/Consultant Signature)

(Print Name & Title)

(TBE Contractor/Consultant Signature)

(Print Name & Title)



ARCHITECTURE, ENGINEERING, & ENVIRONMENTAL SERVICES SECTION

Final Payment Affidavit of Compliance with Contractor Labor Residency Provisions

Project No. _____

Project Name: _____

I, _____, being duly sworn, state that:

1. I am the _____ of _____ a _____ of _____, and make this affidavit pursuant to the provisions of Milwaukee County Code of Ordinances regarding Milwaukee County's Contractor Residency Program.
2. I have completed the Work under the Contract for the above named Project and make this affidavit in order to obtain my final payment.
3. I have complied with the contractor residency provisions in the above referenced project contract.
4. I have received similar evidence of compliance with the residency provisions from each of my agents and subcontractors who worked on this project.
5. I have accurate records that show the name, address and trade or occupation of every laborer, worker or mechanic that I and/or my subcontractors employed on the above named project, including the hours worked and actual wages and fringe benefits paid to each employee.

These records will be kept at (place and address) _____, and made available for inspection for a period of three (3) years following date of substantial completion of this project.

(signature)

Subscribed and sworn to before me

This date: _____

Notary Public, State of: _____

My Commission Expires: _____

Submit with final application
for payment.

DOCUMENT 00 72 00

GENERAL CONDITIONS OF THE CONTRACT

NOTE: This section contains the following document(s):

A201: General Conditions of the Contract for Construction

54 pages

END OF DOCUMENT

DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

<< >>
<< >>

THE OWNER:

(Name, legal status and address)

<< >>< >>
<< >>

THE ARCHITECT:

(Name, legal status and address)

<< >>< >>
<< >>

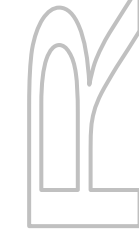
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, ~~or~~ (4) a written order for a minor change in the Work issued by the Architect, or (5) a Field Change (as defined herein). Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties and the Owner shall be entitled to performance and enforcement of obligations under the agreement between Contractor and Subcontractors intended to complete the Work.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

§ 1.1.6.1 The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.6.2 Any reference in the Specifications to codes, standard specifications or manufacturer's instructions shall mean the indicated date of a specific document or the printed edition of each in effect as of the date the Specifications are dated. If any of these codes, specifications or instructions changes between the time the Agreement is executed between the Owner and Contractor and the Specifications are issued to the Contractor, the cost and time for the Work shall be adjusted, if necessary, to account for any actual increases in the direct cost of the Work.

§ 1.1.6.3 In some Sections of the Specifications, as an aid only to bidding, work has been delegated to others, i.e., installed by electrician, mason, etc., or plumber, etc., or furnished and installed by electrician, mason, etc., or furnished under Millwork and installed under Carpentry, etc. This procedure is used to avoid bidding of an item twice or omitting it entirely. The Contractor has the right to shift sections, trades, etc., and it is the definite responsibility of the Contractor to delegate work or branches of work to proper trades in accordance with good practice and within jurisdiction of local building trades

§ 1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the instructions to bidders, bidding requirements, sample forms, Conditions of the Contract, Specifications and other supplemental information. The Project Manual includes all Division 00 and 01 Sections. All reference to Division 00 or Division 01 are references to the Specifications.

§ 1.1.87 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.98 [Intentionally Deleted] Initial Decision Maker

~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of any inconsistency among the Contract Documents, at Owner's discretion, the better quality or more stringent requirement shall apply.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. In case work or materials are specified and/or shown on Drawings to be done or provided by more than one Prime Contractor, each such Contractor will be deemed to have included this item in their bid, and Architect will recommend to the Owner who shall furnish work and who shall submit credit to Owner for work. The Owner will make a final determination on who will furnish the work.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. In case of disputes over words and abbreviations that have well known or trade meanings, Architect's interpretation of terms shall be final.

§ 1.2.4 The general character and scope of Work is indicated by the Drawings. Where a portion of the Work is fully drawn and the remainder is merely indicated, the portion fully drawn shall apply to all similar parts of the Work to the extent it can be reasonably inferred.

§ 1.2.5 Lists of "work included" and "work excluded" are not intended to enumerate each and every item of work or appurtenant required. All work indicated shall be supplied except items specially noted as "by others", "by Owner," "not in contract," "existing," or similarly noted. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings and consistent with the Contract Sum, as defined in Article 4 of the Agreement, and the detail provided therein.

§ 1.2.6 Where items of material, equipment and labor are referred to in the singular, such item or items shall be provided in the number necessary for the proper completion of the Work.

§ 1.2.7 Unless otherwise specifically indicated, all references to "days" refers to calendar days. If a deadline falls on a weekend or a legal holiday (as defined by Chapter 17.17 (3) of Milwaukee County Code of Ordinances), the deadline shall be extended to the next business day.

§ 1.2.8 Sections of Division 00 and 01 shall govern execution of work of all Sections of the Specifications.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.1 Project Manual Documents and Sections are numbered and titled in accordance with Construction Specifications Institute's MasterFormat.

§ 1.4.2 Each Specification Section contains "Section Includes", "Summary", or "Work Included" list of work items described in Section which is not intended to limit or restrict volume of work required by Section of Specifications. It is solely for convenience of reference.

§ 1.4.3 Where word "Contractor" occurs in Specification Sections of Divisions 2 through 50, it shall mean Contractor, Subcontractors, Erector, Fabricator, or Material Supplier for that particular Section. Contractor may be referred as CSI section number "XX XX XX" Contractor.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights except as otherwise stated in contract with Owner. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and, where applicable, the Architect's consultants.

§ 1.5.3 Contractor shall indemnify, hold harmless and defend Owner, Architect, Architect's Consultants, from and against any claim, loss, damage or injury resulting from Contractor's or Subcontractor's:- (1) unauthorized use of the Instruments of Service, including, without limitation-, use of the Instruments of Service on any other project. This duty shall include the reasonable attorneys' fees incurred by Owner in enforcing the terms set forth in this section.

§ 1.5.4 Agreement shall be signed by Contractor and Owner. In accord with Milwaukee County Code, Chapter 44, Public Works Contracts, Contractor shall return signed Contract and executed Performance Bond within 10 days from receipt of Contract or as approved by the Director of Administrative Services.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use (1) AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or (2) another format agreed by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in (1) AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form or (2) another format agreed by the parties, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing ~~athose~~ representatives who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

~~§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen (15) days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein. Owner upon reasonable request will furnish to Subcontractors information which is necessary for filing a lien on money due or to become due Prime Contractor.~~

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the

Contractor may disclose “confidential” information, after seven (7) days’ notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose “confidential” information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Architect” means the Architect or the Architect’s authorized representative.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor ~~to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 Except as provided in the Contract Documents, ~~the~~ Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Contractor shall notify Owner of any discrepancies or information which is lacking in the information provided by the Owner of which the Contractor is aware or reasonably should be aware.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and ~~relevant to the Contractor’s performance~~ that is necessary for the completion of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner’s Right to Stop the Work

§ 2.4.1 If the Contractor (a) fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 after fifteen (15) days prior written notice, or (b) repeatedly fails to carry out Work in accordance with the Contract Documents and after fifteen (15) days prior written notice, and in either case (a) or (b) the Contractor does not undertake efforts to cure the non-conforming Work, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. Contractor shall not have a Claim for the increase in the Cost of the Work or for an extension of the Contract Time if the Work is stopped pursuant to this section.

§ 2.4.2 The Owner or the Owner’s inspectors may stop the Work until a condition deemed unsafe to persons is corrected. Should this occurrence delay the Work, the Contractor shall be responsible for any excess costs associated with the work stoppage and shall not be allowed an extension of time in which to perform. This provision does not relieve Contractor of its exclusive responsibility for safe Work practices nor impose upon the Owner any obligation to supervise Contractor’s work practices.

§ 2.5 Owner’s Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or otherwise fails to comply with its obligations under the Contract Documents and fails within a tenfifteen day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or

~~neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. In such a case, all such costs, including attorneys' fees and additional compensation for the Architect's additional services shall be deducted from payments then or thereafter due to the Contractor. Owner shall also be entitled to withhold payment otherwise due to Contractor until such remedial action is complete and fully accounted for. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within 30 days of Owner providing the amount due to the Contractor. If Contractor defaults or neglects to carry out Work in accordance with Contract Documents and fails within fifteen days after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, after 15 days following receipt by Contractor and without prejudice to other remedies Owner may have, correct deficiencies. In such case, appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor, cost of correcting such deficiencies, including compensation for Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by Owner and amounts charged to Contractor are both subject to prior approval of Architect. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay difference to Owner.~~

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor and all applicable Subcontractors and Suppliers shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents and Submittals approved pursuant to Section 3.12 herein.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. In making its observations, the Contractor shall utilize any Owner provided information about the Project, Work or site, including, but not limited to, surveys, subsurface tests and data, the identification and location of hazardous substances and the condition and characteristics of structures on the site, unless Contractor has specific knowledge that the Owner provided information is contrary to existing conditions. If that occurs, then Contractor shall ask for clarification from Owner or Architect. Whenever possible, the Contractor and all of its necessary Subcontractors, as appropriate, shall endeavor to verify existing field conditions that are visible (i.e., accessible through normal and customary methods of observation and investigation). Where existing field conditions are not visible (e.g., below grade) or concealed within construction assemblies, and existing items are indicated on the drawings, such items shall be considered as being shown schematically only, if so represented or designated as such by Architect.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents. ~~however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered, including design errors or omissions, by or made known to the Contractor as a request for information in such form as the Architect may~~

require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Except as specifically set forth in the Contract Documents, the Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized such error, inconsistency, omission or difference and failed to report it to the Architect. If the Contractor performs any construction activity involving an error, inconsistency, omission or difference in the Contract Documents that Contractor knowingly recognized or should have reasonably recognized without such notice to the Architect and Owner, the costs for correction will be allocated among the responsible parties.

§ 3.2.5 The Contractor shall provide the necessary estimating and coordination services to evaluate the value engineering and cost savings options. Contractor shall not be entitled to an increase in the Contract Price for such services. For those options the Owner approves as a lump sum adjustment, the Contract Price shall be reduced by the full amount of direct costs associated with the change through the Change Order Process.

§ 3.2.6 The Contractor may submit requests for information to the Architect to help facilitate the Contractor's performance of the Contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.

§ 3.2.7 Each request for information shall be submitted to the Architect, in writing. The RFI form is to be agreed by Owner and Architect prior to use. Each request for information shall identify the specific sources which were reviewed by the Contractor in an effort to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

§ 3.2.8 The Contractor shall submit each request for information sufficiently in advance of the date by which such information is required in order to allow the Architect sufficient time to permit adequate review and response and to permit Contractor compliance with the latest construction schedule.

§ 3.2.9 The Contractor shall maintain a log at the Project site that sequentially numbers and lists each request for information. This log shall contain the Drawing reference or Specification section to which the request pertains, the date of the request, to whom the request was made, by whom the request was made, the nature of the request, and the Architect's resolution thereof. This log shall be reviewed at each Project meeting and the status of the requests for information shall be made part of the minutes of such meeting.

§ 3.2.10 The Contractor shall provide the Owner's representative with a copy of each request for information.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite

safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures, unless Contractor is negligent, intentionally causes misconduct, or acts recklessly.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Owner will not be liable to assume any responsibility for the damage to the Contractor's tools, materials and/or equipment except to the extent covered by any applicable insurance or to the extent that the Owner and its agents, employees or contractors are responsible for the damage.

§ 3.4.2.1 The Contractor shall make good faith efforts to inform the Owner and Architect of any value-engineering alternatives during the term of the Project. If the Owner approves, the Architect shall consider incorporation of such value-engineering alternatives, including the substitution of products, equipment or systems, at any time during the Project. In presenting such alternatives, the Contractor shall provide to the Owner and Architect a description of the alternate along with the standard product or system information to help in their evaluation of the alternative. Upon the request of the Owner or Architect, Contractor shall obtain any additional information that they feel is necessary for their evaluation of the proposed alternative. Based on the available information, the Contractor shall submit to the Owner and Architect the cost and schedule impact of the alternative. Any alternative approved by the Owner shall be processed by a Change Order. The Contractor shall incorporate changes related to the approved alternatives according to the associated revisions to the Contract Documents, as issued by the Architect.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions of specified materials or equipment only with the consent and approval of the Owner, after evaluation and recommendation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 Where a definite material or method is specified, it is not the intention to discriminate against any "approved equal" product by another manufacturer. Rather, it is the intention to set a definite standard. Open competition is expected. The Contractor shall submit to the Architect the substitutions it proposes together with samples, complete evidence of quality and any credits that may accrue to the Owner for allowing the various substitutions. The Architect shall investigate all proposed substitutions, consult with the Owner for its review and approval, and render final decisions as is necessary to avoid any delay in the Work.

§ 3.4.2.1.1 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (iv) the adjustment, if any, in the time of completion of the Contract and the Project schedule in the event the substitution is acceptable; and (v) a statement setting forth that (a) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow no

less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated herein.

§ 3.4.2.2 The Contractor shall ascertain that items offered as equals to specified items will fit the physical limits of space shown on the Drawings, and leave ample clearance for proper installation, operation and servicing of the item and all adjacent items.

§ 3.4.2.3 Materials and equipment proposed as substitutes for specified items may be rejected by the Architect and Owner.

§ 3.4.2.4 If during the performance of Work any materials or equipment specified in the Contract Documents become unavailable because of government restrictions or because of other market conditions (which are not the result of Contractor's delay in order or purchasing), the Owner, Architect and Contractor shall collectively suggest and consider alternatives and substitutes. The Architect shall then issue a final recommendation for consideration and approval by Owner. Such alternatives or substitutions shall not serve as a basis for an increase in the Contract Sum except in Owner's sole discretion.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall promptly remove any persons of whom Owner or Architect has a reasonable objection to their fitness for work.

§ 3.4.4 Contractor shall provide to Architect the required information for all materials and equipment which, pursuant to the Contract Documents must be approved by Architect. The Contractor shall provide such information to the Architect according to the submittal schedule included in the Construction Schedule, or, if not specifically included in the Construction Schedule, then timely enough to allow for Architect's review and to otherwise not cause a delay in the Project Schedule

§ 3.4.5 The Contractor shall employ only skilled labor on the Project capable of working harmoniously with all trades, crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbances.

§ 3.4.6 After Contract has been executed, Owner and Architect will consider a formal request for substitution of products in place of those specified only under conditions set forth in Division 01.

§ 3.4.7 Labor: Contractors and subcontractors employed upon work shall be required to conform to Labor Laws of the State of Wisconsin and various acts amendatory and supplementary thereto and to other laws, ordinances, and legal requirements applicable thereto.

§ 3.4.8 If this project is federally funded and requires that each contractor, subcontractor or agent performing work on this project shall staff and pay its workforce the minimum wage according to Federal Wage Decision Rates and provisions enclosed within this Project Manual.

- .1 To ensure that intent of this requirement is enforced, employees of contractors, subcontractors and agents shall be considered third-party beneficiaries of this contract for the sole purpose of enforcing their rights. Contractor shall issue its employees and shall require subcontractors and agents working for Contractor to issue to each employee a notice advising each employee of the right to bring an action against said contractor to recover Federal Wage Decision Rate if employee was not paid such wage as determined by pay of trade or occupation determination of Federal Wage Decision Rate.
- .2 If wage rate complaint is filed, every contractor shall, upon written notice from the Director of Administrative Services or such other officer as may be designated by County Board, file a true and correct copy of payroll records, including those of subcontractor, with Director of Administrative Services or such designated person. Copies so furnished shall be public records.
- .3 Each contractor and subcontractor shall submit with each application for payment, completed LCP Tracker Labor Compliance software documentation, furnishing payroll information regarding each employee engaged on project for which payment application is made.

- .4 Affidavit of Compliance confirming payment of total required wages and benefits paid to each employee at conclusion of Project shall be submitted with final application for payment. Application for payment.
- .5 Each contractor shall post a copy of prevailing wage rate determination in a conspicuous and easily accessible place at Project site. Owner will furnish prevailing wage rate determination to Contractors prior to starting construction. Contractor shall maintain wage rate determination at Project site.

§ 3.4.9 If the project is not federally funded, each contractor and subcontractor shall submit with each application for payment, completed LCP Tracker Labor Compliance software documentation, furnishing payroll information regarding each employee engaged on project for which payment application is made.

- .1 Affidavit of Compliance confirming payment of total required wages and benefits paid to each employee at conclusion of Project shall be submitted with final application for payment.

§ 3.5 Warranty

§ 3.5.1 Pursuant to Section 12.2.2 herein, ~~T~~the Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Contractor's warranty under this Section is not exclusive, and any other express warranties stated elsewhere, may also be exercised by Owner at its option. In addition, the Contractor shall assign to the Owner all manufacturers' and suppliers' warranties, express or implied, respecting any part of the Work which Contractor or Subcontractors receive not later than at the time Final Payment is made. The assignments, copies of all warranties and all product operation manuals for proper use and maintenance of equipment shall be conveyed to the Owner prior to Final Payment for the Work (i.e., final retainage). Owner may, at its option, release final retainage for that portion of the Work for which all contract close-out requirements have been satisfied.

§ 3.5.4 The Contractor and any applicable Subcontractors agree, as part of its post completion Work and its warranty obligations, to participate in warranty walk-throughs at the Project Site with the Owner and its Architect eleven (11) months after Substantial Completion of each phase of the Work to identify warranty work and any other items which must be corrected to conform with the requirements of the Contract Documents.

§ 3.6 Taxes

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.2 The Owner represents that it is a non-profit entity holding a Wisconsin Sales and Use Tax Exemption Certificate. In reliance on this representation, the Contractor will purchase materials and equipment that will become a component of the Project on a sales tax exempt basis as permitted by Wis. Stats. §77.54(9m) currently in effect, as the same may be amended or renumbered from time to time ("Tax Exempt Items"). The Owner agrees to defend, indemnify and hold the Contractor harmless from and against any claim, loss, cost, penalty or expense arising out of the assessment or imposition of any such sales tax assessed against Contractor in reliance on Owner's representation. At its sole option, the Owner may dispute, contest or otherwise resist this imposition or assessment of any such sales tax at no expense to Contractor. The Contractor shall promptly notify the Owner of any actual or threatened imposition or assessment of a sales tax. Contractor shall be exempted from state sales tax under the following conditions: "The sales price [of a normally taxable item] sold to a construction contractor who, in

fulfillment of a real property construction activity, transfers the [item] to [a government entity, including Milwaukee County], if such [item] becomes a component of a facility in the State of Wisconsin that is owned by Milwaukee County. In this subsection, 'facility' means any building, shelter, parking lot, parking garage, athletic field, athletic park, storm sewer, water supply system, or sewerage and wastewater treatment facility, but does not include a highway, street or road. Contractor shall apply for the sales tax exemption and provide Owner with State sales tax exemption documentation.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Owner will pay State of Wisconsin or local authority having jurisdiction plan examination fee when applicable. Contractor shall secure and pay cost of permits. Certificates of Inspection and a copy of Permits shall be delivered to Architect and Owner promptly upon receipt.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. However, if the Contractor observes that portions of the Contract Documents are at variance therewith and promptly notifies the Architect and Owner in writing, necessary changes shall be accomplished by appropriate Modification. Any Modification shall be in accordance with Article 7. Notwithstanding the above, for those trades requiring licensed tradesmen, Work depicted for those trades shall be installed in a code conforming manner irrespective of references or representations in the documents to the contrary, at no additional cost to the Owner.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend, for Owner's review and approval or disapproval, that an equitable adjustment be made in the Contract Sum or Contract Time, or both. Any adjustments to the Contract Sum recommended by the Architect will be based on the factors set forth in Section 7. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor of its recommendations in writing, stating the reasons. If either party disputes the Architect's ~~determination or~~ recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. If requested by Contractor, any adjustment to the Contract Sum or Contract Time will be based on the factors set forth in Article 7 and Article 15. ~~Section 7.3.7.1 to 7.3.7.5. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.~~

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. See additional information in Division 01 Sections.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 If applicable, the Cost Reduction Allowance is set forth in the Agreement. The Contractor shall work in conjunction with the Owner and Architect to establish additional items for the Cost Reduction Allowance for consideration by the Owner. The Owner shall have the Architect review each Cost Reduction Allowance item, so that Architect is aware of any aesthetic, structural, functional or code issues that may arise as a result of Owner's acceptance of the Cost Reduction Allowance items. Upon approval of any Cost Reduction Allowance item, the Owner shall require the Architect to expeditiously incorporate any necessary revisions into the plans and specifications to ensure the documents properly reflect any accepted Changes.

§ 3.9 Superintendent and Project Manager

§ 3.9.1 The Contractor shall employ a competent superintendent, project manager and necessary assistants who shall be in attendance at the Project site during performance of the Work who shall not be replaced without the consent of the Owner. If the superintendent or an assistant leaves the employment of the Contractor, the replacement shall be subject to Owner's approval. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. All communications shall be confirmed in writing.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent and project manager. Within 14 days of receipt of the information, the Owner or Architect may notify the Contractor, stating whether the Owner ~~or the Architect~~ (1) has reasonable objection to the proposed superintendent and project manager or (2) requires additional time for review. Failure of the Owner or Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent or project manager to whom the Owner ~~or Architect~~ has made reasonable and timely objection. The Contractor shall not change the superintendent or project manager without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Contractor shall have the superintendent, project manager and other competent representatives familiar with the Work attend meetings which may be held at the job site or at such place as Owner designates.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's review and approval, and Architect's information a Contractor's construction schedule for the Work, both as a hardcopy and its native electronic format. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Additional information is specified in Division 01 Sections.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's and Owner's review and approval, which- The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect and Owner reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance

with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect and approved by Owner.

§ 3.11 Documents and Samples at the Site

§ 3.11.1 The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. Additional information is specified in Division 01 Sections.

§ 3.11.2 At completion of each phase of the Work, record drawings of all Mechanical and Electrical systems, if any, shall be submitted to the Architect, which indicate all field changes. Such submission is a condition precedent to payment of subsequent Applications of Payment.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work. Additional information is specified in Division 01 Sections.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged. Samples shall be delivered to the Architect (for review) by the Contractor as soon as practicable so as not to delay the Contract Schedule after signing the Agreement or applicable Subcontract in the following manner:

.1 Furnish Samples for all items called out in the various sections of the Specifications and all other samples that may be required to establish the character, physical characteristics, and quality of materials to be used in the Work.

.2 A label on each Sample shall bear the following information: name of Project, name of Architect and Owner, the Contractor and Subcontractor; name, quality and finish of material; name of manufacturer and/or source; date of submission; and Contractor submittal number.

.3 Submit samples in duplicate unless a greater number is specified. In case samples are rejected, resubmit the same number of samples originally required. One Sample will be retained by the Architect, the balance will be returned to the Contractor.

§ 3.12.4 The purpose of Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not marked as reviewed for compliance with the Contract Documents or the Architect's requirements and approved by the Contractor may be returned by the Architect without action. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect and Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Additional information is specified in Division 01 Sections.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them for the purpose described in Section 3.12.5, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved and/or reviewed stamped submittals, except that the submittals. The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval errors or omissions in of Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.8.1 If there is a quantitative or qualitative difference between a submittal and the item identified in the Contract Documents, such difference shall be indicated in the submission.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or reject or take other appropriate action on submittals (i.e. "revised and resubmit" or "proceed as revised") in accordance with Section 4.2.7 herein, only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 Contractor shall furnish an electronic copy, in a format acceptable to the Owner, and one (1) complete set (hard copy) of operating manuals containing the manufacturers' warranties and instructions necessary for maintenance and operation of each item of equipment and apparatus it furnishes under the Contract Documents, warranty information and any additional data specifically requested under the various sections of the Specifications for each division of the Work to the Architect for subsequent conveyance with all Contractors' manuals to the

Owner at or before Final Payment. Documents shall be arranged in logical order, indexed and delivered in a format acceptable to the Owner.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Additional information is specified in Division 01 Sections.

§ 3.13.2 The Contractor may store materials on the site and in such a manner as will not damage the area in which they are stored and ensure that the materials are properly secured and protected from the elements, vandalism, and/or theft. Material deliveries shall be scheduled so that they are not stored longer than necessary. All items furnished to the site by the Owner shall be stored as directed.

§ 3.13.3 Where the Contractor's operations will affect the Owner's operation and use of existing facilities, the Contractor will arrange its work to minimize its effect on the existing facility, and will coordinate the timing, sequencing and duration of the disruptions with the Owner's representative and proceed with such work only after receiving authority to do so.

§ 3.13.4 Contractor shall ensure that the Work is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. Contractor shall use its best efforts to perform the Work in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Additional information is specified in Division 01 Section.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Additional information is specified in Division 01 Sections.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charges to the Contractor by deductive change order. The Contractor shall employ experienced workers or professional cleaners for final cleaning for all trades at the completion of the Work. the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a

copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

~~§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's lender, Architect, Architect's consultants, and their officers, members, partners, agents, subsidiaries, successors, assigns agents and employees (the "Indemnified Parties") and agents and employees of any of them from and against any and all liabilities claims, demands, actions, costs, suits or matters in connection therewith including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to third party claims, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by breach of the Agreement or the negligent acts or omission of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; provided, however, that the provisions of this Section shall not be construed to require the Contractor to indemnify any Indemnified Party for or against such person's or entity's own negligence. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. Contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the County Owner, and its agents, officers and employees, from and against all loss and expense including costs and attorneys' fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of its employees or agents which may arise out of or are connected with the activities covered by this Agreement. Contractor shall further indemnify the County Owner from, and defend against any liability or expenses (including reasonable attorneys' fees) arising out of or relating to an act or omission by it or its employees arising out of or relating to (1) Federal, state, or other laws or regulations for the protection of persons who are members of a protected class or category of persons, (2) employment discrimination or harassment under any legal theory, (3) any personal injury (including death) received or sustained by any employee of a party, its subcontractors, agents, or invitees for any reason, and (4) any personal injury (including death) sustained by a third party or property damage by reason of any act or omission, negligent or otherwise, to the extent caused by a party or its employees.~~

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

~~§ 3.18.3 If any claim for which indemnification is required under Section 3.18.1 has not been settled or discharged when the Work is completed, Final Payment of the Stipulated Sum shall be deferred until such claim is paid or settled, or until the Contractor provides a bond or other security reasonably acceptable to the Owner in a sum equal to the amount of such claim. Notwithstanding the foregoing, if the Contractor is fulfilling its responsibilities under Section 3.18.1, withholding of Final Payment shall be limited to the reasonable amount of the claim (i.e., up to 300+25% of the reasonable cost to complete or correct) including the potential cost of defense and interest; however, no amount shall be withheld if applicable insurance covers the loss without any reservation of rights.~~

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner ~~and written notice of such change is provided to the Contractor, Contractor, and Architect. Consent shall not be unreasonably withheld.~~

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative (1) during construction, (2) until the date the Architect issues the final Certificate for Payment, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, (1) to become generally familiar with the progress and quality of the portion of the Work completed, and (2) to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents, and (3) when applicable, to determine whether to issue a Certificate for Payment. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents except as set forth herein. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

~~The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. In order to facilitate communications during the Project, the Owner, Contractor and Architect are permitted to communicate directly with each other about matters arising out of or relating to the Contract.~~ Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect and Owner will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to recommend rejection of the Work by the Owner that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will recommend to the Owner have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action (i.e., "revise and resubmit" or "proceed as revised") upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, for the purpose of verifying that they comply with the requirements but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken as expeditiously as possible and in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or the Project Schedule or in activities of the Owner, Contractor or separate contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which

remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Contractor shall be entitled to rely upon Architect's review and approval but the Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make ~~determinations and~~ recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of ~~Final~~ ~~e~~Completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 ~~If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives. Owner will have a Project representative to coordinate with and assist Architect in carrying out Architect's responsibilities at site.~~

§ 4.2.11 The Architect will ~~interpret and decide matters~~ provide recommendations concerning performance under, and requirements of, the Drawings and Specifications ~~Contract Documents~~ on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which recommendations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such recommendations until 10 days after written request is made for them.

