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UW-Madison Project No. **0047 1946** / UWSA Project No. **A-20-001**

**VOLUME 1**

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MEP INVITATION TO BID  
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

CHEMISTRY 2ND FLOOR WANG LABORATORY RENOVATION
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

UW-Madison Project No. 0047 1946 / UWSA Project No. A-20-001

BID OPENING for MEP BIDDERS: 2:00 P.M., October 08, 2020.
BID OPENING for GENERAL PRIME CONTRACTOR BIDDERS:  2:00 P.M., October 22, 2020.

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

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

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

Due to COVID-19 in 2020, the bidding procedures and requirements have changed. University construction projects will continue to proceed in accordance with Department of Health Services' (DHS) guidelines, unless otherwise directed by the State of Wisconsin. Effective immediately, the University of Wisconsin System Administration (UWSA) will ONLY be accepting construction bidding documents as follows:

- PDF scanned file of all required bid documents, including bid and bid bond forms with an original wet signature (only PDF files will be accepted; digital electronic signatures will not be accepted) emailed to UWSA Bid Submissions at uwsabidsubmissions@uwsa.edu.

- Please include Project Name, Project Number, Project Location, Category of Work being bid on, Bid Date, and the Name and Address of Bidder within email submission.

- For documents that require a seal, please darken these scans for better visibility.

- For bids including a cashier's/certified check, please scan front and back of check and include with submission.

- Bidders may submit PDFs of bonds and powers of attorney containing e-signatures, e-corporate seals, and e-notaries affixed to each document in accordance with the Surety's obligations. Telephone numbers are required for all electronic signatories for oral verification as needed. Wisconsin law permits the use of remote online notarization if it is performed using technology providers that have been approved by the Department of Financial Institutions (DFI). If a remote online notarization is used, it is the responsibility of the contractor and its Surety to ensure that the technology provider has been approved by DFI.

- Bidders may submit bid forms containing electronic signatures, but those signatures must be obtained using approved software in order to be accepted. DocuSign software and Adobe Digital Signature software are approved for e-signatures for submission of bids. Use of any other e-signature software will require additional
verification and the bidder must obtain approval at least three (3) business days prior to submission of bids. Please contact jdwyer@uwsa.edu first regarding any proposed electronic signature software.

UWSA will NO LONGER accept bids via third party delivery (UPS, FEDEX, or DHL) or bids being dropped off in person at 780 Regent Street.

- Bids must be submitted to the email address listed above by 1:30 P.M. CDT on the day that the bid submission is due. Email PDF submissions will receive a confirmation reply from UWSA. If for any reason a reply is not received after a PDF bid is emailed, please contact Jacob Dwyer at (608) 263-4584.
- Bidders are responsible for their bid being delivered by the time specified and delivery is entirely at the bidder’s risk.

The bid opening will be conducted via teleconference with the information listed below. All bids will be opened at 2:00 P.M. CDT on the scheduled date. All lines will be muted upon entry of the teleconference. Upon dialing into the teleconference line, you will hear silence until the bid starts.

- Dial-in: 1-415-655-0003
- Access Code: 1205946503

In general, the work consists the renovation of the space formerly occupied by the Chemistry Department’s electronics shop, into research laboratories suitable for chemical biology. Renovations will include the installation of a ‘warm room’ for laboratory experimentation at elevated temperatures; new power, data, doors, hardware, bench space/ casework and tables to accommodate experimentation, instruments, and equipment; re-use of 2 existing fume hoods; creation of a new faculty office and work room and workstation space for graduate students; and an upgrade of room finishes to include new flooring, refinishing of existing concrete floors, new ACT ceiling and paint. The work includes modifications and additions to the existing mechanical system, added plumbing and plumbing fixtures, and modifications and additions to electrical, telecom and fire.

Bidding documents (drawings, specifications, and addenda) may be obtained only as electronic files (in PDF format): as a downloadable file from the University of Wisconsin System Administration’s Design and Construction Opportunities website (see website address below). Bidding documents may also be seen at various Builders’ Exchanges that have downloaded the documents. Additional project bidding information, including plan holders lists are available on the University of Wisconsin System public website: https://www.wisconsin.edu/procurement/construction/. After opening the web page, select the Chemistry 2nd Floor Wang Laboratory Renovation project.

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

No deposit is required to obtain documents for bidding purposes.

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

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

The process for pre-bid tours will be as follows to insure no more than 10 people are together at one time. Pre-bid tours will be held on the afternoon of 09/16/2020. Group 1 (limited to 10 attendees) from 1:30 – 2:15 PM, Group 2 (limited to 10 attendees) from 2:15 – 3:00 PM, Group 3 (limited to 10 attendees) from 3:00 – 3:45 PM. All parties interested in a tour must email jdwyer@uwsa.edu before 09/11/2020. To minimize social contact, a maximum of 1 person per organization will be allowed to tour. On 09/14/2020 you will receive a response email with your tour start time.
Once signed up, participants should meet in the Chemistry Building Main Level Entry Lobby located at the corner of N. Charter and W. Johnson Streets, Madison, WI. All bidders are highly encouraged to attend this Pre-bid Conference / Building Tour. The contact person is Hammel, Green and Abrahamson, Inc., 333 East Erie Street, Milwaukee, Wisconsin 53202; Project Architect: Russ Wilson, 414.278.3436, RWilson@hga.com.

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1. Definitions

In this document, the following terms are defined as:

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

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

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

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

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

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

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

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

2. GENERAL

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

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

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

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

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

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

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

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

3. DRAWINGS AND SPECIFICATIONS

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

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

4. INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

The lowest dollar amount submitted by qualified, responsible, certified bidders on the COMBINED BASE BIDS for any combination of the Separate Base Bids for various specified mechanical, electrical, plumbing, and fire protection divisions of the work.
The Owner reserves the right to reject any and all bids, or to waive any informality in any bid, or to accept any bid which will serve the best interest of the Owner.

9. MEP SUBCONTRACT WITH GENERAL PRIME CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

10. CONTRACT INTERESTS BY STATE PUBLIC OFFICIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Space(s) are provided on the Bid Form for each Division of Work. Appropriate insertions are as follows: numerals indicating the cost of the work, $0 if there is no cost for the work, or the words ‘No Bid’ if the bidder is not intending to bid the work. Blank space(s) will be considered the same as ‘No Bid’.

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

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

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

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

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

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

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

SEPARATE BASE BIDS FOR THE VARIOUS DIVISIONS OF THE WORK.

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

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

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

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

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

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

18. INFORMATIONAL BIDS
None.

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

The Owner reserves the right to reject any unit prices as given in the bid if they are considered excessive or unreasonable, or to accept any or all of the unit prices that may be considered fair and reasonable. If any unit price is rejected, the work governed by such unit price, if required, shall be treated as specified in General Conditions.
The Bidder shall refer to the Bid Form and the applicable technical section to determine the basis of unit measure and the detailed information related to each unit price item requested.

**20. STATED ALLOWANCES**

None.

**21. COMMENCEMENT AND COMPLETION**

The successful mechanical, electrical, plumbing, or fire protection Bidder must agree to commence the work on or before a date to be specified in a written "Notice to Proceed" issued by the General Prime Contractor and to fully complete all the work within 110 consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued. Refer also to General Conditions for additional information in regards to time for completion.

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

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

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

- **NOTICE TO PROCEED** NOVEMBER 19, 2020 (PROPOSED)
- **MOBILIZATION** NOVEMBER 23 - 28, 2020
- **START OF CONSTRUCTION** NOVEMBER 30, 2020
- **SUBSTANTIAL COMPLETION** MARCH 19, 2020
- **PARTIAL PROJECT CLOSE-OUT / PUNCH LIST** MARCH 26, 2020
- **CONSTRUCTION COMPLETE** APRIL 2, 2020

**22. WORK BY THE OWNER**

The following work will be accomplished by the Owner or will be let under separate contracts and will not be included under the General Prime Contract, unless noted otherwise or for installation:

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

**Research Lab 2227 (FF&E):**
- Refrigerators = OF/OI
- Freezers = OF/OI
- Microwave = OF/OI
- Thermocyclers = OF/OI
- Centrifuge = OF/OI
- Fume Hoods = OF/CI
- Flammable Cabinet = OF/CI
- Millipore = OF/CI
- Incubators = OF/CI
- Shakers = OF/CI
- Wire Shelving in Environmental Room = OF/OI

**Equipment Room 2227B (FF&E):**
- Commercial Refrigerator = OF/CI
20 Freezer = OF/CI
80 Freezer = OF/CI
Shelving = OF/OI

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

Audio Visual Components (AV):
Monitors / TVs / Displays / Mounting Hardware = OF/OI
Note: all cabling, conduits, backboxes and associated components for power + data to support these Owner Furnished items are to be provided by the electrical contractor.

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

DoIT:
Wireless Access Points (WAPS) = OF/OI
Cabling/Backboxes to the locations of the WAPS = CF/CI

ASBESTOS ABATEMENT:
The Owner will be removing known Hazardous Substances ahead of the start of construction. See General Requirements, HAZARDOUS SUBSTANCES for regulatory requirements, materials testing results, and General Prime Contractor’s responsibility regarding ACM.

CONTROL SYSTEM:
The Owner will be securing the Controls through a separate contract with JCI. The Controls System Specification Sections are provided for Information and for areas of required coordination.
BID FORM – MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION (MEP)  (Rev 02/2017)

THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

s.16.855 Wis. Stats.

CHEMISTRY 2ND FLOOR WANG LABORATORY RENOVATION
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

UW-Madison Project No. 0047 1946 / UWSA Project No. A-20-001

Mechanical, Electrical, Plumbing, and Fire Protection (MEP) Bid Opening: 2:00 P.M., October 08, 2020.

To: University of Wisconsin System Administration (UWSA)

We ____________________________________________________________ (an individual)

Of ____________________________________________________________

Street                    City             County                      State           Zip

hereby agree to execute a subcontract with the General Prime Contractor awarded the contract for the project designated above and to furnish satisfactory separate 100% Performance Bond and 100% Payment Bond in the amount specified no later than ten (10) days after execution of the subcontract with the General Prime Contractor, and to provide all labor and material required for the construction of the project designated above, for the prices hereinafter set forth, in strict accordance with the Bidding Documents prepared by Hammel, Green and Abrahamson, Inc., 333 East Erie Street, Milwaukee, Wisconsin, 53202 for the Owner and dated September 1, 2020.

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

Contact name: _______________________________________

Telephone Number: ________________________________

Email address: ______________________________________

FAX Number: _______________________________________

IMPORTANT: BEFORE SUBMITTING YOUR BID, PLEASE VERIFY THAT:

1. You have been certified by DOA as a qualified and responsible bidder for the amount of your bid within the division(s) of work being bid.

2. You have entered all Bid amounts in numeric characters (Example: $9,999);

3. You have acknowledged receipt of all addenda;

4. You have signed the Bid Form

5. You have included a valid Bid Guarantee for not less than 10% of the value of the bid as either:
   a) a Bid Bond signed by the contractor and surety, with a Power of Attorney attached, or
   b) a Cashier’s Check or Bank Check pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s). A Company or Personal Check will not be accepted.
FIRE SUPPRESSION

BASE BID NO. 2  Fire Suppression Work fully complete as per Bidding Documents,

for the sum of ($______________________________)  

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

BASE BID NO. 3  Plumbing Work fully complete as per Bidding Documents,

for the sum of ($______________________________)  

   Enter bid amount in numeric characters only (Example: $9,999). See MEP Instructions to Bidders  

   'Article 16 Submission of Base Bids' for detailed instructions.
BASE BID NO. 4 Heating, Ventilating, Air Conditioning Work fully complete as per Bidding Documents, for the sum of

($______________________________________________________________)

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

BASE BID NO. 5 Electrical Work fully complete as per Bidding Documents, specification Division 26, 27, 28 applicable provisions of Division 1 and related drawings.

for the sum of ($______________________________)

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

BASE BID NO. _______ for _________(Division of Work),
BASE BID NO. _______ for _________(Division of Work) and
BASE BID NO. _______ for _________(Division of Work) and
BASE BID NO. _______ for _________(Division of Work) Work fully complete as per specifications and related
drawings,

for the sum of ($______________________)

Enter bid amount in numeric characters only (Example: $9,999). See MEP Instructions to
Bidders ‘Article 16 Submission of Base Bids’ for detailed instructions.
COMMENCEMENT AND COMPLETION OF WORK
The undersigned agrees, if identified as the lowest qualified responsible certified bidder for the division(s) of work bid on, to enter into a subcontract with the General Prime Contractor, and to commence the work on or before a date to be specified in a written Notice to Proceed issued by UWSA to the General Prime Contractor, and to complete the work in accordance with the project schedule in the Instructions to Bidders.

ADDENDUM RECEIPT
We acknowledge receipt of the following Addenda:

Addendum No.______________________________Date_________________________

Addendum No.______________________________Date_________________________

Addendum No.______________________________Date_________________________

Addendum No.______________________________Date_________________________

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

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

1. Bidder is certified by DOA as a qualified and responsible bidder for the amount of the bid submitted, within the division(s) of work being bid.

2. Bidder agrees to enter into a subcontract with the General Prime Contractor in accordance with Wis. Stats. s. 16.855(14) and ARTICLE 9 of these Bidding Documents.

3. Bidder has examined the drawings and specifications, carefully prepared the bid form, and has reviewed all forms in detail before submitting bid; and bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, bid rigging, bid rotation, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

4. That all work will be performed at the Bidder's own proper cost and expense, that the Bidder will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the General Prime Contractor's Notice to Proceed.

______________________________________  (Firm Name)

______________________________________  (Bidder's Printed Name)

Date: ____________________________  By ____________________________________  (Signature of Bidder)

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

Name: ____________________________
Address: __________________________
City, State, Zip: ____________________

BID ENCLOSED

Project Name: __________________________
Project Number: _______________________
Bid Category: _________________________
Bid Date: ____________________________

To: University of Wisconsin System Administration
    Office of Procurement

    Room 105
    780 Regent Street
    Madison, WI 53715
BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that a corporation of the State of ___________________________ (individual), (partnership) hereinafter referred to as , a corporation of the State of ___________________________ (hereinafter referred to as the "Principal"), and ___________________________ corporation of the State of ___________________________ (thereinafter referred to as the "Surety"), are held and firmly bound unto the Board of Regents of the University of Wisconsin System (hereinafter referred to as the "Owner"), in the penal sum of ten percent (10%) of the amount of the total bid or bids of the Principal herein accepted by the Owner, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, or is about to submit, to the the Owner a certain bid, including the related combined bids attached hereto and hereby made a part hereof, to enter into either a Contract in writing for OR subcontract in writing with the General Prime Contracator for

Type of Work

Project

(1) If said bid is rejected by the Owner, then this obligation shall be void.

(2) If said bid is accepted by the Owner and the Principal shall execute and deliver a Contract in the form specified by the Owner (properly completed in accordance with said bid) and shall furnish a bond for the Principal's faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

(3) If said bid is accepted by the Owner and the Principal shall fail to execute and deliver the Contract and the performance and payment bond noted in (2) above, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Owner the penal sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as stated. Notice will be given by the Owner to the Principal and Surety of intent to request payment of all or any part of the penal sum, a minimum of 7 calendar days before making demand of payment. Payment of the penal sum by the Surety and its bond shall be received by UWSA within 72 hours following demand by the Owner.

The Surety, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

SEAL: 

Principal ___________________________ Date ___________________________ 

By: ___________________________

SEAL: 

Name of Surety ___________________________ Date ___________________________ 

By: ___________________________

NOTE TO SURETY AND PRINCIPAL: The bid submitted, which this bond guarantees, may be rejected if the following instrument is not attached to this bond: Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

This form can be made available in accessible formats upon request to qualified individuals with disabilities.
DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal #__________ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

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IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Name - Authorized Representative

Signature - Authorized Representative

Company Name

Date

This form can be made available in accessible formats upon request to qualified individuals with disabilities.
DIVISION 1 - GENERAL REQUIREMENTS  
(Rev 03/2019)

UW-Madison Project No. 0047 1946 / UWSA Project No. A-20-001

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1. DEFINITIONS

In this document, the following terms are defined as:

(a) "Mechanical, electrical, or plumbing subcontractor" ("MEP Subcontractor") is a contractor that performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection (fire suppression) work for the Project, and enters into a contract with the General Prime Contractor to perform their division of work.
(b) "Qualified bidder" means a contractor that DOA certifies under Wis. Stat. s. 16.855(9m)(b)1.

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

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

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

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

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

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

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

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

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

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

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

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

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

Any noisy and disruptive activities will need to be coordinated with the Owner and occur between 6am and 10am, Monday through Friday or between 6am and 6pm on Saturday or Sunday.

Limit use of premises to work in the areas indicated. Do not disturb portions of the site beyond areas in which work is indicated. General, confine construction operations to areas defined within Project Limits, unless specifically noted or otherwise and/or approved by Owner. Confine storage of materials and support facilities to designated staging areas. See Construction Logistics Plan, Sheet A040 for additional information.

Parking at or near the project site is restricted. Contractor’s truck or working vehicles will be permitted to drive on premises only for the purpose of loading and unloading materials and equipment for this project and only if keys are removed and all doors locked when not in use. No Contractor’s will be allowed to park inside of the construction fence. Free parking passes will not be provided. Contractors may park remotely and carpool to the project site, or may purchase parking permits as space is available from Transportation Services (www.fpm.wisc.edu/trans). Vehicles in violation of University parking regulations are subject to fine.

Owner will designate an area in a building which can be used by workers for eating lunch and for toilet needs. Toilets used by workers shall be kept clean and sanitary at all times. Cleaning and stocking of toilet rooms is the responsibility of the contractor.

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

To insure the safety of persons at the University, the following safety measures should be observed:

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

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

The Owner reserves the right to occupy and place and install equipment in completed areas of construction. Such placement of equipment and partial occupancy shall not constitute acceptance of the Work. The Owner will prepare a Certificate of Substantial Completion for each specific portion of the work to be occupied before final occupancy. Before partial occupancy, mechanical and electrical systems shall be fully operational and required documents and inspections shall be successfully completed. On final completion, the Owner will operate, and maintain mechanical and electrical systems serving occupied portions of the building. On final completion, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building.

4. INSPECTION OF SURFACES
Contractor shall obtain complete data at the site and inspect surfaces that are to receive the Work before proceeding with fabricating, assembling, fitting or erecting any work under this contract.
Contractor shall notify the Owner in writing in case of discrepancies between existing work and drawings, and of any defects in such surfaces that are to receive the Contractor's work. The Owner will evaluate the notice and direct what remedial action will be taken.

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

5. HAZARDOUS SUBSTANCES - ASBESTOS, LEAD AND POLYCHLORINATED BIPHENYLS (PCB'S)
Airborne asbestos fibers, lead, and PCB compounds, if encountered, have been determined to be hazardous to one's health. Compliance with all possible applicable regulations is the Contractor's responsibility. Contractor shall not provide or install any product that contains any amount of asbestos or PCB. See General Requirements, CLEANING AND WASTE DISPOSAL for disposal of hazardous waste, if encountered.

ASBESTOS
Contractor's attention is directed to WAC NR 447, WAC DSS 159 and the Occupational Safety and Health Act (OSHA) in general, part 1926.1101--ASBESTOS in particular. Contractor is responsible for compliance with all applicable regulations when the work includes fastening to or coring through Asbestos Containing Materials (ACM) and disturbance of asbestos containing caulking and mastics. It is the Owner's intent to remove Asbestos Containing Materials under a separate contract prior to the start of construction. However, if suspected ACMs are encountered the Contractor is to inform the owner immediately and the Owner, at their expense, will engage a company to have the ACM removed.

The following building materials have been identified to be ACM.
List necessary items here:
Unknown.

Lead Based Paint
Paint is assumed to contain lead. Conform to OSHA and EPA recommended worker safety requirements when removing lead based paint or material bearing lead based paint or material contaminated with lead by the demolition process. Contractor's attention is directed to the Occupational Safety and Health Act (OSHA) in general and particularly to 29 CFR 1910 (LEAD STANDARD) and to CFR 1926 (LEAD EXPOSURE IN THE CONSTRUCTION INDUSTRY). Dispose of refuse containing lead based paint or contaminated with lead by the demolition process in conformance with State of Wisconsin Hazardous Waste Regulations set forth by the Department of Natural Resources and in conformance with OSHA and EPA recommended worker safety requirements.

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

6. SOIL TEST BORINGS
Not applicable to this project.

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

Contractor(s) shall arrange the work and dispose of materials so as not to interfere with the work or storage of materials of others and each shall join their work to that of others in accordance with the intent of the drawings and specifications. All Contractors shall work in cooperation with the General Prime Contractor and with each other, and fit their work into the structure as job conditions may demand. All final decisions as to the right-of-way and run of pipe, ducts, etc., shall be made by the Owner at prearranged meetings with responsible representatives of the Contractors involved.
8. PROJECT MEETINGS
Project meetings will be held at the time designated by the Owner. Contractor, when requested, shall attend these meetings. If the principal of the firm does not attend meetings, a responsible representative of the Contractor who can bind the Contractor to a decision at the meetings shall attend.

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

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

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

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

Individuals skilled in such work shall accomplish installation of sleeves and openings.
Each Contractor shall be responsible for coordinating locations of their sleeves with work of other trades.

Each Contractor who requires sleeves and/or openings shall submit through the Contractor, to the Owner for review and approval, layout drawings of all such required sleeves and/or openings. Sleeve and opening layout drawings shall be received by the Owner a minimum of two weeks prior to installation of the sleeves and openings. Sleeve and opening sizes and locations shall be dimensioned from column lines and floor elevations or from a point of reference approved by the Owner.

10. CUTTING AND PATCHING
Provisions of Article 9. Sleeves and Openings herein, cover the work involved for providing and installing sleeves and openings.

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

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

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

The Contractor who removes or relocates building components which leaves a remaining opening shall be responsible for patching the opening.

Patching includes repairing openings to match adjacent construction and painting the surface to match existing. Painting means covering the entire wall where patching is to be done to nearest break point or corner unless indicated to be done by other trades.
Contractor shall not endanger any work by cutting, digging or otherwise and shall not cut or alter the work of others without their consent.

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

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

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

11. MANUFACTURER'S DIRECTIONS

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

12. LAYOUT

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

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

As work progresses, the General Prime Contractor shall lay out on forms and floor, the locations of all partitions, walls and fix column centerlines as a guide to all trades. The General Prime Contractor shall make provision to preserve property line stakes, benchmarks, or datum point. If any are lost, displaced or disturbed through neglect of any Contractor, Contractor's agents or employees, the Contractor responsible shall pay the cost of restoration.