§ 4.2.12 ~~Interpretations and decisions~~ Recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the Drawings and Specifications ~~Contract Documents~~ and will be in writing and/or in the form of drawings when appropriate. When making such recommendations ~~interpretations and decisions~~, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of recommendations ~~interpretations or decisions~~ rendered in good faith.

§ 4.2.13 The Architect's recommendations ~~decisions~~ on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. Submit list of Subcontractors and Material Suppliers before or at preconstruction meeting.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required. If agreement on subcontractors cannot be reached, Owner reserves the right to delete that particular portion of work from Contract and let separate Prime Contractor for same.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, ~~and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.~~ Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Owner is an intended third-party beneficiary of all subcontracts and material supply contracts of whatever tier, with the right to directly enforce, both during and after the construction period, subcontractor and material supplier obligations to meet prevailing standards or workmanship and to comply with the contract documents including but not limited to all applicable express and implied warranties. During the construction period, that right shall only be exercised in cooperation with Contractor, unless Contractor is in default under the Contract and fails to cure the same.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights ~~and obligations~~ under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for actual increases in the direct costs resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Contractor shall assist the Owner ~~in scheduling shall provide for coordination of~~ the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in coordinating their activities with the reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract ~~as, including, without excluding others, those~~ stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for actual and direct costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, and damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and ~~the Architect will~~ allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Additional information is provided in Division 00 and 01 Sections.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time in connection with any changed Work unless such Work is authorized in a Change Order or Construction Change Directive. Accordingly, no course of conduct or dealing between the Parties, no express or implied acceptance of alterations or additions to the Work (without a Change Order/Construction Change Directive) and no claim that the Owner has been unjustly enriched by an alteration or addition to the Work, whether there is any unjust enrichment, shall be the basis of any Claim in connection with the Project or the Agreement.

§ 7.1.4 Except for reasons of emergency or for minor changes in the Work (see Sections 7.4 and 7.5 herein), there will be no Changes in the Work unless first authorized in writing by Owner and Architect pursuant to the terms of this Article 7.

§ 7.1.5 If the Owner directs a Change in Work (through either a proposed Change Order or a Construction Change Directive) for which there is no agreement between the Owner and the Contractor as to the modification (if any) of the Contract Sum or the Contract Time, Contractor shall proceed with the Work. Owner will pay Contractor for the Change in Work in accordance with Section 7.3.5.1. Such payment shall not serve as a waiver of the right of either party with respect to the Change in Work. Any disputes shall then be subject to the provisions of Article 15 herein.

§ 7.1.6 The Cost for Changes in the Work shall be supported by adequate documentation to demonstrate the costs related to a specific change. Cost should be broken down by labor (hours, costs), material (estimate of quantity, unit price, extension or vendor quote), subcontractor costs (with subcontract quotation and breakdown by labor, material equipment and markup), and equipment (rental rate, hours/days/weeks) in accordance with article 7.3.5.1.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3 as required by the Owner. Additional Change Order requirements, including required submission formats, are included in Division 00 and 01 Sections.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract

Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon in accordance with Section 7.3.5.1;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor and Owner agree or if the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum or the Contract Time, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount, all on a not-to-exceed basis unless otherwise agreed. In such case, and also under Section 7.3.3-3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Actual ~~Costs~~ of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance (itemized separately and subject to the provisions of the Agreement), permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Additional of overhead and profit as allowed under section 7.3.5.1.4~~Costs of supervision and field office personnel directly attributable to the change.~~

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time or Contract Sum, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.5.1 Unit Price of Lump Sum Adjustment

The Contractor shall adhere to the following with respect to any Construction Change Directive:

.1 Upon receipt of a Construction Change Directive, the Contractor must submit promptly to the Architect and Owner for review and consideration a written proposal to cover the adjustment of the Contract Sum for changes in the Work. The proposal must be in a format acceptable to the Owner and based on agreed upon unit prices (as set forth in Section 7.3.5.1.2 below), or in their absence, a detailed cost estimate of labor, insurance (itemized separately, and subject to the provisions of the Agreement between Owner and Contractor), payroll taxes, material, equipment, and premium on bond of the changed work. If after receipt of the Contractor's proposal Owner accepts the proposal or the parties agree on an equitable lump sum adjustment of the Contract Sum, a Change Order will be issued establishing the adjustment.

.2 Where the change in the Work involves items for which agreed upon unit prices have been established and where the net aggregate quantity of the items is in excess of the Contract requirements, payment for the items will be at the established unit prices.

When the net aggregate quantity is less than the Contract requirement, a Change Order will be issued for a credit equal to the sum of: (i) the product derived by multiplying the established unit price times the net decrease in units and (ii) an amount equal to « 10% » of the product. Where the "agreed upon unit price" is a unit price bid on

the estimated quantities, then the Owner may, as its option, demand a readjustment of the "agreed upon unit price" in any case where the requirements for the particular unit price item exceeds « 125% » of the estimated quantity bid.

.3 In submitting the proposal, the Contractor must use its ability and buying power to obtain the best possible prices from suppliers of material and equipment and from Subcontractors consistent with its general responsibility for the performance and completion of the work. To this end, the Contractor, when submitting such a proposal, is considered to have represented by the submission that it has used the lowest prices obtained or obtainable from suppliers of material and equipment and from Subcontractors and that nothing has been added to the prices unless indicated in the submission.

Should the Contractor at any time, without disclosing the fact in writing to Owner, add any amount to the proposal of any supplier of material or equipment to the proposal of any Subcontractor, and should the Owner act on the same or make payment on any Work covered by the proposal or subsequent billing, then the Owner has the right to recover from the Contractor any such amounts as may have been so added and not disclosed. The recovery may be made by deducting the undisclosed additions from any payments due the Contractor, or by any and all other means available to the Owner. Contractor shall also be responsible for any costs Owner incurs in investigating such occurrence including, without limitation, any additional fees of Owner's Representative or attorneys' fees.

.4 The Contractor's proposal of cost for items of Work not covered by the agreed-upon prices for additional Work ordered may include a charge for overhead and profit, together, of « 15 »%, to the extent that the Contractor performs the items of Work with Contractor's own forces. For deleted Work, the price will be net cost; however, office and field overhead, insurance, and bond premiums, for example, are not considered or allowed to be included in "net cost." Where the items of Work involved in the change are performed by a Subcontractor, to which cost, as approved by the Owner, the Subcontractor may add a charge for overhead and profit, together, of « 15 »%. To this total only « 5 »% may be added to cover both overhead and profit for the Contractor. If more than one tier of Subcontractor is involved, the Subcontractor performing the Work may add to cost a charge for overhead and profit, together of « 15 »%, and each other Subcontractor involved and the Contractor may add only « 5 »% to cover both overhead and profit. For deductive changes the cost are net, regardless of the Contractor or Subcontractor performing the Work. The overhead and profit charges referred to above constitute full reimbursement for all costs of supervision, engineering, field and main office expense, small tools, and incidental job burdens.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Contractor may request payment for changes in Work not in dispute in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor reach an agreement ~~agree with a determination made by the Architect~~ concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the

adjustments, such agreement shall be effective immediately and ~~the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.~~ shall be recorded by preparation and execution of an appropriate Change Order. The Contractor's agreement to a Change Order constitutes a waiver and release by the Contractor and its Subcontractors and suppliers for any claim for delay, cumulative impact, cost of extended general conditions, and any other indirect cost associated with the Owner-directed change in Work.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner and Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Owner and Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 FIELD CHANGES

§ 7.5.1 Upon the written request of Contractor, Owner's designated representative may authorize minor changes in the Work which occur in the field ("Field Changes") without prior presentation to the Architect, so long as each of the following criteria is satisfied:

- .1 the proposed Field Change is consistent with the intent of the Contract Documents;
- .2 the proposed Field Change will not result in an extension of the Contract Time;
- .3 The proposed Field Change will not result in a cumulative increase in the GMP or the Contract Sum by more than \$« 0 ».

§ 7.5.2 By presenting the proposed Field Change, the Contractor is verifying that each of the criteria listed above is satisfied with respect to the proposed Field Change.

§ 7.5.3 If a Field Change may result in a cumulative increase in the Contract Sum of more than \$0, the Field Change set forth in Section 7.5.1 above does not apply. Rather, Contractor must follow the written change order provisions set forth in Sections 7.1 and 7.2 above.

§ 7.5.4 The issuance of a Field Change and the provisions of this Section 7.5 shall not limit the Owner's right of review and approval of any Field Change in the progress payment process or as part of final payment.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Notice to Proceed Agreement. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement, or such other date as may be established therein. Date shall not be postponed by failure to act of Contractor or persons or entities for which Contractor is responsible.

§ 8.1.3 The date of Substantial Completion of the Work or designated portion thereof is the date certified by the Architect in accordance with Section 9.8, when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and the

dates established for Substantial Completion and Final Completion are reasonable. If required work cannot be performed during normal working hours on normal working days, special arrangements can be made to perform the work on evenings and on Saturdays and Sundays. No extra compensation will be allowed because of premium time which may be involved where premium work is through fault of Contractor. If and when overtime work is required and authorized by Owner, Owner will pay by Change Order, at established rates, increase to hourly pay due to overtime hours worked, exclusive of Contractor's overhead and profit, upon approval of payroll records.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the ~~Owner/Architect~~ determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Owner allows based on Architect's recommendation may determine. No such Change Order extending Milestone Dates or the Contract Time shall result in any increased payments to the Contractor for overhead or for any other amounts of any nature unless agreed to in writing by the Owner. In addition, notwithstanding the foregoing, the Contractor shall not be entitled to any time extension for any delay for which the Contractor or any of its Subcontractors or suppliers, or their subcontractor or suppliers at any level are at fault, or for any concurrent delays that do not affect the Project critical path based on generally accepted critical path method principals.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. In the event of a delay caused by the Owner, Architect, or an otherwise excusable delay (i.e. force majeure), Contractor shall be entitled to 1) an equitable extension of the Contract Time, and 2) may use Contractor's construction contingency funds to cover additional costs incurred as a result of any such delay. In the event the Contractor's construction contingency funds are not available, Contractor shall not be entitled to an adjustment in the Contract Sum or Guaranteed Maximum price due to any delay described in the preceding sentence without the mutual agreement of the Owner. In the event Extraordinary Measures (defined below) are required to maintain the Project schedule, the Contractor shall not be entitled to an adjustment in the Guaranteed Maximum Price to the extent Contractor or Contractor's Subcontractors are responsible for the underlying delay. Notwithstanding any implication to the contrary in Section 8.3.1 of the General Conditions, Contractor shall not be entitled to any time extension for any delay that is the fault of any of its Subcontractors or suppliers, or their Subcontractors or suppliers at any level. Owner shall not be liable to Contractor and/or Subcontractor for claims or damages or monetary claims caused by or arising out of delays. Sole remedy against Owner for delays shall be allowance to claimant of additional time for completion of Work, amount thereof to be determined by Architect in accordance with foregoing provisions of above subparagraphs.

§ 8.3.4 If there is a delay or anticipated delay of the Construction Schedule because of the actions or omissions of the Contractor or any Subcontractor and the Contractor is unable to produce within fifteen (15) working days after notice by the Owner a recovery schedule for its Work to address such delay or anticipated delay acceptable to the Owner, then the Owner shall have the right to order the Contractor to take such actions as may be necessary, consistent with the same performance of the Work affected thereby, to recapture the time lost by any such delay. Such action shall include increasing staff; increase in shifts or hours worked per day, or performance of work on Saturdays, Sundays or national holidays; use of any available work float in the Project schedule; and changing the sequence of work activities ("Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Project Schedule. Time slips covering said overtime must be submitted to Owner's designated representative for checking and approval.

§ 8.3.5 The Owner, at its option, shall also be entitled to accelerate performance of the Work where there is no delay or anticipated delay. The costs of such Extraordinary Measure ordered by the Owner where there is no delay or anticipated delay shall be paid for by the Owner.

§ 8.3.6 If Contractor intends to claim an extension of time to perform as a result of a delay not caused by Contractors or any of its Subcontractors or suppliers, Contractor must give Owner written notice within seven (7) days after the event giving rise to the claim and follow the procedures in Article 7 for securing a Change Order; otherwise such a claim shall be deemed waived.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum or Guaranteed Maximum Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner or Architect. This schedule, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Owner or Architect may require, and unless objected to by the Owner Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.2 Bond charges and allowances shall appear separately in Schedule.

§ 9.2.3 TBE/DBE participation contract value and work completed shall be separated, or payment will not be processed.

§ 9.3 Applications for Payment

§ 9.3.1 At least ~~ten~~five (5) days before the date established for each progress payment, the Contractor shall submit to the Owner and Architect an ~~itemized~~ Application for Payment prepared in accordance with the schedule of values, ~~if required under Section 9.2,~~ for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. Each Pay Application submission shall include the completed Payment Application Checklist as required in Division 00 and 01.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Form of Application for Payment shall be notarized AIA Document G702. Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. Separate columns for external and internal contract changes are required. The final format of the Application for Payment shall be submitted to the Architect and Owner for approval prior to billing.

§ 9.3.1.4 On or before tenth day of each month, Contractor shall submit to Architect and Owner an itemized Application for Payment for Work performed for prior calendar month, supported by such data substantiating Contractor's right to payment as Owner or Architect may require.

§ 9.3.1.5 With each Application for Payment, submit completed LCP Tracker Labor Compliance software Payroll Report information for payment application period per section 3.4.8 or 3.4.9.

§ 9.3.1.6 Until Work is 50 percent complete, Owner shall pay 95 percent of amount due Contractor on account of progress payments, less amount of notice of liens under laws of State of Wisconsin. At time Work is 50 percent complete and thereafter, and if head of department having jurisdiction over contract determines Contractor's performance and progress are satisfactory and with consent of Contractor's Surety, Owner will authorize remaining partial payments be paid in full. At 50 percent completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the contractor. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.2.1 Requests for payment involving materials stored off-site shall meet criteria established in advance by Owner and Architect.

§ 9.3.2.2 Requests for payment involving materials stored off-site will be considered conditional upon submission by Contractor of bills of sale or satisfactory evidence of payment and proof of suitable storage and protection at a local mutually agreed upon location. A Certificate of Insurance covering the material stored off-site shall be submitted with Request for Payment.

§ 9.3.2.3 Partial or complete payment for material stored off-site shall not relieve Contractor from total responsibility for care and protection of stored materials, nor does payment waive Owner's right to require fulfillment of terms of Contract.

§ 9.3.2.4 Material stored off-site shall be protected as required by storage conditions. Material shall be labeled "Property of Milwaukee County" and accessible for Owner's inspection. Inventory of such stored material, insurance certificates, and bill of sale or satisfactory evidence of payment, listing value of product, shall accompany request for payment. List bill of sale value separately on Application for Payment Form.

§ 9.3.2.5 Contractor shall submit the completed Advance Purchase Transmittal Letter, Affidavit, and Waiver of Lien, that is contained in Division 00 and 01.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 With each Application for Payment, the Contractor shall provide to Owner: (a) a partial lien waiver and release from each subcontractor or supplier who was to receive funds from the previous Application for Payment; (b) the Contractor's own conditional lien waiver for all funds to be received for that Application.

§ 9.3.5 Liens. Provided that Owner shall make payment of amounts due to Contractor, Contractor shall keep the Project Site free from any liens by Contractor, its Subcontractors, Architect or engineers retained by Contractor, or their respective assigns. No Uniform Commercial Code (UCC) or similar state statutory filings shall be made by Contractor, Subcontractors, or such Architect or engineers, except upon express prior written consent of Owner. If, because of any act or omission of Contractor or anyone claiming through or under Contractor, any mechanic's or other lien, encumbrance or order is filed against Owner or the Project Site, Contractor shall, at Contractor's own cost and expense, cause the same to be canceled and discharged of record or bonded over within thirty (30) days after receiving notice thereof, and shall indemnify, defend, and hold Owner harmless from and against all suits, actions, claims, loss, legal or administrative proceedings, liabilities, costs, expenses, damage or injury, including reasonable attorneys' fees resulting therefrom or by reason thereof. Contractor shall reimburse the Owner, its elected and appointed officials, officers, employees or authorized representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the Owner, its elected and appointed officials, officers, employees or authorized representatives, the Architect, or Architect's Consultants. This indemnity provision shall survive the termination or expiration of this Contract.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect and Owner determines is properly due, and notify the Contractor ~~and Owner~~ of the Architect's and Owner's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor ~~and Owner~~ of the Architect's and Owner's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect ~~and~~ the Owner, based on the Architect's and Owner's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's and Owner's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect and Owner. However, the issuance of a Certificate for Payment will not be a representation that the Architect or Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The ~~Owner/Architect~~ may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's or Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner and the Owner shall pay Contractor in accordance with Section 9.6.1. The ~~Owner/Architect~~ may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed not resulting from the Owner's failure or refusal to pay or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;

- .6 reasonable evidence that the Work will not be completed within the Contract Time as a result of the Contractor's fault, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; ~~or~~
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- ~~.8 failure of the Contractor to comply with the most current approved Project construction schedule;~~
- ~~.9 failure of the Contractor to comply with the monthly reporting requirements as detailed in 3.3.2.3+9.1; or~~
- .10 the existence of any event of material default under the Contract Documents.

§ 9.5.2 When either party disputes the Owner's or Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification in Section 9.5.1 are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, either by agreement or by reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

~~§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor. [Intentionally Deleted]~~

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid and withhold further payment to Contractor until Owner is satisfied that Contractor has paid its Subcontractor and suppliers all amounts properly due. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fifteen (15)seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon fifteen (15)seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start up, plus interest as provided for in the Contract Documents. Non-payment of amounts in dispute shall not entitle Contractor to stop Work hereunder. § 9.7.1 If Contractor is not paid within 30 days after receipt and acceptance of a properly completed Application for Payment or receipt and acceptance of property or service, whichever is later, Owner will pay interest on balance due Contractor from monies appropriated for administration of Contract.~~

- ~~.1 Interest will be paid on balance due from 31st day of receipt and acceptance of properly completed Application for Payment or receipt and acceptance of property or service, whichever is later, at rate specified in Paragraph 13.5 compounded monthly.~~
- ~~.2 Owner will notify Contractor of improperly completed Application for Payment and explanation of improper completion within 10 working days of receipt.~~

~~§ 9.7.2 Contractors who contract or engage Subcontractors to perform part of Work shall pay Subcontractors for satisfactorily completed work in timely fashion. Payment is timely if it is mailed or delivered to Subcontractor no later than 7 days after Contractor's receipt of payment by Owner.~~

- ~~.1 If Subcontractor is not paid in timely fashion, Contractor shall pay interest on balance due from 8th day after Contractor's receipt of payment from Owner at rate specified in Paragraph 13.5, compounded monthly.~~
- ~~.2 Subcontractors receiving payments under this Contract shall pay lower-tier Subcontractors in timely fashion and be liable for interest on late payment in same amount as Contractor is required to pay its Subcontractors.~~

~~If the project is federally funded, the following additional requirements apply:~~

- ~~.3 Delay or postponement of payment beyond above referenced period may occur only for good cause with written approval of Owner. When Contractor delays or postpones payment due to dispute, Contractor shall notify Owner and Subcontractor in writing within 7 calendar days of being paid by Owner that Contractor is withholding payment. Notification shall indicate reasons and grounds for withholding payment. Amount not in dispute shall be paid to Subcontractor within 7 calendar days of Contractor receiving payment by Owner. If Owner determines that Contractor does not have good cause for delaying or withholding payment, Contractor shall pay Subcontractor within 5 calendar days of Owner's written decision.~~
- ~~.4 If Owner reduces Contract retainage amount, Contractor shall reduce total amount retained from Subcontractors to no more than amount retained by Owner within 7 calendar days of receipt by Contractor of a retainage payment.~~
- ~~.5 Contractors who contract or engage Subcontractors to perform part of the Work and who withhold retainage shall return said retainage in a timely fashion upon Subcontractor's satisfactory completion of their work.~~

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can lawfully occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of

items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Observation by the Architect and/or the Owner during the construction shall not be considered as acceptance of any part of the Work, and the conditions found when final inspection is made shall be taken as governing fitness of the Work and whether or not it conforms with the provisions of the Contract. Substantial Completion will be established using Owner's form as identified in Division 00 Sections.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, ~~which is~~ not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. With Owner's approval and by Architect's determination, amount equal to 3 times established cost to complete or correct items on list may be retained until Final Completion, but in no event shall the total retainage be more than 10% of the value of the work completed.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Contractor shall reach Final Completion of the Work within 60 days of the date of Substantial Completion except for those items which (a) cannot be completed because of weather conditions or because of unavailability of products or materials or (b) Owner agrees do not have to be completed within the 60-day period.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 ~~The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. The Contractor agrees to the Owner's use and occupancy of a partially completed or completed portion of the Project before formal acceptance by the Owner under the following conditions:~~

.1 A Certificate of Substantial Completion shall be prepared and executed as provided in Section 9.8.4, except that when, in the opinion of the Architect, the Contractor is chargeable with unwarranted delay in completing work or other Contract requirements the signature of the Contractor will not be required.

.2 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project.

.3 The Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.

.4 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims on behalf of the Owner or Contractor against each other.

.5 Use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of its responsibility to maintain all insurance and bonds required of the Contractor under the Contract until the Project is completed and accepted by the Owner.

.6 Owner shall ensure that property insurance for the portion of the Project or the entirety of the Project (as applicable) is in effect prior to Owner's use and occupancy of any part of the property.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon in writing and signed by Owner, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and make recommendations on that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. Based on the Owner's review and approval. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 Subsequent inspection trips to check unfinished work on punchlist will be paid for by Contractor at Architect's regular rate.

§ 9.10.1.2 Additional items of work which cannot be completed by established completion date of original contract shall not preclude payment of final retainage of original base contract.

§ 9.10.1.3 Affidavit stating total wages and benefits paid to each employee shall accompany final application for payment. See section 3.4.8 and 3.4.9. (Copy of affidavit form is available from Owner.)

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and a marked-up version of all Construction Documents showing the record condition of the Work, (6) a complete set (in electronic format and hard copy) of operating manuals containing the manufacturer's warranties and instructions necessary for maintenance and operation of each item of equipment and apparatus Contractor furnishes under the Contract Documents, warranty information and any additional data requested under the various sections of the Specifications for each division of the Work arranged in logical order, indexed and suitably bound, (7) a Final Lien Waiver and Release from Contractor and from all subcontractors and suppliers who provided any labor, materials or Work for the project, and (8) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent

and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 ~~The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~
~~.1 — liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~
~~.2 — failure of the Work to comply with the requirements of the Contract Documents;~~
~~.3 — terms of special warranties required by the Contract Documents; or~~
~~.4 — audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~ **[Intentionally Deleted]**

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

~~§ 9.10.6 Notwithstanding any provision to the contrary contained herein, if any Claim for which indemnification is required under Section 3.18.1 has not been settled or discharged when the Work is completed, final payment of the Contract Sum shall be deferred until such Claim is paid or settled, or until the Contractor provides a bond or other security reasonably acceptable to the Owner in a sum equal to the amount of such claim. Notwithstanding the foregoing, if the Contractor is fulfilling its responsibilities under Section 3.18.1, withholding of final payment shall be limited to the reasonable amount of the claim, in an amount up to 300% of the reasonable cost to complete or correct, including the potential cost of defense and interest; however, no amount shall be withheld if applicable insurance covers the loss without any reservation of rights.~~

§ 9.10.7 All applicable provisions of federal, state, and local laws, rules, regulations and ordinances shall apply to this agreement, including, but not limited to Wis. Stats. § 779.14(1m) which requires, among other things, that Milwaukee County shall reserve the authority in the case of contracts not exceeding \$100,000.00 (as further described in that section) to make direct payments to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractor. In any such case where such payments are made by Milwaukee County, the prime contractor agrees that its sole remedy for any deficiency or disputed amounts paid to a subcontractor by the County shall be against the subcontractor and not Milwaukee County. The prime contractor specifically agrees to hold Milwaukee County harmless for any such deficient, disputed, or erroneous payments.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 to the extent caused ~~in whole or in part~~ by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

Contractor shall promptly report in writing to the Architect and Owner all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury or property damage, giving full details and statements of witnesses, if Contractor reasonably believes there may be a claim made against Owner. In addition, if death or serious injury or damages are caused, the accident shall be reported immediately to Owner by telephone or messenger. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The Owner or the Owner's inspectors may stop the Work until a condition deemed unsafe to persons or property is corrected. Should this occurrence delay the Work, the Contractor shall be responsible for any excess costs associated with the work stoppage and shall not be allowed an extension of time in which to perform. This provision does not relieve Contractor of its exclusive responsibility for safe Work practices nor impose upon the Owner any obligation to supervise Contractor's work practices.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or

polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 ~~To the fullest extent permitted by law, the~~ Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence, in whole or in part, of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

~~§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~

§ 10.3.5 The Contractor shall indemnify, defend and hold the Owner harmless against any and all liabilities, damages, losses, costs, penalties, expenses or responsibilities (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence, and (3) materials and substances which are Contractor's responsibility under Section 10.3.4.

~~§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~

§ 10.3.6 If the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred provided that Contractor provides prompt written notice to Owner of any such cost, expense, claim, demand, cause of action, suit, judgement, subpoena or administrative proceeding. – The duties and responsibilities of the Owner as set forth in this section shall not apply to the extent that the liability, damage, loss, economic loss, cost, penalty, expense or responsible results from hazardous substances or material brought onto the Project site by Contractor not required under the Contract Documents or arises out of the negligence of Contractor.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies, rated A or better by A.M. Best, and lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor,

Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as ~~fiduciary~~ and made payable to the Owner ~~as fiduciary~~ for the insureds, ~~as their interests may appear~~, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's ~~or Owner's~~ request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for

the Architect's or Owner's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect or Owner has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction of a defect of which the Owner is aware, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2, except for Work not properly completed in the first instance.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 Approval of material or work at any time or stage of construction will not prevent its subsequent rejection for cause.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the ~~law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.State of Wisconsin.~~

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing or as set forth herein.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated testing, inspection or approval procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Payment due and unpaid under Contract Documents shall bear interest at rate specified in Wisconsin Statutes 71.82 (1) (a) compounded monthly.~~

§ 13.6 Affirmative Action Policy

§ 13.6.1 Milwaukee County, by County Board Resolution and by Executive Order, has established an Affirmative Action Program, providing for equality in employment opportunities regardless of race, religion, color, national origin, age, sex, or functional limitation. Consistent with the foregoing program and Milwaukee County's Opportunity Employment Policy, contractors, subcontractors, vendors, and suppliers are requested to support Milwaukee County in this effort by providing equality in employment opportunities to women and minorities and shall not discriminate on the basis of race, religion, color, national origin, age, sex, sexual orientation, gender identity or expression, marital status, ancestry or disability.

§ 13.6.2 Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees to meet the requirements stated in Equal Opportunity Contract Requirements. Additional information is provided in Division 00.

§ 13.6.3 Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of the Contract or such other remedy, as the recipient deems appropriate.

§ 13.7 Audit

§ 13.7.1 County Rights of Access and Audit. The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

§ 13.8 Independent Contractor

§ 13.8.1 Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Owner or its successors or assigns and Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder

§ 13.9 Prohibited Practices

§ 13.9.1 Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest with County.

§ 13.9.2 Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~60~~ consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents and none of the circumstance prescribed in Sections 9.5.1.1 through 9.5.1.9 exist; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

~~§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect opportunity to cure, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and actual and direct costs incurred by reason of such termination. If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss as of date of the letter from Owner terminating the Contract with respect to materials, equipment, tools, construction equipment and machinery, including the overhead and profit allowance amount contained in Article 7.~~

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and ~~the Architect opportunity to cure~~, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials in accordance with Contractor's schedule for attaining Substantial Completion;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers if and only if Contractor fails to provide Owner with reasonable evidence that funds have been placed by Contractor in a commercial escrow account sufficient to pay Subcontractor for the disputed items, fails to post a bond for the amount due Subcontractor, fails to obtain an endorsement to a title policy with respect to liens of Subcontractor, or if the portion of the Contract Sum owing to the Contractor held in retainage by Owner pursuant to Article 9 is less than the amount allegedly owed by Contractor to Subcontractor;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; ~~or~~
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents; ~~or~~
- .5 becomes insolvent, is in bankruptcy or a similar proceeding, is in receivership, adopts a complete liquidation of its assets, or makes an assignment for the benefit of creditor or to an agent with authorization to liquidate any substantial amount of assets.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action~~, the Owner may, without prejudice to any other rights or remedies of the

Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, and provided the Contractor, within such (7) day period, has not cured such cause or breach, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, ~~shall be certified by the Initial Decision Maker~~, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 Upon termination of the Contract, Contractor shall immediately stop the Work hereunder except such as shall be essential to preserve and safeguard existing Work and immediately advise Owner of the status of all outstanding subcontracts and purchase orders. Such outstanding purchase orders and subcontracts shall be canceled or assigned to Owner as Owner may direct. In the event of any such termination, Contractor shall deliver all of the Work completed and in process to the date thereof to Owner and shall deliver to Owner all documents of title, reports, estimates, schedules, and other documents and data as Owner shall require.

§ 14.2.6 In the event an Owner termination for cause is determined to have been improper, such termination shall be deemed a termination for convenience pursuant to paragraph 14.4.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon at least seven (7) days written notice to the Contractor.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; ~~and~~
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; ~~and-~~
- .4 shall deliver all of the Work completed and in process to the date thereof to Owner and shall deliver to Owner all documents of title, reports, estimates, schedules, and other documents and data as Owner shall require.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

~~properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. In case of such termination for Owner's convenience, Contractor shall be entitled to receive payment from Owner on same basis provided in Subparagraph 14.1.3.~~

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

~~§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party, and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 721 days after occurrence of the event giving rise to such Claim or within 721 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~

~~§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.~~

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

~~§ 15.1.4.2 [Intentionally Deleted] The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Such Claim shall include detailed documentation to fully substantiate Contractor's entitlement to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. Such Claim shall include detailed documentation to fully substantiate Contractor's entitlement to the Claim. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time for the geographical region where the Project is located, could not have been reasonably anticipated, and had an adverse effect on the

scheduled construction and are in excess of the days that should have been included in the Project schedule based upon historical weather patterns, as more fully described elsewhere in the Contract Documents.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the ~~Architect~~Initial Decision Maker for initial ~~recommendations~~decision. ~~The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement.~~ Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the ~~Architect~~Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the ~~Architect~~Initial Decision Maker and all affected parties agree, the ~~Architect~~Initial Decision Maker will not ~~decide~~make recommendations regarding disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The ~~Architect~~Initial Decision Maker will review Claims and within ten days of the receipt of a Claim ~~make~~take one or more of the following ~~recommendations~~actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the ~~Architect~~Initial Decision Maker is unable to resolve the Claim if the ~~Architect~~Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the ~~Architect~~Initial Decision Maker concludes that, in the ~~Architect's~~Initial Decision Maker's sole ~~recommendation~~discretion, it would be inappropriate for the ~~Architect~~Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the ~~Architect~~Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the ~~Architect~~Initial Decision Maker in ~~making~~rendering a ~~recommendation~~decision. The ~~Architect~~Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the ~~Architect~~Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the ~~Architect~~Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the ~~Architect~~Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the ~~Architect~~Initial Decision Maker ~~will either reject or approve the Claim in whole or in part.~~will issue its recommendation

§ 15.2.5 The ~~Architect~~Initial Decision Maker ~~will render an initial decision approving or rejecting~~will render an initial decision the Claim, or indicating that the ~~Architect is unable to make a recommendation~~Initial Decision Maker is unable to resolve the Claim. This initial decision. This initial recommendation shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, ~~if the Architect is not serving as the Initial Decision Maker,~~ of any change in the Contract Sum or Contract Time or both. ~~The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~§ 15.2.6~~ Either party may file for mediation within 20 days after notice of the Architects recommendation or notice that the Architect is unable to make a recommendation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

~~§ 15.2.6.1~~ Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision. Intentionally Deleted

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation/Litigation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to litigation as determined in accordance with Section 15.5. ~~binding dispute resolution. The venue of any litigation shall be in Milwaukee, Wisconsin.~~

§ 15.3.2 Unless otherwise determined in accordance with Section 15.5, ~~the parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 15.3.3 [Intentionally Deleted] Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand request in writing that the other party file for binding dispute resolution. If such a demand request is made and the party receiving the demand request fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Milwaukee, Wisconsin, ~~the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

~~§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a~~

written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

~~§ 15.4.2~~ The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 15.4.3~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

~~§ 15.4.4 Consolidation or Joinder~~

~~§ 15.4.4.1~~ Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 15.4.4.2~~ Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 15.4.4.3~~ The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

§ 15.3.5 Notwithstanding anything to the contrary contained herein, Owner reserves right to have claims, disputes, or other matters in question decided by litigation. If Owner waives right to litigation, then provisions stated under paragraphs 15.2, 15.3 and 15.4 shall apply, except that additional parties, including Architect, Architect's employees, and consultants may be included.

DOCUMENT 00 73 19

HEALTH AND SAFETY REQUIREMENTS

NOTE: Contractor shall adhere to the attached COVID-19 protocol and requirements. These requirements are subject to change.

The most current protocols regarding COVID-19 can be found at this website:
<https://county.milwaukee.gov/EN/COVID-19/County-Policies-and-Procedures>

At the time of bidding, Milwaukee County is at the "Low" level of COVID-19 risk.

The COVID-19 Vaccine Mandate and the Face Mask Procedure applies to all persons working in "high-risk facilities". These include the Milwaukee County Jail, the House of Correction (HOC), the Division of Youth and Family Service (DYFS) Juvenile Justice Center, and certain facilities operated by the Behavioral Health Division (BHD).

Face masks are required at all County facilities if a person has been exposed to COVID-19 within the past 10 days and is eligible to return to in-person work.

This section contains the following COVID-19 reference documents:

COVID-19 Vaccine Mandate Procedure for Milwaukee County	8 pages
Face Mask Procedure	1 page
COVID-19 Health Screening Policies and Procedures	6 pages
Procedures for Responding to COVID-19	10 pages

END OF DOCUMENT



Department of Human Resources
COVID-19 Vaccine Mandate Procedure for Milwaukee County
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The development and rollout of vaccines for COVID-19 has been a major success in the face of the worst pandemic in a century. With broad international cooperation between governments and private industry, several vaccines have been launched worldwide, with three receiving emergency use authorization in the United States and at least one receiving full approval from the U.S. Food and Drug Administration.

To date, nearly 525 million doses of COVID-19 vaccine have been administered in the U.S. according to the Centers for Disease Control (CDC), and the vaccines have been overwhelming safe and effective in reducing the incidence of serious illness and death from COVID-19. At the same time, recent data suggest that, like many vaccines, their effectiveness wanes over time. As a result, the CDC recommends that individuals receive booster vaccinations from two to five months after completing vaccination, depending on the earlier vaccine received.

Given the importance of keeping employees and those in our care as safe as possible, as of Tuesday, January 18, 2022, Milwaukee County is requiring that employees, contractors, and volunteers who work at Milwaukee County's high-risk facilities receive boosters. Workers who are eligible for boosters as of January 18, 2022, will have until February 4, 2022, to comply with this Order; workers who are not yet eligible for boosters will have 21 days from the day they become eligible to comply.

Consistent with federal and state law, Milwaukee County may grant reasonable accommodations for medical reasons or sincerely held religious beliefs, as also outlined in the Order. **Changes in Version 1.0 of this procedure are highlighted in red**, and the procedure:

- Explains key terms used in the procedure.
- Defines the requirements for vaccination for employees, contractors, volunteers, and those accepting employment with the County
- Describes the documentation process for vaccinated individuals.
- **Described the documentation process for required boosters.**
- Specifies the process for employees requesting an exemption and accommodation.
- Outlines rewards and incentives for vaccination, potential consequences for non-compliance, and additional risk mitigation measures for unvaccinated employees.

If you have questions about this, or any other COVID-19 procedure or policy, please email: COVID-19@milwaukeecountywi.gov



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I. Definitions

- a. High-risk (Congregate Living) Facilities:** These facilities include the Milwaukee County Jail, the House of Correction (HOC), and within the Department of Health and Human Services (DHHS) the Children, Youth, and Family Services (CYFS) Detention Center and the hospital operated by the Behavioral Health Services (BHS).
- b. Eligible for Booster:** A individual who has received a second dose of either the Pfizer or Moderna vaccine at least 5 months ago or who has received one dose of the Johnson & Johnson vaccine at least 2 months ago. **NOTE:** If an individual has recovered from a confirmed case of COVID-19, the individual is Eligible when fully recovered and out of isolation **OR** has met the required time since receiving a second dose of Pfizer / Moderna or the single dose of J&J, whichever is **LATER**.
- c. Non-Compliant:** An individual who has neither met the requirement of this order for Completed Vaccination (or for Up to Date with Vaccination when required) nor has received an approved accommodation for medical or religious reasons.
- d. Up to Date with Vaccinations:** Individuals who have either:
 - i.** Had a booster shot (a third shot for individuals initially vaccinated with Pfizer or Moderna or a second shot for those initially vaccinated with Johnson & Johnson), **OR**
 - ii.** Been fully vaccinated and are not yet eligible for boosters, that is:
 - i.** Have received one dose of Johnson & Johnson vaccine within the past two months **OR**
 - ii.** Have received a second dose of the Pfizer or Moderna vaccine within the last five months.

II. Policies for Current Employees, New Employees, and County Contractors

This section outlines the COVID-19 vaccination policies for current employees, new employees, and contractors.

a. Vaccine Requirements for Current Employees

All employees are required to submit required documentation verifying their Completed Vaccination status or to submit a completed medical or religious exemption and accommodation request form by no later than **October 1, 2021**. Vaccinated, exempt, or non-compliant employees will be subject to the policies and associated timelines outlined in Section V. This vaccine requirement applies to all employees,¹ regardless of current or previous COVID-19 infection status.

Employees who get vaccinated **or receive a booster** as a result of this Order may use up to

¹ The terms and conditions of this procedure do not currently apply to employee-members of the Milwaukee County public safety unions.



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one (1) hour of their Expanded Paid Sick Leave (EPSL) time bank to cover time away from work for each vaccine dose they receive. Employees should use the **payroll code “EPSL Vaccine”**.

b. Booster Requirement for Employees at High-Risk Facilities

All employees working at High-Risk Facilities must be Up to Date with Vaccinations, that is, receive a booster, as soon as they become Eligible. Employees who are Eligible as of January 18, 2022, have until February 4, 2022, to comply with this Order. Employees who are not Eligible as of January 18, 2022, must comply within 21 days of becoming Eligible.

c. Vaccine Requirements for New Employees

Effective **October 1, 2021**, with the exception of new hires by the Milwaukee County Sheriff’s Office (MCSO), only job candidates who have Completed Vaccination or who have received an approved medical or religious accommodation shall be hired by Milwaukee County. The Department of Human Resources (HR) should add vaccination status as a condition of employment for any current and future posted positions, excluding MCSO postings, as soon as is feasible. In offer letters to potential new employees after October 1, 2021, candidates will be asked to provide proof of vaccination status to HR using the verification requirements for employees in Section III. New employees hired before October 1, 2021, but after the effective date of this order, will be subject to the policies for current employees (see Section III). This vaccine requirement applies to all job candidates, regardless of current or previous COVID-19 infection status.

Effective **February 4, 2022**, only candidates for positions in High-Risk Facilities² who are Up to Date with Vaccinations or who have received an approved medical or religious accommodation shall be hired by Milwaukee County. The Department of Human Resources (HR) will add Up to Date Vaccination status (booster) as a condition of employment for any current and future posted positions in High-Risk Facilities as soon as is feasible. In offer letters to potential new employees after January 18, 2022, candidates will be asked to provide proof of Up-to-Date Vaccination status to HR using the verification requirements for employees in Section IV. New employees hired before February 4, 2022, but after the effective date of this order, will be subject to the policies for current employees (see Section IV). This vaccine requirement applies to all job candidates for positions in High-Risk Facilities, regardless of current or previous COVID-19 infection status.

² With the exception of new hires by the Milwaukee County Sheriff’s Office (MCSO).



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d. Vaccine Requirements for County Contractors and Volunteers

All contractors and volunteers working in County High Risk Facilities must be Up to Date with Vaccinations.³ Those who are Eligible as of January 18, 2022, have until February 4, 2022, to comply. Those who are not Eligible as of January 18, 2022, must comply within 21 days of becoming Eligible. This vaccine requirement applies to all applicable contractors and volunteers, regardless of current or previous COVID-19 infection status.

Departments may require Completed Vaccination or Up to Date Vaccination status for their contractors and volunteers more broadly than just those working in County High Risk or Congregate Living Facilities. Departments are encouraged to consider the risk profile of service users,⁴ staffing levels, the necessity of the service being open for in-person use, and other operational needs when considering broader vaccine mandates for their contractors and volunteers.

III. Vaccination Verification Process

Employees who have Completed Vaccination, new hires, or employees seeking an accommodation are required to submit proof of their vaccination status (described below) or an exemption and accommodation request form (see Section IV) by **October 1, 2021**. Please note that proof of vaccination status submitted for the Vaccin8 program does **not** satisfy verification requirements for this policy.

- a. To verify Completed Vaccination status, employees must submit two (2) different forms of proof from the following five (5) options into Dayforce:
 1. A copy of the CDC vaccination card provided at the vaccine appointment.
 2. A copy/screenshot of the employee's COVID-19 vaccination status from the [Wisconsin Immunization Registry \(WIR\)](#).⁵
 - a. If you were vaccinated outside of Wisconsin, vaccination records can be accessed via each State's operational [immunization information system \(IIS\)](#).⁶ Employees may upload a copy/screenshot from the IIS for the state in which they were vaccinated.
 3. A copy/screenshot from the employee's healthcare system patient profile (for example, MyChart).
 4. A note from the employee's healthcare provider or Milwaukee County vaccinator verifying vaccination status.

³ If a department operating a High-Risk Facility determines a contractor will be out of compliance with this Order, the department head must contact the County Executive's Office to confirm planned remediation and risk mitigation measures.

⁴ <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html>

⁵ <https://www.dhfs.wisconsin.gov/pr/clientSearch.do?language=en>

⁶ <https://www.cdc.gov/vaccines/programs/iis/contacts-locate-records.html>



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5. A copy/screenshot of the employee’s COVID-19 vaccination status from the federal [Vaccine Administration Management System \(VAMS\)](#).⁷ Please note that only people receiving vaccines from select providers will have a record in this federal system.

Please contact COVID-19@milwaukeecountywi.gov if you have questions or need assistance submitting the proper documentation, and an HR representative will contact you.

- b. Employees who fail to meet the October 1 vaccine verification deadline should submit the required documentation as soon as possible. These employees will be subject to consequences (see Section V) until they have verified their vaccination status or received an approved accommodation.
- c. **NOTE:** If photographs or screenshots are submitted, the image must be legible and must contain the following information: the vaccine recipient’s name and the date(s) when COVID-19 vaccine dose(s) were administered. When submitting information, employees should take care to avoid submitting other medical information. Employees submitting fraudulent documentation are subject to corrective action up to and including termination and could be subject to prosecution under federal law.
- e. HR will verify employees’ proof of Completed Vaccination on a weekly basis. If there are issues with the submission, employees will be contacted by an HR representative to resolve the issue.
- f. Employees not submitting proof of their Completed Vaccination (or a request for accommodation described in Section IV) in a timely manner will be subject to policies for non-compliance (see Section V) until they have provided the appropriate documentation.

IV. Booster Verification Process

Employees at High-Risk Facilities are required to document their Up to Date Vaccination status by submitting proof of their COVID-19 booster vaccination using the online submission [form](#). Employees will be required to provide **one** form of proof of booster vaccination, which may be any form allowed in Section III a. (above). Human Resources staff are responsible for verifying booster vaccination submissions.

VI. Accommodation Process

Milwaukee County recognizes that employees may be unable to have Completed Vaccination status because of specific medical conditions or sincerely-held religious beliefs.

- a. Employees seeking an accommodation should request either a “Medical Exemption and Accommodation Request Form” or “Religion or Creed Exemption and Accommodation Request Form” from their HR Business Partner. Employees should return their completed

⁷ https://vams.cdc.gov/vaccineportal/s/login/?language=en_US&startURL=%2Fvaccineportal%2Fs%2F&ec=302



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exemption and accommodation request form to their HR Business Partner as soon as possible, but no later than October 1, 2021. Employees must also indicate their request for an exemption on the COVID-19 Vaccination Form in Dayforce.

- b. Consistent with federal and state law, HR will consider requests for accommodation on a case-by-case basis and may engage with the employee, with medical providers, and/or with faith community leaders as allowed by law in considering requests. HR staff will review requests for accommodation weekly and will contact employees as needed.
- c. Accommodations may be granted where they are required by law and do not create undue hardship on Milwaukee County or pose a direct threat to the health and safety of others, including those working for or served by Milwaukee County.
- d. Employees who claim a medical or religious exemption but fail to submit the documents necessary to act on the request, or who fail to engage in the interactive process to address accommodations, and who do not have a Completed Vaccination shall be denied an accommodation and shall be viewed as non-compliant and subject to the actions described in Section V.
- e. Employees receiving an exemption may or may not qualify for specific rewards or incentives, as described in Section V.
- f. **Employees at High-Risk Facilities who have received approved Accommodations for Vaccination do not have to apply again for Accommodations for Boosters. Earlier Accommodations will apply to the Booster mandate.**

V. Incentives, Consequences, and Additional Risk Mitigation Measures

With three (3) highly safe, highly effective vaccines available, County leaders recognize that the time has come to strengthen policies and expectations around vaccines for all current employees. This policy offers incentives and rewards to employees who get vaccinated and impose consequences on non-compliant employees.

a) Rewards and Incentives for Employees with Completed Vaccination

From time to time, Milwaukee County may offer incentives to employees to increase acceptance of these vital tools in keeping one another and those we serve safe. When available, these incentives, along with timelines and methods for applying, will be communicated to employees.

b) Consequences for Non-Compliance

Milwaukee County views non-compliance with this vaccine mandate, that is, employees who are not vaccinated, **or boosted when required**, and do not have an approved accommodation in place, as a decision inconsistent with our vision of becoming the healthiest county in Wisconsin and inconsistent with our responsibilities as public servants. As a result, the County will impose escalating consequences on employees who fail to comply with this vaccine mandate.



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Failure to comply with vaccination requirements outlined in this procedure may result in corrective action, up to and including termination.⁸

Employees who report Completed Vaccination status or who receive an approved accommodation before October 11, 2021, will not be subject to consequences for non-compliance with this Order. Employees who report Completed Vaccination or receive an approved accommodation on or after October 11, 2021, will be subject to consequences until such time as they Complete Vaccination or receive an approved accommodation. The consequences for non-compliant employees include:

1. Effective October 11, 2021

- i. Employees will not be eligible for voluntary overtime.
- ii. Employees will not be eligible for Risk Recognition Pay, when it is available.
- iii. **(OPTIONAL DEPARTMENT POLICY)** Employees failing to comply with the terms of this Order may be placed on unpaid suspension for up to 10 days.
 1. **Departments are encouraged to pursue unpaid suspensions for non-compliant employees as strictly as possible** without a) exceeding 10 days per employee, or b) impeding service delivery or operations, or c) triggering overtime.
 2. Unpaid suspensions may be scheduled at the discretion of the Department Head or designee(s), consistent with operational needs.
 3. Unpaid suspensions should occur between October 11 – December 31, 2021.
 4. A suspension policy should be evenly applied across non-compliant employees within the department or subunits, as determined by department heads.
- iv. **(OPTIONAL DEPARTMENT POLICY)** Department Heads or designee(s) may use an employee's compliance or non-compliance with this Order as a factor when making decisions about promotions, hiring current employees into new positions at the County, or giving a Temporary Assignment to a Higher Classification (TAHC).
- v. **(OPTIONAL DEPARTMENT POLICY)** Department Heads or designee(s) may use an employee's compliance or non-compliance with this order as a factor when making decisions about Departmental Other Salary Adjustment Allocation (DOSAA).

⁸ Employees who claim a medical or religious exemption, but who have failed to submit documentation in accordance with the established deadlines, and/or any additional requested support for their request, and who are not vaccinated, shall be denied an accommodation and shall be subject to the actions described in this order.



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2. Effective January 1, 2022

- i. Employees enrolled in Milwaukee County health insurance will incur a **\$20 per pay period surcharge**. If an employee opts to Complete Vaccination in 2022, the surcharge will be eliminated after they submit their documentation for the full vaccine series (see Section III), effective the following pay period.
- ii. Any employees working in Behavioral Health Services (BHS) who do not meet the Vaccination requirements of this policy by January 1, 2022, may be restricted from work until vaccination requirements are completed. Non-compliance may lead to separation.

3. Effective February 4, 2022

For employees at High-Risk Facilities who are Eligible for Boosters and who are NOT Up to Date with Vaccinations:

- i. Employees will not be eligible for premium pay differentials.
- ii. Employees will not be eligible for voluntary overtime.
- iii. Employees will not be eligible for Risk Recognition Pay when it is available.

c) Additional Risk Mitigation Measures for Unvaccinated Employees

In order to mitigate the risk of spread of COVID-19, all unvaccinated employees, or those employees at High-Risk Facilities who are Eligible but NOT Up to Date with Vaccinations, including those with an approved accommodation, will be subject to the following additional risk mitigation measures:

1. Effective October 11, 2021

- i. Employees working in any County healthcare setting will be required to wear a fitted N95 mask whenever a face mask is required per the current version of the Universal Face Mask Policies and Procedures Administrative Order (20-14).
- ii. All employees working in person in a non-healthcare setting will be required to wear a KN95 mask whenever a face mask is required per the current version of the Universal Face Mask Policies and Procedures Administrative Order (20-14).
- iii. Employees working in-person full- or part-time at the HOC, the County Jail, or the CYFS Detention Center will be subject to COVID-19 testing on a bi-weekly basis, that is, every other week, consistent with current policy.



Department of Human Resources

Face Mask Procedure

Version 1.0 – April 6, 2022

Face masks are important in slowing the spread of respiratory disease and a key tool in protecting individuals, especially those at high risk, from COVID-19. This procedure outlines the types of masks that County employees should use, and the accompanying table outlines times when face masks are required.

Types of Face Masks

The following types of face masks are recommended by the Centers for Disease Control (CDC) as effective in stopping the spread of COVID-19 and are acceptable for use in County facilities, grounds, or other places where services are delivered and masks required.

Allowed for Employees, Contractors and Volunteers:

1. N95 respirators or specific masks as required by job duties
2. KN-95 masks
3. Masks that meet one of the following NIOSH standards:
 - a. ASTM F3502
 - b. MEETS WORKPLACE PERFORMANCE
 - c. MEETS WORKPLACE PERFORMANCE PLUS
4. FDA-approved face masks for sign language (ASL or LEP) interpreters, when required¹
5. Surgical-type or multi-layer disposable masks with adjustable metal nose clips are allowed **ONLY** if none of masks above are available
6. **NOTE:** Cloth masks are not allowed for employees

Allowed for Visitors and Other Individuals:

1. N-95 or KN-95 face masks
2. Surgical-type or multi-layer disposable face masks with adjustable metal nose clips, such as non-medical grade paper or procedure masks.
3. Cloth face masks with two or more layers of breathable, washable fabric.
4. FDA-approved face masks for sign language (ASL or LEP) interpreters.¹
5. Medical-grade surgical face masks, KN95 or N95 respirators (typically reserved for use by healthcare workers, first responders, and others who work in high-risk environments).

Not Allowed for Employees, Contractors, Volunteers, Visitors and Other Individuals:

1. Neck scarves or bandanas
2. Neck gaiters or buffs
3. Winter scarfs
4. Face shields
5. Masks with exhalation valves or vents
6. Masks with inappropriate writing or images

¹ ClearMask: <https://www.theclearmask.com>



Department of Human Resources
COVID-19 Health Screening Procedures
Version 1.0 – April 1, 2022

COVID-19 Health Screening Policies and Procedures

Symptoms and Exposures are often important indicators of possible cases of COVID-19. This policy defines circumstances when individuals should be screened for COVID-19 Symptoms and Exposures and establishes procedures for conducting such screening. Currently, only employees at the County's High-Risk facilities are required to complete a health screening questionnaire prior to reporting for in-person work.

This policy includes:

- [Definitions](#) of terms used in this Order.
- Employee and Contractor Daily [Health Screening and Response Requirements](#) for In-Person Workers.
- [Procedures for Completing the Screening Questionnaire, Temperature Check when required, and Verification Process.](#)
- Screening requirements for [departments responsible for Individuals](#) in the Care or Custody of Milwaukee County.

If you have questions about this, or any other AO or policy, please contact your Human Resources Business Partner.

I. Definitions

A. Close Contact:¹ A person with Close Contact is someone who:

- i. Was within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for an asymptomatic infected person, 2 days prior to test specimen collection) until the time the infected person is isolated. This is the definition **regardless of whether face masks or personal protective equipment (PPE) were worn by any or all individuals**; and/or
- ii. Provided care at home to an infected person; and/or
- iii. Had direct physical contact with an infected person (touched, hugged, or kissed them); and/or
- iv. Shared eating or drinking utensils with an infected person; and/or
- v. Got respiratory droplets (for example, was sneezed or coughed on) on them from an infected person.

B. Confirmed Case of COVID-19: A case of COVID-19 that has been confirmed through a positive test for COVID-19 or, in the absence of testing, has been confirmed by a medical professional as being a suspected case of COVID-19 based on symptoms.

¹ For employees at work in a healthcare or medical setting, Close Contact does not qualify if the CDC-recommended PPE was used when job duties were performed.