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

13. SUPERVISION

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

14. FIELD OFFICES

The General Prime Contractor shall provide and maintain a temporary office within the project work area at location indicated on the Logistics Plan, for use by the Contractor and Trades. The office shall be equipped with a plan rack and suitable table for examination of plans. A large conference table and enough chairs for Site Project meetings.

Temporary office shall be heated and cooled as required for meetings.

15. STAIRS AND SCAFFOLDS

The General Prime Contractor shall:
Furnish and maintain equipment such as temporary stairs, fixed ladders, ramps, chutes, runways and the like as required for proper execution of work by all trades, and shall remove them on completion of the work.

Erect permanent stair framing as soon as possible. Provide stairs with temporary treads, handrails, and shaft protection.

Contractors requiring scaffolds shall make arrangements with the General Prime Contractor, or shall provide their own and remove them on completion of the work.

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

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

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

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

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

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

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

17. SIGNS
No project sign required.

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

18. FENCE
Construction Staging Areas/Materials Storage Areas: Are to be contained within the project work area.

19. ROADWAY
Not applicable to this project.

20. TOILETS
The General Prime Contractor shall arrange with Owner to use nearby existing toilet facilities at building site. Toilets used by workers shall be kept clean and sanitary at all times. Contractor is responsible for cleaning and resupplying.

21. TELEPHONES
It is expected that each contractor have access to their own cell phone for their own use. No additional telephone service will be provided.
22. WATER SUPPLY
The General Prime Contractor shall arrange with the Owner to use nearby existing water service.
Toilets and slop sinks used by workers shall be kept clean and sanitary at all times.
The General Prime Contractor shall supply water required for construction and other purposes from the existing building plumbing system.
The General Prime Contractor shall prevent waste of water and shall maintain valves, connections, and hoses in perfect condition, at all times. Trades shall provide their own hose or piping from hose bibs.

23. TEMPORARY ELECTRICAL WORK
Duplex receptacles (120 volts) are available in each of the existing areas where work is performed for use of small hand tools.
If a Contractor contemplates the use of equipment that requires a different voltage or greater capacity than that specified, then that Contractor must arrange with Utility for this additional service and pay for installation of the service and the necessary additional switches and wiring required.
The Electrical Contractor shall provide, at no cost to others, all lamps, wiring, switches, sockets and similar equipment required for temporary system until substantial completion. Upon completion of the project, the Electrical Contractor shall remove the temporary system.
The temporary lighting system shall be sufficient to enable all trades to safely complete their work and to enable the Owner to check all work as it is being done. Illumination shall be 5 foot-candles minimum in all areas and, in addition, shall meet or exceed the requirements of 29 CFR 1926.56 Illumination (OSHA regulations).
In accordance with the latest issue of the National Electrical Code, all temporary electrical circuits for construction purposes shall be equipped with combination ground fault interrupter and circuit breakers meeting the requirements of UL for Class A, Group 1 devices. The ground fault interrupter portion shall be solid state type, insulated and isolated from the breaker mechanism. A test button shall be provided for checking the device. The breaker mechanism shall provide overload and short circuit protection and shall be operated by a toggle switch with overcenter switching mechanism so that contact cannot be held closed.
All Trades shall furnish their extension cords and lamps other than those furnished for general lighting.
All Trades and other separate Contractors shall be allowed to use the service provided for general lighting and fractional horsepower hand tools at no cost.
The General Prime Contractor shall be compensated by those requiring three phase and single-phase energy used for equipment other than fractional horsepower hand tools. Arrangements shall be made with the General Prime Contractor before construction equipment is used.

24. COLD WEATHER PROTECTION
All heating and protective covering, required to protect the work from injury due to freezing and moisture during the construction period and prior to enclosure of the building, shall be classed as COLD WEATHER PROTECTION. Such protection shall be provided and paid for by the General Prime Contractor.
Heat required to protect materials from injury due to freezing during the construction period and prior to enclosure, shall be provided by means of portable heating units intended for this purpose.
All heating units must be approved types. Proper ventilation must be provided. The use of temporary units whose product of combustion will damage fresh concrete, mortar or other building materials, will not be allowed. Use of coke or oil salamanders is prohibited.

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

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

25. ENCLOSURE
The General Prime Contractor should provide approved translucent material for temporary enclosure of exterior wall openings if they have not received final louvers. Plain or reinforced polyethylene film or other suitable translucent material will be acceptable, provided it is installed in or on a well fitting rigid wood frame and kept in good repair. This means of temporary enclosure shall be used for other minor openings in walls.

At end of day’s work, securely close temporary enclosures. Padlock work area doors. The General Prime Contractor shall supervise effectiveness of enclosures.

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

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

For installations that are not connected to central plant steam or central plant hot water, the General Prime Contractor shall pay the fuel costs for temporary heat for both permanent heating systems used for temporary heat and/or temporary heating systems used for temporary heat.

The General Prime Contractor shall pay for all electrical energy consumed for temporary heat.

The Mechanical Contractor shall provide one of the following systems or a combination thereof, for furnishing temporary heat:

Permanent heating system may be used for temporary heating. If permanent system is used, the Mechanical Contractor shall install in their permanent location heating coils or connectors as approved by the Owner, with controls to maintain temperatures required. Temporary filters shall be used in the permanent system. Provide bases, shields, etc., around heating elements to prevent too rapid drying of adjacent concrete, masonry or plaster. Relocation of some of the permanent heating system equipment may be required during construction to prevent interference with new construction. Temporary units may be installed in such areas during the time permanent equipment is not operating due to relocation.

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

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

If the Mechanical Contractor does not have one of the above systems in operation by the time the building is enclosed, then the Mechanical Contractor shall provide, maintain and supervise the operation of temporary portable units with necessary automatic controls to provide required temperatures. Current required may be taken from the temporary electrical service. See "Temporary Electrical Installation". Cost of fuel to operate portable units shall be paid by the General Prime Contractor.
All electrical wiring required for temporary heating units shall be furnished and installed by Mechanical Contractor, from temporary wiring service. Electrical wiring to permanent equipment used for temporary heating that has been mounted in its permanent location shall be wired by trades skilled in that work.

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

The Mechanical Contractor must ascertain if heating equipment will operate on the temporary electrical service available. If service is insufficient to operate equipment, Mechanical Contractor shall make other arrangements.

The Mechanical Contractor shall be responsible for the proper adjustment and maintenance of the system, and shall supervise and be responsible for the operation of the system used for temporary heating until the Owner occupies the building. Supervision shall include periodic checking of operation as required.

A minimum temperature of 45 degrees and a maximum temperature of 60 degrees for the building shall be maintained by the Mechanical Contractor, except for a period of at least ten days prior to the placing of interior woodwork and throughout the placing of this and other finish, varnishing, painting, etc., and until substantial completion to provide sufficient heat to insure a temperature in the spaces involved of not less than 70 degrees nor more than 80 degrees.

The temporary heating system shall be removed by the Mechanical Contractor after the permanent heating system has been installed and operating. Surfaces and structure shall be patched as required. Temporary heating equipment shall be relocated by the Mechanical Contractor as required during construction to prevent interference with new construction.

At completion of construction work or when temporary heat is no longer required, Mechanical Contractor must repair any damage done to permanent equipment during temporary heating period and also perform the necessary cleaning of all ducts and equipment. The Mechanical Contractor shall provide permanent filters to the complete satisfaction of the Owner.

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

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

29. STORAGE OF MATERIALS
Contractor shall confine equipment, apparatus, storage of materials and operations to limits indicated on the drawings or by specific direction of the Owner and shall not bring material onto the site until they are needed for the progress of the work.

The storage of materials on the grounds and within the building shall be in strict accordance with the instructions of the Owner. Storage of materials within the building shall at no time exceed the design carrying capacity of the structural system.

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

All materials shall be stored in a manner that prevents release of hazardous material to the environment.
All hazardous materials, including motor fuels, shall be properly handled and contained to prevent spills or other releases. The General Prime Contractor shall develop and maintain a contingency plan to provide emergency response, containment, and cleanup of spills of hazardous materials resulting from contract activities. All spills and releases shall be reported to the Owner as soon as possible.

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

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

Should it be necessary at any time to move material sheds or storage platforms, the Contractor shall move same at the Contractor's expense, when directed by Owner.

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

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

30. PROTECTION OF FINISHED CONSTRUCTION
Contractor shall assume the responsibility for the protection of all finished construction under the Contract and shall repair and restore any and all damage of finished work to its original state.

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

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

31. PROTECTION IN GENERAL
All structures and equipment shall be constructed, installed and operated with guards, controls and other devices in place.

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

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

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

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

Provide protection against rain, snow, wind, ice, storms, or heat to maintain all work, materials, apparatus, and fixtures, incorporated in the work or stored on the site, free from injury or damage. At the end of the day's work, cover all new work likely to be damaged. Remove snow and ice as necessary for safety and proper execution of the work.
Protect the building and foundations from damage at all times from rain, ground water and back-up from drains or sewers.

Provide all equipment and enclosures as necessary to provide this protection.

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

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

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

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

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

Protect trees indicated on the drawings to remain and trees in locations that would not interfere with new construction, from all damage. Do not injure trunks, branches, or roots of trees that are to remain.

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

32. CLEANING AND WASTE DISPOSAL

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

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

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

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

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

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

Waste materials removed from the site shall be managed by the contractor and disposed of in accordance with all applicable laws, regulations, codes, rules, and standards. Materials that meet the definition of a hazardous waste (Wis. Admin. Code NR 600) shall be disposed through the State's hazardous waste service contract (State Bulletin #15-99145-00), unless otherwise directed in writing by the Owner. The Contractor shall prepare all hazardous wastes for transport and disposal. Arrangements for disposal shall be coordinated through Owner. Charges for transport and disposal of hazardous waste by the Owner's hazardous waste service contractor will be paid directly by the Owner. Other materials
such as soil, debris, sludge, water, etc. generated by project activities which may contain constituents exceeding federal, state, or local environmental cleanup standards must not be removed from the site, or treated and disposed on site without prior written approval of the Owner. The Owner will provide a list of acceptable offsite disposal or treatment facilities for disposal by Contractor. Other unused or discarded materials may be treated as solid waste. Facilities for recycle, disposal or landfill of such items shall be approved by the Owner prior to removal from the site.

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

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

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

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

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

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

33. OPERATING AND MAINTENANCE MANUALS AND INSTRUCTIONS
Contractor shall provide the Owner with two (2) sets of the O&M data for each device, piece of equipment and assembly furnished and/or installed under this contract. Format shall be paper, indexed and labeled and bound in three-ring binders. When duplicate electronic data is available, include electronic media in 3-hole vinyl holders in binders.

The O&M manuals shall include the following:
- Table of Contents
- Contact information (including emergency contact number) for installing contractor, original vendor manufacturer and service provider
- Copy of approved submittals
- As-built control drawings and sequences of operations
- Catalog data or literature with correct model number checked
- Manufacturer’s installation and operation instructions including start-up, break-in, shutdown, seasonal, emergency and special operation procedures
- Manufacturer’s maintenance instructions including procedures and instructions for problem corrections, preventive maintenance, testing, alignment, adjustment and repair
- Complete parts list in an exploded view diagram of the equipment
- Construction Verification Checklists
- Inspection and testing reports
- Maintenance records indicating maintenance performed by contractor prior to substantial completion
- Equipment warranties including terms and conditions and date of inception (substantial completion) and date of expiration
- List of special tools or testing equipment required for the operation, testing or maintenance of the equipment
- For items assembled by the Contractor for special functions, write operating and maintenance instructions

Contractor shall submit to A/E for review, make revisions noted by A/E and provide final O&M data for A/E’s review 30 business days prior to training. Any revisions or changes to the systems and/or equipment post delivery of the final O&M data submittal must be submitted to A/E as an addendum within 30 days of the revision or change.
34. TESTS AND ADJUSTMENTS
The complete installation consisting of the several parts and systems and all equipment installed according to the requirements of the Contract Documents, shall be ready in all respects for use by the Owner and shall be subjected to a test at full operating conditions and pressures for normal conditions of use.

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

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

36. EROSION CONTROL AND STORM WATER MANAGEMENT
Not applicable to Project.

37. AIR QUALITY MANAGEMENT
In accordance with the Department of Administration’s air quality management practice on Ozone Action Days, all contractors shall reduce or limit emissions and particulate matter that adversely affect air quality.

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

- Limit equipment and vehicle refueling to after 6 pm.
- Limit use of gasoline-powered vehicle and equipment.
- Limit excessive idling of diesel-powered vehicle and equipment.
- Limit large scale painting with VOC.
- Limit large scale asphalt roofing and paving.
- Limit and/or control all dust creating activities.

For information on air quality readings on Ozone Action Days refer to: 1-866-324-5924; or http://www.dnr.state.wi.us/org/aw/air/wisards/state.htm

38. CONSTRUCTION WASTE MANAGEMENT
See Section 01 74 19 – Construction Waste Management.

39. GUARANTEE DOCUMENTS
Upon Substantial Completion of project, the Contractor shall submit such written guarantees and bonds to the Owner. Furnish guarantees in triplicate unless otherwise indicated.

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

The daily record of changes shall be the responsibility of Contractor's field superintendent. No arbitrary mark-ups will be permitted.
Once during the month the Contractor shall present at the project, the job copy showing variations and changes to date to the Architect/Engineer and the Owner for their review.

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

41. IMPAIRMENTS AND SHUTDOWNS
All impairments and shutdowns that impact the use of the existing building or other buildings on campus must follow the requirements defined in the Project Impairment/Shutdown Form included in the Project Manual.
Project Impairment/Shutdown Form

Chemistry Wang Lab Renovation
0047-1946

For Impairments/Shutdowns that involve coordination with the Plumbing, Electric, or Steamfitter shops, contractors fill out the information requested below and submit this form to GC approximately 1-week in advance of performing any shutdown within the existing facility. GC will submit form to the appropriate contacts listed on page 2 of this form.

Official shutdown notification shall be made a minimum of **48 Hours** in advance of impairment/shutdown. All shutdowns having to do with life safety will require additional online impairment forms to be completed (links to forms can be found on the UW EHS website under the fire and life safety section or by searching fire their website for “fire and life forms”).

Notice Date:

Contractor:

Foreman’s Name & Number:

Foreman’s Email:

Room Number(s) and/or Locations:

Crew Size:

Dates/Times of Work:

Description of Work:
(add attachment for detailed description)
(add attachment for photos)
(add attachment for plan images)

Disruption to Building Operations:

*Contact distribution information on next page for GC’s use*
*GC to fill out appropriate forms and send documentation to the contacts listed below:

<table>
<thead>
<tr>
<th>Shops</th>
<th>Fire &amp;Life Safety</th>
<th>UW Plumbing Shop</th>
<th>UW Electric Shop</th>
<th>UW Steamfitters</th>
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<tr>
<td><strong>Forms</strong></td>
<td>This Project Impairment Form &amp; online forms as applicable</td>
<td>This Project Impairment Form</td>
<td>This Project Impairment Form &amp; Power Outage Planning Form (for large shutdowns)</td>
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<td>Marcella <a href="mailto:Otter-marcella.otter@wisc.edu">Otter-marcella.otter@wisc.edu</a></td>
<td>Jeff <a href="mailto:Folk-jeffrey.folk@wisc.edu">Folk-jeffrey.folk@wisc.edu</a></td>
<td>Ed <a href="mailto:Corcoran-edward.corcoran@wisc.edu">Corcoran-edward.corcoran@wisc.edu</a></td>
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<td>Pete <a href="mailto:Dahl-pete.dahl@wisc.edu">Dahl-pete.dahl@wisc.edu</a></td>
<td>Russ <a href="mailto:Whitehead-russell.whitehead@wisc.edu">Whitehead-russell.whitehead@wisc.edu</a></td>
<td>Brian <a href="mailto:Culles-Brian.culles@wisc.edu">Culles-Brian.culles@wisc.edu</a></td>
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<td><strong>UW Agency Rep.</strong></td>
<td>Bruce <a href="mailto:McIntosh-bruce.mcintosh@wisc.edu">McIntosh-bruce.mcintosh@wisc.edu</a></td>
<td>Dan <a href="mailto:Stanford-dan.stanford@wisc.edu">Stanford-dan.stanford@wisc.edu</a></td>
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<td><strong>Building Manager</strong></td>
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<td>Todd <a href="mailto:Kiley-takiley@wisc.edu">Kiley-takiley@wisc.edu</a></td>
<td><strong>UW Agency Rep.</strong></td>
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<tr>
<td>1. UW Agency Representative</td>
<td>Name: Megan McBride</td>
<td>Email: <a href="mailto:megan.mcbride@wisc.edu">megan.mcbride@wisc.edu</a></td>
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<td>2. Building Manager</td>
<td>Name: Jeff Nielsen</td>
<td>Email: <a href="mailto:jnielsen@chem.wisc.edu">jnielsen@chem.wisc.edu</a></td>
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<td>3. UW Shops:</td>
<td>Marcella <a href="mailto:Otter-marcella.otter@wisc.edu">Otter-marcella.otter@wisc.edu</a></td>
<td>Jeff <a href="mailto:Folk-jeffrey.folk@wisc.edu">Folk-jeffrey.folk@wisc.edu</a></td>
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SECTION 01 33 00
ELECTRONIC SUBMITTAL PROCEDURES

PART 1 - GENERAL

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

PART 1 – GENERAL
Scope
Reference
Related Work
Definitions
Administrative Requirements

PART 2 – PRODUCTS
Submittal Management System

PART 3 – EXECUTION
Submittal Management System
Contractor’s Review
Architect/Engineer’s Action
Closeout Documentation

REFERENCE
Applicable provisions of Division 01 govern work under this section.

RELATED WORK
SUBMITTALS NOT COVERED BY THIS SECTION INCLUDE:

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

Division 01 General Requirements articles:
"Operation and Maintenance Manuals and Instructions" regarding operation and maintenance manuals.
"Record Documents" regarding record Drawings, record Specifications, and record Product Data.

Other:
01 74 19 “Construction Waste Management” regarding construction waste management submittal requirements.

DEFINITIONS
Submittals: All written and graphic information and physical samples demonstrating compliance with Contract Documents that require Architect/Engineer's review including but not limited to the following: design data, pre-engineered systems certification, product data, product schedule, samples, fabrication drawings, tests and certifications submittals. The terms “Submittals” and “Shop Drawings” may be used interchangeably.
ADMINISTRATIVE REQUIREMENTS
Coordination: Provide adequate submittal processing time to allow completion of the entire project within the time specified in the Contract Documents. Coordinate preparation and processing of submittals with Project Schedule, including:

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

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

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

PART 2 - PRODUCTS

SUBMITTAL MANAGEMENT SYSTEM

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

Provide online training and live technical support for system users.

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

SUBMITTAL LOG: The Submittal Log must include each anticipated submittal, sortable by initial submittal date and by division of work. It must also include the following information for each submittal, arranged in tabular form in the following sequence.

1. Project Name
2. DFD Project Number
3. Contractor Name
4. Specification Section Number
5. Specification Section Title
6. Submittal Description
7. Responsible Contractor or Subcontractor
8. Date of Initial Submittal Required to Meet Project Schedule
9. Date of Final Release or Architect/Engineer Approval Required to Meet Project Schedule
10. Date Initial Submittal Received by Architect/Engineer
11. Date of Initial Response from Architect/Engineer
12. Architect/Engineer Action on Initial Submittal
13. Date Resubmittal Received by Architect/Engineer (if Applicable)
14. Date of Resubmittal Response from Architect/Engineer (if Applicable)
15. Architect/Engineer Action on Resubmittal (if Applicable)
16. Remarks

SUBMITTALS:
Provide Submittals for the following Submittal Types.

Product Data: Provide Product Data information in a single submittal for each element of construction and
type of product or equipment. Include the following information, as applicable:
1. Manufacturer's catalog cuts.
2. Manufacturer's product specifications.
4. Dimensions.
5. Materials of construction.
7. Testing by recognized testing agency.
8. Application of testing agency labels and seals.
9. Notation of coordination requirements.
10. Availability and delivery time information.
11. Wiring diagrams showing factory-installed wiring.
12. Capacities and operational characteristics.
13. Performance and operating criteria, ratings and curves.
14. Operational range diagrams.
15. Clearances required to other construction, if not indicated on accompanying Fabrication Drawings.

Product Schedule: As required in individual Specification Sections, prepare a written summary indicating
types of products required for the Work and their intended location. Include the following information in
tabular form:
1. Type of product, including a unique identifier for each product indicated in the Contract Documents,
or as assigned by Contractor, if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

Fabrication Drawings: Project-specific Fabrication Drawings, drawn accurately to scale. Do not base
Drawings on reproductions of the Contract Documents or standard printed data. Fully illustrate requirements
of the Contract Documents, including the following information, as applicable:
1. Identification of products.
2. Schedules.
3. Dimensions.
5. Compliance with specified standards.
6. Notation of coordination requirements.
7. Notation of dimensions established by field measurement.
8. Relationship and attachment to adjoining construction clearly indicated.
9. Seal and signature of design professional if specified.

Except for templates, patterns, and similar full-size drawings, submit Fabrication Drawings on sheets at least
8-1/2 by 11 inches, but no larger than 30 by 42 inches.
Samples: Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color charts, color range sets; and components used for independent testing and inspection. The electronic Submittal Management System is not intended for transmitting samples.

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

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

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

Attach label on unexposed side of Samples that includes the following:
1. Generic description of Sample.
2. Product name and name of manufacturer.
3. Sample source.
4. Number and title of applicable Specification Section.
5. Specification paragraph number and generic name of each item.

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

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

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

Pre-engineered Systems Certification: Submit electronic files of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

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

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

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

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

SUBMITTALS: Reference Division 01, General Conditions of the General Prime Contractor Contract, Submittals, for submittal requirements in addition to the following.

Prepare and submit submittals required by individual Specification Sections and Part 2 above. Group submittals for related parts of the Work together so processing will not be delayed due to need for concurrent review for coordination. Architect/Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

Enter and maintain submittals in the electronic Submittals Management System, except those not able to be digitally transmitted, such as samples or documents required to be original.

On an attached separate sheet prepared on Contractor's letterhead, record relevant information, requests for data, and revisions other than those requested by Architect/Engineer on previous submittals.

Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from the Architect/Engineer.

Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

The General Prime Contractor is responsible for review and approval of subcontractor and supplier submittals prior to forwarding to Architect/Engineer. Architect/Engineer will not review submittals received from sources other than the General Prime Contractor.

Maintain a current set of submittals and access to electronic access at the construction site at all times.

Product Data: Collect information into a single submittal for each element of construction and type of product or equipment. Submit before or concurrent with Samples. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Fabrication Drawings, not as Product Data.

Samples: Submit Samples per Part 2 above. Provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

Maintain sets of approved Samples at Project Site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

Samples may be incorporated into the Work if so indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use. Samples not incorporated into the Work, are otherwise designated as Owner's property.
Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

Performance Design: Where performance design services or certifications by a design professional are required, provide components, products, assemblies and systems complying with specific performance and design criteria indicated. Include design professional certifications, signature and seal; calculations, the list of codes and standards the design complies with and other factors used in performing these services.

Tests and Reports: Submit test and inspection reports where required with date of test or inspection, name of firm and individual performing the test or inspection.

RESUBMITTALS: Contractor shall contact Architect/Engineer directly to resolve issues prior to making a resubmittal.

CONTRACTOR'S REVIEW
Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Make corrections necessary for coordination and compliance prior to submitting. Stamp each submittal with a dated and signed approval stamp before submitting to Architect/Engineer.

ARCHITECT/ENGINEER'S ACTION
Architect/Engineer will review each submittal, make marks and/or provide written comments to indicate corrections or revisions required, and return it. Architect/Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

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

END OF SECTION
SECTION 01 62 10
PRODUCT OPTIONS AND SUBSTITUTION REQUIREMENTS

PART 1 – GENERAL

SUMMARY
Section Includes:
- Procedures, requirements and limitations for considering substitutions.
- Criteria for selecting product options and substitutions.

DEFINITIONS
"Product" means material, equipment, assembly, system, manufacturer, brand, trade name, element, item or similar as applicable.
- Provide new products free from defects and deficiencies unless otherwise noted.
- Provide components and accessories necessary for a complete system by same manufacturer unless otherwise specified.
- Terms such as “approved substitute”, "equal to", "accepted by", "approved by", or other synonymous terms mean that acceptance of proposed product is subject to approval by Architect after submittal requirements are met. Architect’s decision is final and binding.
- Available Manufacturers: See below.
- Except where "no substitutions", "same as existing" or "match existing" are noted, term "or approved substitute" is implied throughout, subject to prior approval conditions specified including where the term "Available Manufacturers" is included.

SUBMITTALS
Submit requests for substitution in writing to Architect at least 10 calendar days prior to bid date and hour. Requests received after this time will not be considered.
Clearly define and describe proposed substitute product including following items:
- Fully completed UW System- Substitution Request Form.
- Manufacturer’s printed information supporting claim that proposed product meets specified requirements.
- Literature, Specifications, Drawings, Model Numbers, Cut Sheets, Performance Data.
- List of reference projects of similar size, value and complexity.
- Other information necessary to completely describe item.
- Other information necessary to completely describe item.
- Provide a point by point comparison between key features of specified Basis of Design item and proposed substitution.
- Provide submitted materials marked with Article and Paragraph references from Specification using highlighter, marker and flags on pages to facilitate review and show that substitution meets specified requirements.
- Provide a letter indicating requestor has reviewed Contract Documents and examined site (if needed) and that proposed substitution meets specified requirements.
- Accepted substitutions will be published in writing. No information or indication of acceptance will be provided by means other than written Addendum during bidding or Architect’s written construction administration document following bidding. Refer to “Limitations on Substitutions after Bids or During Construction” in this Section.
- Bid and construct according to Contract Documents unless approval of substitution is provided in writing. Architect is not obligated to state reasons for rejecting substitution.

LIMITATIONS ON SUBSTITUTIONS AFTER BIDS OR DURING CONSTRUCTION
Intent is to limit unnecessary substitutions after bids. Changes will not be allowed to accepted list of products, except when specified or accepted product subsequently is determined as not meeting requirements of Contract Documents or product becomes unavailable, and then only under following conditions:
Orders were placed in timely manner as required after list of materials is accepted. No excuse or proposed substitution will be considered for products due to unavailability unless proof is submitted that firm orders were placed in a timely manner.

Reason for unavailability is beyond control of Contractor: prolonged strikes or lockouts which will delay Project to an extent unacceptable to Owner, bankruptcy, discontinuance of a product, delays or Acts of God or other similar reasons.

Request for substitution is submitted in writing within 10 days after date Contractor becomes aware product does not comply with specifications or has become unavailable, accompanied by supporting evidence.

No extra cost to Owner.

Substitution does not compromise design intent or quality required.

Substitute product is acceptable to Owner and Architect.

Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.

Requested substitution does not require revisions to Contract Documents.

Requested substitution is consistent with the Contract Documents and will produce intended and indicated results.

Substitution request is fully documented and properly submitted.

Requested substitution will not adversely affect Contractor's Construction Schedule.

Requested substitution has received necessary approvals of authorities having jurisdiction.

Requested substitution is compatible with other portions of Work.

Requested substitution has been coordinated with other portions of Work.

Requested substitution provides specified warranty.

If requested substitution involves more than one trade, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to installers involved.

**PART 2 – MATERIALS**

**PRODUCTS**

Architect and Owner reserve right to accept or reject proposed product. Should a proposed product be unable to meet requirements to satisfaction of Architect, product shall not be used. No additional compensation will be allowed for required Work resulting from use of product accepted by Addendum.

Use only one brand, manufacturer, source or type for like products unless otherwise approved or specified. Contractor is obligated to do so unless otherwise approved in writing.

Provide pricing based on products listed in Contract Documents. Contract award is based on use of specified products or substitutions approved prior to bidding or pricing.

By execution of Contract, Contractor agrees and understands Work will be accomplished with products specified or accepted by substitution.

Basis of Design Products:

- Reference to "Basis of Design" and a named specific product or manufacturer is intended to establish criteria for use of that product and manufacturer based on that products published information whether or not those criteria are explicitly stated in Specifications.

- Criteria may establish higher performance requirement than specified reference or performance standards. Such reference is intended to establish minimum level of quality, standard of design, function, appearance, type, strength, durability, construction, efficiency, sound level, finish, appearance, availability, service and similar characteristics determined necessary for Project.

- Specification criteria including basis of design products are considered as a whole.

- Other products or manufacturers listed meet features, performance, appearance and other criteria established by that product or manufacturer even if product must be customized to meet those criteria.

- When other products are listed in a Section those products may be used if they meet entire
specification criteria including criteria implied by product listed as basis of design. Meeting some
requirements but not meeting criteria established by basis of design product does not qualify as
meeting specified requirements.

- Products or manufacturers accepted for substitution will be acceptable provided they fully comply
with requirements and match basic and essential criteria of product used for basis of specification or
design, including level of fabrication quality, as determined by Architect.

Reference Standards for Products:
- When references to Federal Specification, ASTM Standard, American National Standards Institute
(ANSI) or similar association standards are listed for product quality, provide an acceptable affidavit
certifying that proposed substitution for this Project meets with same standard.
- Submit supporting test data to substantiate compliance.

Substitute Products Shall:
- Be available in same range of colors, textures, dimensions, gauges, types, and finishes as specified
product.
- Be equal to specified item in strength, durability, efficiency, serviceability, ease and cost of
maintenance.
- Be compatible with building design.
- Not necessitate design modifications.
- Not impose additional work or require changes in work of Prime Contractor, or other Subcontractor,
vendor, or materials supplier.
- Not add cost to Owner.
- Be similar in essential fabrication features.

Contractor, supplier or manufacturer providing accepted substitute product shall bear cost of required
modifications to spaces, services, utilities and other features as result of accepting substitute products,
including but not limited to:
- Larger capacity mechanical or electrical service, devices or utilities resulting from acceptance of
product for bidding purposes.
- Modification to pipes, conduits, ducts, and controls for conveying, distributing, and controlling those
services or utilities.
- Modification to insulation, wrappings, coatings, or other integral features of lines or items conveying those
lines.
- Timely Placement of Product Orders: Place product orders in a timely manner, within ten days after
acceptance of submitted list of materials.

LABELS, NAMEPLATES AND TRADEMARKS
- Provide permanent nameplate on each item of service-connected or power-operated equipment. Locate
nameplate on easily accessible surface.
- Nameplate shall indicate manufacturer, model number, serial number, capacity, speed, electrical
characteristics and similar essential operating data.
- UL fire rating labels and other labels which must be visible after installation shall be located on
inconspicuous surfaces.
- Other labels and trademarks shall be located on concealed surfaces or shall be removable without
damaging surfaces.
- Do not permanently attach or imprint labels or trademarks on surfaces which will be exposed to view
in occupied spaces.
- Do not paint, deface or conceal required nameplates or labels.

PART 3 – EXECUTION
   Not Used

END OF SECTION
SECTION 01 73 29
CUTTING AND PATCHING

PART 1 GENERAL

SUMMARY
Section Includes:
Cutting, demolition, removal, patching and restoration of Work to accomplish and complete Work under this Contract.
Relocation or reuse of existing materials, equipment, systems, or other work, as well as disposition of salvaged materials or debris.
This Section applies to each subcontractor under this Contract.

Related Sections:
Section 02 41 19 – Selective Demolition.

DESCRIPTION
Drawings show design intent for scope of demolition, removals, relocations and cutting. Drawings may not show or indicate each Work item needed and may not indicate each condition or detail encountered to accomplish Work of this Contract.
Examine spaces to determine actual conditions and requirements. Perform removal, demolition, cutting, restoration, new installations and other Work to accomplish new conditions required under Contract including connection of new to existing.
Each trade is to perform demolition, cutting, removals, relocations, patching and restoration required to accomplish Work under each Subcontract.
Mechanical Subcontractor removes or relocates piping, ductwork and other items typical to its trade.
Electrical Subcontractor removes or relocates panelboards, conduit, lighting and other items typical to its trade.
General Construction demolishes and removes abandoned or unwanted electrical or mechanical materials and other general construction items in space.

SUBMITTALS
Schedule: Submit schedule indicating proposed sequence of operations for demolition work to Owner's Representative for review prior to start of work. Include coordination for shutoff, capping, and continuation of utility services as required, together with details for dust and noise control protection.
Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
Coordinate with Owner's continuing occupation of portions of existing building and with Owner's partial occupancy of completed new addition.

QUALITY ASSURANCE
Skilled Mechanics: Accomplish all work of cutting, removal, demolition, relocation, patching and other restoration by using only mechanics skilled in the trade. If necessary, sublet the work to skilled contractors or subcontractors.
Structural Work: Where Work of removals, demolition, cutting and similar work involves structural consideration, avoid damage and preserve safety of structure and persons.
Particular care must be taken where demolition or removals occur adjacent to occupied areas. Employ if necessary competent and qualified technical assistance to develop safe methods and techniques to accomplish the work, including for temporary shoring and supports, methods of removal and other considerations.
Each permanent or temporary supports shall be so designed and placed by considering each loads and shall be carried down to sound bearing.
Hazardous Substances: If removals, demolition, cutting and similar work results in discovery or impact to possible hazardous substances and/or harmful physical agents, such as asbestos fibers, or polychlorinated biphenyl (PCB), avoid damage to hazardous substance and protect safety of persons. Immediately notify Owner and Architect in accordance with provisions of AIA General Conditions.


COORDINATION

Coordination: Coordinate Work of this Section with each subcontractors so Work will progress without interruption and minimum delays. Contractor must also coordinate and schedule Work with Owner where possible disturbance may occur and where relocations or other potential disruptions of Owner's functions and services may occur. Work affecting Owner's functions and services shall be performed at times acceptable to Owner.

PART 2 DISPOSITION OF MATERIALS

UNSAVAILABLE MATERIALS

Remove unsalvable materials in a manner that will avoid damage to materials or equipment which will remain. Completely remove and legally dispose away from the site.

PART 3 EXECUTION

INSPECTION

Inspect existing conditions, including elements subject to damage or movement during cutting and patching.

After uncovering, inspect conditions affecting performance of work.

Beginning of cutting or patching means acceptance of existing conditions.

TEMPORARY PROTECTION

Provide temporary bracing, shoring, needling and support during demolition, cutting, remodeling and related new construction as necessary for the execution of the Work and the protection of persons and property. Perform all work with appropriate supports, protection and methods to prevent collapse, settling or damage to property or persons. Provide adequate supports for the loads to be carried, with loads properly distributed, including to lower levels and sound bearing, if necessary.

Provide protective coverings and enclosures necessary to prevent damage to existing spaces and materials to remain. Protect openings in exterior walls and roofs so as to prevent damage from water and the elements and prevent excessive heat loss from the existing buildings. Coordinate work and removals at exterior, including roof, by scheduling and performing to maintain watertight installation. Seal areas left temporarily unfinished to prevent damage to existing roof or other materials and furnishings of existing building.

Provide dustproof temporary enclosures (including above ceilings) separating areas under demolition and remodeling from the remainder of the building as well as temporary filters at duct work. Provide temporary hinged doors in temporary enclosures where necessary. Temporary and permanent doors shall be completely sealed with tape or other suitable material during demolition work and shall remain sealed until dust has settled.

Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

DEMOLITION AND CUTTING
Demolish and remove existing construction as shown, indicated or required to be removed to accomplish the Work. Where new Work is to be installed in or adjacent to existing construction or existing work is to be replaced, remove or cut the existing construction as necessary to complete the Work of the Project.

Execute work with care. Existing construction that is to remain which is loosened, cracked, or otherwise damaged or defaced as a result of the Work and is unsuitable for use intended shall be removed and replaced at no additional cost to the Owner.

Debris from upper levels shall be transported to ground in covered chute or other approved means. No free-fall debris removal is permitted. Moisten debris with spray where practical. Take all precautions to minimize dust.

Clean demolition areas and remove debris, waste and rubbish from the building at the conclusion of each day's work. Transport debris and rubbish in such a manner so as to prevent spread of dust. Do not store or permit debris storage at site. Do not burn debris, rubbish or waste at the site. Keep adjacent areas unencumbered and clean. Keep walks and similar areas broom clean.

**PATCHING, REMODELING, REPLACEMENTS AND RESTORATION**

Patch or otherwise restore disturbed existing construction as indicated on Drawings and schedules, or as otherwise required to restore the work and surfaces. Patching or restoration shall be carried to natural breaks (i.e., corners) wherever possible. Where existing construction is removed, cut or otherwise disturbed by Work of the Project, patch defective and incomplete surfaces. Repair damage to existing construction which is to remain.

Patching work shall be done by skilled mechanics experienced in the particular type of work involved. Patching work shall conform to the standards of the Specifications where applicable and where not specified, work shall conform to the highest standards of the trade.

Patch existing construction to match existing work (unless otherwise called for) except provide new materials and accomplish as for new work. Examine existing surfaces to be patched before proceeding with the work. Report all conditions where existing materials, colors and finishes cannot be matched to the Architect and Owner, and do not proceed until instructions have been given.

Existing construction that has been damaged as a result of the Work shall be repaired to an extent and as required to match adjacent existing undamaged construction.

Thoroughly clean and prepare all surfaces to receive new finish or covering. Completely remove dirt, dust, grease, oil, paint, loose materials and soil. Clean, etch where necessary, and place surfaces in most suitable condition for the finish.

**ADJUSTMENTS**

Where partitions are removed, patch floors, walls, and ceilings, with finish materials to match existing. Where removal of partitions results in adjacent spaces becoming one, rework floors and ceilings to provide smooth planes without breaks, steps, or bulkheads. Where extreme change of plane of two inches or more occurs, request instructions from Architect as to method of making transition.

Trim and refinish existing doors as necessary to clear new floors.

**MECHANICAL AND ELECTRICAL WORK EXPOSED**

Where unknown mechanical piping, ductwork or electrical conduit is exposed during removal of partitions, walls or floors and ceilings, the removal or rerouting shall be accomplished by the Mechanical or Electrical Subcontractor as applicable. Locate mechanical and electrical work where directed and connect to maintain all functions in proper operation. Abandoned piping may be left in place where it is concealed in floors or walls, providing that it is disconnected from its source and capped. There shall be no "dead end" water, sewer, gas, or vent piping existing in the completed work.
Accomplish removals, capping or otherwise terminating services which are abandoned or need to be abandoned, and rerouting of mechanical and electrical work without additional cost to the Owner, whether shown or noted on drawings or otherwise encountered.

**WORK AT EXISTING ROOF**

Verify with the Owner to ascertain the existence of an existing roof bond or guarantee. Cutting and patching of existing building roof shall be performed with compatible materials using methods so as not to invalidate any current bond or guarantee. Cutting of all openings through roof shall be done by manufacturer's licensed or approved roofing contractor. Arrange with the manufacturer who furnished the roof bond or with the roofer who provided the roof guarantee for an examination of the complete work and provide two copies of an acknowledgement and/or approval to the Owner indicating that such bond or guarantee (if any) will remain in effect.

Spud off gravel about 4 feet back from roof penetration at areas indicated on roof plan and/or details at existing roof construction. Remove and patch materials to extent indicated. Feather roofing plies back, down to existing insulation; remove cut or damaged insulation and provide new insulation where required. New felts shall overlap each other and stagger back onto existing roof at successive plies. Provide at least four (4) plies. Flood coat new roof membranes and regravel where required.

At existing membrane roof system, cut and patch membrane and insulation as required at penetrations. Remove and patch materials to extent indicated. Remove cut or damaged insulation and provide new insulation where required. Regravel where required.

**WORK OF EACH CONTRACT**

The Contractor and each subcontractor must carefully review the Contract Documents including those primarily for other trades with respect to the coordination of the demolition, removal and remodeling work and perform such removals normal to their trades as may be shown, noted or otherwise required. Cutting and patching incidental to demolition, removal and/or remodeling of general construction work shall be construed as the work of the General Contractor when shown or indicated on the general construction drawings or schedules or specifically noted or called for on documents primarily for other trades as being accomplished by the General Contractor. Other subcontractors (mechanical or electrical) are responsible for such other cutting, demolition, patching, replacement and restoration as may be required to accomplish their part of the Work.

**PAINTING**

Each major subcontractor (mechanical, electrical) shall be responsible for painting or repainting of patched or remodeled areas where they have performed work, except for those areas shown or required to be remodeled under the general construction drawings, specifications or schedules, in which case, the new, patched and remodeled paintable surfaces shall be repainted by the General Contractor. It is the intent that the mechanical and electrical subcontractors are responsible to paint or repaint surfaces at locations where demolition, cutting and patching has been accomplished only for their work.

Painting, including preparation, materials, workmanship and number of coats shall comply with Section 099000 - Painting. Painting of surfaces patched shall extend to natural breaks, such as corners, as approved by the Architect and Owner.

**FLOOR PREPARATION (EXISTING SLABS)**

Prepare existing concrete slabs for the installation of various floor finish materials, i.e., VCT, ceramic and quarry tile, carpet (glue-down), concrete topping.

Roughen surfaces which are glossy or which have loose surface material or curing sealers by sanding, scarifying or acid etching as required. Remove surface material that is not compatible with adhesive. Clean thoroughly to remove all oil, dirt, sealer materials and dust.

**CLEANING**

Perform periodic and final cleaning.
Clean Owner-occupied areas daily.
Clean spillage, overspray, and heavy collection of dust in Owner-occupied areas immediately.
At completion of work of each trade, clean area and make surfaces ready for work of successive trades.
At completion of alterations work in each area, provide final cleaning and return space to a condition suitable for use by Owner.

END OF SECTION
SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT

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

PART 1 - GENERAL
Related Work
Definitions
Diversion Goal
Submittals
Construction Waste Management Plan

PART 2 - PRODUCTS  Not Applicable

PART 3 - EXECUTION
Construction Waste Management Plan Implementation

PART 1 - GENERAL

RELATED WORK
Other Applicable provisions of Division 01 shall govern all work under this Section.
Section 02 41 13 Demolition

DEFINITIONS
Clean: Untreated and unpainted; not contaminated with oils, solvents, sealant (caulk), or the like.
Construction Waste: An umbrella term for construction, demolition and remodeling solid waste, typically including extra building materials, rubble & material that has reached the end of its useful life for its intended use, packaging, trash & debris incidental to the project construction. Construction Waste includes salvageable, returnable, recyclable, and reusable material.
Diversion Goal: Percentage of Construction Waste material (by weight or by volume) which is intended to be reused, recycled, returned or otherwise salvaged and thus diverted from landfill.
Hazardous Waste: Waste that is ignitable, corrosive, toxic and/or reactive and poses substantial or potential threats to public health or the environment. Hazardous Waste is not recyclable and not included when calculating Diversion Goal or percentage and shall be disposed of according to the General Requirements.
Landfill Tipping Fees: Monies paid for burying non-recyclable Waste in the landfills.
Recycle: To sort, clean, treat & reconstitute or remanufacture Construction Waste materials for reuse in the same form or some altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
Return: To give back reusable items or unused products to vendors for credit.
Reuse: To reuse a Construction Waste material on the project site.
Scrap Revenue: Monies received by the hauler for recyclable materials.
Trash: Non-hazardous products or materials unable to be reused, returned, recycled, or salvaged.
WasteCapTRACE (TRACE): Online submittal and reporting tool for Construction waste management. Contractors bear no cost for using TRACE. Information about TRACE may be obtained at http://www.wastecap.org/resources/wastecaptrace/.

DIVERSION GOAL
Divert 75% by weight or volume of total waste generated through Substantial Completion.

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

CWM Plan: Required prior to commencing demolition, construction or waste removal activities and no later than 15 days after Notice to Proceed.

CWM Final Report: At Substantial Completion, the General Prime Contractor shall submit a Final Report summarizing total waste and trash quantities and rates for all Contractors over the course of the project.

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

CONSTRUCTION WASTE MANAGEMENT (CWM) PLAN
The CWM Plan shall include, but is not limited, to the following:

Schedule - Include milestones and key reporting dates of construction waste management.

Trash Materials List - Include estimated quantities and types of materials expected to be discarded as trash.

Diverted Materials List - Include estimated quantities and types of Construction Waste materials anticipated to be salvaged, reused, returned or recycled. Identify applicable markets for reuse and/or recycling. At a minimum, include scrap metal and all other materials required by statute or regulation to be recycled (e.g., cardboard, cans, bottles, office paper, fluorescent tubes, refrigerants, mercury, etc.). Other recyclable materials may include, but are not limited to:

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

Brick: Can be reused whole, or crushed for use as landscape cover, sub-base material or fill.

Building Components and Fixtures: Windows, doors, cabinets, hardware, plumbing and electrical fixtures may be salvaged. Porcelain plumbing fixtures may be crushed for fill.

Carpet and Carpet Pad: Carpet may be able to be reused or recycled if sufficient quantities are generated. Store clean, dry carpet and pad in a closed container or trailer.

Ceiling Panels: Ceiling panels may be able to be recycled if sufficient quantities are generated. Sort by size, palletize, and shrink-wrap for shipment to and recycling by a ceiling tile manufacturer.

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

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

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.
Dimensional Lumber, Oriented Strand Board, Plywood, Crates, and Pallets: Large pieces can be reused. Wood unsuitable for reuse may be used to manufacture particleboard and other composite wood products, chipped or shredded for use as animal bedding, landscape use, groundcover, mulch, compost, pulp, or process fuel. Painted or treated wood may not be recycled. Some recyclers have equipment to remove nails.