- C. Contractor:** For the purpose of this order a Contractor is an individual working alongside County employees as part of the overall County workforce.
- D. Critical Infrastructure Worker:** The CDC defines a Critical Infrastructure Worker as one needed to deliver critical services, including law enforcement, transportation, 911 call center response, and others. See the [CDC guidelines](#)² for a complete list. For this administrative order, department heads may consider essential workers under the umbrella of Critical Infrastructure Workers and follow relevant policies and procedures accordingly.
- E. Exposure to COVID-19 (Exposure):** Any form of Close Contact (see A. above) with an individual with a Confirmed Case of COVID-19 during the last 14 days.
- F. Green Status:** An individual who has no Symptoms (see N. below) and has had no Exposure (see E. above).
- G. High-Risk Facility:** Any facility operated by Milwaukee County that houses individuals for eight hours or longer, including the Criminal Justice Facility (Jail), House of Correction, Behavioral Health Services inpatient hospital, and the Children, Youth and Family Services youth detention center.
- H. Person in Care or Custody:** Anyone who is legally under the care of Milwaukee County, including those in detention, in jail, or in a medical care facility, and for whom Milwaukee County has a custodial responsibility.
- I. Public Safety Officers (PSOs):** Security staff stationed at public entrances at the County Courthouse complex, the Vel Phillips Juvenile Justice Center, and Zoofari who screen individuals seeking entrance to the facilities.
- J. Red Status:** An individual who, at the time of screening, has at least one Symptom (see N. below) and/or has had Exposure (see E. above).
- K. Screening Questionnaire:** A survey designed to assess whether an individual has Symptoms or has had Exposure. The current version of the Screening Questionnaire is posted with Administrative Orders on the County's [website](#).
- L. Screening Tool:** An online tool that allows County employees and Contractors to access the Screening Questionnaire to self-assess for Symptoms and for Exposure. The Screening Tool may be accessed using any device that can connect to the Internet, including smart phones, personal computers, and tablets. The Screening Tool may be accessed at: <https://county.milwaukee.gov/EN/COVID-19/MKE-Health-Screen>
- M. Social Distancing:** Maintaining a distance of six feet or more between individuals.³
- N. Symptoms Compatible with COVID-19 (Symptoms):** The following symptoms may be symptoms of COVID-19 if they are new or uncommon for an individual:
- i. Feverish or temperature of 100.4⁰F (38⁰C)⁴ or higher
 - ii. Chills
 - iii. Nausea or vomiting
 - iv. Diarrhea
 - v. New shortness of breath or difficulty breathing
 - vi. New congestion or runny nose

² <https://www.cdc.gov/coronavirus/2019-ncov/community/critical-workers/implementing-safety-practices.html>

³ For more details, see Administrative Order 20-4 In-Person Workers: Social Distancing and Symptomatic Employees and Contractors.

⁴ Note: Throughout this order, healthcare workers working in a medical setting should follow the CDC guidelines of fever being a temperature of 100.0⁰F or higher.

- vii. New loss of taste or smell
 - viii. New sore throat
 - ix. New cough
 - x. Headache that is new or different
 - xi. Unexpected fatigue
 - xii. Unexpected muscle or body ache
- O. Visitor:** Any individual seeking entry to a Milwaukee County facility, grounds, or workplace, excluding Milwaukee County employees, Contractors, and Persons in Care or Custody.

II. Employee and Contractor Daily Health Screening and Response Requirements

All employees and Contractors working at High-Risk Facilities **must screen** for Symptoms and for Exposure **on each day they are working in-person**, and the screening must be completed before or upon entrance to the work site. Only employees with Green Status may report for in-person work, and departments or PSOs must confirm each employee's Green Status prior to the employee starting work.⁵

In general, employees should complete their Health Questionnaire at home prior to reporting for in-person work to minimize the spread of COVID-19 in the workplace. The daily health screen should not be taken as medical advice; employees with questions about any symptoms they are experiencing should consult their medical provider.

A. Requirements for Employee and Contractor Daily Screening

This section establishes the screening requirements for employees, Contractors, departments, and facility managers of the County's High-Risk Facilities. Procedures for how to complete and verify these requirements are detailed in the sections that follow.

- i. It is the responsibility of all employees and Contractors who work in High-Risk Facilities to complete the Screening Questionnaire using the Screening Tool on each day they are working in person. The Screening Questionnaire should be completed at home, prior to reporting to the job site.⁶
- ii. Prior to starting in-person work, all employees must be verified as Green Status based on the results of the Screening Questionnaire.
- iii. Employees who are teleworking are encouraged to monitor for Symptoms and Exposures but are not required to complete the Health Questionnaire unless their Department requires them to do so.
- iv. Departments cannot set screening standards that are less restrictive than those outlined in this AO, but they may set standards that are more restrictive. For instance, they may require all employees to self-screen, rather only those who are reporting for in-person work, or they may set a lower standard for fever if advised by the CDC for their specific line of work. They may also continue temperature screening based on industry-specific recommendations.

⁵ Note that the one exception is for Critical Infrastructure Workers who screened RED due to Exposure and have been told by a manager to follow adapted quarantine procedures and report to work as long as they have no Symptoms Compatible with COVID-19 (See Administrative Order 20-7, Section V).

⁶ See Section III.A.ii for procedures when an employee may not have access to the Screening Tool.

- v. Departments shall, at minimum, use the questions in the County's Screening Questionnaire without altering the wording. Any changes to the Screening Questionnaire will be made centrally based on input from public health experts.
- vi. The time employees spend completing the Screening Questionnaire, as well as the temperature screen, is **not** compensable time.

B. Responding to and Reporting Results of Health Questionnaire and Temperature Screenings

This section outlines the requirements for employees, Contractors, and managers for interpreting, and in the case of Red Status, responding to, the results of the health screening for employees who are reporting for in-person work.

- i. **Red Status Requirements:** If employees or Contractors screen as Red Status, that is, they ARE experiencing any one or more Symptoms and/or have had Exposure, they should:
 - a) Stay home or return home and not report for in-person work (Note: in the case of Exposure, this procedure may vary for Critical Infrastructure Workers; see Section II.B.i.d below).
 - b) Notify their manager immediately of their Red Status, using the department-approved notification system. Note that employees **are required** to report whether they are reporting Red Status for Symptoms and/or for Exposure, but they **do not** need to disclose the specific Symptom(s). Managers may ask follow-up questions about the nature of an Exposure to determine if it happened in the work setting to determine whether additional contact tracing among the workforce is necessary.
 - c) Work remotely, if possible.
 - d) Follow the instructions in HR policy: Responding COVID-19:
 - **With Symptoms** should follow Section III.
 - **With Exposure** should follow the instructions in Section
- ii. **Green Status Requirements:** If employees or Contractors are Green Status for Symptoms and for Exposure, they should report to work as scheduled.

III. Procedures for Completing the Screening Questionnaire

All High-Risk Facility managers must verify each day that all employees scheduled to work in person have been screened for COVID-19 Symptoms and Exposures prior to employees starting in-person work duties. High-Risk Facility managers may accomplish this screening in a variety of ways depending on the work location, available technology, and environmental or operational risk factors. In general, such facilities should make every effort to ensure employees use the Screening Tool to help with data collection across the workforce and to support any centralized changes to the Health Questionnaire based on new CDC guidance or operational needs.

A. Completing the Screening Questionnaire Using the Screening Tool

- a) Employees may use work or personal devices connected to the Internet, including cell

- phones, tablets, or personal computers, to complete the Screening Questionnaire.⁷
- b) The Screening Tool will display either Green Status or Red Status based on the individual's reported Symptoms and Exposure.
- The Screening Tool will inform employees with Green Status to report to work as scheduled.
 - Employees with Red Status will be informed to stay home and contact their supervisor. The Screening Tool will also direct employees to the Responding to COVID-19 policy for specific instructions.
- c) The Screening Tool will create a daily employee status badge and time stamp based on the results of the employee self-assessment.
- If both Symptoms and Exposure are Green, then the status badge will be Green.
 - If either Symptoms or Exposure is Red, or if both Symptoms and Exposure are Red, then the status badge will be Red.
 - **The time stamp must be within the 12-hour period before the individual is presenting their status badge for verification to be valid for the employee's shift.** For example, an employee starting work on a Tuesday at 9 a.m. must have completed their Health Questionnaire and temperature screening after 9 p.m. on Monday. Employees are encouraged to take the Health Questionnaire and their temperature as close to the start of their shift as possible.
- d) Departments should have the necessary procedures in place to verify the Green Status of each employee scheduled to work in person prior to starting their shift.
- Employees working at locations with Public Safety Officers (PSOs) at entry (the Courthouse Complex, Vel Phillips Juvenile Justice Center,) will display their status badge to the PSO along with their County ID. No additional verification by departments operating within these facilities is needed for employees able to display their Green Status to PSOs.⁸
 - Employees working at all other in-person locations shall verify their Green Status and time stamp as outlined in department procedures. This may include:
 - Employees showing their Green badge and time stamp to a department recorder located at the entrance to a facility or department suite, or
 - Employees showing their Green badge and time stamp to a manager upon arrival, or
 - Employees certifying their status on a [log sheet](#) that is verified by a manager, or
 - Departments implementing supervisor reporting from the Screening Tool for immediate notification of Red Status for employees and for daily screening reports at the start of every shift (see (h) below).
- e) Departments with employees who report directly to a job site must ensure that manager reporting from the Screening Tool is implemented for immediate notification of Red Status for employees and for daily screening reports at the start of every shift (see (h) below).

⁷ Note: Departments may choose to provide County cell phones to employees who do not have personal devices; in these cases, Departments should plan to cover the monthly cost of the device and may need to provide employee training in the use of such devices.

⁸ Note: If employees entering these facilities are using entrances not staffed by Public Safety Officers, departments will need to establish and enforce local verification protocol.

- f) Departments are responsible for communicating notification policies for employees who screen as Red Status, including:
- Whom to notify
 - How to notify (phone, email, text)
 - Time to notify (for example, no later than two hours before start of shift)
 - What to communicate (e.g., “I screened Red for Symptoms” or “I screened Red for Exposure”)

B. Procedures for Employee Screening Questionnaire When the Screening Tool Cannot be Accessed

Departments should try to overcome any technology barriers employees face in using the Screening Tool, as the Screening Questionnaire is likely to be updated when CDC guidance changes. In addition, the Screening Tool allows the County to track Symptoms and Exposures at the Department and Division level to inform risk mitigation strategies.

If significant technology barriers prevent an employee or employee group from using the Screening Tool, department leaders may administer either verbal or hard-copy versions (see County [website](#) for printable version) of the Health Questionnaire while they work to overcome technology barriers.

IV. Screening Requirements for Persons in Care or Custody

Any County unit with Persons in Care or Custody should be given a full health screening (Health Questionnaire and Temperature Screening) at the time of intake and before any transfer is made within the facility or to a new facility, at minimum. The Health Questionnaire may be administered verbally, in hard copy, or electronically, at the discretion of the department.

Departments must have protocols in place, in accordance with CDC and State guidelines for their industry, to inform procedures for quarantining and isolation of Persons in Care or Custody. The ROSC will work individually with departments operating congregate and long-term care facilities on such protocols.



Department of Human Resources
***Procedures for Responding to Exposure to
and Positive Cases of COVID-19***
Version 1.1 September 26, 2022

COVID-19 remains a serious health risk and Milwaukee County remains committed to practices to reduce its impact on our employees, those we serve, and our community. This procedure of the Human Resources Department outlines the steps that employees, managers, and visitors to our facilities should take whenever individuals:

- Contract cases of COVID-19, or
- Experience symptoms of COVID-19, or
- Have been exposed to COVID-19.

Version 1.1 of this Human Resource procedure includes these sections:

1. [Definitions](#)
2. What to do when an employee, contractor, or recent visitor has a [Confirmed Case of COVID-19](#).
3. What to do when an employee reports to work with [Symptoms of COVID-19](#), develops Symptoms while at work, or calls in sick with Symptoms, or when a contractor or visitor to a County location exhibits Symptoms.
4. What to do when an employee has [Exposure](#) to a person with a Confirmed Case of COVID-19.
5. Isolation and Quarantine [Guidance](#).

If you have questions about this, or any other procedures or policies, please email: COVID-19@milwaukeecountywi.gov.

I. Definitions

A. Close Contact: A person with Close Contact is someone who:

- i. Was within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before infected person's illness onset (or, for an asymptomatic infected person, 2 days prior to test specimen collection) until the time the infected person is isolated. This is the definition **regardless of whether face masks or personal protective equipment (PPE) were worn by any or all individuals**, and/or
- ii. Provided care at home to an infected person; and/or
- iii. Had direct physical contact with an infected person (touched, hugged, or kissed them); and/or
- iv. Shared eating or drinking utensils with an infected person; and/or
- v. Got respiratory droplets (for example, was sneezed or coughed on) on them from an infected person.

B. Confirmed Case of COVID-19: A case of COVID-19 that has been confirmed through a positive test for COVID-19.

- C. Exposure to COVID-19 (Exposure):** Any form of Close Contact (see A. above) with an individual who has a Confirmed Case of COVID-19 during the last 14 days.
- D. Fully Vaccinated:**
- i. An individual has received two vaccinations in a two-dose vaccine series or one vaccination in a single-dose vaccine, AND
 - ii. Two weeks or more have passed since the individual received the final dose.
- E. Up-to-date Vaccinations**
- i. Up to date refers to an individual who has received two vaccinations in a two-dose vaccine series or one vaccination in a single dose vaccine, AND
 - ii. Has received one booster shot vaccine
- F. High-Risk Facility:** A congregate living facility operated by Milwaukee County, including the House of Correction; the jail within the Criminal Justice Facility operated by the Milwaukee County Sheriff; and, within the Department of Health and Human Services (DHHS), the Children, Youth, and Family Services (CYFS) Detention Center and Behavioral Health Services (BHS) clinical settings.
- G. Isolation:** [Isolation](#) keeps **someone who is infected** with the virus away from others, even in their home.
- H. KN-95 Mask.** For this order, N-95 and KN-94 masks are equivalent to KN-95 and may be used interchangeably. These are also referred to as “high quality” masks. If these masks are not available, multiple-ply disposable masks, sometimes referred to as “surgical,” masks, may be substituted until a KN-95 or its equivalent can be obtained.
- I. Not Up to Date with Vaccinations:** Individuals who:
- i. Have not received the second shot of a two-dose vaccine despite being eligible for a second shot (more than 3 weeks since initial Pfizer vaccination or since the initial Moderna vaccination) OR
 - ii. Have not received a booster shot despite being eligible for a booster (more than two months since single dose of Johnson & Johnson vaccination or at least five months since second dose of Pfizer or Moderna vaccination)
- J. Person in Our Care or Custody:** Anyone who is legally under the care of Milwaukee County, including those in detention, in jail, or in a medical care facility, and for whom Milwaukee County has a custodial responsibility.
- K. Persons Recovered from COVID-19 in the Past 30 Days:** An individual who received a positive test within the past 30 Days where the date of the test is Day 0, who has completed the required Isolation period, and who no longer has Symptoms.
- L. Quarantine:** [Quarantine](#) keeps **someone who has been exposed** to the virus away from others.
- M. Side Effects from COVID-19 Vaccine (Side Effects).** A set of reactions that are commonly experienced following a vaccination dose. In the 72 hours following a COVID-19 vaccine dose, including booster dose, individuals may experience fever, chills, headache, fatigue, muscle and body aches, and soreness at the injection site.
- N. Symptomatic Individual:** Any person in a County facility who has Symptoms Compatible with COVID-19. This could include employees, contractors, visitors, or people in the County’s Care or Custody.
- O. Symptoms Compatible with COVID-19 (Symptoms):** Symptoms may appear from 2 to 14 days following exposure. Also see the [CDC self-check tool](#) for identifying COVID-19 symptoms. The following symptoms may be symptoms of COVID-19 if

they are new for an individual or are not commonly experienced. Note that **in the 72 hours following a dose of COVID-19 vaccine**, common side effects of the vaccines may mimic some COVID-19 Symptoms but should be treated as Side Effects, not Symptoms, as indicated below.

COVID-19 Symptom or Vaccine Side Effect?	Outside Vaccination Window	Within 72 hours of receiving vaccination
Feverish or temperature of 100.4 ⁰ F (38 ⁰ C) or higher	COVID-19 Symptom	Side Effect: normal response to vaccine – BUT need to stay home until 24 hours after fever ends (without use of fever-reducing drugs)
Chills	COVID-19 Symptom	Side Effect: normal response to vaccine – Go to work, if able
Headache that is new or different for you	COVID-19 Symptom	Side Effect: normal response to vaccine – Go to work, if able
Unexpected fatigue	COVID-19 Symptom	Side Effect: normal response to vaccine – Go to work, if able.
Unexpected muscle or body aches	COVID-19 Symptom	Side Effect: normal response to vaccine – Go to work, if able
Soreness at site of injection	(not applicable)	Side Effect: normal response to vaccine – Go to work, if able
Diarrhea	COVID-19 Symptom	COVID-19 Symptom; follow procedures in Section III
Nausea or vomiting	COVID-19 Symptom	COVID-19 Symptom; follow procedures in Section III
New shortness of breath or difficulty breathing	COVID-19 Symptom	COVID-19 Symptom; follow procedures in Section III
New congestion or runny nose	COVID-19 Symptom	COVID-19 Symptom; follow procedures in Section III
New loss of taste or smell	COVID-19 Symptom	COVID-19 Symptom; follow procedures in Section III
New sore throat	COVID-19 Symptom	COVID-19 Symptom; follow procedures in Section III
New cough	COVID-19 Symptom	COVID-19 Symptom; follow procedures in Section III

- P. Test for COVID-19:** Two tests are commonly used to diagnose COVID-19: PCR (polymerase chain reaction) tests and rapid (or antigen) tests. Both are used to determine if the virus that causes COVID-19 is currently present in an individual.
- i. PCR tests, which are analyzed in laboratories and usually take from one to three days for results, are highly accurate and considered the “gold standard” test.
 - ii. Rapid tests may be analyzed outside labs and may yield results as soon as a few minutes after testing. Rapid tests are most accurate in identifying positive cases of COVID-19 when symptoms are present; negative rapid test results may be less conclusive. For more information, visit the [CDC website](#).
 - iii. Note that antibody tests are blood tests that determine if an individual has had a past infection of COVID-19 but are not used to diagnose current infections.
- Q. Unvaccinated:** Individuals who have not received any dose of COVID-19 vaccine.

II. What to do when an employee, contractor, or recent visitor has a Confirmed Case of COVID-19

This section provides guidance to employees who have a Confirmed Case of COVID-19. It also provides guidance to supervisors of these individuals as well as to managers of facilities where a recent contractor or visitor has a Confirmed Case of COVID-19. In no instance is this guidance meant to replace or override the advice of a medical professional.

NOTE: An individual's vaccination status does not affect the required responses if the individual contracts a Confirmed Case of COVID-19. The variable that affects these requirements are whether the individual develops Symptoms.

A. For Employees with Confirmed Case of COVID-19

- i. If an employee has a Confirmed Case of COVID-19, they should notify their supervisor immediately and identify areas of the County facility(s) where they spent 15 minutes or more over the last 24 hours.
- ii. The employee should provide to their supervisor confirmation of their positive test result or confirmation from medical personnel of the Confirmed Case of COVID-19 as soon as it can be reasonably obtained.
- iii. Medical advice to the employee should come from a medical doctor or public health authority.
- iv. The employee should follow the [guidance on isolation](#) from the CDC as well as Section VI (Isolation and Quarantine Guidance).
- v. If telework is possible, isolating employee may telework. If telework is not an option, employee may use Sick Time or other paid time off (PTO).

B. Department Leader or Supervisor Immediate Actions

- If a department leader or supervisor is notified that an employee, contractor, or recent visitor to the facility has a Confirmed Case of COVID-19, then, as possible, the leader or supervisor should immediately evacuate and section off areas that the individual with the Confirmed Case of COVID-19 has occupied for 15 minutes or more over the past 24 hours (for example, the individual's office, shared work areas, kitchen area). Where possible, the areas should remain sectioned off for 24 hours before cleaning or disinfecting.
- The department leader or supervisor should ensure that areas occupied by the individual with COVID-19 for 15 minutes or more in the last 24 hours are cleaned or disinfected in accordance with [CDC standards](#). This may be accomplished by contacting the department's facilities management team via a service request or by arranging directly for cleaning or disinfecting.
 - a) In the case of a facilities service request, the requestor should provide the following information (as known and available):
 - This is a COVID-19 Confirmed Case alert, with request for disinfectant cleaning.
 - The point of contact within the department.

- The location of the potentially infected areas (for example, Courthouse, Suite ###).
 - The time that the person with a Confirmed Case of COVID-19 was last in the space.
 - Whether or not the potentially infected areas have been sectioned off.
- b) For departments without direct access to a facilities management team, the department should follow closely the [CDC guidance](#) for cleaning or disinfecting facilities, including:
- Opening outside doors and windows, if possible, to increase air circulation in these areas.
 - Wait as long as is practical, or at least several hours, since last occupancy by the person with COVID-19 before cleaning or disinfecting sectioned off areas.
 - Cleaning or disinfecting all areas used by the person with COVID-19, focusing especially on frequently touched surfaces.
 - Vacuuming should not be done in the first 24 hours. Afterwards, when needed, vacuuming should be done when the area is unoccupied and using a high-efficiency particulate air (HEPA) filter vacuum (if available) and with any fans or ventilation systems turned off (if possible).
- c) Once any space occupied by the individual with COVID-19 has been appropriately cleaned or disinfected, it may be reopened for use.
- Supervisors should, as possible, identify employees, contractors, and Persons in Care or Custody who had Exposure to the individual with the Confirmed Case of COVID-19 in the 48 hours prior to the onset of symptoms through the time of the positive test or medical confirmation.
 - If the individual with the Confirmed Case of COVID-19 is asymptomatic, identify people who had Exposure to the individual in the 48 hours prior to the time the test specimen was collected.
 - a) All employees with Exposure should follow the procedures in Section IV.
 - b) Persons in the Care or Custody with Exposure should be Quarantined for 14 days or should follow public health guidelines for their facility type.
 - Note that the press should never be contacted about individuals who have a Confirmed Case of COVID-19, which would violate confidentiality and County policy. Departments should refer any press inquiries to the County Executive's Office.

C. Return to Work Procedure for Employees with a Confirmed Case of COVID-19

- i. Unless otherwise directed by their health care provider, employees with a Confirmed Case of COVID-19 should follow these guidelines and procedures for returning to work:
- a) **Employees with a Confirmed Case of COVID-19 who developed Symptoms** and were directed to isolate themselves at home may return under the following conditions:
- i. Stayed home for at least 5 days and isolated from others in their home. One is likely most infectious during these first 5 days
 - ii. End isolation after day 5 if you are fever free for 24 hours (without the use of fever-reducing medication, and
 - iii. Symptoms are improving.

- iv. Wear a high-quality mask through Day 10. If you have two sequential negative antigen tests 48 hours apart, you may remove your mask sooner than Day 10.
- b) **Employees with a Confirmed Case of COVID-19 who never developed Symptoms**
- i. If experiencing no symptoms including no fever, may return to work on day 6 but must wear KN-95 mask or mask required by department for days 6 through 10 and follow the County's mask order thereafter
 - ii. A rapid (or antigen) test for COVID-19 is strongly recommended but not required
 - iii. Note that a negative test for COVID-19 is not required to return to work after 10 days of isolation.
 - iv. Individuals with Confirmed Cases of COVID-19 must provide evidence of positive test results or other documentation from a doctor or medical professional confirming the case of COVID-19 prior to returning to work.

III. What to do when an employee calls in sick with Symptoms, reports to work with Symptoms, or develops Symptoms while at work, or when a contractor or visitor to a County location exhibits Symptoms while at a County location

Public health officers are confident that the number of people with COVID-19 is higher than the number of known positive cases. While symptoms compatible with COVID-19 are an imperfect proxy for someone being infected, Symptoms can be used to inform preventative measures to contain the spread of the virus. The guidelines below are consistent with recommendations from local public health officers to help contain spread in Milwaukee County.

Note: Individuals may experience common Side Effects within 72 hours of receiving a dose of COVID-19 vaccine, and these Side Effects are NOT Symptoms of COVID-19. See the definition of Symptoms in Section I.D for a list of common side effects of COVID-19 vaccinations and for instructions on responding to Side Effects.

Departments with Persons in Care of Custody should follow CDC and state guidance for responding to Symptomatic Individuals in the County's care.

A. Employees, Contractors, or Visitors with Symptoms

If employees experience any Symptoms, they should stay at home or, if at work, return home following the immediate directions below. Any Symptomatic contractors or visitors should also return home immediately, following this guidance.

- i. **Immediate Directions to Symptomatic Individuals, including Symptomatic contractors or visitors, in the Workplace**
 - a. The Symptomatic Individual should always stay 6 feet away from other people.
 - b. The Symptomatic Individual should wear a well fitted, high quality mask over their nose and mouth to help prevent the spread of germs.
 - c. The Symptomatic Individual should avoid touching equipment and furniture, as much as possible, and should not move around the workspace.
 - d. The Symptomatic Individual should be sent home as soon as possible.

- e. The Symptomatic Individual should continue to wear a mask and practice physical distancing until they reach their residence or Isolation area. Modes of transportation for the Symptomatic Individual to get to their residence are prioritized below, starting with the top recommendation:
 - Personal transportation.
 - A ride with a member of their household.
 - A ride with a family member or friend.
- f. Once outside the workplace the Symptomatic Individual should go to their residence and Isolate.
- ii. **Directions to Symptomatic Employees Once Isolating**
 - a. Symptomatic Individuals should notify their supervisor immediately if the Symptoms emerged outside the workplace.
 - b. Symptomatic Individuals should report to a supervisor any area of the County facility(s) where they spent 15 minutes or more over the past 24 hours.
 - c. **Symptomatic Individuals who do not telework full time must be tested for COVID-19 immediately.**
 - 1. **Employee should have a PCR test for COVID-19 as soon as possible and no later than one (1) business day from the onset of Symptoms.**
 - 2. Employee should Isolate while test results are pending (see Section VI).
 - 3. Supervisors may ask for confirmation that the employee has scheduled or registered for testing to ensure the employee completes the testing in a timely manner.
 - 4. Employee should provide their test results to their supervisor and their HR Business Partner as soon as results are available. If employee tests positive, follow procedures in Section II. If negative, follow return to work procedures in this section (see Section III.C).
 - 5. If possible, employee should telework until they are cleared to return to work (see Section III.C). If telework is not an option, employees may use sick time or other paid time off.
 - d. **Symptomatic individuals who telework full time are encouraged, but not required, to get tested.**
 - e. Employees who are symptomatic and seeking testing are encouraged to document people they have been in Close Contact with in the 48 hours prior to the start of their Symptoms to inform contact tracing efforts should they test positive.
 - f. Employees who have Symptoms AND who have had Exposure to someone with a Confirmed Case of COVID-19 should follow procedures in Section IV. and immediately seek out testing.

B. Department Leaders or Supervisors Immediate Actions

When a supervisor is notified of a Symptomatic Individual in the workplace, the supervisor should immediately confirm that this individual has Symptoms Compatible with COVID-19. **Supervisors have the right to ask employees, contractors, or members of the public about how they are feeling as it relates to COVID-19 Symptoms. They should wear a mask and maintain 6 feet of distance when asking questions.**

Once a supervisor has confirmed that the Symptoms are Compatible with COVID-19, the department leader or supervisor should take the following immediate actions:

- Evacuate and section off areas that the Symptomatic Individual has occupied for 15 minutes or more over the past 24 hours (for example, the individual’s office, shared work areas, kitchen area). Where possible, the areas should remain sectioned off for 24 hours since last contact with the Symptomatic Individual before cleaning or disinfecting.
- Ensure that areas occupied by the Symptomatic Individual for 15 minutes or more in the last 24 hours are cleaned or disinfected in accordance with [CDC standards](#). This may be accomplished by contacting the department’s facilities management team via a service request for disinfection and/or cleaning.
 - a. In the case of a facilities service request, the requestor should provide the following information (as known and available):
 - This is a COVID-19 Symptomatic Individual alert, with request for cleaning or disinfecting.
 - The point of contact within the department.
 - The location of the potentially infected areas (for example, Courthouse, Suite ###).
 - The time that the Symptomatic Individual was last in the space.
 - Whether or not the potentially infected areas have been sectioned off.
 - b. For departments without direct access to a facilities management team, the department should follow closely the [CDC guidance](#) for cleaning or disinfecting facilities, including:
 - Opening outside doors and windows, if possible, to increase air circulation in these areas.
 - Waiting 24 hours, or as long as is practical, since last occupancy by Symptomatic Individual before cleaning or disinfecting sectioned off areas.
 - Cleaning or disinfecting all areas used by the Symptomatic Individual, focusing especially on frequently touched surfaces.
 - Vacuuming should not be done in the first 24 hours. Afterwards when needed, vacuuming should be done when the area is unoccupied and using a high-efficiency particulate air (HEPA) filter vacuum (if available) and with any fans or ventilation systems turned off (if possible).
 - c. Once any space occupied by the Symptomatic Individual has been appropriately cleaned or disinfected, it may be reopened for use.
- Local health departments **do not** need to be notified of a Symptomatic Individual.