Doors and Hardware: May be reused. Brace open end of door frames and leave door hardware attached to doors, except for removing door closers.

Glass Containers: Recycle as glass.

Gypsum Board: Clean Standard, Type X, and Plaster Base (standard blue board) drywall, free of tape, joint compound, paint, nails, screws, or other contaminants may be processed and spread as a soil amendment. (Gypsum wallboard WR (green), Sheathing (brown/black), Mold Resistant Panels or Specialty Type X cannot be used due to additives unsuitable in soil amendments.)

Lighting Fixtures: Separate lamps by type and protect from breakage.

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

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

Vinyl: Siding, window extrusions, floor tiles, and sheet flooring may be able to be separated for recycling into new vinyl products.

• **Separation and Materials Handling Services and Equipment:** Description of how Construction Waste materials will be separated, cleaned (if necessary), protected from contamination and diverted, and the entity who will perform those services.

• **Documentation Procedures:** Method to collect data and document materials leaving the project site as Trash or diverted for recycling for incorporation into the CWM Progress Reports.

• **Educational and Motivational Procedures:** Means and methods the General Prime Contractor will employ to ensure full participation of all project construction personnel in CWM Plan activities. These might include periodic meetings, demonstrations, incentive/reward programs, etc.

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

**PART 3 – EXECUTION**

**CONSTRUCTION WASTE MANAGEMENT IMPLEMENTATION**

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

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

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

• **Separation Facilities:** General Prime Contractor shall lay out and identify a specific area on the site and shall provide sorting bins for separating materials for recycling, salvage, reuse, and returns. The General Prime Contractor shall clearly identify the recycling area and sorting bins with durable signs and shall keep it neat and clean to avoid contamination of materials.

Acceptable sorting methods are:
— Sorting recyclable materials at the Project site and transporting them to recycling markets directly from the Project site.

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

END OF SECTION
SECTION 01 91 01
COMMISSIONING PROCESS

PART 1 - GENERAL

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

PART 1 - GENERAL
Scope
Commissioned Systems
Reference
Definitions
Submittals

PART 2 - PRODUCTS
Equipment

PART 3 - EXECUTION
Meetings
Scheduling
Issues List
CxP Site Visits
Construction Verification
Functional Performance Testing
Operation and Maintenance (O&M) Data
Agency Training

COMMISSIONED SYSTEMS
Division 21 - Fire Suppression
Division 22 - Plumbing
Division 23 - HVAC
Division 26 - Electrical
Division 27 - Communications
Division 28 - Electronic Safety and Security

REFERENCE
Applicable provisions of Division 01 govern work under this section. Note in particular:
General Conditions, Article 15 – Quality Control & Inspection
General Requirements, Article 33 – Operating and Maintenance Manuals and Instructions

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

Commissioning Provider (CxP): The entity identified by the UW Madison Project Representative to lead, monitor, coordinate and report on project commissioning activities. The commissioning provider will be the project A/E.

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

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

SUBMITTALS
Reference the General Conditions of the Contract for submittal requirements.
PART 2 – PRODUCTS

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

PART 3 – EXECUTION

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

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

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

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

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

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

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

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

Contractor shall periodically review the construction verification schedule with the CxP allowing advance notice of activities of 5 business days so that the CxP may witness as deemed necessary. If CxP identifies more than a 10% discrepancy rate during confirmation of construction verification, the contractor shall correct all deficiencies and revalidate all items covered by that checklist and resubmit new checklists. The cost of reconfirmation of construction verification due to equipment or construction deficiencies is the responsibility of the contractor and subject to deductive change order at UW Madison Project Representative’s discretion. Correction of deficiencies and revalidation are the responsibility of the contractor and are not subject to time extensions or delay claims.

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

FUNCTIONAL PERFORMANCE TESTING
Complete the functional performance test procedures included on the functional performance test forms in each Division’s Commissioning Section on this project. Coordinate with UW Madison Project Representative, A/E and CxP so they may witness and document test results. If the forms include a “SAMPLE” water mark then the AE will edit the forms prior to the start of testing. If forms do not include a “SAMPLE” water mark, then they are the forms that will be used for the testing.
Contractors are responsible for completion and coordination of their work with all trades prior to testing, preplanning testing procedures, performing preliminary functional performance testing using test forms, insuring necessary staff and resources are on hand and expediting testing. This includes completion of testing and balancing by the HVAC contractor required for successful functional performance testing. Failure to complete or coordinate work, preplan or have staff and resources available to carry out testing will result in retesting. Submit completed preliminary functional performance test forms to CxP for review prior to scheduling testing for witnessing.

Contractor shall coordinate functional performance testing with UW Madison Project Representative, the A/E, CxP and Agency and notify partisan 5 business days prior to testing so that they may witness and document the test results. All contractors involved with specific assemblies, components, equipment, systems and interfaces shall have qualified installers and technicians present at the same time working together to perform testing and demonstrate correct performance through all operating and failure modes and compliance with contract documents and manufacturer’s recommendations.

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

With UW Madison’s Project Representative oversight, the CxP is responsible for witnessing functional performance testing and recording the results and deficiencies. Correct minor deficiencies during testing. Deficiencies that cannot be corrected during testing will be documented and subject to retest. Retesting will continue until no deficiencies remain.

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

- Incomplete work and/or coordination with others
- Inadequate preparation of systems for testing
- Inadequate preplanning
- Inadequate staff, equipment, tools or resources for testing
- Material, equipment or construction deficiencies
- Incomplete or failed test due to reasons under the Contractor’s responsibility

The cost of retesting is the responsibility of the contractor and subject to deductive change order at UW Madison Project Representative’s discretion. Correction of deficiencies and retesting are the responsibility of the contractor and are not subject to time extensions or delay claims.

OPERATION AND MAINTENANCE (O&M) DATA
Reference Division 01 General Requirements.

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

END OF SECTION
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Form A — Affidavit of Compliance


Project Title ____________________________

Project Location ____________________________  Project No. ____________________________

The State of Wisconsin has an active Diversity Business Initiative. The purpose of this initiative, in the interest of fairness and equity, is to encourage increased voluntary expenditure of State construction dollars by prime contractors under subcontracts with MBE / DVB firms. Please refer to the checklist on page 2 of this form which is provided to assist you in this effort.

To that end, the bidder’s commitment for MBE participation on this project is ______ % and DVB participation is ______ %.

The State of Wisconsin, Department of Administration, Division of Facilities Development reserves the right to reject and disqualify any bidder who does not include this completed form and who fails to comply with the State’s bid requirements as outlined in the bid specifications.

I, the apparent low bidder, acknowledge, understand and agree to comply with my commitment for MBE/DVB participation on this contract including submission of all information required.

I attest that, to the best of my knowledge, all of the above information is true and correct.

Dated (mm/dd/ccyy) ____________________________  ____________________________ Authorized Signature

_____________________________  Printed Name

_____________________________  Title

_____________________________  Company Name

_____________________________  Telephone Number

State of ____________________________

County of ____________________________

On this ________ day of _________________, 20 ______, I confirm that ____________________________

Bidder’s Name
came before me and signed the document for the purposes stated.

I witness, and set my hand and official stamp or seal.

_____________________________
Notary Public

_____________________________  County, State of ____________________________

My Commission expires ____________________________, 20 ______

This form can be made available in alternate formats to individuals with disabilities upon request.
“Good Faith Effort” To Obtain Minority Business Enterprise / Disabled Veteran-Owned Business Participation

All “Yes” boxes must be checked to ensure that a “Good Faith Effort” has been made to obtain MBE participation.

- Have you checked the State of Wis. Minority Business/Disabled Veteran-Owned Business directories?  
  doa.wi.gov  
  □ Yes □ No

- Have you made an early (prior to bidding) contact with the Supplier Diversity Program office to solicit their assistance in getting MBE/DVB participation on the project?  
  Tel. (608) 267-7806; Fax (608) 267-0600; email domingoe.leguizamon@wisconsin.gov  
  □ Yes □ No

- Have you provided MBE/DVB firms adequate project information about plans, specifications and requirements pertaining to their work?  
  □ Yes □ No

- Have you communicated with any MBE/DVB that performs the type of services needed for the project and was there any follow-up?  
  □ Yes □ No

- Was MBE/DVB participation advertised (newspaper, radio, etc.) for this project?  (You may be asked to submit evidence.)  
  □ Yes □ No

- Did you contact any MBE/DVB trade associations to assist in locating MBE/DVBs or have you made contact with any MBEs/DVBs that may not yet be certified by the State?  (You may be asked to verify.)  
  □ Yes □ No

- Have you determined if there are other possible opportunities for MBE/DVB participation such as suppliers, haulers, etc. or using a group of MBEs/DVBs jointly?  
  □ Yes □ No

- Have you considered creating a plan of action with the assistance of the Supplier Diversity Program office to ensure that future contracts can have MBE/DVB participation and meet the construction requirements and goals of the State?  (These plans may include mentoring, technical support and other innovative opportunities.)  
  □ Yes □ No

- Did you negotiate in good faith?  (You may be asked to verify.)  
  □ Yes □ No
REQUEST FOR SUBMITTAL APPROVAL

Project Name: ________________________________  Project No. ________________________________
Contractor Name: ________________________________  Contractor Phone No. ________________________________
Subcontractor/Supplier Name: ________________________________  Specification Section No. ________________________________

a. This Submittal is made under the provisions of the General Conditions of the Contract Documents. The Contractor makes an express warranty to the Owner, by express affirmation, that if installed into or made a part of this project, the work which forms the basis of this Submittal will conform to the design requirements of the Contract Documents.

b. It is the purpose of this Submittal to describe the goods proposed for use by the Contractor and to demonstrate conformance of that description to the Contract Documents.

c. At the time of this submission, the Contractor acknowledges awareness that the purpose of this Submittal is to obtain the Owner's authorization to use this Work for purposes of Contract Document compliance by the Contractor, and further, that the Owner, in doing so, relies upon the skill, judgment and integrity of the Contractor to insure that this submitted Work complies with requirements of the Contract Documents. Contractor hereby acknowledges that it has, through the use of its own resources, found and selected the Work submitted herewith and that the Work submitted is usable for the purpose of being fit and suitable in the final construction under this Contract Documents.

d. Notwithstanding any provision of this Contract Documents to the contrary, the Contractor hereby notifies the Owner that the following features of the Submittal MAY NOT BE IN CONFORMANCE with Contract Document requirements, but nevertheless asks approval thereof. (Contractor shall include brief, specific description of each potential nonconformity. If NONE, Contractor shall so state.)

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☐ Check if additional page(s) of potential nonconformity are attached.

Signed ________________________________  Contractor’s Authorized Representative ________________________________  Date ________________________________

Note: Contractors are required to copy and use this form as a cover sheet accompanying all submittals, as described in the General Conditions of the Contract Documents. All pages of submittals are to be consecutively numbered, with a front index page listing the total sequence of pages included.

This form can be made available in accessible formats to qualified individuals with disabilities upon request.
# Request for Subcontractor Approval

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<td>Contact Person</td>
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<td>Prime Contractor Business Certification</td>
<td>Contract Amount</td>
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<td>MBE*</td>
<td>DVB*</td>
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The use of any subcontractors for this project must have prior approval by the Owner.

☐ No Subcontractors will be used on this project

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<tr>
<th>Subcontractor Name / Phone Contact Person / Email</th>
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<th>Type of Work/Service</th>
<th>Estimated Contract Amount</th>
<th>MBE*</th>
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* MBE Minority Business Enterprise / DVB Disabled Veteran-Owned Business

☐ Additional Pages Attached

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For Owner Use Only

Screened By | Date (mm/dd/ccyy)
---|---

☐ Subcontractors Approved

☐ Subcontractors Approved Except as Noted

Printed Name

Title

---

This form can be made available in alternate formats to individuals with disabilities upon request.
PERFORMANCE BOND (100%)

This Surety Bond instrument is hereby executed to guarantee performance of a proposed contract between the herein named Principal and the State, dated ________________, 20__, a copy of which is hereto attached and made a part hereof, herein called “Contract,” for the construction of:

Project Title ____________________________________________________________

Project Location _______________________________________________________

Project Number ___________________________ Contract For _________________ work.

All, General, HVAC, Roofing, Etc.

KNOW ALL PEOPLE BY THESE PRESENTS That _____________________________

Name of Contractor

of ___________________________ as contractor, herein called "Principal", and _____________________________

Name of Surety

of ___________________________ as Surety, herein called ___________________________

City and State

City and State

"Surety", are held firmly bound to the Board of Regents of the University of Wisconsin System herein called "the Owner", in the amount of $ ________________ for the faithful performance of the Contract as hereinafter set forth. For the payment of which, well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the said bounded Principal shall promptly and faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the Contract, in all respects, and within the time prescribed in the Contract (or as such time may be extended as provided in the Contract), and shall indemnify and save harmless the Owner, its officers, employees and agents against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by Principal or its subcontractors, and shall in all respects perform the Contract according to law, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

FURTHER, that no change, extension of time, alteration or addition to the work to be performed, or amount of, the Contract shall in any way affect Principal’s or Surety’s obligations on this bond, and Surety does hereby waive notice of any change, extension of time, alterations or additions thereunder.

PROVIDED, FURTHER, that the undersigned states that pursuant to express authority the corporate seal affixed to this instrument is the seal of this surety company, that the seal was affixed and this instrument was executed for and on behalf of this surety company; that authority has not been revoked by this surety company; that this instrument was executed as the free act and deed of this surety company; that the certificate of authority from the Commissioner of Insurance showing authority of this surety company to transact business in the State of Wisconsin has been obtained and will be provided to the Owner upon request; and further, that this surety bond was written through an agent duly licensed as such on the date thereof.
IN WITNESS WHEREOF, this instrument is executed this the ___ day of ________________, 20___.

FOR THE PRINCIPAL
By ________________________________ Corporate Secretary Signature
(Seal)
President, Partner or Individual Signature
Witnessed by ________________________________
Witnessed by ________________________________
Two witnesses must attest above signatures.

FOR THE SURETY
By ________________________________
(Seal)
*Corporate Secretary Signature
Attorney in Fact or Authorized Officer
Street or PO Box
City, State and Zip Code
Telephone Number
Email Address
(This email address will be used to notify Surety of Project Start Date)

ACKNOWLEDGEMENT
STATE OF _________________ ) ss
COUNTY OF _________________ )

I, ________________________, a Notary Public of said County and State, do hereby certify that ________________________________, Attorney-in-Fact or authorized officer of ________________________________, Name of Surety
who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument for and on behalf of ________________________________, Name of Surety
and purposes therein set forth.
Given under my hand and notarial seal at my office at ________________________________, City State, in said county,
this ______ day of ________________, 20___, A.D.

____________________________
Notary Public
My commission expires ____________________________

This Performance Bond is

APPROVED

____________________________
University of Wisconsin System

* If signatory is a corporation, Secretary of corporation shall attest, otherwise leave blank.
PAYMENT BOND (100%)

This Surety Bond instrument is hereby executed to guarantee payment of certain amounts related to a proposed contract between the herein named Principal and the State, dated ______________, 20__, a copy of which is hereto attached and made a part hereof, hereinafter called “Contract,” for the construction of

Project Title ____________________________________________________________

Project Location _________________________________________________________

Project Number ____________________________  Contract For ____________________________ work.

KNOW ALL PEOPLE BY THESE PRESENTS That _______________________________________

of ____________________________ as contractor, herein called "Principal", and _______________________________________

Name of Contractor

City and State

Name of Surety

City and State

"Surety", are held firmly bound to the Board of Regents of the University of Wisconsin System herein called "the Owner", in the amount of $ ___________________________ for the payment of all claims, costs, charges and other amounts arising in connection with, or related to, the Contract as hereinafter set forth. For the payment of which, well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the said bounded Principal shall promptly make payment pursuant to Section 779.14 of the Wisconsin Statutes to all persons who supply labor and material to said project in the prosecution of the work arising in connection with, or related to, the Contract, and shall pay all other just debts, dues and demands incurred in the performance of the Contract, and shall indemnify and save harmless the Owner, its officers, employees and agents against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered as the result of Principal’s failure to pay any amounts in connection with, or related to, the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

FURTHER, labor performed and materials furnished, used or consumed in making the public improvement or performing the public work, include, without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for worker's compensation insurance and contributions for unemployment compensation.

FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

FURTHER, that no change, extension of time, alteration or addition to the work to be performed, or amount of, the Contract shall in any way affect Principal’s or Surety’s obligations on this bond, and Surety does hereby waive notice of any change, extension of time, alterations or additions thereunder.

PROVIDED, FURTHER, that the undersigned states that pursuant to express authority the corporate seal affixed to this instrument is the seal of this surety company, that the seal was affixed and this instrument was executed for and on behalf of this surety company; that authority has not been revoked by this surety company; that this instrument was executed as the free act and deed of this surety company; that the certificate of authority from the Commissioner of Insurance showing authority of this surety company to transact business in the State of Wisconsin has been obtained and will be provided to the Owner upon request; and further, that this surety bond was written through an agent duly licensed as such on the date thereof.
IN WITNESS WHEREOF, this instrument is executed this the _____ day of ______________________, 20____.

FOR THE PRINCIPAL

By ___________________________ ___________________________

Corporate Secretary Signature President, Partner or Individual Signature

(Seal) Witnessed by ___________________________

Witnessed by ___________________________

Witnessed by ___________________________

Two witnesses must attest above signatures.

FOR THE SURETY

By ___________________________

Corporate Secretary Signature

(Seal) Attorney in Fact or Authorized Officer

___________________________

Street or PO Box

___________________________

City, State and Zip Code

___________________________

Telephone Number

___________________________

Email Address

(This email address will be used to notify Surety of Project Start Date)

ACKNOWLEDGEMENT

STATE OF _________________________) ss

COUNTY OF _________________________)

I, _________________________, a Notary Public of said County and State, do hereby certify that ___________________________

___________________________, Attorney-in-Fact or authorized officer of ___________________________, Name of Surety who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument for and on behalf of ___________________________, Name of Surety and purposes therein set forth. Given under my hand and notarial seal at my office at ____________________________, __________, in said county, this ________ day of ______________________, 20____, A.D.

___________________________

Notary Public

My commission expires ___________________________

This Payment Bond is

APPROVED

___________________________

University of Wisconsin System

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

Board of Regents of the University of Wisconsin
On behalf of University of Wisconsin - XXXXXX
c/o UW System Administration - CPB
780 Regent Street, Suite 239, Madison, WI 53715

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

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

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

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS
9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), the Contractor’s bid or proposal, General Requirements, Invitation to Bid, Drawings, Specifications, Addenda, and any changes in the Work approved by the Owner and Contractor issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Insert a date or a means to determine the date of commencement of the Work.)

[ ] The date of this Agreement.

[ ] 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 set in the Notice to Proceed.

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

§ 3.3 Substantial Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Paragraph deleted)

[ ] By the date set forth in the Notice to Proceed.
§ 3.3.2 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:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
</table>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 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 ($ ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Intentionally deleted.

§ 4.3 Allowances, if any, included in the Contract Sum:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Font End for Allowances.</td>
<td></td>
</tr>
</tbody>
</table>

§ 4.4 Unit prices, if any:

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Completed Bid Form for unit prices.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 4.5 Liquidated damages, if any:

| (Insert terms and conditions for liquidated damages, if any.) |

§ 4.6 Other:

| (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.) |

None.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month.

§ 5.1.3 Intentionally deleted.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require.
§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with the Owner’s modified version of the AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:
.1 That portion of the Contract Sum properly allocable to completed Work;
.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, properly stored off the site at a location agreed upon in writing; and
.3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

§ 5.1.6.2 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 has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
.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 may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage
§ 5.1.7.1 For retainage details, see the modified A201.
§ 5.2 Intentionally deleted.

§ 5.3 Interest
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.

12 % per annum or as dictated by state statute.

ARTICLE 6   DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Initial Decision Maker pursuant to Article 15 of Owner’s modified version of AIA Document A201–2017, shall be:

Alexandria Roe, Senior Associate Vice President
University of Wisconsin System Administration
780 Regent Street, CPB, Suite 239
Madison, WI  53715

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

(Paragraphs deleted)
ARTICLE 7   TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of Owner’s modified version of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of Owner’s modified version of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

None.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of Owner’s modified version of AIA Document A201–2017.

ARTICLE 8   MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s Representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

§ 8.4 The Contractor’s representative shall not be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the bid documents and the Owner’s modified version of the AIA Document A201™–2017, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the bid documents and the Owner’s modified version of the AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor.

§ 8.6 (Paragraphs deleted)
Intentionally deleted.

§ 8.7 Other provisions:
ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents. In the event of an inconsistency or conflict between or among the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. This form of the AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
3. All posted bid documents including drawings and specifications dated XXXXX and subsequent drawings and specifications including addenda
4. Completed Bid Form submitted by Contractor for this project.

This Agreement entered into as of the day and year first written above. The persons signing below represent they have been duly authorized by their respective organizations to sign on behalf of their organization for this Agreement.

OWNER (Signature)  CONTRACTOR (Signature)

(Printed name)  (Printed name)

>Title)  (Title)

(Date)  (Date)
Additions and Deletions Report for AIA Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:02:34 CT on 05/08/2020.

Board of Regents of the University of Wisconsin
On behalf of University of Wisconsin - XXXXXX
c/o UW System Administration - CPB
780 Regent Street, Suite 239, Madison, WI 53715

EXHIBIT A INSURANCE AND BONDS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda, the Contractor’s bid or proposal, General Requirements, Invitation to Bid, Drawings, Specifications, Addenda, and any changes in the Work approved by the Owner and Contractor issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

[ ] A date set forth in a notice to proceed Notice to Proceed issued by the Owner.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement set in the Notice to Proceed.

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

[ ] By the date set forth in the Notice to Proceed.

§ 4.2 Alternates

Intentionally deleted.

§ 4.2.1 Alternates, if any, included in the Contract Sum:
§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Conditions for Acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

... See Font End for Allowances.

... See Completed Bid Form for unit prices.

... None.

... None.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the—day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the—day of the—month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than—( )—days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.) Intentionally deleted.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

PAGE 4

§ 5.1.6 In accordance with the Owner’s modified version of the AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

... 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably properly stored off the site at a location agreed upon in writing; and
§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the
following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of
retainage may be limited by governing law.)

retainage details, see the modified A201.
§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work,
including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert
provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7, upon Substantial Completion of the Work, the Contractor may
submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant
to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as
follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay
the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for
materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
Intentionally deleted.
§ 5.2.1 Final payment, 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 Contract except for the Contractor’s responsibility to correct
Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any,
which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 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, or as follows:

%—12% per annum or as dictated by state statute.

...
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Owner’s modified version of AIA Document A201–2017, shall be:

Alexandria Roe, Senior Associate Vice President
University of Wisconsin System Administration
780 Regent Street, CPB, Suite 239
Madison, WI 53715

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ]—— Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ]—— Litigation in a court of competent jurisdiction

[ ]—— Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of Owner’s modified version of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of Owner’s modified version of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

None.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of Owner’s modified version of AIA Document A201–2017.

...
§ 8.4 Neither the Owner nor the Contractor’s representative shall not be changed without ten days’ prior notice to the other party.

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, the bid documents and the Owner’s modified version of the AIA Document A201™–2017, and elsewhere in the Contract Documents.


§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given 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.)

Intentionally deleted.

§ 9.1 This Agreement is comprised of the following documents. In the event of an inconsistency or conflict between or among the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. This form of the AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor.
4. AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
   (Insert the date of the E203–2013 incorporated into this Agreement.)

5. Drawings

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

6. Specifications

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

7. Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

8. Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
   (Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[ ] Supplementary and other Conditions of the Contract:

3 All posted bid documents including drawings and specifications dated XXXXX and subsequent drawings and specifications including addenda

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9 Other documents, if any, listed below:
   (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

4 Completed Bid Form submitted by Contractor for this project.

This Agreement entered into as of the day and year first written above. The persons signing below represent they have been duly authorized by their respective organizations to sign on behalf of their organization for this Agreement.

... 

(Printed name) (Printed name) 

(Printed name and title) (Title) (Printed name and title) (Title)
Certification of Document’s Authenticity
AIA® Document D401™ – 2003

I, Cathy O. Weiss, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:02:34 CT on 05/08/2020 under Order No. 2384247778 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____________________________________________________________
(Signed)

_____________________________________________________________
(Title)

_____________________________________________________________
(Dated)
Corporate Resolution

Adopted at Board of Directors meeting of ____________________________, be it resolved that

____________________________________________________________
Name of Person Signing Contract

the ____________________________, of the Corporation, be and is hereby authorized and
empowered to execute contracts on behalf of the Corporation, and that this resolution shall continue in
force and effect until modified or rescinded by subsequent of the Stockholders or of the Board of
Directors of the Corporation.

Witnessed By:

___________________________________   _________________________ __
Print Name                                  Signature

_____________________________
Name of Office

_____________________________
Name of Corporation

Subscribed to and sworn before me

This _________ day of ________, 20___

____________________________________
Notary Public

My commission expires ________, 20___
General Conditions of the Contract for Construction

for the following PROJECT:

General Conditions, dated 5/8/2020
As stated in the A101 and B101 agreements for this project.

THE OWNER:

Board of Regents of the University of Wisconsin
c/o UW System Administration - CPB
780 Regent Street, Suite 239, Madison, WI 53715

THE ARCHITECT:

Architect as defined in A101 and B101 agreements for this Project.

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT

(Paragraphs deleted)
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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.
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), the Contractor’s bid or proposal, General Requirements, Invitation to Bid, Drawings, Specifications, Addenda, and any changes in the Work approved by the Owner and Contractor 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 (as defined in section 7.4) issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, 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.

§ 1.1.2.1 The Owner and the Contractor hereby commit themselves to good faith negotiation, coordination, and cooperation to assure the timely completion of the Project.

§ 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 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, dimensions, and character of the Work, generally including but not limited to plans, elevations, sections, details, schedules, and diagrams.

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

§ 1.1.7 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.

§ 1.1.8 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. At the Owner’s sole discretion, the Initial Decision Maker may be replaced at any time, for any reason. If the Initial Decision Maker is replaced, notice shall be provided.
§ 1.1.9 Contractor
See 3.1.1 for definition.

§ 1.1.10 Intentionally blank

§ 1.1.11 Delay
A Delay is an event that causes an increase in the duration of the Project, or that changes the sequence of the Work or individual Work activities, thereby preventing completion of the Project within the time period specified in the Contract Documents.

§ 1.1.12 Equal
Equal means material, equipment or methods proposed and warranted by the Contractor as being equivalent to essential attributes of the material, equipment or method specified in the Contract Documents, and approved by the Architect and Owner’s Representative.

§ 1.1.13 Notice To Proceed
Notice to Proceed is a written notice provided by the Owner to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for completion of the Work.

§ 1.1.14 Owner
The Owner is the Board of Regents of the University of Wisconsin System. The Board of Regents of the University of Wisconsin System exercises the powers and duties prescribed by Wis. Stat. § 16.855. The terms "Board," "Board of Regents," or "The Board of Regents" as used in this document also refer to the Owner.

§ 1.1.15 Reserved

§ 1.1.16 Owner’s Representative
Owner’s Representative is the person or persons delegated authority to act on behalf of the Owner. The Owner’s Representative will be designated in writing. Owner reserves the right to change its designated Owner’s Representative at any time for any reason. If the Owner’s Representative is changed, notice shall be provided. The Owner’s Representative may, upon written notice, delegate part of their responsibilities to the Architect or Contractor.

§ 1.1.17 Project Schedule
The Project Schedule is a graphic and written analysis of activity duration and sequencing, which is required for successful completion of the Project within the time period identified in the Contract Documents. The Project Schedule shall be in sufficient detail to permit meaningful analysis of work tasks, durations and critical path to Substantial Completion in the sole opinion of the Owner’s Representative.

§ 1.1.18 Shop Drawing
See 3.12.1 for definition.

§ 1.1.19 Subcontractor
The Subcontractor means a person or firm who enters into a contract with the Contractor or a Subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers, and is equivalent to Sub-subcontractor for all provisions of this Contract.

§ 1.1.20 Submittal
Submittals includes Shop Drawings, Product Data, Samples, etc. submitted by the Contractor to the Architect regarding some portion of the Work.

§ 1.1.21 Substitution
Substitution means the use of material or equipment not specified in the Contract Documents, but that the Contractor proposes and warrants as suitable for the use intended and conforms to all other physical, functional, and performance requirements of the Contract Documents.

§ 1.1.22 Surety
Surety is a person or entity licensed to do business in the State of Wisconsin, who provides separate performance bonds and payment bonds to a Contractor to indemnify the Owner against all damages suffered by failure of the Contractor to perform the Work and to pay all lawful claims of Subcontractors, Material Suppliers, and laborers.

§ 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 with the standard of quality established by the Contract Documents and within the allowable time period specified. The Contract Documents are complementary, with technical provisions set forth in the Specifications and complemented by the Drawings 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. The failure of the Contractor to account for all aspects of the Work in its bid shall not relieve the Contractor from performing the Work.

§ 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. In the event of any conflict between the terms of this Contract and any provision of law, the provision of law shall control, and the parties hereto shall not be free to Contract contrary to law.

§ 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, except for the provisions of the Single Prime Bid dictated by statute.

§ 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.

§ 1.2.4 Conflicting Conditions

§ 1.2.4.1 The Architect shall take all reasonable steps, and care common for the profession in the area, to assure that the Contract Documents are as accurate as possible, and provide information which, in the opinion of the Architect, is necessary in preparing bids and constructing the Project. However, it is mutually understood that discrepancies or conflicts in the Contract Documents may be identified, in which case:

.1 addenda take precedence over the Specifications;
.2 the Specifications take precedence over the Drawings;
.3 stated dimensions take precedence over scaled dimensions;
.4 large-scale detail drawings take precedence over small-scale drawings; and
.5 schedules take precedence over other data on the plans.

§ 1.2.4.2 Architect has the right for first interpretation of any ambiguity in the Contract Documents. Ambiguities in the Contract Documents will be resolved by the Owner if the Contractor and Architect cannot come to an agreement.

§ 1.2.4.3 Where the terms "A/E," "Architect/Engineer," "Architect," or "Engineer" are used in technical Sections of the Specifications, the Contractor shall understand that actions indicated to be accomplished by such named parties are actions which are solely the responsibility of the professional technical advisor and consultant to the Owner and such actions thus require final approval by the Owner.

§ 1.2.4.4 Periodically, the Architect may provide the Contractor additional instructions and drawings necessary to perform the Work. The Architect shall make a good faith effort to coordinate such instructions and drawings with the Contract Documents, preparing them so they can be reasonably interpreted as a part thereof. If such additional instructions change the scope of Work, provisions of Article 7, Changes in the Work, shall be followed.
§ 1.3 Capitalization
Terms capitalized in these General Conditions and Contract Documents 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.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.5.1 The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Drawings, Specifications, and other 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 reserved ownership rights. All Drawings and Specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the Architect or any consultant for this Project shall become the property of Owner on completion and/or acceptance of the work, or upon any basis of termination of the Contract.

§ 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. 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, if necessary, the Architect’s consultants.

§ 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 when there is reasonable evidence that the notice was read by the recipient.

§ 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.

§ 1.6.3 The Contractor’s presentation to Owner’s Representative, or mailing, of such notice to Owner’s Representative is a condition precedent to any liability of the Owner for any actual or alleged breach of the Owner’s contractual obligations hereunder. The Contractor’s failure to give such written notice in the manner and time prescribed by the Contract Documents shall result in the waiver of any and all claims, demands and causes of action that the Contractor may have against the Owner arising from or in connection with the actual or alleged breach.

§ 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 may use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. In lieu of separate agreed upon digital form protocols, or the AIA E203, industry accepted standards shall govern the digital communication of data, as approved by the Owner.

§ 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 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, 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. If Building Information Model and AutoCAD protocols are not established with the preceding, protocols will default to State of Wisconsin Department of Administration, Division of Facility Development and Management protocols.
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 an Owner’s Representative, who shall have express authority to bind the Owner with respect to matters requiring the Owner’s approval or authorization. Changes to these Contract Documents that modify the General Conditions, Contract cost, and/or Contract time shall only be executed by a person duly authorized with signatory authority by the Board of Regents of the University of Wisconsin System. Person(s) with signatory authority will be furnished upon request.

§ 2.2 The Owner reserves the right to conduct a detailed audit of Contractor and Architect’s documents, including, but not limited to: Change Orders and supporting documentation, Construction Change Directives and supporting documents, and any other documentation on the Project related to costs, timeline, and scope.

§ 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 engineering, or an entity lawfully practicing architecture or engineering, 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.

§ 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 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 exercise proper precautions relating to the safe performance of the Work.

§ 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 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.

§ 2.3.7 The Owner shall furnish surveys described in Section 2.3.4 and other information prepared by third parties for the Project to the extent the Owner deems necessary for the performance of the Contractor’s services, and shall not withhold any reasonable information. The Owner makes no representations or warranties as to the accuracy of the information it obtains from third parties and provides to the Contractor pursuant to this Section 2.3. In addition, the Owner may provide the Contractor access to the Owner’s records, which may contain information about the site and adjacent land and improvements that was not collected specifically for the Project. The Owner makes no representations as to the relevance, accuracy or completeness of information made available to the Contractor from the Owner’s records.

§ 2.3.8 The Contractor shall attend a Pre-Construction Meeting, which will be scheduled by the Owner’s Representative and Architect.
§ 2.3.9 The Owner’s Representative or Architect will schedule progress meetings with the Contractor. At each such progress meeting, the parties will discuss the above-mentioned items, cooperate with others to assure successful completion of the Work, and help to quickly resolve problems which arise.

§ 2.4 Owner’s Right to Stop the Work
In the event that any of the Work in progress, or Work already completed by the Contractor, or Subcontractors, is determined by the Owner’s Representative to be of substandard quality, defective, or otherwise in violation of requirements of the Contract Documents, or if the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails or refuses to carry out Work in accordance with the Contract Documents, the Owner may issue an order by written Notice 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.

§ 2.4.1 The Contractor shall have ten (10) calendar days after the serving of such Notice within which to take corrective action or to make arrangements judged satisfactory by the Owner’s Representative for the corrections to be made. If corrective actions or other arrangements are not judged satisfactory by the Owner’s Representative, the Owner may terminate the Contract in accordance with the provisions of the General Conditions of the Contract.

§ 2.4.1.1 If, after suspension of the Work, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the suspension or termination had been issued for the convenience of the Owner under the Contract.

§ 2.4.2 The Owner’s Representative may order the Contractor, in writing, to suspend or delay all or any part of the Work of the Contractor for the period of time that the Owner’s Representative determines appropriate for the convenience of the Owner.

§ 2.4.2.1 If the Contractor determines that the cost of the Work is altered by such suspension, or the time for completion of such Work is altered or delayed, the Contractor shall provide Notice to the Owner’s Representative of any such costs or delay;

§ 2.4.2.2 Such Notice shall be made within ten (10) calendar days of the order to stop or suspend Work;

§ 2.4.2.3 Provision of such Notice to the Owner’s Representative shall be a condition precedent to any Owner liability for increased costs, delay, or time extension.

§ 2.4.3 The Owner may exercise any and all rights or remedies provided for herein, by law or in equity, either concurrently or singly in its sole discretion.

§ 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 and fails within a ten-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. 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. Correction of such deficiencies shall not prevent the Owner from recovery of other damages or penalties sustained as a result of the Contractor’s default or neglect. 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.

§ 2.6 Owner’s Responsibility For The Site

§ 2.6.1 Prior to start of construction, the Owner shall furnish land and rights-of-way necessary for the carrying out and completion of the Work to be performed under this Contract.
§ 2.6.2 Reserved.

§ 2.6.3 Reserved.

§ 2.6.4 The Owner’s Representative shall act on any Notice as soon as practicable. If the Owner’s Representative determines that the conditions reported by the Contractor differ materially from those indicated in the Contract Documents, or are of an unknown and unusual nature which could not have been discovered during a reasonable site investigation by the Contractor, then to the extent established by the Contractor and approved by the Owner, the Owner shall authorize an increase or decrease in the scope, cost, and/or time required for performing any part of the Work under this Contract.

§ 2.6.5 No request by the Contractor for an equitable adjustment to the Contract shall be allowed, unless the Contractor gives proper Notice, which is a condition precedent to any liability on the part of the Owner.

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

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 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. The Contractor is any individual, firm, corporation, or other non-governmental organization that, enters into a contract with the Owner to perform all work as required by the Contract Documents and enters into Contracts with Subcontractors including mechanical, electrical, plumbing and fire protection subcontractors identified by the Owner during the Single Prime bidding process. The term Contractor does not include the Owner or the Architect.

§ 3.1.1.1 By accepting this Agreement, the Contractor agrees that scheduling, coordination, and monitoring activity for all Work will be placed under the direct control and supervision of a person experienced in construction scheduling, means and methods. If such experience and knowledge must be obtained by contracting with a separate scheduling consultant, the entire cost of such consultant shall be borne by the Contractor. Additionally, the Contractor fully agrees to cooperate in all respects with all Subcontractors and suppliers to provide all data required, and shall coordinate the activities of its own workforces and the work forces of the Subcontractors, in such manner and at such time as to not cause a delay in the Project.

§ 3.1.1.2 The Contractor’s bid price shall include the performance of all Work which:

.1 in accordance with industry standards, customary practice, or by reasonable inference are details of Work that are necessary as part of the construction, operation, and coordination and interface of the Work;

.2 would necessarily be readily apparent to one skilled in the trades; and

.3 a component an experienced Contractor would recognize as part of its responsibility.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.2.1 The Contractor has the full and complete responsibility for the accomplishment of all Work within the specified time indicated in the Contract Documents, except where the Contract Documents explicitly and specifically place a limited duty for completion on the Owner.

§ 3.1.2.2 The Contractor is hereby put on notice that failure to furnish data or cooperate in good faith is a material breach of Contract and may be the basis for a termination for cause under the procedures set forth in these General Conditions. In such cases the Owner’s Representative, in addition to, and not in lieu of the right to termination for default, may acquire the services of a scheduling specialist to perform any such duties and charge the cost thereof to
the Contractor. In the event that the Owner’s Representative is required to acquire any replacement scheduling services, the Contractor shall conform to any revised schedule resulting therefrom.

§ 3.1.2.3 In addition to the criteria set forth in these General Conditions, the full and complete performance of duties required to be performed under this Contract is a condition precedent to the right of the Contractor to payment of any sums due. In the event of any delays by the Contractor or other breach hereof which gives rise to penalties and/or damages to the Owner, then in any such event the Owner’s Representative may offset such penalties and damages against the sums due or to become due the Contractor hereunder.

§ 3.1.2.4 Contractor’s obligation for inspection and quality control shall be as provided for in these General Conditions.

§ 3.1.2.5 Any Work necessary to be performed after regular working hours, on Sundays, or legal holidays, and for which the Contractor is responsible, shall be performed without additional expense to the Owner.

§ 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, the presence and observation of the Work by the Architect or Owner’s Representative, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.3.1 In the event it becomes necessary to interpret this Article 3.1.3, the interpretation shall strive to achieve timely, effective and efficient performance of the Work under the Contract within the allowable time identified in the Contract Documents, and at no extra cost or inconvenience to any party, if at all possible.

§ 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.

§ 3.2.1.1 The Contractor is responsible for and hereby acknowledges that it has taken the steps reasonably necessary to prepare a bid which includes the costs for Work, the requirement for which would reasonably be known to a competent Contractor, in overcoming normal subsurface conditions at the site where the Work is to be performed and in order to accomplish the Work described in the Contract Documents. Additionally, the Contractor certifies that it has investigated the site and satisfied itself as to the general and local conditions which affect the Work or its cost, including, but not limited to:
  .1 conditions bearing upon transportation, disposal, handling, and storage of materials;
  .2 the availability of labor, water, electric power, and roads or access;
  .3 uncertainties of weather, river stages, tides, or similar physical conditions at the site;
  .4 the conformations and conditions of the ground; and
  .5 the character of facilities and equipment as represented by the Contract Documents.

§ 3.2.1.2 The Contractor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from a non-exploratory, visual inspection of the site, and information included in the Contract Documents.

§ 3.2.1.3 Any failure of the Contractor to take the actions described in the Contract Documents will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Owner.

§ 3.2.1.4 The Owner assumes no responsibility for any erroneous conclusions or interpretations made by the Contractor based on the information made available by the Owner. The Owner expects the Contractor to have the ability to interpret provided technical information, including geotechnical information, which would be reasonably analyzed or interpreted by any bidder knowledgeable and skilled in the work required by the bid. If the Contractor does not have the ability to interpret or analyze such information, it is the responsibility of the Contractor to obtain the professional services required to perform such analysis. The Owner assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers,
§ 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 and Owner’s Representative any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect or Owner 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 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 Owner’s Representative and Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect or Owner’s Representative 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 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.

§ 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 (1) give timely notice to the Owner’s Representative and Architect; (2) shall propose alternative means, methods, techniques, sequences, or procedures; and (3) not proceed with that portion of the Work until the Contractor is satisfied such work can be performed safely and has received notice from the Owner’s Representative. 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.

§ 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.

§ 3.3.3.1 The Contractor shall, except where a provision of the Contract Documents explicitly states to the contrary, have the full, complete, and absolute responsibility and obligation for ensuring that the Work performed by the Contractor and Subcontractors strictly conforms to the requirements set forth in the Contract Documents. The Contractor shall maintain an adequate inspection and quality control system and shall perform such inspections as will ensure that the Work performed under this Contract conforms to the requirements of the Contract Documents.
§ 3.3.3.2 At the Pre-Construction Meeting, the Contractor shall provide the Owner’s Representative a full description of the Contractor’s safety, quality control and inspection system and method of implementation.

§ 3.3.3.3 Prior to the start of significant on-site work by any trade, Owner’s Representative, the Contractor’s superintendent and the Subcontractor’s foreman, shall conduct a pre-installation conference. The purpose of the meeting is to review and discuss Contract requirements applicable to the work, samples required, level of quality necessary, and find answers to any questions that may arise. Such meeting is in addition to regularly-scheduled progress meetings and will be arranged on-site by Owner’s Representative.

§ 3.3.3.4 The Contractor shall maintain complete inspection records and test data to ensure that quality of the Work is in strict compliance with the terms of the Contract Documents. These records shall be available to the Architect and Owner’s Representative at all reasonable times and places. The doctrine of “substantial conformity” to the quality requirements of the Contract Documents shall have no application, unless the Owner’s Representative accepts the Work in accordance the conditions of the Contract.

§ 3.3.3.5 The Owner reserves the right to conduct its own quality assurance verification, and to observe, inspect, and/or conduct tests relative to Contractor and Subcontractor performance. If, when conducting its own quality assurance program, the Owner determines that the Work or a portion thereof does not comply with requirements of the Contract Documents, the Owner shall attempt to notify the Contractor of such deficiencies as soon as practicable. However, the Owner’s exercise of rights under this provision does not:

.1 relieve the Contractor of the responsibility for providing adequate inspection and quality control measures or the proper documentation of the occurrence of the events required to be tested or monitored in the performance of the Work required by the Contract Documents; and shall provide no basis for waiver or estoppel claims to be asserted against the Owner;

.2 relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

.3 constitute or imply acceptance on the part of the Owner; or

.4 affect the continuing rights of the Owner after acceptance of the completed Work, except as specifically stated to the contrary in the Contract Documents.

§ 3.3.3.6 The presence or absence of the Owner’s Representative does not relieve the Contractor from any Contract requirement. If the Contractor desires waiver of any technical or Contract requirement or any other deviation from the strict requirements of the Contract Documents, a specific request for such waiver or deviation must be made to the Owner’s Representative and Architect for consideration.

§ 3.3.3.7 The Contractor shall, without charge, replace or correct Work found not to conform to the Contract Documents, unless the Owner agrees to accept the non-conforming Work with an appropriate adjustment in the Contract price thereof. Such acceptance of non-conforming Work shall, whether the determination is to be made at the time of final completion or during the performance of Work, be based upon a determination by the Owner that the deviation from Contract Documents requirements does not adversely affect the integrity of completed Work.

§ 3.3.3.9 Unless otherwise specified in the Contract, the Owner’s Representative shall accept, as reasonably as practicable after completion and inspection, all Work completed under the Contract or that portion of the Work which the Owner’s Representative determines can be accepted separately.

§ 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 within the specified time, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. No materials or supplies which are to become part of the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage, conditional sale contract, or other agreement by which a security interest is retained by the seller.
§ 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 only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 It is not the intention of the Owner to limit or restrict competition by the use of any reference to a particular manufacturer, process, technique, catalog number or other identifying information. Such proprietary specifications are intended to establish a level of quality or the minimum essential requirements to which the Contractor must conform, unless more explicit restrictions are stated to apply.

§ 3.4.2.2 When the Contract Documents list performance or functional characteristics in connection with Work to be performed, these characteristics are mandatory for reasons of design. Use of any Substitution shall be subject to the prior written approval of the Architect.

§ 3.4.2.3 Material, equipment, or processes offered for use as a Substitution may be proposed by the Contractor in writing. Such proposals shall guarantee the proposed Substitution to be capable of performing the duties of the originally specified material, equipment, or process. The Architect shall respond to any such proposal as soon as practicable, but in no case later than seven (7) working days after receipt of such proposal.