C. Return to Work Procedure for Employees with Symptoms of COVID-19 Only (no Exposure)

Keep in mind that within 72 hours of receiving a COVID-19 vaccination, individuals may experience Side Effects that mimic Symptoms of COVID-19. See Section I.O to distinguish between Symptoms and Side Effects. This section addresses return to work following Symptoms of COVID-19. Please note that the logic in the County’s [Health Screening Questionnaire](#) distinguishes between vaccine Side Effects and COVID-19 Symptoms to support the correct interpretation of return-to-work policy.

- i. **Symptomatic Individuals who do not telework full time:** Before a Symptomatic employee may return to in-person work, the following must be true:
 - a. If symptom free isolate for 5 days and wear a high-quality mask through day 10
 - b. If symptomatic, you may end isolation after day 5 if fever free for 24 hours. Continue to wear high quality mask through day 10.
 - c. If you still have symptoms through day 5 continue to isolate until fever free for 24 hours and symptoms are improving, or through day 10.
- ii. **Full-time telework employees:** Symptomatic employees should either telework or if unable to work use sick time, or other paid time off per department policies.

IV. **What to do when an Employee has Exposure to a Person with a Confirmed Case of COVID-19**

It is an employee's responsibility to notify their supervisor immediately if they have had Exposure to someone with a Confirmed Case of COVID-19, including a member of their household with a Confirmed Case of COVID-19.

This section includes **procedures for**

- Employees exposed to COVID-19
- Department Leaders or Supervisors Actions

B. **Procedure for Employees with Exposure Only (no Symptoms)**

- i. Exposure guidelines are the same for employees who are vaccinated or unvaccinated. Employees **DO NOT** need to Quarantine and may return to work immediately so long as they:
 - a. Wear a mask as soon as you learn you were exposed – Day 0 is the day of your last exposure to someone with COVID-19 and Day 1 is the first full day after your last exposure
 - b. Continue to take precautions
 - c. Day 6 – get tested
 - i. **If test results are positive**, they should follow the procedures outlined in Section II of this order, or
 - ii. **If test results are negative**, continue to take precautions and wear a high-quality mask through Day 10

C. **Department Leaders or Supervisors Immediate Actions**

When a supervisor is notified that an employee has had Exposure to a person with a Confirmed Case of COVID-19, or that a household member of an employer has COVID-19, no specific actions are required of the supervisor beyond requiring the Exposed employee(s) to adhere to the exposure guidelines (no Symptoms) or Isolate (with Symptoms).

- Local health departments **do not** need to be notified that the employee has had Exposure to COVID-19.
- Unless the employee develops Symptoms or has a Confirmed Case of COVID-19, the supervisor does not need to request special cleaning or notify other employees.

V. Additional Isolation and Quarantine Guidance

These guidelines are meant to augment instructions provided by the CDC for [isolation](#) and for [quarantine](#).

- A. **Isolation:** Keeps **someone who is sick or is infected** with the virus away from others, even in their home. When you isolate, you should:
- i. Stay home! This means do not go to school, work, public areas, or attend large gatherings, such as parties, weddings, meetings, and sporting events. If you need medical care, call a health care provider.
 - ii. Call ahead before going to a doctor's office.
 - iii. Monitor your symptoms. If you have an [emergency warning sign](#) such as trouble breathing, seek emergency medical care immediately.
 - iv. Stay in a separate room from other household members, if possible.
 - v. Use a separate bathroom, if possible.
 - vi. Avoid contact with other members of the household and pets.
 - vii. Don't share personal household items, like cups, towels, or utensils.
 - viii. Wear a face mask.
- B. **Quarantine:** Keeps **someone who might have been exposed** to the virus away from others. When you quarantine, you should:
- i. Stay home! This means do not go to school, work, public areas, or attend any gatherings, such as parties, weddings, meetings, and sporting events. If you need medical care, call a health care provider and use telemedicine when possible.
 - ii. Call ahead before going to a doctor's office or any other health care setting.
 - iii. Watch for fever (100.4°F degrees or higher), cough, shortness of breath, or [other symptoms](#) of COVID-19. If you experience symptoms, you should isolate from others.
 - iv. Stay away from others, especially people who are at [higher risk](#) for getting very sick from COVID-19.
 - v. Minimize contact with others in the same household including not sharing bathrooms, kitchens, or other common areas whenever possible.

DOCUMENT 00 73 36
EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

1. SCOPE

1.1 Section 56.17 of the Milwaukee County Ordinance and requirements for Federally assisted construction contracts regarding labor Standards and Equal Employment Opportunity shall be a part of this Contract.

2. POSTING OF NOTICES

2.1 The successful bidder must post in a conspicuous location, available to employees and applicants for employment:

2.1.1 Equal Opportunity Policy (See Attachment 1 for sample)

2.1.2 Equal Employment Opportunity Poster (See Attachment 2)

3. REPORTING REQUIREMENT APPLICATION TO CONSTRUCTION CONTRACTS

3.1 **EEO-1 Report** (Equal Employment Opportunity-Employer Information Report) Contractors and subcontractors with 50 or more employees and with a covered contract or subcontract of \$50,000 or more, must submit an annual EEO- 1 Report (41CFR 60- 1.7a). These reports must be filed on the website: www.eeocdata.org/eeo1

3.2 **Construction Contractor Identification Data** - The Department official for Milwaukee County who signs contracts, and those successful bidders who subcontract for construction work must notify the Office of Federal Contract Compliance Programs in writing within 10 working days of the award of any construction subcontract in excess of \$10,000 that is made under covered federally assisted construction projects. Notification can be made to the nearest OFCCP District Office. [U.S. Department of Labor-OFCCP Milwaukee District Office, 310 West Wisconsin Avenue, Suite 1115, Milwaukee, WI 53203-2241. A copy should be maintained within the contracting department for periodic review by the Milwaukee County Department of Audit. (See Attachment 3)

3.3 **Written Affirmative Action Plan** – is required under Milwaukee County Ordinance 56.17 from each successful bidder of contracts with 50 or more employees. AA Plans must be developed according to guidelines established under Federal Code 41 CFR 60 and submitted to the Milwaukee County Department of Audit.

4. DECLARATIONS BY BIDDERS AND CONTRACTORS

4.1 The following declarations are required:

4.1.1 Equal Employment Opportunity Compliance Certificate [Form 2532 R2] - required with each contract agreement. (See Attachment 4)

4.1.2 Equal Opportunity Clauses - required in all construction contracts. (See Attachment 5)

4.1.3 Notice of Requirement to Ensure Equal Employment Opportunity required in all construction contracts. (See Attachment 6)

4.1.4 Standard Equal Employment Opportunity Construction Contract Specifications -required in all construction contracts. (See Attachment 7)

5. OTHER REQUIREMENTS

5.1 Equal Employment Opportunity Reference -must be included in the bid advertisement by the department official for Milwaukee County who signs contracts for construction projects.

5.2 Contractors must retain personnel and employment records for a minimum of one year from the date they were created, or the personnel action occurred, whichever is later. Relevant records include but are not necessarily limited to hiring, assignment, promotion, demotion, termination, transfer, layoff, rate of pay, terms of compensation, training selection, job postings, applications, resumes, tests and results, and job interview notes. Records must be maintained in an easily understandable and retrievable form; contractors are not required to maintain separate record systems for this purpose. [41 CFR 60-4.3(a) 14, 41 CFR 60-1.12(a)].

6. ATTACHMENTS SUMMARY

6.1 The following attachments are included in this document:

Attachment 1:	Equal Opportunity Policy Sample	1 page
Attachment 2:	Equal Employment Opportunity Poster	2 pages
Attachment 3:	Contractor Identification Data	1 page
Attachment 4:	Equal Employment Opportunity Compliance Certificate	1 page
Attachment 5:	Equal Opportunity Clauses	3 pages
Attachment 6:	Notice of Requirement of Affirmative Action	1 page
Attachment 7:	Standard EEO Construction Contract Specifications	6 pages

END OF DOCUMENT

**DOCUMENT 00 73 36 – ATTACHMENT 1
EQUAL OPPORTUNITY POLICY SAMPLE**

EQUAL OPPORTUNITY POLICY - [SAMPLE]

It is the official policy of the - (Company Name Here) - that it will not discriminate against any employee, applicant for employment or eligible client because of race, color, religion, sex, national origin, age, disability or veteran status. We pledge that we shall take affirmative action to ensure that applicants are employed, that employees are treated during employment, and that eligible clients are served without regard to the above-named characteristics. Such actions shall include but not be limited to the following: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training including apprenticeship; delivery of service; and community based activities.

All officials and employees of this Company will be informed of this Statement of Policy and that this policy will affect all employment practices and delivery of service. Decisions on employment and delivery of service will be made to further the principle of equal opportunity. All management personnel will share the responsibility for affirmative action and will be assigned specific tasks. Management performance on this program will be evaluated in the same manner as performance on other County goals.

We will ensure that promotion decisions will be in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities. Furthermore, we will ensure that all personnel actions such as compensation, benefits, company-sponsored training, education, tuition assistance and social and recreational programs will be administered without regard to race, color, religion, sex, national origin, age, disability or veteran status.

It is our firm belief that the Company will benefit overall by prompt and full utilization of minorities and females at all levels and in all segments of the workforce where deficiencies exist.

As Chief Executive Officer of this Company, I declare my personal commitment to affirmative action and do hereby designate

Name (Please Print)	Title	Telephone Number
------------------------	-------	------------------

As the Equal Opportunity Officer responsible for the implementation of the Company's Affirmative Action Policy. The designee will report to me on an annual basis the Company's progress towards meeting its affirmative action goals and timetables.

(Please Type or Print Name Under Signature)
Chief Executive Officer

Date: _____

END OF DOCUMENT

**DOCUMENT 00 73 36 – ATTACHMENT 2
EQUAL OPPORTUNITY POSTER**

NOTE: This section contains the following document(s):

Equal Opportunity Poster from Federal Government

2 pages

END OF DOCUMENT

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

**DOCUMENT 00 73 36 – ATTACHMENT 3
CONTRACTOR IDENTIFICATION DATA**

CONTRACTOR IDENTIFICATION DATA - (FOR AWARD NOTIFICATIONS)

Required to be submitted by the Milwaukee County Department Official who signs contracts and by the successful bidder for contracts/subcontracts over \$10,000. This information can now be filed within 10 working days of award to the following address:

**U. S. Department of Labor
Office of Federal Contract Compliance Programs
Milwaukee District Office
310 West Wisconsin Avenue, Suite 1115
Milwaukee, WI 53203-2241**

The Milwaukee County Department Official must retain a copy of this information for their Department files for periodic review by the Milwaukee County Department of Audit.

Section 1

Prime contractor _____ Subcontractor: _____
Employer/Contractor Identification Number _____

Contractor/Subcontractor Name _____

Permanent Address (Pay Office) _____

City, State, Zip Code _____

Chief Executive Officer Name and Title _____

EEO Officer Name and Title _____

Area Code and Phone Number _____

Section 2

Funding Agency and Location _____

Applicant/Grantee Agency Name and Location _____

Contracting Agency (Prime) Name _____

Address, City, State, Zip Code _____

Contracting Agency/Company Contact Point Name _____

Area Code and Phone Number _____

Project Name and Number _____

Project City, County, State, Zip Code _____

Contract/Subcontract Award Date _____

Contract/Subcontract Dollar Amount _____

Contract/Subcontract Number _____

Estimated Contract/Subcontract Completion Date _____

END OF DOCUMENT

**DOCUMENT 00 73 36 – ATTACHMENT 4
EQUAL EMPLOYMENT OPPORTUNITY FORM**

NOTE: This section contains the following document(s):

Equal Employment Opportunity Form

1 pages

END OF DOCUMENT

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR MILWAUKEE COUNTY CONTRACTS

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other-specify) _____ (Henceforth referred to as VENDOR) certifies to MILWAUKEE COUNTY as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees; notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract

Affirmative Action Program

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

Non-Segregated Facilities

VENDOR certifies that it does not and will not maintain or provide for its employees and segregated facilities at any of its establishment, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Subcontractors

VENDOR certifies that it has obtain or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any sub-contracts, and that it will retain such certifications in its files.

Reporting Requirements

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures in Title Code 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, **if required**, must be filed with **ANY** one of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Audit Services Division, 633 W. Wisconsin Avenue, Suite 904, Milwaukee, Wisconsin 53203. If a current plan has been filed, indicate where filed and the year covered _____
Please provide proof of your AA Plan approval.

VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

VENDOR certifies that it has _____ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and _____ employees in total.
(No. of employees) (Total No. of employees)

Compliance

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this _____ day of _____ 20__ by:

Firm Name _____

WARNING: An unsigned form shall be considered as a negative response.

Address _____

City, State, Zip _____

By _____

Telephone _____

(Signature)

(Please Print Name Here)

(Title)

**DOCUMENT 00 73 36 – ATTACHMENT 5
EQUAL OPPORTUNITY CLAUSES**

I. AFFIRMATIVE ACTION IN EMPLOYMENT

A. Pursuant to Executive Order 11246, Title 41 CFR 60-1.4, -250.5, -741.5. During the performance of this contract, the contractor agrees to include or reference the following provisions:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to the above-named characteristics.

Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to "protected group" status. As stated above.
- (3) The contractor will send to each labor union or representative of workers with which the contract has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and/or County Ordinances Section 56.17 (1c) and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, and/or County Ordinance Section 56.17 (1c).
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, and/or County Ordinances Section 56.17 (1c) and will permit access to the contractor's books, records, and accounts by the contracting agency and the Milwaukee County Department of Audit for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further County construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and/or County Ordinances Section 56.17 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, and/or County Ordinance Section 56.17.

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, and/or County Ordinance Section 56.17 (1c) so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor or the County Contracting Official as a means of enforcing such provisions including sanctions for noncompliance.
- B. Pursuant to Sec. 503 of the Rehabilitation Act of 1973 (Workers with Disabilities)
- (1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advances in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment based upon their physical or mental disability in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act and/or County Ordinances Section 56.17 (1c).
 - (3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act and/or County Ordinances Section 56.17 (1c).
 - (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - (5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and/or County Ordinances Section 56.17(1 c) and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - (6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, and/or County Ordinances Section 56.17 (1c), so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs and the Milwaukee County Contracting Official may direct to enforce such provisions, including action for non-compliance.

II. NON-DISCRIMINATION IN DELIVERY OF SERVICES

- A. Pursuant to Section 601 of Title VI of the Federal Civil Rights Act of 1964: No eligible client in the United States shall be excluded from participation in or otherwise discriminated against on the ground of race, color, or national origin under any program or activity receiving Federal or County financial assistance. [42 USC 2000(d)-2000(d)(1)]
- B. Pursuant to Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990 (ADA), and other applicable federal and state regulations. No otherwise qualified disabled person shall be excluded from the participation in or the benefits of, or be subjected to, discrimination under any program receiving Federal or County financial assistance.

END OF DOCUMENT

**DOCUMENT 00 73 36 – ATTACHMENT 6
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

The notice of requirements for affirmative action to ensure equal employment opportunity [Executive Order 11246] is to be included in the bid solicitations for all construction contracts over \$10,000. The notice, which is published at 41 CFR 60-4.2 is as follows.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Equal Employment Opportunity Construction Contract specifications" set forth herein. As used in this Notice, and in the contract resulting from this solicitation the "covered area" is the Milwaukee Standard Metropolitan Statistical Area (includes Milwaukee, Ozaukee, Waukesha, and Washington counties).
2. The goal for minority participation, expressed in percentage terms for the Contractor's collective workforce in each trade on all construction work in the covered area is 8.0%*. The current goal for female participation is 6.9%** of work hours and applies to all of a contractor's construction sites regardless of where the contract is being performed.

These goals are applicable to all the Contractor's construction work performed in the covered area whether or not Federal, Federally - assisted and/or County funds are involved.

The Contractor's compliance with Executive Order 11246 and the regulations in 41 CFR 60-4.2 and/or County Ordinances Section 56.17 (1 c), shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and/or County Ordinances 56.17 (1c) and its efforts to meet the goals established for the covered area. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, the regulations in 41 CFR Part 60-4 and/or County Ordinance Section 56.17 (1 c). Compliance with the goals will be measured against the total work hours performed.

The Contractor must provide written notification to the Office of Federal Contract Compliance Programs within 10 working days of the award of any construction subcontract in excess of \$10,000 that is made at any tier for the construction work under the contract resulting from this solicitation. The notification shall list:

- a. Name, address and telephone number of the subcontractor;
- b. Subcontractor's employer identification number;
- c. Estimated dollar amount of the subcontract;
- d. Estimated starting and completion dates and geographical area in which the subcontract is to be performed.

** (Goal for the Milwaukee SMSA (Milwaukee, Waukesha, Ozaukee and Washington counties), according to the Federal Register, October 3, 1980.*

*** (Goal for female participation was indefinitely extended according to the Federal Register, December 30, 1980.*

END OF DOCUMENT

DOCUMENT 00 73 36 – ATTACHMENT 7
STANDARD EEO CONSTRUCTION CONTRACT SPECIFICATIONS

STANDARD EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

Standard equal employment opportunity construction contract specifications are required in all construction contracts over \$10,000.[41 CFR 60-4.3]

1. As used in these specifications:
 - a. "Covered area" means the Milwaukee Standard Metropolitan Statistical Area (Milwaukee, Ozaukee, Waukesha, and Washington Counties);
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership, participation, or community identification).
2. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto and/or County Ordinances Section 56.17 (1c).
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Contractors/subcontractors must ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Contractors/subcontractors must establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Contractors/subcontractors must maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Contractors/subcontractors must provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Contractors/subcontractors must develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Contractors/subcontractors must Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed
- g. Contractors/subcontractors must review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Contractors/subcontractors must disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Contractors/subcontractors must direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Contractors/subcontractors must encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Contractors/subcontractors must validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Contractors/subcontractors, at least once a year, must conduct an inventory and evaluation at least of all minority and female personnel for promotional opportunities

and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Contractors and subcontractors must ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Contractors and subcontractors must ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Contractors/subcontractors must document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Contractors/subcontractors must conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
8. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
9. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
10. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 and/or County Ordinances Section 56.17 (1c).
11. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal

Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended and/or County Ordinances section 56.17 (1c).

12. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director and/or the Contracting Department Official for Milwaukee County shall proceed in accordance with 41 CFR 60-4.8.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
14. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977, the Community Development Block Grant Program, or Targeted or Disadvantaged Business Enterprise Program Requirements).

END OF DOCUMENT

DOCUMENT 00 73 50**CONTRACTOR RESIDENCY PROGRAM PROVISIONS****I. General**

- A. In accordance with the resolution of the Milwaukee County Board of Supervisors, residents preference hiring is required for all construction contracting activities of the Department of Administrative Services. The resolution establishes a goal that provides for, at a minimum, 50% of GROSS PAYROLL DOLLARS worked on a DAS-FM Contract be performed by RESIDENTS of the County, except in special cases where the Director of Administrative Services determines there is sufficient reason to impose lesser levels of participation. Further, the Director of Administrative Services may increase the percentage of RESIDENT worker participation to more than 50% on specific contracts. For this contract, bidders are required to show that a minimum 50% of GROSS PAYROLL DOLLARS will be performed by RESIDENTS of the County.
- B. The contractor and subcontractor shall prepare and submit WITH EACH INVOICE accurate and timely resident utilization information with completed LCPTracker Labor Compliance software documentation to the Department of Administrative Services. Failure to submit the required documentation to the Department of Administrative Services may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until the summary of all GROSS PAYROLL DOLLARS in LCPTracker is completed. All Prime and Subcontractor certified payroll for the Contract shall be entered in the County's LCPTracker certified payroll reporting system. Prime Contractor's Affidavit of Compliance shall also be completed and on file with the Department of Administrative Services.
- C. During the performance of this contract the Department of Administrative Services reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Director of Administrative Services will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, or if the contractor, prime or sub, submits any documents which contain any false, misleading, or fraudulent information, or if the contractor or subcontractor fail to comply with this contract provision, the Department of Administrative Services may take one or more of the actions listed below.
 - 1. Withhold payments on the contract.
 - 2. Terminate or cancel the contract, in whole or in part.
 - 3. Consider possible debarment of the contractor from bidding for a period of up to two years.
 - 4. Any other remedy available to the County at law or in equity.

II. Definitions

- A. RESIDENT – A person who maintains his or her place of permanent abode in the County of Milwaukee. Domiciliary intent is required to establish that a person is maintaining his or her place of permanent abode in the County. Mere ownership of real property is not sufficient to establish domiciliary intent. Evidence of domiciliary

intent includes, without limitations, the location where a person votes, pays personal income taxes, or obtains a driver's license.

- B. GROSS PAYROLL DOLLARS – means the gross payroll dollars expended on a construction contract by skilled and unskilled construction trade workers, whether those workers are employed by the contractor or any subcontractor. Gross payroll dollars include the dollars paid as a wage and as fringe benefits to each employee working on the project. In determining the gross payroll dollars expended on a construction contract, the dollars expended for all tasks customarily performed on a construction site shall be included, whether or not such tasks are performed on the construction site. This includes work performed by persons filling apprenticeships and participating in on-the-job training programs.

III. Residency Utilization Requirements

- A. The contractor shall utilize RESIDENTS of the County in a minimum amount equal to the percentage of the GROSS PAYROLL DOLLARS stated in paragraph I. A. above.
- B. The contractor, by signing and submitting a bid, certifies that it understands the provisions of the Contractor Residency Program and knows of and intends to comply with them, and shall ensure that all subcontractors are also informed.
- C. The contractor shall maintain, and shall ensure that all subcontractors maintain, personnel records listing the name, address, race and gender of all employees utilized for this contract and any records demonstrating that the employees utilized by the contractor in meeting the residency requirements are actual residents of the County. These records shall be maintained for three (3) years following the date of substantial completion of this project and shall be made available to the Director of Administrative Services upon reasonable notice.
- D. Compliance with these residency requirements is an element of bid responsiveness. Failure to meet the specified residency provisions will render the bid unresponsive, and the Director of Administrative Services may then recommend the award to the next apparent low bidder.
- E. If the prime contractor has problems in meeting the residency provisions or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall immediately contact the Director of Administrative Services.

END OF DOCUMENT

**SECTION 01 10 00
SUMMARY**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Conditions and Requirements.
- B. Type of contract.
- C. Work area.
- D. Contractor use of site and premises.
- E. Keys
- F. Owner occupancy.
- G. Work conditions.
- H. Contracts.
- I. Material by Owner.

1.2 RELATED SECTIONS

- A. Section 01 20 00 – Price and Payment Procedures
- B. Section 01 30 00 – Administrative Requirements
- C. Section 01 35 13.13 – Special Project Procedures for Airport Facilities

1.3 CONDITIONS AND REQUIREMENTS

- A. There is no guarantee of work and there is no exclusivity for various Contracts.
- B. Owner, through its authorized representative, agent or employee shall have sole authority and discretion to determine what work will be performed on Time and Material basis. It is solely Owner's decision and within its sole discretion to determine whether or not work is to be performed under this Time and Material Contract or whether work will be awarded and performed by some other method.
- C. Prime Contractor shall have permanent local (Milwaukee County and the four border counties) representation to perform work throughout life of Contract.
- D. Each Contractor, subcontractor, or material supplier shall be informed as to conditions relating to execution of Projects. Neglect of this requirement will not be accepted as cause for additional compensation.
- E. Sequence of operations or place of commencement may be determined by Owner as deemed to best serve needs and convenience of Owner.

1.4 TYPE OF CONTRACT

- A. Annual Time and Material Prime Contracts are used to supplement Owner's work force and to complete Projects as directed by Owner.

- B. Agreement Form will be furnished and completed by Milwaukee County for signatures and bonding. Sample agreement forms are included in this RFP document.

1.5 WORK AREA

- A. Work areas include anywhere assigned by Time and Material Coordinator or authorized representative at various sites throughout Milwaukee County

1.6 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by others and work by Owner.
 - 3. Use of site and premises by public.
- B. Regulate and perform work in a manner to cause least possible disturbance and inconvenience to use of site and building.
 - 1. Access to construction and work areas shall be as directed by Owner.
 - 2. Contractors and subcontractors shall arrange for delivery of materials and equipment to place of installation and for removal of surplus and debris.
- C. Contractor shall notify Diggers Hotline in accordance with State laws and requirements. Contractor shall also notify Milwaukee County and other private utilities not included in the Diggers Hotline.
- D. Provide constant dust, dirt, and debris control. Remove demolished material from Owner's property as soon as possible.
- E. Use rubber-tired equipment for transporting materials and equipment on paved surfaces and within building; load shall not exceed pavement, floor, or roof capacities.
- F. Contractor shall confine equipment, storage of materials, and operations of workers to limits indicated and as directed.
- G. Owner assumes no responsibility for damage or loss due to storing of materials and equipment.
- H. Maintain traffic on roads. Keep entrance and delivery areas open to traffic.
- I. Exercise special care in use of certain types of equipment such as air hammers or others that make excess noise that may interfere with operation of business. Clear equipment causing excess noise with Owner before use on Project.
- J. Exercise special care in use of certain types of equipment such as vibratory type that set up vibrations that may interfere with operation of Owner's equipment. Avoid electronic interference with Owner's equipment. Clear equipment that could cause interference with Owner before use on Project.
- K. If ceiling tile are removed for work or inspection, replace tile at the end of each working day and when inspection is complete. Notify Owner of soiled or damaged ceiling tile so they can be replaced.

- L. When access to electrical outlet, etc., is needed for work in hallways or neighboring room, respect privacy of residents. Workers shall check at the desk for use of a vacant room. If this is not possible, workers shall knock and wait for an answer before entering.
- M. Contractors and workers shall respect privacy, refrain from use of foul or abusive language, etc., and obey Owner's rules for conduct of workers.
- N. Do not block or hinder runways, taxi-aprons, passenger loading areas, or movement of aircraft and related support vehicles.
- O. Identifying Badges: Contractors, subcontractors, and their employees shall wear identifying badges when requested by Owner. Contractors and/or subcontractors shall provide badges or use Owner approved badges as required.
 - 1. Badge: Minimum 2 inches by 3 inches, readily readable, and capable of being attached with pin or clip.
 - 2. Information: Type or print Contractor's/Subcontractor's name, Contractor's/Subcontractor's title, address, and telephone number.
 - 3. Signature: Wearer's signature shall appear below wearer's typed or printed name.
- P. Prevent loose materials from being ingested in aircraft engines.
- Q. When Work of project is within a secured facility. Contractor, subcontractors and material suppliers may be subjected to background investigations by the Sheriff's department for outstanding violations. If violations are discovered, Contractor and employee shall be subject to dismissal.

1.7 KEYS

- A. Typically no keys will be issued to Contractors. Contact building superintendent for access to work areas within buildings.
- B. If required, there is a \$100 refundable Key Deposit per set of keys for access to some Work areas. If keys are not returned, Contractor shall pay cost of re-keying locks affected by loss. Key Deposit will be returned when keys are returned upon completion of project. Owner will not pay Key Deposits or forfeitures. Full retainage will not be released until keys have been returned.

1.8 OWNER OCCUPANCY

- A. Owner will occupy premises during entire period of construction and conduct normal operations. Interrupt utilities at times and as directed by Owner.
- B. Use adequate protection, such as temporary enclosures, security, etc., so intended use of existing facilities may continue during construction.
- C. Adhere to Owner's policy and safety regulations when performing work on or within existing facilities.
- D. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- E. When work is performed in Owner occupied areas, leave these areas clean, dust and dirt-free, and remove tools, material, and equipment at end of each work day. Account for tools and equipment.
 - 1. Keep public areas clean. If Contractor fails to keep areas clean, Owner will clean these areas and deduct cost of this cleaning from Contractor's payment.

1.9 WORK CONDITIONS

- A. Owner may assign staff or supervise Contractor's employees during execution of work under this Time and Material Contract. Cooperate with Owner's employees.
- B. Milwaukee Courthouse Complex and County Grounds Facilities are secured public facilities. Facilities are controlled by security staff and security checkpoints. Contractor shall secure and guard materials, tools, and equipment at all times. Contractor will be required to follow Owner's security requirements at all times.
- C. Contractors shall be required to have employees available 7 days a week and 24 hours a day for emergency work, when requested by Owner. Contractors' failure to respond and perform approved Work on emergency calls within 4 hours of request shall be cause to terminate Contract.
 - 1. Give Owner one or more local phone numbers of persons to call on a 24 hour a day basis to respond to emergencies.
- D. Where possible, materials for Projects shall be brought to work area by Contractor's Employees when reporting in for work.
- E. If workers, materials, equipment, etc., are not used on project, or their portion of work is complete and they are no longer needed, no payment shall be made for these workers, materials, equipment, etc.
- F. Owner may direct or select subcontractors and materials to be used and Prime Contractors shall comply with Owner's directions and selections.
- G. If requested by Owner, Contractors may be required to file daily or weekly progress reports to and of type required by Owner. Progress reports are not reimbursable.

1.10 CONTRACTS

- A. Each Prime Contractor shall have the expertise, labor and equipment to perform work specified below and shall perform that work with their own employees. Bid may be rejected if Prime Contractor is incapable of performing work specified below. Use no subcontracting except to achieve Owner's TBE goals or by Owner's direction. See Targeted Business Enterprise requirements for TBE contract goals. Subcontractor will not be paid to perform work described without Owner's prior written approval.
- B. Multiple contractors may be chosen for each contract type. These contracts may be by any Milwaukee County Department for Time & Materials work.
- C. Contracts included in this RFP are as follows:
 - Contract 1:** **General Construction Contractor** shall provide labor and equipment to do carpentry, masonry, and concrete work.
 TBE Goal: 19%
 Residency Requirement: 50%
 Bond Requirement: \$100,000
 - Contract 2:** **Plumbing Contractor** shall provide labor and equipment to install and repair hot and cold-water systems, storm sewer, sanitary sewer and related work as directed. Contractor shall provide associated excavation and emergency excavation for repairs to underground water lines and fire hydrants.
 TBE Goal: 21%
 Residency Requirement: 50%
 Bond Requirement: \$100,000

- Contract 3:** **Fire Protection Contractor** shall provide labor and equipment to install, remodel and repair piping, sprinkler, and related fire protection systems.
TBE Goal: 0%
Residency Requirement: 50%
Bond Requirement: \$100,000
- Contract 4:** **Heating and Ventilating Contractor** shall provide labor and equipment for steam fitting work and to produce and install sheet metal work as directed. Include air conditioning work.
TBE Goal: 25%
Residency Requirement: 50%
Bond Requirement: \$100,000
- Contract 5:** **Electrical Contractor** shall provide labor and equipment for installation and maintenance of electrical wiring, fixtures, high and low voltage electrical work. Work may also include providing overhead power, transformers, power poles, streetlights and related work which requires Contractor to access work with a bucket truck.
TBE Goal: 17%
Residency Requirement: 50%
Bond Requirement: \$100,000
- Contract 6:** **Painting Contractor** shall provide labor and equipment for painting, sandblasting, epoxy coatings, and vinyl wall fabric work.
TBE Goal: 23%
Residency Requirement: 50%
Bond Requirement: \$100,000
- Contract 7:** **Fence and Gate Contractor** shall provide labor and equipment to install and repair chain link fence and gate.
TBE Goal: 25%
Residency Requirement: 50%
Bond Requirement: \$75,000
- Contract 8:** **Asphalt Paving Contractor** shall provide labor, equipment, and material to install crushed aggregate base, bituminous base courses, and surface courses for asphalt pavement. Include strip painting. Pavement seal coat shall not contain coal tar based material or material with high concentrations of polycyclic aromatic hydrocarbons (PAHs).
TBE Goal: 25%
Residency Requirement: 50%
Bond Requirement: \$75,000
- Contract 9:** **Concrete Restoration Contractor** shall provide labor and equipment to patch concrete on grade and in parking structure, including drill ports and inject concrete cracks, repair expansion joints, clean concrete, repair deck coating and paint striping.
TBE Goal: 25%
Residency Requirement: 50%
Bond Requirement: \$50,000
- Contract 10:** **Tennis Court Repair Contractor** shall provide labor, equipment, and materials for repairing, resurfacing and marking tennis courts and, when requested by Owner, shall list a minimum of 10 tennis court resurfacing projects successfully completed. Pavement seal coat shall not contain coal tar based material or material with high concentrations of polycyclic aromatic hydrocarbons (PAHs).
TBE Goal: 0%
Residency Requirement: 50%

Bond Requirement: \$50,000

- Contract 11:** **Carpet and Flooring Contractor** shall provide labor and equipment to install carpet and resilient flooring.
TBE Goal: 25%
Residency Requirement: 50%
Bond Requirement: \$50,000
- Contract 12:** **Roofing Contractor** shall provide labor and equipment to install and maintain built-up and single-ply roofs, roof membranes, and related sheet metal work.
TBE Goal: 25%
Residency Requirement: 50%
Bond Requirement: \$100,000
- Contract 13:** **Metal Fabrication Contractor** shall provide equipment and labor including certified welders to install and repair metal fabrications, recognize, and weld different types of steel, aluminum, and stainless steel, and brazing of non-ferrous metals.
TBE Goal: 25%
Residency Requirement: 50%
Bond Requirement: \$100,000
- Contract 14:** **Standard Landscaping Contractor** shall provide labor and equipment to install and maintain lawns, plants, trees, shrubs, and ground cover. Owner will retain 15 percent of money due until next planting season to guarantee growth.
TBE Goal: 25%
Residency Requirement: 50%
Bond Requirement: \$30,000
- Contract 15:** **Native Plants Landscaping Contractor** shall provide labor and equipment to install and maintain natives. Owner will retain 15 percent of money due until next planting season to guarantee growth. This may also include green infrastructure maintenance such as rain garden, bioswales, etc. Measure native plugs by the square yard. Includes all labor, material, equipment, and supervision required for completion of native plugs including soil preparation, sowing of plugs, installation of erosion control blanket, restoration of adjacent turf areas, mulching, installation of plugs, and watering until initial acceptance. Contractor to comply with Specification Sections found in Attachment A.
TBE Goal: 0%
Residency Requirement: 0%
Bond Requirement: \$30,000

- D. When requested by Owner, submit list of personnel with training or trade and credential, equipment owned, experience, previous similar Contracts including names and phone numbers and/or projects and persons to contact. Failure to submit information and/or documentation within 3 days after being requested, or the submission of incorrect information and/or documentation will be considered non-responsive and result in recommendation of rejection of bid, and if after award of Contract, termination of Contract.
1. Contractor personnel qualifications shall include that skilled trades either hold a Journeyworker or master credential in their labor classification or meet/exceed such requirements through verifiable employer documentation. Subcontractors providing Work of Contract shall provide employee staff that also meet the criteria set forth in the preceding sentence. Contractor and/or subcontractor shall submit proof that personnel have completed the specific labor trade apprenticeship training and instruction as outlined on the DWD Apprenticeship Standards website as follows:

https://dwd.wisconsin.gov/apprenticeship/construction_trades.htm or provide verifiable employer documentation of training and work experience that personnel meet/exceed a Journeyworker or master credential in a specific labor trade.

2. Contractor may use apprentices with the prior approval of Owner. Apprentice use shall follow DWD Bureau of Apprenticeship Standards prescribed ratio of apprentice to Journeyworker as noted on the DWD website as follows and listed at the end of the this summary section:

https://dwd.wisconsin.gov/apprenticeship/pdf/construction_trade_ratios.pdf

1.11 MATERIAL BY OWNER

- A. Owner may furnish materials for Time and Material Contractors to use, as directed.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Construction Trades - Ratios

Carpentry	1:1 (1 apprentice to 1 employer/journeyworker)	thereafter, 1 apprentice to 3 journeyworkers
Electrical	<p>Shop ratio: 1:1, then 2nd apprentice for 3-4 journeyworkers, then 2 more journeyworkers for each apprentice (between 5 and 12 journeyworkers), then 1 apprentice for each 2 journeyworkers</p> <p>Jobsite: no more apprentices than journeyworkers (1:1) 5th year apprentices may work alone on jobs for which they are trained and qualified; they are ratio neutral but not counted as journeyworkers.</p>	
Glazing	1:1	thereafter, 1 additional apprentice for each 3 journeyworkers
Heat & Frost Insulation	1:1	thereafter, 1 apprentice to 3 journeyworkers
Heavy Equipment Operator	1:1	thereafter, 1 additional apprentice for each 5 journeyworkers
Ironworker	1 apprentice for each 4 Structural and Reinforcing Ironworkers and 1:1 Ornamental Ironworker	
Construction Craft Laborer	<p>1 apprentice for 3 journeyworkers, 2 apprentices for 8 journeyworkers; 3 apprentices for 30 journeyworkers; thereafter, 1 apprentice to 10 additional journeyworkers</p> <p>Apprentices with 3000 hours are ratio neutral.</p>	
Masonry	1:1	thereafter, 1 apprentice to 1 journeyworker
Operating Engineer	1:1	thereafter, 1 apprentice to 6 journeyworkers
Painting/Decorating	1:1	thereafter, 1 apprentice to 3 journeyworkers
	4 th year apprentices may work alone after completion of all paid and unpaid related instruction.	
Plumbing	1:1 Master Plumber and licensed apprentices	<p>2 journeyworkers to 1 apprentice;</p> <p>3 journeyworkers to 2 apprentices;</p> <p>4 journeyworkers to 3 apprentices;</p> <p>5 or 6 journeyworkers to 4 apprentices;</p> <p>7, 8 or 9 journeyworkers to 5 apprentices;</p> <p>10 journeyworkers to 6 apprentices;</p>

Plumbing (cont'd)		thereafter, 1 apprentice to 2 journeyworkers
	4 th and 5 th year apprentices may work alone after completion of all paid and unpaid related instruction and they are ratio neutral	
Roofing	1:1 or 2 journeyworkers	thereafter, 1 apprentice to 2 journeyworkers
Sheet Metal	1:1	thereafter, 1 apprentice to 2 journeyworkers
	5 th year apprentices may work alone for jobs for which they are trained and competent. 5 th year apprentices are ratio neutral.	
Sprinklerfitting	1:1 licensed journeyworker	thereafter, 1 apprentice to 1 licensed journeyworker
	Apprentices in final 12 months, who are current in educational requirements, are ratio neutral	
Steamfitting	1:1	2 nd apprentice if 3 journeyworkers; 3 rd apprentice if 5 journeyworkers; 4 th apprentice if 7 journeyworkers

**SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Measurement and payment criteria and methods applicable to Work performed.
- B. Defect assessment and non-payment for rejected work.
- C. Schedule of values.
- D. Performance criteria.

1.2 RELATED SECTIONS

- A. Section 01 10 00 - Summary
- B. Section 01 30 00 - Administration Requirements

1.3 MEASUREMENTS

- A. Take measurements and compute quantities. Owner will verify measurements and quantities.
- B. Provide receipts, invoices, proof of cost, and other criteria when requested by Owner.
- C. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of Work.

1.4 PAYMENT

- A. Payment Includes: Full compensation for required labor, products, equipment, and incidentals; erection, application or installation of item of Work; percent markup as applicable.
- B. Final payment for Work will be made on basis of actual measurements and quantities accepted by Owner which are incorporated in or made necessary by Work.

1.5 DEFECT ASSESSMENT

- A. Replace Work or portions of Work not conforming to industry standards and Owner quality requirements.
- B. If, in the opinion of Owner, it is not practical to remove and replace defective Work, Owner will direct one of following:
 - 1. Defective Work will remain; price will be adjusted at discretion of Owner.
 - 2. Defective Work will be partially repaired to instructions of Owner; price will be adjusted at discretion of Owner.
- C. Authority of Owner to assess defect and identify payment adjustment is final.
- D. No payment will be made for replacing defective Work.

1.6 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.

3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond lines and levels of required Work.
5. Products remaining on hand after completion of Work.
6. Loading, hauling and disposing of rejected Products.

1.7 PERFORMANCE

- A. Contracts and its projects will be Labor and Material Force Account (Time and Material).
 1. Owner will request Contractor to submit a quotation for work for a Not-to-Exceed amount. Requested Quotations shall include complete cost breakdown of labor, hours and rates, materials and costs, subcontracts, equipment, other costs, starting date and completion date for Owner's approval. Quotations are not reimbursable. Quotations shall be effective and open for acceptance for a period of 30 days after date received by Owner.
 2. When requested, complete "Quote Request" form with complete breakdown of costs, time, subcontractors, TBE %, and residency %. Breakdown shall include subcontractor hours and costs as well as Prime hours and costs.
 3. When approved, Owner will provide AIA A221 Work Order.
- B. Once Quote is approved, start requested Work by Owner within 48 hours of request, unless directed otherwise. Emergency work responses and approved requested Work shall begin within 4 hours of request as indicated in Section 01100, article 1.9. Failure to expedite required quotations and perform Work responses as noted above shall be cause to terminate Contract.
- C. Contractor's employees shall be required to report in and check out as directed by Owner. Payments will be based on hours recorded on job between reporting in and check out time.

1.8 SCHEDULE OF VALUES

- A. Submit an itemized list of materials, labor, equipment, subcontracts and other items, including costs, rates, units, and amounts.
- B. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of Work. See "Quote Request" form included.

1.9 TIME SHEETS

- A. Submit time sheet records in duplicate for Owner's Representative signature at end of each workday. Sample forms are enclosed. Include the following complete information or time sheets will be rejected.
 1. Name of Contractor
 2. Date
 3. Location of work and Project
 4. Project number (if available)
 5. Job Description
 6. Names of employees, job classification, hours worked.
- B. Incomplete time sheets will not be signed. If incomplete time sheets are signed, submit a properly completed time sheet with application for payment or payment will be rejected until properly completed.
- C. Daily time sheets will be signed by Owner's designee, unless Owner waives daily signing. Submit 1 time sheet to Owner's designee with Payment Request. Owner's signing of time sheet is not an approval for extra compensation.

1.10 PAYMENT REQUEST

- A. Include Time and Material Records, invoices, receipts, time sheets, payroll reports, and proof of costs with requests for payment. No payment will be made until Time and Material Records, invoices, receipt, time sheets, and proof of costs required are properly submitted.
- B. Payment for work performed will be made upon submission of invoices and itemized statement of cost detailed as follows:
 - 1. Contractor and date.
 - 2. Project Number (if available) and Job Description.
 - 3. Dates included in Application for Payment.
 - 4. Employee's name, Labor Classification, rate, hours worked, and dates.
 - 5. Quantities and description of materials, prices, and total cost, including invoices.
 - 6. Copy of signed time sheets.
 - 7. Note Subcontractors separately.
 - 8. Note TBE participation separately.
 - 9. Equipment description (when required), use, time, rate, and invoice.
 - 10. Payment Application Payroll Report.
- C. A sample of Time and Material Records for labor, material, subcontractors, and equipment is herein included; submit with each application for payment.
- D. Request for payment shall be supported by invoices for material, equipment, other items used. If item is not specifically purchased for project, but taken from Contractor's stock, include a statement certifying that such material was taken from stock, quantity used, and price representing actual cost to Contractor. A copy of stock purchase invoice may serve as proof of Contractor's cost.
- E. Payment shall be made for each work order or project upon receiving proper application for payment. Contractor shall invoice Owner within 45 days after project completion. Contractor shall complete LCP Tracker certified payroll and B2G Now transactions. Failure to expedite project invoicing as noted above will delay the Owner's ability to release residual funds. Recurring failure shall be cause to terminate contract at the Owner's discretion.

PART 2 PRODUCTS

2.1 LABOR COSTS

- A. Reimbursable Wages for Labor:
 - 1. On-site workers, skilled and unskilled as outlined in Section 01100 - Summary. Use of Foreman requires prior written approval of Owner before payment will be made.
 - 2. Off-site workers, skilled and unskilled, employed directly on work of project. Use of off-site workers requires prior written approval of Owner before payment will be made.
 - 3. Apprentices and Helpers shall be paid at their scheduled wage rate. Use of apprentices requires prior written approval of Owner. Apprentice use shall follow DWD Bureau of Apprenticeship Standards prescribed ratio of apprentice to Journeyworker as noted on the DWD website and listed at the end of Section 01100 - Summary.
 - 4. Labor reimbursement shall be as listed on the Labor Time and Material Record Form.
- B. If rates are increased during year, higher or increased amount will be paid with prior approval of Owner.
- C. If Contractor uses persons with classification not listed in on the DWD website, Owner's prior written approval of wages and use of persons is required.

- D. Non-Reimbursable Costs or Wages:
 - 1. Safety inspections, preventive maintenance, and repair of Contractor's machinery, equipment and tools.
 - 2. Salaried personnel, principals of firms, superintendents, timekeepers, estimators, expeditors, secretarial staff, typists, payroll staff, office personnel, engineers, architects, designers, etc.
 - 3. Employees sent to project and no work is performed or employees not able to perform required work.
- E. Irregular hours and weekend and holidays work hours will be compensated at the approved hourly rate times percent bid with Owner's prior approval. Overtime premium pay does not include fringe benefits.

2.2 MATERIAL COSTS

- A. Materials Reimbursable:
 - 1. Materials incorporated in project, on presentation of invoices and receipts, at cost times material percent markup. Sales tax may be added, if applicable, but percent markup shall not apply to sales tax.
 - 2. If materials are taken from stock, submit receipts and invoices of stock items and unit prices.
- B. Materials Reimbursable at Cost:
 - 1. Expendable materials and supplies consumed in performance of Work, at cost. Deduct salvage value at conclusion of Work of items not used and items used, but not consumed, which remain property of Contractor, such as concrete forms.

2.3 SUBCONTRACTOR

- A. Assignment or performance of any portion of work by subcontractor shall have prior written approval of Owner.
- B. Contractor shall furnish Owner with complete breakdown of subcontractor costs before employing subcontractor. Breakdown shall detail labor, equipment, and materials as required and approved by Owner. Required cost breakdown shall include, but is not limited to, the requirements detailed in Article 2.1 - Labor Costs and Article 2.2 - Material Costs as noted above, along with all other items outlined in Section 01200 - Price and Payment Procedures, as applicable to the Quote Request.
- C. Subcontractor: Cost of services by others such as Subcontractors and Sub-subcontractors required in performance of Work will be paid on presentation of invoices or receipts, at wage rates submitted on proposal. Material suppliers that do not have on-site labor to install a product or materials shall be paid as specified under Article 2.2, Material Costs.

2.4 CHARGES REIMBURSABLE AT COST

- A. Charges for rubbish removal, storage equipment (such as dumpsters), transportation, and disposal fee.
- B. Rental equipment and special machinery, such as backhoe, crane, bulldozer, elevator hoists, trenching machine, coring machine, concrete breakers, trucks used for hauling earth for an excavation or backfill, and other such equipment shall have prior approval. If Contractor owns equipment, payment will be at rental rate as approved. Rental or owned equipment used will be paid on basis of lower of daily, weekly, or monthly rate depending on usage. If equipment is not used for a period of time or no longer required, payment for equipment shall terminate and extended costs shall be responsibility of Contractor. "Down Time" on equipment and special machinery shall not be reimbursable.

1. Owned or rented equipment rental rates shall be competitive for Milwaukee area and subject to verification as requested and approved by Owner. Rates at cost apply to Subcontractors.
 2. If agreement cannot be reached on equipment rates, rates shall not exceed rental rates contained in Wisconsin Department of Transportation (DOT) Equipment rates, published by Wisconsin DOT. Rental rates in effect on January of each year will be used throughout term of Contract. Rates will be adjusted for regional differences.
 3. When Owner requests equipment to "stand-by" and remain on site for later use, only one-half of rate will be paid for "stand-by" period.
 4. Equipment rate will apply to travel time for self powered equipment; when equipment is transported, transporting vehicle rate only will be paid. Equipment Mobilization/Demobilization travel time is actual time of move as monitored by Owner, but not to exceed 2 hours total.
 5. Equipment having a replacement value of \$1,000 or less will be considered "small tools" and no allowance will be made for use.
 6. Submit equipment name, model number, year, capacity, horsepower, and other data verifying rates.
 7. Equipment rates not listed in Wisconsin DOT Equipment Rates must have Owner approval before use to receive compensation.
- C. Permits and fees with receipt. Work related deposits lost for causes other than Contractor's negligence.
- D. Losses sustained by Contractor, not compensated by insurance, in connection with Work and not due to workmanship, fault or neglect of Contractor, including settlements made with written consent and approval of Owner. If such loss requires reconstruction and Contractor is placed in charge of Work, pay for services shall be on basis of original agreement.
- E. Costs incurred due to emergency affecting safety of persons and property.
- F. Other costs incurred in performance of work of and to extent approved in advance by Owner in writing.
- G. Following costs shall **not be reimbursable** without written approval of Owner and then reimbursement shall be at cost:
1. Disposable safety and protective clothing and equipment.
 2. Scaffolding, swing stage, chutes, ramps, etc.
 3. Trucking necessary for delivery of large quantities of material required for work, as piping, lumber, sand and gravel, etc. and earth removal. With approval, truck as agreed upon and driver at same rate as specified under Article 2.1--Labor Costs. Reimbursement will be made only for time that truck is in use for project.
No reimbursement for parked trucks.
 4. Use of service vehicle must have prior written approval of Owner before reimbursement can be made. **Approval for 1 time shall not be construed to mean blanket approval.** Limit service vehicle usage to emergency calls only; pay will be, with prior written approval, for not over two hours at a pre-fixed or competitive rate. If service vehicle is approved, payment will be for vehicle only.
 - a. Service vehicles shall have parts, tools, equipment, materials and items required for service and work to meet requirements for written approval and compensation.

2.5 NOT REIMBURSABLE

- A. Maintenance, repair, and inspection of machinery, equipment, and tools, including daily greasing, fueling and preparation of construction equipment and machinery.
- B. Worker's and Contractor's small power tools, hand tools, and their parts, such as saws, drills, hammers, sanders, trowels, staplers, grinders, cutters, routers, shears, polishers, wrenches,

planes, etc., and worker's and Contractor's tools, such as levels and transits, lights, cords, shovels, ladders, wheelbarrows, hoses, etc., and normal complement of tools required for workers to perform work.

1. Tools and equipment having a replacement value of \$1,000 or less are not reimbursable.

- C. Office expenses, including but not limited to, telephone service, postage, secretarial and office supplies, and cost required to operate and maintain Contractor's principal or branch offices.
- D. Trucking and transportation for personnel, tools, and small materials.
- E. Travel, meals, and lodging expenses of Contractor's personnel.
- F. Expense of Contractor's principal and branch offices other than field office. Contractor's capital expenses, including interest on Contractor's capital employment for the Work. Field Office requires Owner's written approval.
- G. Costs due to negligence of Contractor, Subcontractor, persons directly or indirectly employed by them, or for whose acts they are liable, including but not limited to, correction of defective and non-conforming work, disposal of materials and equipment wrongly supplied, making good damage to property, warranties and correction of work.
- H. Costs due to meetings, estimates and quotations, reports, submittals, schedules, shop drawings, reviews, Contractors inspections.
- I. Costs in excess of Contract Rates, unless adjusted by and approved in advance by Owner in writing.
- J. Safety equipment and apparel such as hard hats, special shoes, eye protection, gloves, aprons, guards and other items required to protect persons and property.
- K. Cost of fuel used in machinery, equipment, trucks, service vehicles, etc., unless approved in advance by Owner in writing for each project.

PART 3 EXECUTION - Not used

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project Management and Coordination.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction Progress Documentation.

1.2 RELATED SECTIONS

- A. Section 01 10 00 - Summary

1.3 COORDINATION

- A. Coordinate scheduling, submittals, and Work of various Contractors to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various trades having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

1.4 PERFORMANCE

- A. Projects will be assigned to Contractors by Owner's Project or Purchase Order.
- B. Start Projects when requested, and expedite to required completion time. Delays in starting or completion time without justification shall be cause to terminate Contract and/or deduct liquidated damages.

1.5 PRECONSTRUCTION MEETING

- A. Prior to starting annual Contracts Owner will schedule a pre-construction meeting. No compensation will be paid for pre-construction meeting.
- B. Attendance Required: Contractor.
- C. Agenda:
 - 1. Distribution of Contract Documents and wage rate forms.
 - 2. Designation of personnel representing parties in Contract.
 - 3. Use of premises by Owner and Contractor parking.
 - 4. Procedures for starting and completing Time and Material projects, wage rates, scheduling, proposal requests, and applying for payments.
 - 5. Owner's requirements and continued occupancy.

6. Construction facilities and controls provided by Owner.
7. Temporary utilities provided by Owner.
8. Security and housekeeping procedures.
9. Schedules, work conditions, administration of Projects.

D. Minutes will be recorded and copies distributed to participants and those affected by decisions made.

1.6 PROGRESS MEETINGS

A. Owner will schedule and administer meetings throughout progress of Work. Progress meetings are not reimbursable.

B. Attendance Required: Job superintendent, Subcontractors, and Owner as appropriate to agenda topics.

C. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Coordination of projected progress.
6. Maintenance of quality and work standards.
7. Other business relating to Work.

D. Owner will record minutes and distribute copies to participants and those affected by decisions made.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

**SECTION 01 33 00
SUBMITTAL PROCEDURES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Progress schedules.
- C. Products list.
- D. Product Data.
- E. Shop Drawings.
- F. Samples.
- G. Design data.
- H. Certificates.
- I. Manufacturer's instructions.
- J. Erection drawings.
- K. Construction photographs.

1.2 RELATED SECTIONS

- A. Section 01 70 00 – Execution Requirements

1.3 COMPENSATION FOR SUBMITTALS

- A. Include cost for submittals in labor and material percents stated on bid form for the following: progress schedule, products list, product data, samples, certificates, manufacturer's instructions, and construction photographs.
- B. Include compensation for Shop Drawings, design data, and erection drawings in percentages bid, unless Owner gives written approval to a pre-established fixed cost. Owner approval would require extensive and comprehensive drawings and data, and approval for 1 project or purchase order shall not be considered blanket approval.

1.4 SUBMITTAL PROCEDURES

- A. Transmit submittals as directed.
- B. Identify Project, Contractor, Subcontractor, or supplier.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of Work.
- D. Schedule submittals to expedite Project, and deliver to Owner. Coordinate submission of related items.
- E. Provide space for Contractor and Owner review stamps.

1.5 PROGRESS SCHEDULES

- A. Submit progress schedule for each Project when requested by Owner. Progress schedule is not reimbursable.
- B. Submit a horizontal bar chart with separate line for each portion of Work, identifying first work day of each week.

1.6 PRODUCTS LIST

- A. When requested by Owner, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

1.7 PRODUCT DATA

- A. For Review: Submit to Owner for review for limited purpose of checking for conformance with information given.
- B. For Information: Submit for Owner's knowledge as Contract Administrator.
- C. For Project Close-out: Submit for Owner's benefit.
- D. Mark each copy to identify applicable products, models, and other data. Supplement manufacturers' data to provide information specific to this Project.