§ 3.4.2.4 It shall be the sole responsibility of the Contractor to provide all documentation, regardless of type or quantity, to clearly establish the qualifications of items proposed as Substitutions under this Contract. If the value of the Substitution is less than the item specified in the Contract Documents, then an equitable reduction of the price of the Contract shall be made.

§ 3.4.2.5 When Substitutions are approved by the Owner’s Representative and incorporated into the Project by the Contractor, all costs incurred to 1) correct deficiencies in items, 2) provide for installation or hookup, or 3) to achieve performance specified in the Contract Documents, will be borne by the Contractor.

§ 3.4.2.6 Any substitute material or equipment installed by the Contractor without approval of the Owner’s Representative may be subject to immediate removal, at sole discretion of Owner’s Representative, and all costs required to conform to the Contract Documents shall be borne by the Contractor.

§ 3.4.2.7 The Contractor shall assume all liability and responsibility for any changes in the Work or additional Work required to accommodate use of proposed and approved Substitutions. The Owner’s approval of such Substitutions does not relieve the Contractor from the obligation to pay all additional costs resulting from their inclusion in the Work, even if additional costs or Work become apparent after execution of the change or installation of the Substitution. The Contractor’s liability shall include payment of any additional costs incurred by the Owner, made necessary by, or directly connected to, such changes.

§ 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.

§ 3.5 Warranty

§ 3.5.1 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 or 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 or Owner, 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 warrants to the Owner that all materials and supplies used in the Work are free from all liens, claims, or encumbrances, and good title to materials and supplies is retained by the Contractor and shall be conveyed prior to approval of final payment.

§ 3.5.4 Printed, signed copies of Manufacturer’s warranties, which are required by the Contract Documents, shall be presented to the Owner’s Representative prior to Substantial Completion.

§ 3.5.5 All warranties, including manufacturer’s warranties and Contractor warranties, shall take effect on the date of Substantial Completion and shall remain in effect for a period of one (1) year thereafter, unless Contract Documents specifically require a different warranty period.

§ 3.5.6 If any part of the Work is declared Substantially Complete, and the Owner takes possession of that portion of the Work before completion of the entire Project, the warranty for that portion of the Work shall continue for a period of one (1) year from the date of Substantial Completion for that portion of the Work, unless Contract Documents specifically require a different warranty period.

§ 3.5.7 The Contractor shall remedy, at the Contractor’s expense, any defect in the Work. In addition, the Contractor shall remedy, at the Contractor’s expense, any damage to the Owner’s property, whether controlled or owned, when the damage is the result of:

1. the Contractor’s failure to conform to Contract Document requirements; or
2. any defect in equipment, material, workmanship, or design furnished by the Contractor or Subcontractors regardless of tier.

§ 3.5.8 The Contractor shall warrant any Work restored or replaced due to damage caused in fulfilling the terms and conditions of this Article 3.5, or during performance of any Work required by the Contract Documents. The Contractor’s warranty with respect to Work repaired or replaced will run for one (1) year from the date of Substantial Completion of said repair or replacement.

§ 3.5.9 The Owner’s Representative shall notify the Contractor, in writing, within a reasonable time after discovery of any failure, defect, or damage.

§ 3.5.10 If, after the receipt of a Notice of a claim under this warranty, the Contractor fails to remedy any failure, defect, or damage within a time judged reasonable by the Owner’s Representative, the Owner’s Representative shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage, at the Contractor’s expense.

§ 3.5.11 All warranties under this Contract or in any related to this Contract, express or implied, shall be obtained for and shall be subject to direct enforcement by the Owner. The Contractor shall provide in each subcontract, or other purchase agreement, for the assignment to the Owner of all such warranties and for the right of enforcement by the Owner. In addition, if necessary the Contractor shall:

1. obtain for the Owner’s benefit all warranties that would be given in normal commercial practice;
2. require all warranties to be executed, in writing, for the benefit of the Owner, if so directed by the Owner’s Representative;
3. enforce all warranties for the benefit of the Owner; and
4. obtain for the Owner’s benefit all warranties given by any Subcontractor, at any tier, if such warranty is in excess of the one (1) year warranty period set forth herein.

§ 3.5.12 Unless a defect is caused by the negligence of the Contractor or Subcontractors at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Owner.

§ 3.5.13 The Contractor shall require any Subcontractor manufacturers or suppliers to execute their warranties, in writing, directly to the Owner.

§ 3.6 Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required by law assessed to or arising out of the construction of the Project. Per 2017 Wis. Stat. § 77.54 (9m), building materials sold to a construction contractor that will become a component of a facility owned by the Board of Regents of the University of Wisconsin System are exempt from sales and use tax.
§ 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, and shall provide evidence of such permits, licenses, and approvals at the Pre-Construction Meeting or before commencement of the Work.
§ 3.7.1.1 Charges for water, sewer, and other utility connections made by municipalities will be paid by the Owner. Payment for use of such services and utilities before Substantial Completion shall be in accordance with provisions of the Contract.

§ 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 and/or relating to environmental quality and safety, the performance of the Work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities. Such Work shall not be subject to the ordinances or regulations (except land use zoning) of the municipality in which the construction takes place, including ordinances or regulations relating to materials used, permits, supervision of construction or installation, payment of permit fees, or other restrictions of any nature whatsoever. The Owner’s Representative shall be notified by the Contractor of any notices of noncompliance or violation associated with Work required by the Contract Documents.

§ 3.7.2.1 Where Contract Documents require abatement of asbestos containing materials, prior written notice to the State of Wisconsin, Department of Natural Resources is required. The Contractor shall provide evidence of such notice prior to commencement of the Work. Contractor shall follow all State of Wisconsin and Federal rules associated with asbestos abatement.

§ 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.

§ 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 that an equitable adjustment be made in the Contract Sum or Contract Time, or both. 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, 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. 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, except for Subcontractors selected in the single prime bidding process.
§ 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.

§ 3.9 Superintendent
§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in continuous attendance at the Project site during performance of the Work, or as approved by Owner’s Representative. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. This person shall be delegated authority to act on behalf of the Contractor, and shall be, to the extent possible, a single point of contact and communication for the Owner’s Representative, Architect, and all Subcontractors to facilitate efficient, timely, and cost effective completion of the Work. Communications between the Architect and Contractor shall be timely relayed to the Owner’s Representative.

§ 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. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent 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.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner’s consent, which shall not unreasonably be withheld or delayed.

§ 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 and Architect’s information a Contractor’s construction schedule for the Work. 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.

§ 3.10.1.1 The Project Schedule shall incorporate all activities, events, and milestones required for successful Project completion within the allowable time for completion specified in the Contract Documents. The Contractor shall prepare a breakdown of all Work activities or events, whether the activities are to be performed by the Contractor’s own forces, those of Subcontractors or the Owner, indicating the proposed duration and sequencing of such activities for successful completion of the Project within the allowable time specified in the Contract Documents. No single Work activity in the Project Schedule shall be for more than $500,000 in Contract value or for a duration greater than four (4) successive weeks, as approved by the Owner’s Representative. The Contractor shall also identify whether any Work activity or event is dependent on the Work of its own forces or with those of the Owner. The failure to list any activity or to perform any other duty required by or incident to that required by these General Conditions shall not be the basis of a claim for adjustment of any provision of this Contract, or of any other type of claim whatsoever.

§ 3.10.1.2 The Contractor shall, within fourteen (14) calendar days from the Notice to Proceed, develop and publish a Project Schedule for the first sixty (60) calendar days of the Project. The completed Project Schedule, for all Work activities through Project completion, shall be developed and published within this sixty (60) day period. Pursuant to Wis. Stat. § 16.855 (14m)(d), the Contractor must base this Project Schedule on the schedule that the mechanical, electrical or plumbing Subcontractors and Contractors bid on (in the Specifications or bid instructions), unless otherwise agreed to by the Subcontractor. The Contractor shall update the Project Schedule monthly.
§ 3.10.1.3 If the Contractor’s Work depends upon construction or operations by the Owner, the Contractor shall, prior to proceeding with that portion of the Work, promptly give Notice to the Owner’s Representative of any apparent deficiencies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner’s completed or partially completed construction is fit and proper to receive the Contractor’s Work, except as to defects not then reasonably discoverable.

§ 3.10.1.4 The Contractor shall identify forthwith any critical event which will require the Owner to act or to refrain from acting, or critical time periods within which the Owner must complete activities or Work for which the Owner is responsible under the Contract. Timely Notice of any such identified event or time period shall be given to the Owner. The giving of such Notice is a condition precedent to the creation of any duty of the Owner to take any action or to refrain from taking any action. The failure of the Contractor to give such Notice forthwith shall thereafter bar and preclude any claim by the Contractor for adjustment of any Contract provision or claim predicated on the breach of any obligation by the Owner.

§ 3.10.1.5 The bonds furnished to secure these commitments shall be applicable to each and every one of these time and scheduling commitments.

§ 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 approval. 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 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.

§ 3.10.2.1 If the Contractor submits for approval items which do not strictly comply with the design requirements of Contract Documents, the Contractor shall provide all engineering or design information necessary for complete evaluation of the Submittal by the Architect and Owner’s Representative. If it is determined by the Contractor or the Owner’s Representative that the services of a professional consultant, engineer or architect are required to provide such information, the Contractor shall acquire such services at its own expense.

§ 3.10.2.2 If the Contractor believes that requirements of the Contract Documents are in conflict with the manufacturer’s recommended method of installation or application of specified materials, products, or systems, the Contractor shall indicate such possible conflicts at the time of submittal.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.3.1 The Owner shall be given the opportunity to schedule its own Work as conveniently as is consistent with the overall needs of the Project Schedule.

§ 3.10.3.2 Where any Work activity required for completion of the Project is completed in less time than required, anticipated, or otherwise allowed by the Project Schedule, the unused time, hereinafter called Float, shall belong to the Project, to be used by the Contractor as the Project needs determine, including but not limited to providing additional time for completion of any other Work activities required for completion of the Project. Float shall not be considered owned, subject to the exclusive use, or management by any of the interested participants. No claim against the Owner or the Contractor shall be made by any party for the loss of Float time.

§ 3.10.3.3 The Contractor shall be independently responsible for resolving any time related matters with Subcontractors, suppliers, or others who may furnish supplies or services on the Project. No liability shall attach to the Owner, for the failure of any party to carry out the coordination and scheduling responsibilities which they have assumed under the Contract.
§ 3.11 Documents and Samples at the Site
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.

§ 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.

§ 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, such as mock-ups, that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 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 that are not required by the Contract Documents may be returned by the Architect without action. The following provisions shall apply to all Submittals:

.1 the Contractor notes the conspicuous nature of this article and agrees that these provisions are material provisions and are to be enforced, in the event of controversy, in such a manner as to place upon the Contractor the full, complete, and total responsibility for the Submittal’s conformance with the requirements of this Contract, and suitability or usability of preliminary submissions by the Contractor, without regard to any the Owner action or failure to act.

.2 all Submittals and supporting information shall be delivered to a party designated by the Owner, who shall act on any such Submittal within 14 calendar days or notify the Contractor in writing, of the time required for such action if greater than the aforementioned 14 day period. Such designation shall take place at the Project Pre-Construction Meeting. Review of the Submittals for conformance with requirements of the Contract Documents shall be completed by the party responsible to the Owner for Project design. A copy of all such Submittal and transmittal forms shall also be sent to the Owner’s Representative.

.3 the Contractor shall make Submittals in a timely fashion to assure completion of the entire Project within the allowable time specified in the Contract Documents. The timing of such Submittals shall be subject to the provisions of the contract.

.4 each Submittal by the Contractor shall contain the cover page included in the Specifications. Such cover page shall be signed by a representative of the Contractor responsible for review of the Submittal to assure compliance with requirements of the Contract Documents.

.5 the Contractor timing and phasing of Submittals shall be appropriate to the critical path Project Schedule, and to facilitate the timely review by the Architect.

§ 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 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. Submittals shall be provided in response to requests for Submittals by the Owner’s Representative, or whenever required by the Contract Documents.

§ 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, (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 Submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data, Samples, or similar Submittals, unless the Contractor has specifically notified the Architect and Owner’s Representative 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.

§ 3.12.9 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 take other appropriate action on Submittals 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.

§ 3.13 Use of Site

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. The Contractor shall avoid interruptions of the Owner’s operations.
§ 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.

§ 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.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and 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, its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is 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.

§ 3.18.1.1 The obligations of the Contractor under this indemnification shall not extend to the liability of the Owner, the Architect and its agents or employees thereof arising out of (1) preparation or approval of maps, Drawings, opinions, reports, surveys, change orders, designs or Specifications, or (2) the giving of or the failure to give directions or instructions thereof provided such giving or failure to give is the cause of the injury or damage.

§ 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.

§ 3.19 Contractor Performance Evaluation
§ 3.19.1 The Contractor acknowledges that following completion of the Work, the Owner’s Representative will evaluate the Contractor’s performance under this Contract. Such evaluation may take place after Substantial Completion or after Final Completion of the Work, as determined by Owner’s Representative. The purpose of such evaluation includes, but is not limited to, determining whether or not the Contractor responsibly performed its Contractual obligations and whether or not the best interests of the Owner were promoted thereby.

§ 3.19.2 Owner’s Representative shall provide a copy of any such performance evaluation to the Contractor, as soon as practicable after completion of such evaluation.

§ 3.19.3 The Contractor may appeal results of the Contractor’s performance evaluation completed by the Owner’s Representative by submitting a request for performance review to the Owner. Any such request must include the reasons for such request, and documentation necessary to substantiate the Contractor’s claim that initial performance evaluation was inappropriate or otherwise in error.

§ 3.19.4 The Owner reserves the right to waive the results of such performance evaluation(s) if, in the opinion of the Owner, corrective action has been taken to remediate substandard performance, events beyond the control of the Contractor resulted in substandard performance, or the best interests of the Owner will be served.

§ 3.19.5 The Contractor acknowledges and agrees that such evaluation(s) may be used by the Owner pursuant to Wis. Stat. § 16.855(9m) when determining whether the Contractor is a “qualified responsible bidder” for future Project(s); provided, however, any such evaluation made more than five (5) years prior to the submission of any such subsequent bid shall not be considered in any event.

§ 3.19.6 The Contractor acknowledges and agrees that all such evaluations so prepared by Owner’s Representative shall constitute “open public records” available for inspection and copying as provided for by law.

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.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents until the date of the final Certificate for Payment. 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, 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 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. 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. 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 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 advise the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend that the Owner require additional 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 recommendation 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 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 in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness 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 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 work with the Owner’s Representative to conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; assist the Owner’s Representative in issuing 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 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.

§ 4.2.11 The Architect will interpret and decide matters 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.

§ 4.2.12 Interpretations and recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect will endeavor to secure faithful performance by both Owner and Contractor.

§ 4.2.13 The Architect’s decisions on matters relating to aesthetic effect will be consistent with the intent expressed in the Contract Documents and the Contractor will adhere to those decisions.
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.

§ 5.2.1.1 The Contractor must offer a subcontract to the successful mechanical, electrical and plumbing Subcontractors identified by the Owner and included in the Contractor’s bid. This subcontract between a Contractor and a mechanical, electrical and plumbing Subcontractor must include a scope of work clause identical to the scope of work clause included in the Bid Documents and the contract between the Contractor and the Owner. A Contractor and a mechanical, electrical and plumbing Subcontractor may not enter any agreement in connection with bids submitted that would alter or affect the scope or price of the contracts entered into. This prohibition does not apply to the Owner’s Change Orders that result in changes to the plans or specifications, or to back charges allowed by the Contract.

§ 5.2.1.1.1 The Contractor shall base its Project Schedule on the schedule in the Specifications and bid instructions unless otherwise agreed to by the mechanical, electrical and plumbing Subcontractor.

§ 5.2.1.2 The Contractor may enter into subcontracts for work other than mechanical, electrical and plumbing Subcontractor work, if subcontractors are approved by Owner’s Representative through the Request for Subcontractor Approval Form. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract. The Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the Contractor’s own employees. If the Specifications require or otherwise designate only one Subcontractor or source of supply for Work required under the Contract Documents, the Contractor’s failure to acquire suitable contract arrangements with such Subcontractor or source of supply shall not excuse the Contractor from full responsibility and liability for any failure or default of such source of supply.

§ 5.2.1.3 Bidders shall submit a completed Request for Subcontractor Approval Form with their bid or within seven days of the Contractor bid opening. Submission of a completed Request for Subcontractor Approval Form is an element of responsiveness. Failure to submit this completed form within the above time limits will be considered unresponsiveness and may result in contract award to the next apparent low bidder. When no Subcontractors are anticipated, the Contractor shall give notice of this fact on the Request for Subcontractor Approval Form within the time limits noted above.

§ 5.2.1.4 All Subcontractors are subject to Owner’s approval. The Owner may request, or the Contractor may provide, any of the following information to substantiate the proposed Subcontractors’ qualifications or ability to provide any of the following information to substantiate the proposed Subcontractors’ qualifications or ability to provide any of the following information to substantiate the proposed Subcontractors’ qualifications or ability to...
perform the Work. The Owner shall consider such information when reviewing the qualifications of proposed Subcontractors to determine whether such qualifications serve the best interests of the Project.

.1 The amount of experience completing similar Work to that required by the Contract Documents;
.2 The quality of work the proposed Subcontractor has provided on past projects;
.3 The extent of available staffing and financial resources of the proposed Subcontractor;
.4 The Contractor’s intended method of monitoring the proposed Subcontractor’s Work;
.5 The level of supervision of the Subcontractor’s Work which the Contractor will provide; and
.6 Any other information regarding the proposed Subcontractor’s ability to complete the Work.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect 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, and met all other applicable criteria, 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 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 responsibly in submitting names as required.

§ 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. The Contractor shall not replace any Owner-identified or approved Subcontractor or material supplier without written approval of the Owner. Any Contractor request for replacement of a Subcontractor previously approved by the Owner shall include the reason(s) for such replacement and all documentation necessary to substantiate such change.

§ 5.2.5 The Contractor agrees to maintain a list of all Subcontractors and suppliers performing labor or furnishing materials for the Project.

§ 5.3 Subcontractual Relations
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.

(Paragraphs deleted)

§ 5.3.1 The Contractor shall be fully responsible for all acts and omissions of all Subcontractors and shall be responsible for scheduling and coordinating the Work of all Subcontractors and material suppliers.

§ 5.3.2 Nothing herein shall be construed to create any express or implied contractual relationship between Owner and any of the Contractor’s Subcontractors, suppliers or vendors.

§ 5.3.3 The Contractor shall cause Article 10.2 (Safety of Persons and Property), with appropriate changes in paragraph and entity designation, to be incorporated in all Subcontracts, regardless of tier.

§ 5.3.4 The Contractor shall insert the following mandatory provisions, with appropriate changes in paragraph and entity designation, in all subcontracts with Subcontractors:

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User Notes:
§ 5.3.5 Pursuant to Wis. Stat. §16.855 (14m)(a), any contract that the Contractor (referred to below as General Prime Contractor) enters into with a Subcontractor as defined under Wis. Stat. §16.855 (14)(e) shall include the following mandatory provisions:

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

If (mechanical, electrical, or plumbing subcontractor) is not paid by the deadline in this Contract, (general prime contractor) shall pay interest on the balance due from the eighth day after the (general prime contractor) receives payment from the Board of Regents for the work for which payment is due and owing to (mechanical, electrical, or plumbing subcontractor), at the rate specified in Wis. Stat §71.82, compounded monthly.

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

**INSURANCE AND BONDS** (mechanical, electrical, or plumbing subcontractor) shall not commence work under this Contract until it has obtained all necessary insurance required of (mechanical, electrical, or plumbing subcontractor) in the contract between the (general prime contractor) and the Board of Regents.

(Mechanical, electrical, or plumbing subcontractor) shall provide a separate 100 percent performance bond and a separate 100 percent payment bond to the benefit of the (general prime contractor) as the sole named obligie. Original bonds shall be given to the (general prime contractor) and a copy shall be given to the Board of Regents no later than 10 days after execution of this Contract.

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

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

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

**RETAI NAGE**  Retainage shall occur and be in amounts and on a schedule equal to that in the contract between (general prime contractor) and the Owner. Pursuant to Wis. Stat. §16.855(19)(b), Retainage between Contractor and mechanical, electrical and plumbing subcontractors is governed as follows:

As the work progresses under any subcontract as defined under Wis. Stat. §(14)(e) for construction of a project, the Contractor shall, upon request of a subcontractor, pay to the subcontractor an amount equal to the proportionate value of the subcontractor’s work properly completed, less retainage. The retainage shall be an amount equal to not more than 5 percent of the subcontractor’s work completed until 50 percent of the subcontractor’s work has been completed. At 50 percent completion, no additional amounts may be retained, and partial payments shall be made in full to the subcontractor unless the Board certifies that the subcontractor’s work is not proceeding satisfactorily. At 50 percent completion or any time thereafter when the progress of the subcontractor’s work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 10 percent of the value of the work completed. Upon substantial completion of the subcontractor’s work, any amount retained shall be paid to the subcontractor, less the value of any required corrective work or uncompleted work. All payments the general prime contractor makes under this paragraph shall be within 7 calendar days after the date on which the general prime contractor receives payment from the Board.

Pursuant to Wis. Stat. §16.855(14m)(b), subcontracts under sub (14)(e) must include a scope of work clause that is identical to the scope of work clause on which the subcontractor bid. The following Scope of Work language shall be included in the contracts between the general prime contractor and subcontractors:

**SCOPE OF WORK** The mechanical, electrical and plumbing subcontractor scope of work is identical to the general prime contractor scope of work included in these bidding and contract documents. By submitting and signing a bid, all bidders have examined all the Bidding Documents listed in the Table of Contents of the project Specifications. The successful bidders will be required to do all work which is shown on the drawings, mentioned in the Specifications, or reasonably implied as necessary to complete the division of work bid for this project.

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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 Owner 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 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, 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 and Owner’s Representative 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 and Owner’s Representative 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 costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, 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 Owner’s Representative 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.

§ 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.

§ 7.1.2.1 All Contractor requests for equitable adjustment shall be submitted to Architect and Owner’s Representative in written form. Such requests shall set forth with specificity the amount of and reason(s) for the proposed adjustment and shall be accompanied by supporting information and documents. The review, resolution, and payment of such requests shall be governed by Article 15.

§ 7.1.2.2 No adjustment of any kind shall be made to this Contract if asserted by the Contractor for the first time, after the date of final payment.

§ 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.

§ 7.1.4 Except in cases of emergency, no changes shall be made to the Work by the Contractor without having prior approval of Owner through a Construction Change Directive or Change Order.