1.8 SHOP DRAWINGS

- A. Submit to Owner for review for limited purpose of checking for conformance with information given and design concept.
- B. Submit number of opaque reproductions which Contractor requires, plus two copies which will be retained by Owner.

1.9 SAMPLES

- A. Samples For Selection:
 - 1. Submit to Owner for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Owner selection.
- B. Submit samples to illustrate functional and aesthetic characteristics of Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- C. Include identification on each sample, with Project information.

1.10 DESIGN DATA

- A. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Project.

1.11 CERTIFICATES

- A. When requested by Owner, submit certification by manufacturer, installation/application subcontractor, or Contractor in quantities sufficient for Owner to retain 2 copies.

- B. Indicate that material or Product conforms to or exceeds requirements. Submit supporting data, affidavits, and certifications.
- C. Certificates may be recent or previous test results on material or Product acceptable to Owner.

1.12 MANUFACTURER'S INSTRUCTIONS

- A. When requested, submit two printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing to Owner.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.13 ERECTION DRAWINGS

- A. Submit drawings for benefit of Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Owner.

1.14 CONSTRUCTION PHOTOGRAPHS

- A. Construction photographs will not be required.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

Not Used. Please see Sample Submittal Form on next page for use if required.

END OF SECTION

**SECTION 01 33 00
TIME AND MATERIAL SUBMITTALS**

PROJECT: _____

GENERAL CONTRACTOR: _____

SUBMITTAL DESCRIPTION	DATE SUB'D	DATE RET'D	O & M INCL.	COMMENTS

SUBMIT WITH SUBMITTALS. COMPLETE COLUMNS 1 (SUBMITTAL DESCRIPTION) AND 2 (DATE SUBMITTED). OWNER WILL COMPLETE COLUMN 3 (DATE RETURNED), COLUMN 4 (INCLUDE IN O&M MANUAL IF REQUIRED) AND COLUMN 5.

**SECTION 01 35 13.13
SPECIAL PROJECT PROCEDURES OR AIRPORT FACILITIES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Airport safety and security for both (MKE) Milwaukee Mitchell International Airport, 5300 South Howell Avenue, Milwaukee, WI and (MWC) Lawrence J. Timmerman Airport, 9305 West Appleton Avenue, Milwaukee, WI.

1.2 RELATED SECTIONS

- A. Section 01 10 00 – Summary
- B. Section 01 50 00 – Temporary Facilities and Controls

1.3 REGULATIONS

- A. The operation of the airport is regulated by the Federal Aviation Administration and its rules and regulations governing safety shall be enforced. Contractors shall acquaint themselves with FAA Advisory Circular 150/5370-2 current edition Operational Safety On Airports During Construction and abide by operating rules and regulations and shall be responsible for enforcement of those rules and regulations concerning employees, subcontractors and material suppliers.
- B. Failure to observe Safety requirements will be reason to remove Contractors or Subcontractors or their personnel or material from the site.

1.4 GENERAL SAFETY

- A. The geographical form of open trenches, excavations and stockpiled material shall be outlined with low profile barricades with reflective alternating orange and white markings; flashing red lights; 12'x12' bright orange nylon flags.
- B. Hazardous areas, in which aircraft are not to enter, shall be indicated by use of low profile reflective barricades with alternating orange and white markings placed end to end with a designated gap for vehicle traffic. Barricades may need to be supplemented with orange flags at least 12 by 12 inches square and installed so that they are always in the extended position and properly oriented. The barricades will be supplemented with flashing red lights.
- C. Smoking on aircraft parking ramps or within the confines of a fuel storage area is prohibited.
- D. Welding or torch cutting operations require specific permission of the Airport Fire Department. When permitted, adequate fire suppression equipment must be available in close proximity to the job.
- E. Waste material shall not be permitted to accumulate and create a hazard for aircraft and associated ground support operations and shall be removed from the airport premises on a regular basis.
- F. Debris such as mud, stones, etc. which is inadvertently dropped within aircraft operating areas must be cleaned up immediately. Therefore, construction/repair projects that require motorized equipment to traverse the air operations area will require the contractor to have on site a pick-up broom type mechanical sweeper.
- G. Any utility serving the airport shall not be disconnected without prior approval from airport management.

- H. Runways or taxiways closed for extended periods of time must be marked in accordance with FAA Advisory Circular 150/5340-1 current edition, Standards for Airport Markings.
- I. Prior to the first day of work, each contractor, including subcontractors, shall provide a list to the Airport Operations Office of supervisory personnel who will be involved in the project. This list shall contain a 24 hour telephone number of those persons who should be called in the event of an emergency during evenings and weekends.

1.5 PERSONNEL SAFETY

- A. Contractor will advise their employees to remain within the limits of the designated work area and the routes to be used for access to and from the job site. Access routes to and from the job site will be determined by airport management.
- B. Contractor will be required to provide his/her employees with proper hearing and other safety protection devices as appropriate.

1.6 VEHICLE SAFETY

- A. No person shall operate a motorized vehicle on airport property without a valid state-issued Vehicle Operator's License.
- B. No vehicle shall be operated in a reckless or negligent manner.
- C. No person shall operate a motor vehicle under the influence of alcohol or narcotic drugs.
- D. No vehicle shall be operated which may be considered to be overloaded or carrying more passengers than the vehicle was designed to carry.
- E. No vehicle shall be operated on the airport that is constructed, equipped, or loaded in a manner considered dangerous to persons or property.
- F. No vehicle shall be operated on the airport with someone riding on the running board, or standing up in the open body of the vehicle.
- G. No vehicle shall be operated in excess of posted speed limits.
- H. All vehicles, when not in use, shall be parked in designated parking locations.
- I. No person shall operate motorized ground equipment on the Air Operations Area (AOA) of the airport without an airport-issued driver's endorsement unless they are escorted (physically or visually) by an authorized person.
- J. The operation of motorized vehicles on the Air Operations Area shall be in accordance with the Airport Operations IET system for driving in the non-movement areas of the Airport.
- K. All vehicles operating on the Air Operations Area shall display a three (3) foot by three (3) foot flag consisting of alternating international orange and white squares of not less than one (1) foot on each side. The flag shall be displayed in full view at the highest point on the vehicle. An amber flashing light affixed to the top of the vehicle may be used in lieu of a flag.
- L. Vehicles and equipment parked on or near an air operations area during hours of darkness or restricted visibility shall be outlined through the use of low profile reflective barricades with flashing red lights.

- M. When parking adjacent to an active runway, all vehicles and equipment must be parked parallel to the runway and at least 125 feet outside of the runway lights.
- N. Whenever vehicles are required to cross or operate on the movement area (runways and taxiways) effective control procedures shall be established prior to the first day of work. No vehicle will be permitted to cross or operate on an open runway without specific permission obtained through two-way radio communications with the Control Tower. Vehicle control requirements and procedures will be discussed at the preconstruction meeting.
- O. All non-radio vehicles that require access to the movement area of the airport must be escorted by a person specifically designated by airport management.
- P. Cranes and other high profile construction equipment shall be reduced to their lowest profile when not in use.

1.7 AIRPORT SECURITY

A. Contractor should assume the following fees for badging estimation purposes:

New applications - \$75.00 (Includes badge, issued or not)
 New fingerprints - \$25.00
 Total = \$100.00

Renewal applications - \$25.00
 Renewal fingerprints - \$25.00
 Total = \$50.00

Fees to replace Lost, Stolen*, or Destroyed ID's:

1st - \$75.00
 2nd - \$125.00
 3rd - \$200.00

*Stolen ID's, accompanied by a valid police report will incur a \$25.00 charge for the 1st ID, \$50.00 charge for the 2nd ID, \$100.00 charge for the 3rd ID.

Not Returned ID Fee (may be assessed against the company or the individual, and is refundable if turned in):

1st - \$100.00
 2nd - \$150.00
 3rd and subsequent - \$200.00

- B. These fees are cumulative for a company. For example, company X has three employees that do not return ID's, the fees would total \$450.00, for each additional ID Not Returned after that it would be \$200.00 each. If company X has a total of nine not returned ID's the total would be \$1650.00. However, if 4 of those ID's were returned, a credit of \$800.00 would be processed. If all the ID's are returned, then a complete refund would be due, and the next Not Returned ID would incur a \$100.00 fee, etc.
- C. If an individual returns the ID, a credit would be processed against their credit card, if that is how it was paid for initially, or by a check payable to them in about 4 weeks from the date of return.

1.8 GENERAL SECURITY

- A. The operation of the airport is regulated by the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA). The security rules and regulations established by these agencies shall be enforced. Contractors shall acquaint themselves with these rules and regulations and will be held accountable to ensure that all employees, subcontractors, and material suppliers abide by them.
- B. The FAA and TSA have established civil penalty policies whereby monetary penalties may be assessed against individuals, companies, airlines, airports, or any combination thereof. These penalties range from \$1,000.00 to \$25,000.00 per violation. Any penalties assessed against General Mitchell International Airport by the FAA or the TSA as a result of negligence, or failure to adhere to established policies or procedures on the part of a contractor, subcontractor, material supplier or their employees, will be assessed to the prime contractor.
- C. Failure to adhere to security rules and regulations will be reason to remove contractors or subcontractors or their personnel or material from the site.
- D. All vehicles and personnel are subject to search at any time.**

1.9 REGULATIONS

- A. 49 Code of Federal Regulations (CFR) 1542 is the governing regulation that requires each airport operator to establish and maintain, in writing, a security program that addresses, among other things, the conduct of required background checks and the establishment of an identification and access control system. This regulation further requires that a training program be established, and that everyone that applies for an airport issued identification/access media badge be trained in certain airport security procedures. General Mitchell International Airport accomplishes this by requiring everyone to view a security training video and pass a written test. This information is provided in English only and, if needed, special arrangements must be made with the Airport Badging Office (747-4537) to have an interpreter present to assist in the administration of this requirement.
- B. 49 CFR 1520 establishes the requirement to safeguard information obtained as a result of this training. The information that is provided is considered Sensitive Security Information (SSI) and is therefore only to be discussed with persons that have a "need to know." Additional federal penalties can be assessed against personnel for the unauthorized disclosure of this information.
- C. Milwaukee County Ordinance 4.02(8)(c)(8) states: "Airport-issued Personnel Identification Badges are the property of the County. They must be returned to the Airport upon Revocation, Suspension, ending employment at the Airport or upon demand of the County." **Failure to return Identification badges may delay or impact the final payment of the contract.**

1.10 BADGING PROCEDURES

- A. All companies that conduct business at General Mitchell International Airport must have a Business Information Supplement (BIS) form on file with the airport. This form can be obtained from the Airport Badging Office (Monday – Friday, 8:00 a.m. to 4:30 p.m., excluding holidays). This form must be completed by the company and returned to the Airport Badging Office for further processing. This process can take 7 business days or more to complete. This form must be completed for all projects, unless there is a break of 90 days or less between projects.
- B. All companies conducting business in any security area of the airport, as defined in the Airport Security Program (ASP) - except as noted in paragraphs H. and I. below -are required to obtain

an airport issued identification/access media badge, hereinafter referred to as badge, for **each** of their employees. To obtain a badge for each employee, the employer must complete a Security Identification Display Area (SIDA) Letter of Certification. This form can be obtained from the Airport Badging Office, during the same days and hours as previously noted. This form must be completed by an officer of the company that has responsibility for ensuring that the procedures on the form can and will be adhered to. This person can then appoint other personnel in the organization to be authorized signers for airport badge application forms.

- C. An authorized signer must complete an airport Badge application form and then successfully pass a fingerprint based Criminal History Records Check (CHRC) and a Security Threat Assessment (STA), and must sign and date an Authorized Signer training form before they can sign the application form for other employees to start the badging process.
- D. Criminal History Records Check (Fingerprinting)
 - 1. Complete a Criminal History Records Check form.
 - 2. Provide two forms of identification (these can be the same as the STA **OR** one must contain a photograph and one must be issued by a government agency. **Each applicant must do this in person.**
 - 3. Be fingerprinted.

NOTE: The actual time to complete this process should be less than 30 minutes, however, due to unanticipated volume this may take more time. This information is submitted to the TSA immediately. The fingerprint results should be received within 24 hours. When the results are received, if the results are not favorable, the employee will be notified to come and see the Airport Security Coordinator (ASC) or an Assistant ASC, so that the individual receives information on their rights. The employee cannot schedule any additional training until after notification in regard to the STA.

- E. Security Threat Assessment (STA) procedure for each individual consists of the following
 - 1. Complete a General Mitchell International Airport I.D. Badge Application form.
 - 2. Provide two forms of identification as indicated in the *List of Acceptable Documents. Only one item from List A **OR** one item from List B **AND** one item from List C at the time that the application is turned in to the Airport Badging Office. **Each applicant must do this in person.**
 - 3. Sign and date a Privacy Act Notice form.

* - This list is subject to change without notice. The most recent Form I-9 List will be used.

NOTE: The actual time for the employee to complete these items should be less than 30 minutes, however, due to unanticipated volume this may take more time. The STA information is entered in the airport computer database and is sent to the Transportation Security Clearinghouse (TSC) for processing. The results should be received within 72 hours. When the results are received, if they are favorable, the employer will be notified to have the employee call or go online to schedule testing for the Security Video **and/or** Non-Movement Area Driver's Training or the Movement Area Driver's Training as appropriate. If the results are not favorable, the TSA will contact the individual and instruct them on how to proceed. The Airport Badging Office may not be permitted to discuss the results with the employer. There is **no fee** for this process.

- F. Security Video **and/or** Driver's Training Video (if applicable)
 - 1. The Security Video is **mandatory** for **all** badged personnel.

2. The Non-Movement Area Driver's Training Video is required only if duties require driving on the areas of the airport that do not cross taxiways and/or runways.

NOTE: Scheduling for these training sessions **must** be done by calling the Airport Badging office at 414-747-4537 or online (internet address will be provided as it becomes available). The actual time to complete the Security Video should be 60 minutes. The actual time to complete the Non-Movement Area Driver's Training video should be 90 minutes. There is **no fee** for this process.

G. Badge Renewal

1. Badge renewal is required **prior** to the expiration date of the badge.
2. At each Badge Renewal, a new CHRC will be completed.
3. Failure to complete a badge renewal prior to the expiration date will result in a new application and a charge.
4. Badge Renewal also requires training on the topics for the level of badge that is being renewed and the associated times in the table below.

H. Perimeter Security – Zone 1 (Terminal area)

1. For personnel that do not have unescorted access authority (badged) to enter into the airport perimeter through a security checkpoint, i.e. one-time material delivery drivers, concrete delivery drivers, dump truck driver's, and vehicle drivers that work on daily terms, even when they are under the escort of someone that does have unescorted access, must provide a valid (unexpired) photographic identification, issued by a government authority, (driver's license, passport, military ID, etc.) and obtain a Visitor's badge. This badge must be returned to the point of entry or accounted for by another checkpoint.
2. All vehicles must be prominently marked with the name of the company, either stenciled/painted on or by a magnetic sign. This marking must be on both sides of the vehicle, preferably on the front cab doors, in letters large enough to read from twenty (20) feet away, approximately three (3) inches high. For company vehicles that are not on the authorized access list a vehicle placard will be issued. This placard must be returned to the point of entry or accounted for by another checkpoint.

NOTE: The time needed for the necessary checks of personnel/vehicles to enter this area can be as much as fifteen (15) minutes. There is **no fee** for this process.

I. Perimeter Security – Zones 2-9 (All areas Except Zone 1 inside the perimeter fence)

1. For personnel that do not have unescorted access authority (badged) to enter into the airport perimeter through a vehicle access point, i.e. one-time material delivery drivers, concrete delivery drivers, dump truck drivers, and vehicle drivers that work on daily terms, must be escorted by someone that does have unescorted access authority.
2. All vehicles must be prominently marked with the name of the company, either stenciled/painted on or by a magnetic sign. This marking must be on both sides of the vehicle, preferably on the front cab doors, in letters large enough to read from twenty (20) feet away, approximately three (3) inches high.

NOTE (H & I): At the Airport's discretion, visual escort by qualified personnel may substitute for physical escort. Qualified personnel shall be Airport Contract Security provider; Airside or Landside Operations; Airport Maintenance; Airport Sheriff's Department; or Airport Public Safety & Security. This provision will be determined at or before the Pre-con meeting.

Table of Estimated Times for Security Items

Activity	Estimated time in person	Estimated time to completion
MKE Company Registration Information & Authorization	30 minutes	7 days
MKE Authorized Signatory Designation form	30 minutes	3 to 5 days (dependent upon authorized signers STA and CHRC results)
Authorized Signer Training	15 minutes	15 minutes
Criminal History Records Check	30 minutes	1 day
Security Threat Assessment (STA)	30 minutes	3 days
Security Video	60 minutes)
Driver's Training Video (if applicable)	90 minutes	
Total time to receive a Badge = 3 to 7 business days (estimated)		

List of Acceptable Documents

List A	OR	List B	AND	List C
<p style="text-align: center;">Documents that Establish Both Identity and Employment Eligibility</p> <ol style="list-style-type: none"> 1. U.S. Passport (unexpired or expired) 2. Certificate of U.S. Citizenship (USCIS Form N-560 or N-561) 3. Certificate of Naturalization (USCIS Form N-550 or N-570) 4. Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization 5. Permanent Resident Card or Alien Registration Receipt Card with photograph (USCIS Form I-151 or I-551) 6. Unexpired Temporary Resident Card (USCIS Form I-688) 7. Unexpired Employment Authorization Card (USCIS Form I-688A) 8. Unexpired Reentry Permit (USCIS Form I-327) 9. Unexpired Refugee Travel Document (USCIS Form I-571) 10. Unexpired Employment Authorization Document issued by USCIS that contains a photograph 		<p style="text-align: center;">Documents that Establish Identity</p> <ol style="list-style-type: none"> 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 2. ID card issued by Federal, State, or local government agency or entity provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority <p style="text-align: center;">For persons under the age of 18 who are unable to present a document listed above</p> <ol style="list-style-type: none"> 1. School record or report card 2. Clinic, doctor, or hospital record 3. Day-care or nursery school record 		<p style="text-align: center;">Documents that Establish Employment Eligibility</p> <ol style="list-style-type: none"> 1. Social Security card issued by the Social Security Administration (other than a card stating it is not valid for employment) 2. Certification of Birth Abroad Issued by the Department of State (Form FS-545 or Form DS-1350) 3. Original or certified copy of a birth certificate issued by a State, county, municipal authority, or outlying possession of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (USCIS Form I-197) 6. ID Card for use of Resident Citizen in the United States (USCIS Form I-179) 7. Unexpired employment authorization document issued by USCIS (other than those listed under List A)

NOTE: The applicant can present one item from Column A, OR, if they do not have an item from Column A, they must present one item from Column B AND one item from Column

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION

SECTION 01 35 46
TEMPORARY INDOOR AIR QUALITY CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Construction indoor air quality (IAQ) management plan.
 - a. Control of emissions during construction.
 - b. Moisture control during construction.
 - 2. HVAC air filters.
 - 3. Building flush-out.
- B. Related Sections:
 - 1. Section 01 30 00 - Administrative Requirements.
 - 2. Section 01 33 00 - Submittal Procedures.
 - 3. Section 01 40 00 - Quality Requirements.
 - 4. Section 01 50 00 - Temporary Facilities and Controls.

1.2 REFERENCES

- A. American Society of Heating, Refrigerating & Air Conditioning Engineers.
 - 1. ASHRAE 52.2 - Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.
- B. Sheet Metal and Air Conditioning National Contractors Association.
 - 1. SMACNA IAQ - Guideline for Occupied Buildings under Construction, Chapter 3: Control Measures.
- C. US Environmental Protection Agency:
 - 1. EPA 600-4-90-010 - Compendium of Methods for the Determination of Air Pollutants in Indoor Air.

1.3 DEFINITIONS

- A. Definitions pertaining to sustainable development: As defined in ASTM E2114.
- B. Adequate ventilation: Ventilation, including air circulation and air changes, required to cure materials, dissipate humidity, and prevent accumulation of particulates, dust, fumes, vapors, or gases.
- C. Hazardous Materials: Any material that is regulated as a hazardous material in accordance with 49 CFR 173, requires a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200, or which during end use, treatment, handling, storage, transportation or disposal meets or has components which meet or have the potential to meet the definition of a Hazardous Waste in accordance with 40 CFR 261. Throughout this specification, hazardous material includes hazardous chemicals.
 - 1. Hazardous materials include: pesticides, biocides, and carcinogens as listed by recognized authorities, such as the Environmental Protection Agency (EPA) and the International Agency for Research on Cancer (IARC).
- D. Indoor Air Quality (IAQ): The composition and characteristics of the air in an enclosed space that affect the occupants of that space. The indoor air quality of a space refers to the relative quality of air in a building with respect to contaminants and hazards and is determined by the level of indoor air pollution and other characteristics of the air, including those that impact thermal comfort such as air temperature, relative humidity and air speed.

- E. Interior final finishes: Materials and products that will be exposed at interior, occupied spaces; including flooring, wallcovering, finish carpentry, and ceilings.
- F. Packaged dry products: Materials and products that are installed in dry form and are delivered to the site in manufacturer's packaging; including carpets, resilient flooring, ceiling tiles, and insulation.
- G. Wet products: Materials and products installed in wet form, including paints, sealants, adhesives, special coatings, and other materials which require curing.

1.4 PLAN REQUIREMENTS

- A. After award of Contract and prior to the commencement of the Work, schedule and conduct meeting with Owner and Architect to discuss the proposed IAQ Management Plan and to develop mutual understanding relative to details of environmental protection.
- B. Develop and implement construction IAQ management plan in accordance with SMACNA IAQ Guidelines as approved by Architect.
- C. Intent:
 - 1. Prevent indoor air quality problems resulting from the construction and renovation process.
 - 2. Protect HVAC system during construction and renovation, control pollutant sources and interrupt contamination pathways.

1.5 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit description and performance data for filters, including MERV ratings.
- C. Construction Plan: Submit (not less than 3 days before the Pre-construction meeting) construction IAQ management plan describing methods and procedures for implementation and monitoring compliance.
 - 1. Approval of Contractor's Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations.

1.6 CONSTRUCTION IAQ MANAGEMENT PLAN

- A. Implement Construction IAQ Management Plan at start of construction.
- B. Review Construction IAQ management plan at pre-construction meeting and progress meetings specified in Section 01300.
- C. Distribute approved Construction IAQ Management Plan to subcontractors and others affected by Plan Requirements.
- D. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.
- E. Address the following requirements in construction IAQ management plan:
 - 1. Meet or exceed design approaches of SMACNA IAQ.
 - 2. Permitting adequate airing-out of new materials.
 - 3. Proper curing of concrete before covering.

4. Avoidance of building occupancy while construction related pollutants are present.
5. Smoking inside the building.
6. Dust control.
7. Debris removal.

1.7 SEQUENCING

- A. Section 01100 - Summary: Requirements for sequencing.
- B. Sequence material delivery and installation to avoid exposing insulation, carpeting, acoustical ceilings, gypsum board and other absorptive materials to contamination and moisture.
 1. Enclose building before storing and installing moisture sensitive products within building under construction.

PART 2 PRODUCTS

2.1 HVAC AIR FILTERS

- A. Return Filters: Filtration media rated for minimum efficiency reporting value (MERV) when tested in accordance with ASHRAE 52.2.
 1. Construction Return Filters: MERV of 8, minimum.
 2. Flush-Out Return Filters: MERV of 8, minimum.

PART 3 EXECUTION

3.1 IAQ MANAGEMENT - EMISSIONS CONTROL

- A. During construction operations, follow the recommendations in SMACNA IAQ Guidelines for Occupied Buildings under Construction.
- B. HVAC Protection:
 1. Seal return registers during construction operations.
 2. Provide temporary exhaust during construction operations
 3. To the greatest extent possible, isolate and/or shut down the return side of the HVAC system during construction. When ventilation system must be operational during construction activities, provide temporary filters.
- C. Source Control: Provide low and zero VOC materials as specified.
- D. Pathway Interruption: Isolate areas of work as necessary to prevent contamination of clean or occupied spaces. Provide pressure differentials and/or physical barriers to protect clean or occupied spaces.
- E. Housekeeping: During construction, maintain project and building products and systems to prevent contamination of building spaces.
- F. Temporary Ventilation: Provide an ACH (air changes per hour) of 1.5 or more and as follows:
 1. Provide minimum 48 hour pre-ventilation of packaged dry products prior to installation. Remove from packaging and ventilate in a secure, dry, well-ventilated space free from strong contaminant sources and residues. Provide a temperature range of 60 degrees F minimum to 90 degree F maximum continuously during the ventilation period. Do not ventilate within limits of Work unless otherwise approved by Architect.

2. Provide adequate ventilation during and after installation of interior wet products and interior final finishes.
 3. Provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 as determined by ASHRAE 52.2 during construction and during Owner occupancy. Coordinate with work of Division 23, Heating Ventilating and Air Conditioning (HVAC).
- G. Scheduling: Schedule construction operations involving wet products prior to packaged dry products to the greatest extent possible.
- H. Flush-Out: After construction ends, prior to occupancy and with all interior finishes installed, operate HVAC air system to supply minimum until 3,500 cf/sf floor area total outdoor air volume to spaces before occupancy is permitted.

3.2 IAQ MANAGEMENT - MOISTURE CONTROL

- A. Housekeeping:
1. Keep materials dry. Protect stored on-site and installed absorptive materials from moisture damage.
 2. Verify that installed materials and products are dry prior to sealing and weatherproofing the building envelope.
 3. Install interior absorptive materials only after building envelope is sealed and weatherproofed.
- B. Inspections: Document and report results of inspections; state whether or not inspections indicate satisfactory conditions.
1. Examine materials for dampness as they arrive. If acceptable to Architect/Owner, dry damp materials completely prior to installation; otherwise, reject materials that arrive damp.
 2. Examine materials for mold as they arrive and reject materials that arrive contaminated with mold.
 3. Inspect stored and installed absorptive materials regularly for dampness and mold growth. Inspect weekly and after each rain event.
 4. Where stored on-site or installed absorptive materials become wet, notify Architect /Owner. Inspect for damage. If acceptable to Architect/Owner, dry completely prior to closing in assemblies; otherwise, remove and replace with new materials.
 5. Site drainage: Verify that final grades of site work and landscaping drain surface water and ground water away from the building.
 6. Weather-proofing: Inspect moisture control materials as they are being installed. Include the following:
 - a. Air barrier: Verify air barrier is installed without punctures and/or other damage. Verify air barrier is sealed completely.
 - b. Flashing: Verify correct shingling of the flashing for roof, walls, windows, doors, and other penetrations.
 - c. Insulation layer: Verify insulation is installed without voids.
 7. Plumbing: Verify satisfactory pressure test of pipes and drains is performed before closing in and insulating lines.
- C. Schedule:
1. Schedule work such that absorptive materials, including but not limited to porous insulations, paper-faced gypsum board, ceiling tile, and finish flooring, are not installed until they can be protected from rain and construction-related water.
 2. Weather-proof as quickly as possible. Schedule installation of moisture-control materials, including but not limited to air barriers, flashing, exterior sealants and roofing, at the earliest possible time.

3.3 FILTER INSTALLATION AND REPLACEMENT

- A. Install construction return filter at each return grille before operating permanent air handlers during construction.
- B. Replace filters after completing construction and before conducting building flush-out.
 - 1. Replace construction return filters with flush-out return filters.
- C. Replace filters after completing construction and before occupancy.
 - 1. Replace construction return filters with permanent filters.

END OF SECTION

**SECTION 01 40 00
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Testing and inspection services.
- C. Examination.
- D. Preparation.

1.2 QUALITY ASSURANCE

- A. Perform work, employ subcontractors, and use material as directed by Owner or designate.
- B. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce quality work.
- C. Perform Work by persons qualified to produce required and specified quality.