§ 7.1.5 Electronic signatures are acceptable for signatures on Amendments, Change Orders, and Construction Change Directives.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect or Owner’s Representative 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 The inclusion of Subcontractor terms and conditions in the supporting documentation of a Change Order shall have no bearing on the contract between the Owner and Contractor, and shall not change any of the terms and conditions between the Owner and Contractor. Such supporting documentation shall not be construed as creating any expressed or implied contractual obligation of those terms and conditions between Owner and any of the Contractor’s Subcontractors, suppliers or vendors.

§ 7.2.3 A Change Order may be proposed by the Architect, Contractor, or the Owner. When a Change Order is proposed, the following procedures shall apply:

1. if requested by Owner’s Representative, the Contractor shall prepare and submit a detailed proposal, including all cost and time adjustments to which the Contractor believes it will be entitled if the change proposed is incorporated into the Contract. Owner’s Representative shall be under no legal obligation to issue a Change Order for such proposal;
2. the parties shall attempt in good faith to reach agreement on the adjustments needed to the Contract to properly incorporate the proposed change(s) into the Work;
3. in some instances, it may be necessary for Owner to authorize Work or direct changes in Work for which no final and binding agreement has been reached and for which unit prices are not applicable. In such cases the following shall apply:

1. upon written request by the Owner, through a Construction Change Directive, the Contractor shall
perform the proposed Work;

.2 the cost of such changes shall not exceed the amount in the Construction Change Directive, and be
determined in accordance with subparagraph 7.2.5;

.3 in the event agreement cannot be accomplished as contemplated herein, the Owner may authorize
the Work to be performed by Owner or to hire others to complete the Work. Such action on the part
of the Owner shall not be the basis of a claim by the Contractor for failure to allow it to perform the
changed Work.

§ 7.2.4 In the event Work is required due to an emergency as described in Article 7.1.4., the Contractor must request
an equitable adjustment as soon as practicable, and in no case later than ten (10) working days of the commencement
of such emergency.

§ 7.2.5 Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.2 shall be
limited to the following:

.1 actual labor rate includes the base rate, taxes, insurance and fringe benefits required by agreement or
custom and no Contractor markup except as allowed in 7.2.5.6 below. Unit labor is the labor time
anticipated to be expended to install the corresponding unit of actual materials. Labor cost is the labor
hours approved by Owner’s Representative multiplied by the Owner’s Representative pre-approved
composite hourly labor rates;

.2 actual material cost is the amount paid or to be paid by the Contractor for materials, supplies and
equipment entering permanently into the Work, including cost of transportation and applicable taxes.
This cost shall be substantiated by the vendor or supplier’s verified invoices/quotes. The cost shall not
exceed the usual and customary cost for such items available in the geographical area of the project;

.3 large tools and major equipment are those with an initial cost greater than $1,000, whether from the
Contractor or other sources. The rental rate shall not exceed the usual and customary amount for such
items available in the geographical area of the project. Tool and equipment use time allowed is only for
the extra Change Order work. Rental cost is the above tool and equipment time approved by Owner’s
Representative multiplied by the Owner’s Representative pre-approved rental rates also described
above;

.4 the cost of performance and payment bonds are the actual rate paid by the Contractor for such bonds;

.5 subcontractor costs are for those subcontracted specialties required to complete the Change Order work,
with maximum markups as outlined hereinafter;

.6 the maximum allowable markup for overhead and profit, by all parties of the Contractor and
Subcontractors, on Change Order proposals shall not exceed 15 percent total. The Contractor markup of
change order work done by Subcontractors shall not exceed 7 ½ percent; and the total combined mark-up
by Contractor and Subcontractor, on Subcontractor performed work shall not exceed 15 percent. When
the value of a Change Order proposal exceeds $30,000, a declining scale will be used to negotiate the
allowable combined overhead and profit margin. Where Change Order proposals involve a credit only, a
reasonable allowance for overhead and profit are properly included as part of the downward adjustment
for a deductive change exceeding $15,000. The amount of such allowance is subject to negotiation.

.7 all other Change Order expenses are part of the overhead and profit allowance which are not
reimbursable as separate items and include the following:

.1 all costs associated with the processing of the Change Order are included in the overhead and profit
allowance;

.2 all such efforts, unless specifically requested as additional Work to be documented as a Change
Order proposal or portion thereof, is included in the overhead and profit allowance;

.3 the layout required for the installation of material and equipment, and installation design, is the
responsibility of the Contractor and is included in the overhead and profit allowance;
3. small tools and supplies. The cost of small hand tools with an initial cost of $1,000 or less, along with consumable supplies and expendable items such as drill bits, saw blades, gasoline, lubricating or cutting oil, and similar items, is included in the overhead and profit allowance;

4. general expenses (for example, and not limited to: parking fees) which include those items that are a specific job cost not associated with direct labor and material, is included in the overhead and profit allowance;

5. the preparation of record or as-built drawings required is included in the overhead and profit allowance;

6. other costs: a) All association dues, assessments, and similar items are included in the overhead and profit allowance. b) All education, training, and similar items are included in the overhead and profit allowance. c) All drafting and/or engineering, unless specifically requested as additional Work to be documented as a Change Order proposal or portion thereof, is included in the overhead and profit allowance. d) All other cost items such as, but not necessarily limited to, review, coordination, estimating, and expediting, relative to Change Order proposals, are associated with field and office supervision and are included in the overhead and profit allowance.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect or Owner’s Representative 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. time and material, Not To Exceed. This Not To Exceed amount will be the amount the Contractor can complete the needed change in the Work, and shall include all costs for this work including overhead and profit;

2. unit prices stated in the Contract Documents or subsequently agreed upon; or

3. cost method agreed upon by all signing parties.

4. Intentionally deleted.

§ 7.3.4 (Paragraphs deleted)

Intentionally deleted.

§ 7.3.5 Intentionally deleted.

§ 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 Architect and Owner’s Representative 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 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 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 shall be subsequently issued for all Construction Change Directives when there is agreement on time and cost changes to the 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. 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. If the Contractor performs the Work set forth in the Architect’s order for a minor change without prior notice to the 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.

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 Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect and Owner’s Representative in accordance with Section 9.8.

§ 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. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the time for completion of the Work required by the Contract Documents is an essential condition of this Contract. The Contractor agrees that the Work required by the Contract Documents will be prosecuted regularly and diligently at a rate of progress that will ensure its final completion within the time specified in the Contract Documents. It is expressly understood and agreed, by the Contractor and the Owner, that the specified time period for completion of the Work described in the Contract Documents is a reasonable time for the completion of the Work, taking into consideration the average weather conditions and usual industrial conditions prevailing in the locality in which the Work is to be completed.

§ 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, and receiving the Notice To Proceed.

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

§ 8.2.4 Costs for acceleration of Work activities to allow completion of the Project in less time than that allowed by the Contract Documents shall be borne by the party requesting such acceleration or early completion. No claim for delay
shall be valid against the Owner for compensation for delayed completion which extends completion beyond the early finish date, but which does not continue beyond the stated time for completion as set forth in the Contract.

§ 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; or (4) by other causes that the Contractor asserts, and the Owner’s Representative determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Owner’s Representative may determine.

§ 8.3.1.1 If any activity is delayed, or anticipated to be delayed, thereby delaying the Substantial Completion of the entire Project, the Contractor shall have the right to take action as may be necessary to recapture any delay. Such action shall include, but not be limited to:

1. increase in staffing;
2. increase in shifts, hours of Work, or number of days of Work;
3. use of available Float; or
4. changing the sequence of Work activities.

Costs caused by delays or improperly timed activities shall be borne by the party responsible therefore, and Change Orders, as deemed appropriate, shall be issued in accordance with Article 7 of these General Conditions.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.2.1 When events occur which, in the opinion of the Contractor, prevent completion of the Project within the time period allowed by the Contract Documents, the Contractor shall request an extension of the specified time for completion. Such request shall include the reasons for delay, the amount of time extension being requested, and any cost(s) associated with the delay. All such requests shall be made in writing and delivered to Owner’s Representative within ten (10) working days from the beginning of such delay, or within ten (10) working days from the time when the circumstance with potential for delay becomes reasonably known to the Contractor, whichever is earlier. The Owner’s Representative shall act on such requests as soon as practicable and notify the Contractor of Owner’s decision.

§ 8.3.2.2 If the Contractor fails to complete the Work within the time specified in the Contract and such failure is due to reasons which were not beyond the reasonable control of the Contractor or if the Contractor fails to complete the Work within the time specified in the Contract and fails to make the written request as provided for in 8.3.2, then in any such event the Contractor shall pay to the Owner actual damages.

§ 8.3.2.3 If Owner terminates the Contract, or suspends or stops Work in accordance with 2.4 due to the fault of the Contractor, the damages described in Paragraph 8.3.2.2 shall be assessed for each day (or any part thereof) such Work is stopped on the Project. If the Owner does not elect to terminate the Contract or to suspend or stop the Work, the damages shall be assessed for each day of delay in Substantial Completion.

§ 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. The Owner may, at its discretion, waive damages due the Owner, or any portion thereof.

ARTICLE 9   PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum 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. Payments to the Contractor under the Contract Documents will be made as provided for in Wis. Stat.§ 16.855(19)(a), as the Work progresses on this Project. Payment requests will be processed monthly, except for special circumstances approved by Owner’s Representative. The Contractor must perform all of the conditions required for payment and must have met the obligations which are necessary to qualify for any partial payments. No Contractor whose Work is deficient or whose Work fails to conform to the quality standards set forth in the Contract Documents shall be entitled to interim, progress or partial payments.
§ 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
As soon as practicable after the Notice to Proceed is received, but not later than submission of the first payment application, the Contractor shall submit to the Architect a Schedule of Values for work to be performed, as prescribed by the Contract Documents and in the detail requested by the Architect. The cost breakdown items shall reflect actual work progress stages as closely as feasible which, if approved by Architect, will become the basis for Applications for Payment.

§ 9.3 Applications for Payment
§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the 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.

§ 9.3.1.1
.1 As a condition precedent to entitlement to payment, the Contractor shall, at the request of the Architect or Owner’s Representative, submit satisfactory evidence to establish that the sum set forth in any Application for Payment represents the "proportionate value" of Work completed;

.2 The Contractor shall certify each request for payment as being a true, accurate, and complete statement of account as of the date on which the certificate was made, and that the stated sums are then earned and payable to the Contractor.

.3 All requests for payment shall be submitted to the Architect. To expedite payment of sums due under the Contract, the Contractor, Owner’s Representative and Architect shall, where possible, jointly review any such request for payment at the site, inspecting the Work if necessary to determine the validity of the request or modifications to the request which are necessary to accurately represent the value of Work completed in accordance with the Contract Documents.

.4 The Contractor shall furnish any and all accounting records requested by the Architect or Owner’s Representative to validate all or any part of any request for payment. The Contractor shall maintain these accounting records for a period of three (3) years from the date the Architect authorizes final payment.

.5 The Contractor agrees to indemnify and hold the Owner harmless from all claims growing out of lawful demands of Subcontractors, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance the Work required by Contract Documents.

.6 The Contractor shall, at Owner’s Representative or Architect’s request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived.

.7 If separate prices are set forth in the Contract Documents for identifiable items of Work, payment for such prices shall be made at the time of completion of those items of Work. Payment under this Paragraph shall be an interim payment until the time of final payment and acceptance of the Work by Architect.

.8 Pursuant to Wis. Stat. § 16.855(19)(a), as the Work progresses under this Contract for Construction the Architect or Owner’s Representative, from time to time, shall grant to the Contractor an estimate of the amount and proportionate value of the work properly completed, which shall entitle the Contractor to receive the amount, less the retainage, from the proper fund. The retainage shall be an amount equal to not more than 5 percent of the estimate until 50 percent of the work has been completed. At 50 percent
completion, no additional amounts shall be retained, and partial payments shall be made in full to the Contractor unless the Owner certifies that the job is not proceeding satisfactorily. 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, any amount retained shall be paid to the Contractor, less the value of any required corrective Work or uncompleted Work. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by 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 properly 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 the requirement that it holds clear title to all property of every description which serves as the basis for the Application for Payment. Contractor warrants that title to any such property is being transferred to the Owner free and clear of all liens. If requested by the Architect or Owner’s Representative, the Contractor shall produce satisfactory evidence of transfer of title from suppliers and Subcontractors to the Contractor, without reservation, or with adequate waiver of lien. These payments may include any fabricated or manufactured materials and components specified, previously paid for by Contractor and delivered to the site, properly stored, and suitable for incorporation into the Work embraced in the Contract. The Contractor shall identify the method of storage for such materials. Proper evidence of insurance shall be presented to protect the interest of the Owner. If payment is intended to be requested for any off-site storage items, such items shall be listed as separate lines in the request and certification for payment, cost breakdown. Architect or Owner’s Representative, upon their request, shall be allowed to verify such materials and equipment no matter the location stored and located.

§ 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. The Contractor shall have the sole responsibility for obtaining proper insurance on, as well as the responsibility for the care and protection of materials and Work upon which payments have been made. The Contractor shall be responsible for the restoration of any damaged Work. Nothing herein shall operate as a waiver of the rights of the Owner to require fulfillment of all of the terms of the 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 determines is properly due, and notify the Contractor and Owner of the Architect’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 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 to the Owner, based on the Architect’s evaluation of the Work and the data in the Application for Payment, that 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.
§ 9.5 Decisions to Withhold Certification
§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the 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. The 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 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 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, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the 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 are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect 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. In paying any unpaid bills of the Contractor relating to the Work, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor for its account and the Owner shall not be liable to the Contractor for any such 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 Not more than seven (7) calendar days following the receipt of each payment from the Owner, the Contractor shall make payment to each and every person, Subcontractors, or entity who furnished goods or services for the progress of the Work on the Project, the value of which goods or services were included in the Contractor’s Request for Payment and Certification for Payment, or who by law or Contract payment is due upon the receipt of the payment most recently received from the Owner. The Contractor shall insert a provision in all subcontracts requiring payment in the manner herein specified. The Contractor shall also require Subcontractors to include a like provision in all contracts with their subcontractors or suppliers, regardless of tier.

§ 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.

§ 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. 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.

§ 9.6.5.1 In the event Owner receives notice from any person, Subcontractor, or other third party, that the Contractor has failed to pay such person(s) for Work performed in accordance with the Contract Documents, the Owner shall notify the Contractor and the Contractor shall, in no more than 10 calendar days, provide all documentation Owner’s Representative believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event Owner’s Representative determines the claim to be valid and payment is due, or in the absence of aforementioned documentation, Owner’s Representative may authorize direct payment of any unpaid bills, withholding from the Contractor’s unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory documentation is furnished that all liabilities have been fully discharged or reasons for non-payment of disputed amounts are provided by the Contractor. In no event shall these provisions be construed to impose any obligations upon the Owner to either the Contractor or the Contractor’s Surety.

§ 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 supplied 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.

§ 9.6.7.1 Pursuant to Wis. Stat. § 16.855(19)(b) and § 16.855(14m)(a) retainage on a Subcontract shall occur and be in amounts and on a schedule equal to the retainage schedule in the contract between the Contractor and the Owner.

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

§ 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 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, then the Contractor may, upon seven additional days’ notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. In the event the Contractor elects to stop Work under this Section 9.7, upon recommencing the Work, the Contractor may seek a Change Order to assert a claim for adjustment of the Contract Time and the Contract Sum by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 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 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. 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.

§ 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 identifies any item, whether or not included on the Contractor's list, which is not sufficiently complete, in need of correction, or in need of replacement to be 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.

§ 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 On the date of Substantial Completion, the Contractor shall assign to the Owner all warranties and guarantees of labor or material incorporated into the Work which are provided by third party vendors, suppliers, manufacturers, and Subcontractors.

§ 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. While the Owner has such possession or use, the Contractor shall be relieved of the responsibility for loss or damage to the Work resulting from the Owner's possession or use. 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.

§ 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, 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. The Contractor will prepare a list of items of Work remaining to be performed or corrected on those portions of the Project that the Owner intends to take possession of or use.

§ 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 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 listed in Section 9.10.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor provides certification that all debts and claims against this Project have either been paid in full or otherwise satisfied and give final evidence of release of all liens against the Project, the Owner, and all proceeds payable hereunder. The Contractor shall certify upon such payment request that the data contained therein is current, accurate, and complete. Contractor shall permit, if requested by Owner’s Representative, the final inspection to be jointly conducted by the Contractor, Architect and Owner’s Representative. The Contractor shall give Notice at least 72 hours in advance of the time set for final inspection. Upon completion of the project and before receiving final payment for work on the project, as required by law, the Contractor shall file with Owner’s Representative an affidavit stating that the Contractor has complied fully with Wis. Stat. § 103.49(4r) and that the Contractor has received an affidavit from each of the Contractor’s agents, and Subcontractors stating that they also have complied fully with Wis. Stat. § 103.49(4r).

§ 9.10.2.1 As a condition precedent to final payment, all corrective actions to remedy deficiencies in the Work required by Contract Documents and Work identified on the punch list must have been completed. In addition, where required by Contract Documents, all training of the Owner’s staff in the proper operation and maintenance of the Work shall have been completed, Operating and Maintenance Manuals and Instructions as well as drawings marked up to reflect "as built" conditions must have been transmitted to Owner’s Representative and all warranty certificates signed and presented for Owner’s Representative acceptance.

§ 9.10.2.2 When to the satisfaction of Owner’s Representative and Architect the Work has been completed, and is of the quality required by the Contract Documents, Owner’s Representative may authorize payment of all sums then due the Contractor. Receipt of the final payment, as provided for herein shall constitute a waiver of any and all claims against the Owner arising out of, under, or incident to the Work performed under the Contract.

§ 9.10.2.3 If the Contractor fails to submit a request for final payment or make satisfactory arrangements with Owner’s Representative within thirty (30) calendar days of the final inspection or accepted punch list, no further payments will be made and the Contract will be closed. The last request for Certification for Payment will be considered the final payment under the terms and conditions of the Contract.

§ 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 or Owner’s Representative 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 but not limited to:
.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;
.4 audits performed by the Owner after final payment;
.5 any warranty or guarantee required by the Contract Documents;
.6 any other right surviving the Owner as to which the Contractor was specifically given notice before or during the final inspection and final payment process; or
.7 rights surviving to the Owner as a matter of law.

§ 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.
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. The Contractor, its agents, employees, material suppliers and subcontractors will perform all Work on the project in a safe and responsible manner. In particular, Contractor shall, at its own expense, conform to the safety policies and regulations established by the Contractor and shall comply with all specific safety requirements promulgated by any government authority, including without limitation the requirements of the Occupations Safety and Health Act of 1970 and the Construction Safety Act of 1969 and all standards and regulations which have been or shall be promulgated by the parties or agencies which administer the Acts. Contractor shall comply with said requirements, standards and regulations, and require and be directly responsible for compliance therewith on the part of its said agents, employees, materials suppliers and contractors; and shall directly receive, respond to, defend, and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its failure on the part of its agents, employees, material suppliers or subcontractors to so comply.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall strictly comply with, and bear full responsibility for, any safety procedure set forth in the Contract Documents. In the absence of such compliance, the Contractor shall be responsible for indemnification of the Owner for any cost and expense resulting from any such failure to abide by any safety procedure set forth in the Contract Documents, including legal fees. At the sole discretion of Owner, the Contractor may also be subject to termination of the Contract for default. The Contractor shall take all precautions for safety of, and shall provide all protection to prevent damage, injury, or loss to:

1. employees on the Work and other persons who may be affected thereby (including, but not limited to the public, and the Owner’s personnel and agents);
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. Contractor shall have properly qualified and trained personnel on safety means and methods, and properly qualified supervision.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, all 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. For these purposes, the Contractor shall:

1. provide appropriate safety barricades, signs, and signal lights;
2. comply with any safety requirement published by any governmental authority with jurisdiction over the site, including Federal, Owner, or local jurisdictions;
3. ensure that any additional measures which are reasonably necessary for the purposes stated are taken.

§ 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 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. If the Owner becomes aware of any noncompliance by the Contractor...
§ 10.2.5.1 In case of an emergency which threatens loss or injury of property, or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner’s Representative, in a diligent manner. The Contractor shall notify Owner’s Representative immediately thereafter. Any claim for compensation by the Contractor due to such extra Work shall be promptly submitted to the Owner’s Representative and Architect for approval as provided for in Article 7 of the General Conditions.

§ 10.2.5.2 In the event of temporary suspension of Work, or during inclement weather, or whenever Owner’s Representative shall direct, the Contractor shall reasonably protect all Work and materials against damage or injury from the weather. This contract provision shall be incorporated into the contracts between the Contractor and Subcontractors. If, in the opinion of Owner’s Representative, any Work or materials have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to reasonably protect the Work, such materials shall be removed and replaced at the expense of the Contractor.

§ 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
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.

§ 10.3 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. The Contractor shall use the least hazardous materials, equipment, and processes to execute the Work. The Contractor shall comply with all OSHA rules and regulations. If the Contractor encounters a condition that it suspects may contain a hazardous material or substance that is 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, take all reasonable steps that, in its judgement, are necessary to prevent bodily injury or death, up to and including stopping the Work.

§ 10.3.2 Contractor shall give notice to Owner of the condition that may contain the hazardous material or substance. Contractor shall have the right to engage a licensed laboratory/subcontractor to test the suspected hazardous material or substance. Owner will negotiate for reimbursement of reasonable testing costs if the test results do not verify the presence of a hazardous material or substance by a Change Order. Owner, by Change Order, will reimburse Contractor for reasonable testing costs if the tests results verify the presence of a hazardous material or substance.

§ 10.3.3 When hazardous materials or substances, not addressed in the Contract Documents, are required to be removed or disturbed to complete the Work, Contractor and Owner will negotiate how to complete that new work. If Contractor agrees to perform this work, a Change Order will be negotiated potentially adjusting the Contract Sum and Contract Time. Such new work will be at the sole direction of the Owner.

§ 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.
§ 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.

§ 10.3.6 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.

§ 10.4 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 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. Owner shall also be additionally insured on Contractor’s general liability, auto, umbrella liability, employer’s liability and contractor’s pollution liability insurance policies. Furthermore, these policies shall also include a waiver of subrogation provision in favor of the owner.

§ 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. The bond may be enforced by any person or entity who is entitled to enforce the bonds as a matter of law and who is damaged as a result of breach of these commitments by the Contractor on the Project to which these provisions apply. The Owner shall not be responsible for the default of the Contractor and the remedies of any damaged party shall be limited to an action by the damaged party against the defaulting Contractor and/or its bonding company, in addition to any other coverage for the bond.