1.3 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Comply with manufacturers' instructions, including each step in sequence.
- B. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner before proceeding.
- C. Comply with specified standards as minimum quality for Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Verify that field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- E. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Owner 48 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- C. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

- D. Testing, inspections and source quality control may occur on or off the project site. Perform off-site testing as required by Owner/Architect or designate.
 - 1. Imported soil and fill may require testing for contamination. These tests may include, but are not limited to, volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), and metals.
- E. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by Owner. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify that utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces before applying next material or substance.
- B. Seal cracks or openings of substrate before applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner before applying new material or substance in contact or bond.

END OF SECTION

**SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water, and sanitary facilities.
- B. Construction Facilities: Parking, progress cleaning, and project identification.
- C. Temporary Controls: Protection, barriers, security, water, dust, noise, erosion, and pollution control.

1.2 RELATED SECTIONS

- A. Section 01 35 46 - Temporary Indoor Air Quality Controls
- B. Section 01 70 00 - Execution Requirements Section
- C. Section 01 74 19 - Construction Waste Management and Disposal.

1.3 PERFORMANCE

- A. General: Establish and initiate use of temporary facilities when required for proper performance of Work. Terminate use and remove facilities at earliest reasonable time, when no longer needed, or at direction of Owner.
- B. Conditions of Use: Install, operate, maintain and protect temporary facilities in a manner and at locations which will be secure, safe, non-hazardous, sanitary, protective of persons and property, and free of deleterious effects.
- C. The types of temporary security and protection provisions required include, but are not limited to, fire protection, barricades, warning signs/lights, sidewalk bridges, environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at Work Site.

PART 2 PRODUCTS

2.1 ELECTRICITY

- A. Temporary electricity may be from existing 110-volt electrical service at locations as directed. Furnish own electrical cords and lights at no cost to Owner.
- B. Owner will pay cost of energy used from existing services. Exercise measures to conserve energy.

2.2 LIGHTING DURING CONSTRUCTION

- A. Provide and maintain lighting during construction operations. Supplement existing lighting as required. Existing building lighting shall not be disrupted during construction.

2.3 HEAT

- A. Utilize Owner's existing heat plant, extend and supplement with temporary heat devices as required to maintain conditions for construction operations.
- B. Owner will pay cost of energy used. Exercise measures to conserve energy.

2.4 VENTILATION

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

2.5 TELEPHONE SERVICE

- A. Do not use Owner's phones. Use existing public pay phones where available.

2.6 WATER SERVICE

- A. Water is available from Owner designated service where directed. Install and remove special fittings or connections as required for use of water. Prevent waste of water. Provide own hoses or pipes at no cost to Owner.
- B. Owner will pay cost of water used.

2.7 SANITARY FACILITIES

- A. Existing designated facilities may be used during construction operations. Maintain daily in clean and sanitary condition.

2.8 PARKING

- A. Parking areas are restricted on Owner's property. Contractor shall inform personnel and subcontractors and post notice on parking of vehicles. Owner will not pay parking costs.
- B. When site space is not adequate, provide additional off-site parking.
- C. Do not allow heavy vehicles or construction equipment in parking areas.

2.9 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- C. Remove waste materials, debris, and rubbish from site periodically and dispose off-site.
- D. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces prior to enclosing the space.
- E. Open free-fall chutes not permitted. Terminate closed chutes into appropriate containers with lids.

2.10 PROJECT IDENTIFICATION

- A. No individual advertising signs, plaques, or credits, temporary or permanent, will be permitted on buildings or about premises.

2.11 PROTECTION

- A. Provide, erect and maintain barricades, warning signs and guards as necessary for protection of material storage, drives, and adjoining property, public and building. Use caution to protect persons against injury resulting from job operations, movement of materials and standing equipment.
- B. Protect surrounding areas and materials when welding, flame cutting or other operations requiring use of flame, arcs, or sparking devices necessary in course of Work. Owner's approval is required before welding, flame cutting or arc or spark devices are used.

2.12 BARRIERS

- A. Provide barriers to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage and from construction operations.

2.13 PROTECTION OF INSTALLED WORK

- A. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- B. Protect finished floors and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects with durable sheet materials.

2.14 SECURITY

- A. Provide security and facilities to protect Work, existing facilities and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Guard will not be provided by Owner.
- C. Coordinate with Owner.

2.15 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

2.16 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

2.17 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise from and noise produced by construction operations.

2.18 EROSION AND SEDIMENT CONTROL

- A. Use Wisconsin Department of Natural Resources Construction Site Best Management Practices Handbook recommendations for controls of erosion and sediment. Erosion Control shall meet City ordinance and permit requirements along with following the controls as indicated on project documents including tracking pad, proper silt fencing, and inlet protection as required.

- B. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- C. Minimize surface area of bare soil exposed at one time.
- D. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow. Provide filter fabric fences for erosion control.
- E. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- F. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

2.19 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

2.20 PREVENT SPREAD OF INVASIVE SPECIES

- A. Contractor shall provide WDNR best management practices for preventing the spread of invasive species prior to receiving approval to transport equipment to the work site. One of the reviewers must be the Milwaukee County Parks Department staff if activities are performed on County parkland or adjacent to County parkland.
- B. Prior to moving tools and equipment onto and off of an activity area; scrape, brush or wash all soil and debris from exterior surfaces, to minimize the risk of transporting non-native and invasive plant material, pathogens, and invertebrates. Methods of cleaning include any one of or a combination of the following, but are not limited to: (use most effective method)
 1. Brush, broom, or other hand tools (used without water)
 2. Power washer
 3. Car washes
 4. High pressure air (some equipment may have air tank, leaf blower)
 5. Steam cleaning
 6. Portable wash station that contains runoff from washing equipment
- C. Containment and disposal must be in compliance with wastewater discharge regulations. More information can be found on the DNR website –<http://dnr.wi.gov> Keyword: “nondomestic wastewater”.
- D. If construction mats are used ensure they are free of invasives (particular consideration if using timber mats) before arriving on site and clean as with other equipment when moving. Properly treat or dispose of invasive species, or any materials that may harbor invasive species.
- E. Prevent spreading seeds and other propagules from infested to non-infested areas during activities.
- F. Contractor shall provide all mitigation necessary for non-compliance in prevention of the spread of invasive species.
- G. Contractor shall cover 100% of the removal and restoration costs for introducing any invasive specie(s) that was not observed on site by Parks Department staff prior to

construction. This covers the construction period and up to one-year after project completion.

PART 3 EXECUTION

3.1 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials, prior to Completion.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction.

END OF SECTION

**SECTION 01 60 00
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.2 PRODUCTS

- A. Provide products of qualified manufacturers suitable for intended use. Provide products of each type by a single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Owner.
- C. Provide interchangeable components of same manufacturer or components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide off-site storage and protection when site does not permit on-site storage or protection. If required by Owner, provide bonded storage.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Owner shall retain absolute right to product selection and may reject substitutions for reasons including but not limited to dimensional compatibility, function, and appearance.
- B. Use of products other than those required, without written approval of Owner, shall constitute a violation of Agreement. Owner shall have right to require removal of such products and their replacement with required products at Contractor's expense.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION

**SECTION 01 70 00
EXECUTION REQUIREMENTS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Field Engineering
- B. Closeout procedures
- C. Materials for Patching
- D. Final cleaning
- E. Adjusting
- F. Project record documents
- G. Operation and maintenance data
- H. Warranties
- I. Extra stock and maintenance materials
- J. Cutting and Patching
- K. Alteration Procedures

1.2 RELATED SECTIONS

- A. Section 01 33 00 - Submittals

1.3 FIELD ENGINEERING

- A. Verify amounts, locations, grades, lines, dimensions, and elevations.
- B. Provide field engineering services as required. Establish elevations, lines, and levels utilizing recognized engineering survey practices.

1.4 CLOSEOUT PROCEDURES

- A. Submit certification that project is complete in accordance with Owner's requirements and ready for Owner's inspection.
- B. Project Submittals: Provide following when requested:
 - 1. Project Record Drawings.
 - 2. Operation and Maintenance Manuals.
 - 3. Warranties and Bonds.
 - 4. Extra Stock and Maintenance Manuals.
 - 5. Keys and Keying Schedule.
- C. Provide submittals to Owner required by governing and other authorities.
- D. When Owner approves Work, submit final Application for Payment identifying total payment, previous payments, and sum remaining due.

PART 2 PRODUCTS

2.1 MATERIALS FOR PATCHING

- A. Materials shall match existing. Verify.

2.2 FINAL CLEANING

- A. Execute cleaning of Work prior to inspection for final payment.
- B. Use materials which will not create hazards to health or property, and which will not damage surfaces. Materials and methods used for cleaning shall be as recommended by manufacturer of material being cleaned.
- C. Final cleaning of work, as applicable, shall not be limited to following:
 1. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted surfaces, mop resilient flooring and sweep concrete.
 2. Clean equipment and fixtures to a sanitary condition. Remove excess lubrication.
 3. Clean finishes free of dust, stains, films and other foreign substances.
 4. Clean light fixtures and lamps.
 5. Remove waste, foreign matter, and debris from roofs, gutters, downspouts, area ways, and drainage systems.
 6. Clean site; remove foreign substances and sweep paved areas, rake clean landscaped surfaces.
 7. Remove waste and surplus materials, rubbish, and construction facilities from building and site.
 8. Remove temporary protection and labels not required to remain.

2.3 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.
- B. Put through 5 complete operating cycles.

2.4 PROJECT RECORD DOCUMENTS

- A. When requested by Owner, maintain one set of record documents; record actual Work done.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Mark each item to record actual construction including:
 1. Measured depths of foundations in relation to finished floor datum.
 2. Measured horizontal and vertical locations of utilities and appurtenances; reference to permanent visible construction.
 3. Field dimensions and detail.

2.5 OPERATION AND MAINTENANCE DATA

- A. Submit text pages and data bound in 8-1/2 inch x 11 inch three ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", and subject matter of binder.

- C. Contents:
 - 1. List names, addresses, and telephone numbers of Contractor and major equipment suppliers.
 - 2. Operation and maintenance instructions, arranged by system and subdivided. Identify names, addresses, and telephone numbers of suppliers. Identify following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts listed for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
- D. Submit three (3) hard copy sets and one (1) electronic (pdf) set of operation and maintenance data, prior to final payment.

2.6 WARRANTIES

- A. Identify Warranty with Project, name and address of Contractor furnishing warranty, material or installation requiring warranty and date warranty takes effect, as established in Certificate of Substantial Completion.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Submit one copy of warranty to Owner.

2.7 EXTRA STOCK AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance, and extra materials in quantities requested by Owner and useable materials left over.
- B. Deliver to place as directed, obtain receipt prior to final payment.

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight exposed elements.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete works and to:
 - 1. Fit the several parts together to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Provide openings for penetrations of Work by others.
- D. Execute work by methods to avoid damage to other work and provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.

- F. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. Maintain integrity of wall, ceiling, or floor construction.
- H. Refinish surfaces to match adjacent finishes.

3.2 ALTERATION PROCEDURES

- A. Materials: Match existing Products and work for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- D. Remove, cut, and patch Work in a manner to minimize damage and to restore Products and finishes to original condition.
- E. Refinish existing visible surfaces to remain with a neat transition to adjacent finishes.
- F. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- G. Patch or replace existing surfaces that are damaged.

END OF SECTION

**SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Section Includes:
 - 1. Construction waste management plan.
 - 2. Construction waste recycling.
 - 3. Construction waste adaptive reuse.
- B. Related Sections:
 - 1. Section 01 30 00 - Administrative Requirements.
 - 2. Section 01 33 00 - Submittal Procedures.
 - 3. Section 01 50 00 - Temporary Facilities and Controls.
- C. Related Documents
 - 1. Construction Waste Management and Disposal Appendix and Forms.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM E1609 - Standard Guide for Development and Implementation of a Pollution Prevention Program.

1.3 PLAN REQUIREMENTS

- A. After award of Contract and prior to the commencement of the Work, schedule and conduct a meeting with the Owner and Architect to discuss the proposed Construction Waste Management Plan and to develop a mutual understanding regarding details of environmental protection.
 - 1. Develop and implement construction waste management plan in accordance with ASTM E1609 and as approved by Architect.
 - 2. The Contractor shall develop a Construction Waste Management Plan for this Project within 7 working days after Contract award or prior to any waste removal. The Owner and the Architect will furnish the Contractor with information that will assist in the development of the Construction Waste Management Plan. Submit the Construction Waste Management Plan to the Architect for approval prior to implementing the Plan.
- B. Intent:
 - 1. The purpose of the Construction Waste Management Plan is to identify construction waste reduction goals, identify targeted materials, and explain specific waste reduction actions to be taken, by whom, and when.
 - 2. Divert construction, demolition, and land clearing debris from landfill disposal.
 - 3. Redirect recyclable material back to manufacturing process.
 - 4. Generate cost savings or increase minimal additional cost to Project for waste disposal.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Construction Plan: Submit construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:
 - 1. Transportation company hauling construction waste to waste processing facilities.

2. Recycling and adaptive reuse processing facilities and waste type each facility will accept.
 3. Construction waste materials anticipated for recycling and adaptive reuse.
 4. On site sorting and site storage methods.
- C. Application for Payments: With each Application for Payment, the Contractor shall submit a Summary of Waste generated by the Project. Failure to submit this information shall render the Application for Payment void, thereby delaying the Progress Payment. The Summary of Waste shall contain the following information:
1. The amount (in tons and/or cubic yards) of material landfilled from the Project, the identity of the landfill, and the related disposal cost. Include corresponding manifests, weight tickets, receipts, and invoices.
 2. For each material recycled from the Project, the amount (in tons and/or cubic yards), the date removed from the Project site, the receiving party, the transportation cost, the amount of any money paid or received for the recycled or salvaged material, and the net total cost or savings of recycling. Include corresponding manifests, weight tickets, receipts, and invoices.
- D. Submit documentation prior to Substantial Completion substantiating construction waste management plan was maintained and goals were achieved (see 01 74 19 – Summary Form)
1. Trash: Quantity by weight deposited in landfills. Include associated fees, transportation costs, container rentals, and taxes for total cost of disposal.
 2. Salvaged Material: Quantity by weight with destination for each type of material salvaged for resale, recycling, or adaptive reuse. Include associated fees, transportation costs, container rentals, and taxes for total cost of disposal. Also include reimbursements due to salvage resale.
 3. Total Cost: Indicate total cost or savings for implementation of construction waste management plan.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Submit completed Summary of Solid Waste Disposal and Diversion Form indicating diverted waste quantity, total waste quantity and percentage of waste diverted from landfills.
 1. Final construction waste management evaluation form: Provide a completed Summary of Solid Waste Disposal and Diversion Form with final payment application at Project completion for the purpose of summarizing how successfully goals were met, the methods worthy to retain or disregard, and to make suggestions for improvements to the Construction Waste Management Program.

1.6 CONSTRUCTION WASTE MANAGEMENT PLAN

- A. Construction Waste Landfill Diversion: Minimum 50 percent by weight of construction waste materials for duration of Project through resale, recycling, or adaptive reuse.
- B. Implement construction waste management plan at start of construction.
- C. Review construction waste management plan at pre-construction meeting and progress meetings specified in Section 01 30 00.
- D. Distribute approved construction waste management plan to subcontractors and others affected by Plan Requirements.

- E. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.
- F. Purchase Products to prevent waste by:
 - 1. Ensuring correct quantity of each material is delivered to site.
 - 2. Choosing products with minimal or no packaging.
 - 3. Requiring suppliers to use returnable pallets or containers.
 - 4. Requiring suppliers to take or buy-back rejected or unused items.

1.7 CONSTRUCTION WASTE RECYCLING

- A. Use source separation method or co-mingling method suitable to sorting and processing method of selected recycling center. Dispose non-recyclable trash separately into landfill.
- B. Source Separation Method: Recyclable materials separated from trash and sorted into separate bins or containers, identified by waste type, prior to transportation to recycling center.
- C. Co-Mingling Method: Recyclable materials separated from trash and placed in unsorted bins or container for sorting at recycling center.
- D. Materials suggested for recycling include:
 - 1. Packing materials including paper, cardboard, foam plastic, and sheeting.
 - 2. Recyclable plastics.
 - 3. Organic plant debris.
 - 4. Earth materials.
 - 5. Native stone and granular fill.
 - 6. Asphalt and concrete paving.
 - 7. Wood with and without embedded nails and staples.
 - 8. Glass, clear and colored types.
 - 9. Metals.
 - 10. Gypsum products.
 - 11. Acoustical ceiling tile.
 - 12. Carpet.
 - 13. Equipment oil.

1.8 CONSTRUCTION WASTE ADAPTIVE RE-USE

- A. Arrange with processing facility for salvage of construction material and processing for reuse. Do not reuse construction materials on site except as accepted by Owner/Architect/Engineer.
- B. Materials suggested for adaptive reuse include:
 - 1. Concrete and crushed concrete.
 - 2. Masonry units.
 - 3. Lumber suitable for re-sawing or refinishing.
 - 4. Casework and millwork.
 - 5. Doors and door frames.
 - 6. Windows.
 - 7. Window glass and insulating glass units.
 - 8. Hardware.
 - 9. Acoustical ceiling tile.
 - 10. Equipment and appliances.
 - 11. Fluorescent light fixtures and lamps.

1.9 ALTERNATIVE SUBMITTALS

- A. As an alternate to transmitting a written Waste Management Plan and periodic written Summary of Waste to the Owner, at the Contractor's option, the Contractor may prepare and submit these reports using a web-based application.
- B. If using a web-based application, Contractor shall update the website with the following information, prior to or concurrent with each Application for Payment:
 - 1. Reuse/Recycling (diversion) goal.
 - 2. Quantity of each material reused, recycled or trash in tons and cubic yards.
 - 3. Actual diversion rate. (Total quantity of waste recovered (reused plus recycled) divided by total waste generated.)

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 CONSTRUCTION WASTE COLLECTION

- A. Collect construction waste materials in marked bins or containers and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.
- B. Maintain recycling and adaptive reuse storage and collection area in orderly arrangement with materials separated to eliminate co-mingling of materials required to be delivered separately to waste processing facility.
- C. Store construction waste materials to prevent environmental pollution, fire hazards, hazards to persons and property, and contamination of stored materials.
- D. Cover construction waste materials subject to disintegration, evaporation, settling, or runoff to prevent polluting air, water, and soil.

3.2 CONSTRUCTION WASTE DISPOSAL

- A. Deliver construction waste to waste processing facilities. Obtain receipt for deliveries.
- B. Dispose construction waste not capable of being recycled or adaptively reused by delivery to landfill, incinerator, or other legal disposal facility. Obtain receipt for deliveries.

END OF SECTION

SECTION 01 74 19 - APPENDIX
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for the evaluation of recycling operations.

1.3 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, sealant (caulk), or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Construction Waste Management Plan: A project-related plan for the collection, transportation, and disposal of waste generated at the construction site. The purpose of the plan is to reduce the amount of material being landfilled.
- D. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity or reactivity.
- E. Landfill Tipping Fees: Monies paid for burying non-recyclable waste in the landfills.
- F. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity, or reactivity.
- G. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- H. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse.
- I. Recycle: To remove a waste material from the Project site to another site for remanufacture into a new product for reuse.
- J. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- K. Return: To give back reusable items or unused products to vendors for credit.
- L. Reuse: To reuse a construction waste material in some manner on the Project site.
- M. Scrap Revenue: Monies received by the hauler for recyclable materials.
- N. Sediment: Soil and other debris that has been eroded and transported by storm, or well production runoff water.
- O. Trash: A product or material unable to be reused, returned, recycled, or salvaged.

- P. Volatile Organic Compounds (VOCs): Chemical compounds common in and emitted by many building products over time through outgassing: Solvents in paints and other coatings, wood preservatives, strippers and household cleaners, adhesives in particleboard, fiberboard, and some plywoods, and foam insulation. When released, VOCs can contribute to the formation of smog and can cause respiratory tract problems, headaches, eye irritations, nausea, and damage to the liver, kidneys, and central nervous system, and possibly cancer.
- Q. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.4 RECYCLING SERVICES AND EQUIPMENT

A. Recycling Service Options

1. Identify businesses that provide recycling services, determine which recycling services hauler(s) can provide, and identify other organizations that provide recycling or waste reduction services, such as education and documentation.
2. Option No. 1: Hire A Full-Service Recycling Contractor
 - a. Many or all source-separation and collection tasks are subcontracted to a recycling contractor. These contractors can provide training and on-site sorting services. Seek out the best service and the best fees (or prices) for materials targeted for recycling.
3. Option No. 2: Use A Hauler's Recycling Service
 - a. A hauler may offer recycling services. These services will generally be less complete than those of a full-service recycling contractor, but may be sufficient if the Contractor's own personnel can perform tasks the waste hauler does not. If the waste hauler does not provide re-sorting services or training to prevent future mis-sorting, establish an in-house training program to prevent mis-sorting. Mis-sorted materials will be treated as waste by the hauler, and recycling savings will be lost.
 - b. Ensure that the recycling goals are indicated in the Agreement made with the waste hauler. The Agreement shall include a list of materials intended to be recycled, the recycling markets to be used, the landfill that will be used for construction waste, acceptable contamination levels, a rate schedule, amount of time needed to respond to calls for pickup, and a requirement for monthly reports of quantities collected by volume and weight of each material, charges/revenues, and markets.
4. Option No. 3: Operate An In-House Recycling Program
 - a. The Contractor shall be responsible for source-separation, collection, and the ordering of drop-offs and pick-ups. This option employs waste haulers that provide direct recycling services of certain recyclables and may include pick-up. Their services, fees, and/or rebates may vary depending on the material involved and other applicable factors. Other recycling services may be negotiated with the hauler.
5. Recycling by Major Subcontractors
 - a. Major Subcontractors, (e.g., Mechanical and Electrical Subcontractors), may assume responsibility for their respective recycling and waste reduction programs, including but not limited to source separating, maintaining bins, and arranging drop-offs and pick-ups. These major Subcontractors may participate in any of the options listed above.
 - b. Subcontractors who do their own recycling shall report applicable recycling/waste amounts to the General Contractor monthly. The General Contractor shall be responsible for tabulating quantities and submitting the results to the Owner and Architect at Substantial Completion of the Project.

B. Required Services and Equipment

1. Provide services and equipment necessary for successful recycling including the following, without limitation:
 - a. Materials sorting.
 - b. Bins.
 - c. Signs.
 - d. Education and training.
 - e. Monitoring.
 - f. Pick-ups.
 - g. Documentation.
2. If an in-house recycling program using a waste hauler is used, identify materials intended to be recycled off-site and document all recycling accomplished.

1.5 APPLICATIONS FOR RECYCLED MATERIALS

A. Reuse and Recycling Information: Agencies having information regarding applications and destinations for reuse and recycling construction and demolition waste materials include the following:

1. Business Materials Exchange of Wisconsin. www.bmex.org.
2. Construction Material Recycling Association. <http://www.cdrecycling.org>.
3. Dane County Dept. of Public Works.
<http://www.co.dane.wi.us/pubworks/recyc/markets.htm>.
4. Habitat for Humanity. <http://www.restoredane.org>.
5. Solid & Hazardous Waste Education Center, UW Extension.
<http://www.uwex.edu/shwec>.
6. WasteCap Wisconsin, Inc. www.wastecapwi.org.
7. Wisconsin Department of Natural Resources,
<http://www.dnr.state.wi.us/org/aw/wm/condemo/index.htm>

B. Examples of materials and potential applications for recyclable materials include the following, without limitation:

1. Aluminum Cans, Straps, and Sheet: Recycle as a metal.
2. Asphalt: Break up and transport asphalt-to-asphalt recycling facility or recycle on site.
3. Brick: Can be reused if whole, crushed for use as landscape cover, sub-base material, or fill.
4. Building Components And Fixtures: Windows, doors, cabinets, hardware, plumbing and electrical fixtures may be salvaged. Porcelain plumbing fixtures may be crushed for fill.
5. Carpet and Carpet Pad: Store clean, dry carpet and pad in a closed container or trailer. Carpet may be able to be reused or recycled if sufficient quantities are generated.
6. Ceiling Panels: If sufficient quantities are generated, sort by size, palletize, and shrink-wrap for shipment to and recycling by a ceiling tile manufacturer.
7. Concrete: Can be crushed and graded for use as riprap, aggregate, sub-base material, or fill. Neutralize alkalinity if planting above. Remove reinforcement and other metals from concrete and sort with other metals.
8. Concrete Block: Can be reused if whole, crushed for use as sub-base material or fill.
9. Copper Pipe and Accessories: Recycle as a metal.

10. Corrugated Cardboard and Paper: Separate for recycling into new paper products. Painted, waxed or muddy cardboard or paper is unsuitable for recycling and should be discarded.
11. Dimensional Lumber, Oriented Strand Board, Plywood, Crates, and Pallets: Sort larger pieces for reuse. Wood unsuitable for reuse may be used to manufacture particleboard and other composite wood products. Chip or shred wood for use as animal bedding, landscape use, groundcover, mulch, compost, pulp, or process fuel. Do not chip or shred stained, painted or treated wood. Some recyclers have equipment to remove nails.
12. Doors and Hardware: If separated for reuse, brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
13. Glass Containers: Recycle as glass.
14. Gypsum Board: Gypsum wallboard to be processed and land spread must be new and clean construction scrap free of tape, joint compounds, paint, nails, screws, or other contaminants. Only regular ½" drywall, Type X drywall, and Plaster Base (standard blue board) may be used for a soil amendment. The following paper-faced gypsum panel cannot be used as a soil amendment: WR (Green Board), Sheathing (Brown/Black Board), Mold Resistant Panels or Specialty Type X. These contain additives, which may not be suitable as a soil amendment.
15. Land Clearing Debris: Can be chipped or shredded for use as ground cover, mulch, compost, pulp, or process fuel.
16. Lighting Fixtures: Separate lamps by type and protect from breakage. By Law fluorescent tubes must be recycled.
17. Miscellaneous Ferrous and Nonferrous Metals: Separate for recycling: banding, stud cut-offs, ceiling grid, ductwork, conduit, rebar, roofing, pipe, sheet metals, extruded metals, castings, miscellaneous steel shapes, and other metal parts.
18. Piping: If separated for reuse, reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinkler heads, and other components by type and size.
19. Precast Concrete Panels: May be able to be crushed and used for erosion control or landscape features.
20. Sheet Metal Scrap and Metal Duct Accessories: Recycle as a metal.
21. Structural Steel: Can be used in the manufacture of structural steel.
22. Vinyl: Siding, window extrusions, floor tiles, and sheet flooring may be able to be separated for recycling into new vinyl products.

END OF APPENDIX

SECTION 01 74 19 - SUMMARY
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

Project Name: _____ Contractor Name: _____

Project #: _____ Contractor License #: _____ Contractor Address: _____

Solid Waste Material	Diverted from Landfill?	Date Diverted/Disposed	Amount Diverted	Amount Disposed	Waste Facility		
	(If recycled or reused write YES; If <i>disposed</i> state why not diverted)	(mm/dd/yy)	(tons)	(tons)	Name	City/State	Phone Number
Appliances							
Asphalt							
Cardboard							
Carpet							
Concrete							
Gypsum Drywall							
Land Clearing/Soil							
Masonry							
Metals: Ferrous							
Metals: Non-ferrous							
Mixed/Co-mingled Waste							
Plastic							
Roofing: Asphalt-Based							
Roofing: EPDM							
Salvaged/Surplus Materials for Reuse							
Wood: Landclearing Debris							
Wood: Scrap Lumber							
Other (specify):							

Signature: _____ Date: _____

END OF SUMMARY

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