§ 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 The Contractor shall not commence Work under this Contract until the Contractor has obtained all the insurance required under this Contract. The company providing the insurance must be lawfully authorized to do business in State of Wisconsin and/or be approved by the Owner with a minimum A.M. Best rating of A X. The Contractor shall provide the following insurance:

§ 11.2.1. Worker’s Compensation Insurance:

.1 the Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors, to maintain, Worker’s Compensation Insurance as required by State of Wisconsin
§ 11.2 Statutes and any applicable Federal Act coverage such as the Longshoremen’s and Harbor Workers Act, the Jones Act or the Admiralty Act for all employees engaged in Work associated with the Project under this Contract. Minimum coverage is listed in section 11.2.

.2 the Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors, to maintain, Employer’s Liability Insurance. Minimum coverage is listed in section 11.2.

§ 11.2.2 Commercial General Liability Insurance and Excess Liability-Umbrella:

.1 the Contractor shall maintain during the life of this Contract, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Contract. Minimum coverage is listed in section 11.2. Such coverage shall be of the “occurrence” type form.

.2 the Contractor’s Commercial General Liability and Umbrella Insurance shall apply to the provisions of indemnity obligations under Section 3.18 of these General Conditions.

.3 the Contractor shall require Subcontractors to procure and maintain Commercial General Liability Insurance and Excess Liability equal to that required in section 11.2. The Contractor shall require each Subcontractor, to procure and maintain Commercial General Liability and Umbrella Insurance equal to that required in section 11.2. However, the Contractor may insure the activities of the remaining Subcontractor(s) in the Contractor’s policy. The Contractor’s policy shall include coverage for Owner’s Contractors.

§ 11.2.3 Auto Liability Insurance:

.1 the Contractor shall procure and shall maintain during the life of the Contract Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Contract. Minimum coverage is listed in section 11.2.

.2 the Contractor shall require each Subcontractor, to procure and maintain Commercial Auto Liability Insurance equal to that required in section 11.2 of the General Conditions.

§ 11.2.4 The minimum required limits do not represent the coverage and limits necessary to protect the Contractor. The limits should not be construed in any way to limit the Contractor’s liability to the Owner.

§ 11.2.5 The General Contractor and its consultants retained under the terms of this Contract, shall procure and maintain professional liability insurance providing for payment of the insured’s liability for errors, omissions, or negligent acts arising out of the performance of professional services required under this Contract. Minimum coverage shall not be less than $1,000,000 each and every claim and in the aggregate; however “unique” or “high risk” projects and/or those with Contract values over $10,000,000 will require a minimum coverage of $5,000,000. Professional liability insurance shall not have any exclusion for pollution and/or environmental liabilities. Professional Services as defined in the insurance policy of the Contractor, shall include, and correspond with the services as provided by the Contractor in this agreement.

The Contractor shall also carry Contractor’s Pollution Liability (CPL) coverage with at least $1M in limits for smaller projects (e.g. contract values of $1M or less) and $3M limits for middle-sized contracts (e.g. $1M – 10M contract values) and $5M limits for larger contracts (e.g. contract values of $10M or more).

§ 11.2.6 Minimum Limits Required:
At Owner’s discretion, the following limits may be increase.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$2,000,000 General Aggregate (applies per project)</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Products Aggregate</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Personal Injury</td>
</tr>
</tbody>
</table>
$1,000,000 Each Occurrence
$50,000 Fire Damage
$5,000 Medical Expense Per Person

Automobile Liability
$1,000,000 Combined Single Limit

Excess Liability Umbrella
$5,000,000 Each Occurrence
$5,000,000 Aggregate

Worker’s Compensation/Employers Liability Insurance
1. State: Statutory to all states the work is being performed;
2. Federal: As Applicable;
3. All Employees, partners, individuals, any managers on project site must be included for coverage.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employers Liability</td>
<td>$100,000 Each Accident</td>
</tr>
<tr>
<td>Employers Liability Disease</td>
<td>$100,000 Each Employee</td>
</tr>
<tr>
<td>Employers Liability Disease</td>
<td>$500,000 Policy Limit</td>
</tr>
</tbody>
</table>

§ 11.2.7 Proof of Insurance: The Contractor shall provide a certificate of insurance to the Owner indicating coverage is in place at the limits set forth in this Article. The insurer shall give the Owner thirty (30) day notice of cancellation or changes in coverage. The insurance certificate shall be provided before commencement of the Contract. If the Contractor is self-insured, audited financial records will need to be provided that clearly demonstrate the financial ability to cover losses up to the limits of insurance required. The Contractor shall also be required to disclose deductibles or Self-Insured Retention’s (SIR).

§ 11.2.8 Commercial General Liability and Auto Liability carried under this Contract shall contain a provision making it primary and non-contributory to any other coverage available to the Owner.

§ 11.3 The Owner shall purchase and maintain Builder’s Risk insurance in the amount of, at least, the initial Contract sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis.

§ 11.3.1 Intentionally deleted.

(Paragraphs deleted)

§ 11.3.2 Off-Site and Transit Coverage: Upon the request of the Contractor and written approval of the Owner, the Property Insurance policy, subject to policy terms, definitions, and conditions, will provide a $250,000 limit for materials and/or Work stored off the site or in transit. It is the Contractor’s responsibility to insure materials and/or Work in excess of this amount. The Owner will not be responsible for materials or completed Work under the care, custody, and control of the manufacturer prior to delivery;

§ 11.3.3 Deductible: The risk of loss within the deductible amount will be borne by the Contractor;

§ 11.3.4 Loss of Use Insurance: The Owner may maintain such property insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused.

§ 11.3.5 Policy Review: A copy of the property insurance policy or policies may be obtained pursuant to the Public Records and Property Provisions of the Wisconsin State Statutes.

§ 11.4 The Contractor waives all rights against Owner and shall require its insurers to waive any rights of subrogation or recovery, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Contract. The policies shall provide such waivers of subrogation by endorsement or otherwise, except as set forth in 11.4.1 below. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise; did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged. This waiver shall be effective only to the extent any policy of insurance is not impaired thereby. This contract provision shall be incorporated into the contracts between the Contractor and Subcontractors.
§ 11.4.1 The Owner retains the right to subrogate against the Contractor and Subcontractor(s) for damage to property, including loss of use thereof, provided said property damage is to work performed by other parties and provided said Contractor’s and Subcontractors’, negligence contributed in any way to said damage. This contract provision shall be incorporated into the contracts between the Contractor and Subcontractors.

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 Representative’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, or Owner’s Representative, be uncovered for 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’s Representative has not specifically requested to examine prior to its being covered, the Architect or Owner’s Representative 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 with no adjustment to Contract Time.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Owner’s Representative 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 commence ment 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, 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.

§ 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.

§ 12.3 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 laws of the 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. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. The Owner may withhold its consent in its sole discretion. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.1.1 In case the Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain an article substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and subject to the terms of this Contract and claims of offset by the Owner.

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

§ 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.

§ 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 and Owner’s Representative timely notice of when and where tests and inspections are to be made so that the Architect and Owner’s Representative 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 and Owner’s Representative of when and where tests and inspections are to be made so that the Architect and Owner’s Representative 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 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 and Owner’s Representative.

§ 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 as listed in the Standard form of Agreement Between Owner and Contractor or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 Reserved
§ 13.7 Reserved

§ 13.8 Nondiscrimination/Affirmative Action -
§ 13.8.1 In connection with the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. §51.01(5), sexual orientation, national origin, or any other basis prohibited by law. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities. This contract provision shall be incorporated into the contracts between the Contractor and Subcontractors.

§ 13.8.2 Contracts with a value of fifty thousand dollars ($50,000) or more require the Contractor to submit a written affirmative action plan acceptable under Wisconsin Statutes. An exemption occurs from this requirement if the Contractor has a Work force of less than thirty (30) employees. The Contractor is responsible for obtaining affirmative action compliance from Subcontractors.

§ 13.8.3 The Contractor should establish and take appropriate initiatives to reach goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic, or other relevant data which shall cover construction projects or construction contracts performed in specific geographical areas. The goals shall be applicable to the Contractor’s, and Subcontractor’s entire work force which is working in the area covered by the goals. The goals are established and are as follows:

<table>
<thead>
<tr>
<th>County</th>
<th>Women Goal</th>
<th>Minority Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams/Juneau/Monroe/Vernon</td>
<td>12%</td>
<td>2%</td>
</tr>
<tr>
<td>Ashland/Bayfield/Douglas/Price</td>
<td>9%</td>
<td>6%</td>
</tr>
<tr>
<td>Barron/Sawyer/Washburn</td>
<td>13%</td>
<td>4%</td>
</tr>
<tr>
<td>Brown</td>
<td>11%</td>
<td>9%</td>
</tr>
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Source: Combined Occupation Distribution: 2000 Census

§ 13.8.4 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom a Contractor has a collective bargaining agreement, to refer to either minorities or women shall excuse the Contractor’s required initiatives under these specifications.

§ 13.8.5 The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the Owner that sets forth the provisions of this Article 13.8.

§ 13.8.6 Failure to comply with the conditions of this Article 13.8 may result in the Contractor becoming declared an "ineligible" Contractor, termination of the Contract, or withholding of payment.

§ 13.9 Minimum Wages
§ 13.9.1 The Contractor shall post, at an appropriate conspicuous point on the site of the Project, a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in Work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.
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 30 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;
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.2 an act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
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.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.
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.
.4 Intentionally deleted.

§ 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, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable and mutually agreed upon costs incurred by reason of such termination.

§ 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’s Representative and the Architect, 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;
.
.
.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
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.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
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.
.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

The Owner may exercise any and all rights or remedies provided for herein, by law or in equity, either concurrently or singly in its sole discretion.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, 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, three days’ notice, 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 secured for this project by the Contractor; and
.
.
.2 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 for the Work the Contractor performed until the Work is finished by another contractor in consideration of 14.2.4.

§ 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, although the excess shall not exceed the unpaid Work performed by 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.

§ 14.3 Suspension by the Owner for Convenience
§ 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 and at its sole discretion, terminate the Contract for the Owner’s convenience and without cause.

§ 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.

§ 14.4.3 In case of such termination for the Owner’s convenience, the Owner shall pay the Contractor for Work properly executed; reasonable costs incurred by reason of the termination, including reasonable costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

§ 14.4.3.1 The Contractor shall be paid for all Work performed to the effective date of termination, and any "Reimbursable Expenses" outstanding as of the date of termination. The term "Reimbursable Expenses" shall include the cost of personal property or materials which meet requirements of the Contract Documents and have been purchased by the Contractor for incorporation into the Work but not yet incorporated therein; lease payments due to an unaffiliated third party lessor for equipment provided to the Project, where the lease term extends beyond the termination date of this Contract and the Contractor is unable to terminate said lease; and other costs approved by Owner’s Representative. Reimbursable Expenses do not include lost profits or payments due to Subcontractors for any period of time subsequent to termination of the Contract. Upon payment of the Reimbursable Expenses, the Contractor shall deliver to the Owner any materials or personal property for which said payment has been made.

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 and Owner’s Representative, 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 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. This is a condition precedent to any liability on the part of the Owner. The Contractor must comply with the following requirements:

1. first, the Contractor shall present its Claim to the Initial Decision Maker who shall have twenty one (21) calendar days after presentation of the Claim to act thereon or notify the Contractor in writing of the additional time required for such action if greater than the aforementioned twenty-one (21) day period. Failure by the Initial Decision Maker to so act within the aforesaid period of time shall constitute a rejection of the Contractor’s Claim;

2. if the Initial Decision Maker is not the Owner and the Contractor’s Claim is rejected by Initial Decision Maker, the Contractor may appeal it in writing to the Owner. Any such appeal shall be made within twenty-one (21) calendar days after it is rejected by Initial Decision Maker. If no such appeal is made, the decision of Initial Decision Maker shall become final and binding and the Contractor shall waive its right to pursue the Claim further;

3. if the Contractor files a timely appeal of the decision of Initial Decision Maker, the Owner shall act on the Contractor’s Claim within fourteen (14) calendar days or notify the Contractor in writing, of the time required for such action if greater than the aforementioned fourteen (14) day period. Failure by the Owner to so act within the aforesaid period of time shall constitute a rejection of the Claim;

4. if the Contractor’s Claim is rejected by the Initial Decision Maker, the Contractor shall, as a condition precedent to filing suit against the Owner, comply with resolution procedures set forth in Wisconsin statutes.

§ 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 and any subsequent judicial action or appeal, 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 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. The Owner and the Contractor shall act in good faith to efficiently and fairly resolve Claims and disputes arising under the Contract in order to avoid, wherever possible, formal legal proceedings.

§ 15.1.5 Claims for Additional Cost

It is recognized by the Owner and Contractor that performance of the Owner’s duties may require or cause the interruption or suspension of the Work for periods other than the reasonable time allowed under 2.4. 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. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5.1 In the event of such interruption or suspension, the Owner and the Contractor shall negotiate in good faith in an effort to agree upon the additional construction costs and other amounts, if any, that shall be paid the Contractor because of the interruption or suspension of Work. Anything in the Contract Documents to the contrary notwithstanding, however, it is expressly understood and agreed that:
.1 the total amount recoverable by and payable to the Contractor shall be limited to an amount equal to the sum of the additional construction costs and other amounts actually incurred by the Contractor because of the Owner’s actions and omissions; plus a maximum overhead and profit allowance equal to fifteen (15) percent of the sum of additional construction costs and other amounts.

.2 overhead costs for extended or unabsorbed overhead shall not be used as the basis for calculating or determining the amount of any additional construction costs or other amounts recoverable by or payable to the Contractor; and

.3 by entering into this Contract with the Owner, the Contractor hereby waives any rights that it otherwise might have to pursue recovery of overhead costs for extended or unabsorbed overhead from the Owner.

§ 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. In the case of a continuing delay, only one Claim is necessary.

.1 Where, under the Contract, Initial Decision Maker extends the amount of time specified for completion of the Project, the new time limit fixed by such extension shall be the essence of this Contract.

.2 Time extensions and associated adjustments in the Contract Documents which are implemented by, or based on Change Orders for which an overhead allowance would otherwise be permitted hereunder, shall not include any allowance for extended and unabsorbed overhead costs.

.3 Permitting the Work or any part of it to continue after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner, of any of the Owner’s rights under the Contract or a waiver of any default by the Contractor.

§ 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, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. A determination on a Claims in accordance with 15.1.6.2 shall only be made by the Initial Decision Maker upon written request by the Contractor. Not all extension(s) in the allowable time for completion, when granted by Initial Decision Maker, will result in additional compensation to the Contractor.

(Paragraphs deleted)

§ 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 and 10.4, shall be referred to the Initial Decision Maker for initial decision. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following 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 Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker’s sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the 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 Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner’s expense.
§ 15.2.4 If the 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 Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision 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.

§ 15.2.6 Intentionally deleted.

§ 15.2.6.1 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 Litigation

§ 15.3.1 Any judicial action relating to the construction, interpretation, or enforcement of the Contract Documents including without limitation, the Contractor’s claims, demands, and causes of action for additional construction costs, delay damages, and other amounts owed hereunder, shall be brought and venue in the Dane County Circuit Court in Madison, Wisconsin. The Contractor hereby consents to personal jurisdiction in that venue, and waives any defenses that the Contractor otherwise might have relating thereto.

§ 15.3.2 The Contractor hereby waives its right to a jury trial in connection with any judicial action or proceeding that may arise by and between the Owner and the Contractor concerning the construction, interpretation, or enforcement of the Contract Documents including, without limitation, any claims, demands, or causes of action that the Contractor hereafter may assert against the Owner for additional construction costs, delay damages, and other amounts.

(Paragraphs deleted)
Additions and Deletions Report for
AIA® Document A201® – 2017

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PAGE 1

(Name and location or address)
General Conditions, dated 5/8/2020
As stated in the A101 and B101 agreements for this project.
...

(Name, legal status and address)
Board of Regents of the University of Wisconsin
c/o UW System Administration - CPB
780 Regent Street, Suite 239, Madison, WI 53715
...

(Name, legal status and address) Architect as defined in A101 and B101 agreements for this Project.
...

User Notes:
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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 the Contractor’s bid or proposal, General Requirements, Invitation to Bid, Drawings, Specifications, Addenda, and any changes in the Work approved by the Owner and Contractor 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 (as defined in section 7.4) issued by the Architect. 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.

... § 1.1.2.1 The Owner and the Contractor hereby commit themselves to good faith negotiation, coordination, and cooperation to assure the timely completion of the Project.

...

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including but not limited to plans, elevations, sections, details, schedules, and diagrams.

...

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

...

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. At the Owner’s sole discretion, the Initial Decision Maker may be replaced at any time, for any reason. If the Initial Decision Maker is replaced, notice shall be provided.

§ 1.1.9 Contractor
See 3.1.1 for definition.

§ 1.1.10 Intentionally blank

§ 1.1.11 Delay
A Delay is an event that causes an increase in the duration of the Project, or that changes the sequence of the Work or individual Work activities, thereby preventing completion of the Project within the time period specified in the Contract Documents.
§ 1.1.12 Equal
Equal means material, equipment or methods proposed and warranted by the Contractor as being equivalent to essential attributes of the material, equipment or method specified in the Contract Documents, and approved by the Architect and Owner’s Representative.

§ 1.1.13 Notice To Proceed
Notice to Proceed is a written notice provided by the Owner to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for completion of the Work.

§ 1.1.14 Owner
The Owner is the Board of Regents of the University of Wisconsin System. The Board of Regents of the University of Wisconsin System exercises the powers and duties prescribed by Wis. Stat. § 16.855. The terms "Board," "Board of Regents," or "The Board of Regents" as used in this document also refer to the Owner.

§ 1.1.15 Reserved

§ 1.1.16 Owner’s Representative
Owner’s Representative is the person or persons delegated authority to act on behalf of the Owner. The Owner’s Representative will be designated in writing. Owner reserves the right to change its designated Owner’s Representative at any time for any reason. If the Owner’s Representative is changed, notice shall be provided. The Owner’s Representative may, upon written notice, delegate part of their responsibilities to the Architect or Contractor.

§ 1.1.17 Project Schedule
The Project Schedule is a graphic and written analysis of activity duration and sequencing, which is required for successful completion of the Project within the time period identified in the Contract Documents. The Project Schedule shall be in sufficient detail to permit meaningful analysis of work tasks, durations and critical path to Substantial Completion in the sole opinion of the Owner’s Representative.

§ 1.1.18 Shop Drawing
See 3.12.1 for definition.

§ 1.1.19 Subcontractor
The Subcontractor means a person or firm who enters into a contract with the Contractor or a Subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers, and is equivalent to Sub-subcontractor for all provisions of this Contract.

§ 1.1.20 Submittal
Submittals includes Shop Drawings, Product Data, Samples, etc. submitted by the Contractor to the Architect regarding some portion of the Work.

§ 1.1.21 Substitution
Substitution means the use of material or equipment not specified in the Contract Documents, but that the Contractor proposes and warrants as suitable for the use intended and conforms to all other physical, functional, and performance requirements of the Contract Documents.

§ 1.1.22 Surety
Surety is a person or entity licensed to do business in the State of Wisconsin, who provides separate performance bonds and payment bonds to a Contractor to indemnify the Owner against all damages suffered by failure of the Contractor to perform the Work and to pay all lawful claims of Subcontractors, Material Suppliers, and laborers.

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§ 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, with the standard of quality established by the Contract Documents and within the allowable time period specified. The Contract Documents are complementary, with technical provisions set forth in the Specifications and complemented by the Drawings 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. The failure of the Contractor to account for all aspects of the Work in its bid shall not relieve the Contractor from performing the Work.

§ 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. In the event of any conflict between the terms of this Contract and any provision of law, the provision of law shall control, and the parties hereto shall not be free to Contract contrary to law.

§ 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, except for the provisions of the Single Prime Bid dictated by statute.

... 

§ 1.2.4 Conflicting Conditions

§ 1.2.4.1 The Architect shall take all reasonable steps, and care common for the profession in the area, to assure that the Contract Documents are as accurate as possible, and provide information which, in the opinion of the Architect, is necessary in preparing bids and constructing the Project. However, it is mutually understood that discrepancies or conflicts in the Contract Documents may be identified, in which case:

  1. addenda take precedence over the Specifications;
  2. the Specifications take precedence over the Drawings;
  3. stated dimensions take precedence over scaled dimensions;
  4. large-scale detail drawings take precedence over small-scale drawings; and
  5. schedules take precedence over other data on the plans.

§ 1.2.4.2 Architect has the right for first interpretation of any ambiguity in the Contract Documents. Ambiguities in the Contract Documents will be resolved by the Owner if the Contractor and Architect cannot come to an agreement.

§ 1.2.4.3 Where the terms "A/E," "Architect/Engineer," "Architect," or "Engineer" are used in technical Sections of the Specifications, the Contractor shall understand that actions indicated to be accomplished by such named parties are actions which are solely the responsibility of the professional technical advisor and consultant to the Owner and such actions thus require final approval by the Owner.

§ 1.2.4.4 Periodically, the Architect may provide the Contractor additional instructions and drawings necessary to perform the Work. The Architect shall make a good faith effort to coordinate such instructions and drawings with the Contract Documents, preparing them so they can be reasonably interpreted as a part thereof. If such additional instructions change the scope of Work, provisions of Article 7, Changes in the Work, shall be followed.

Terms capitalized in these General Conditions and Contract Documents 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.

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§ 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. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Drawings, Specifications, and other 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, reserved ownership rights. All Drawings and Specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the Architect or any consultant for this Project shall become the property of Owner on completion and/or acceptance of the work, or upon any basis of termination of the Contract.

§ 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, if necessary, the Architect’s consultants.

§ 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 when there is reasonable evidence that the notice was read by the recipient.

§ 1.6.3 The Contractor’s presentation to Owner’s Representative, or mailing, of such notice to Owner’s Representative is a condition precedent to any liability of the Owner for any actual or alleged breach of the Owner’s contractual obligations hereunder. The Contractor’s failure to give such written notice in the manner and time prescribed by the Contract Documents shall result in the waiver of any and all claims, demands and causes of action that the Contractor may have against the Owner arising from or in connection with the actual or alleged breach.

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 may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. In lieu of separate agreed upon digital form protocols, or the AIA E203, industry accepted standards shall govern the digital communication of data, as approved by the Owner.

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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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. If Building Information Model and AutoCAD protocols are not established with the preceding, protocols will default to State of Wisconsin Department of Administration, Division of Facility Development and Management protocols.

§ 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 a representative an Owner’s Representative, 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. Changes to these Contract Documents that modify the General Conditions, Contract cost, and/or Contract time shall only be executed by a person duly authorized with signatory authority by the Board of Regents of the University of Wisconsin System. Person(s) with signatory authority will be furnished upon request.
§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen 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.

§ 2.2 Evidence of the Owner’s Financial Arrangements

The Owner reserves the right to conduct a detailed audit of Contractor and Architect’s documents, including, but not limited to: Change Orders and supporting documentation, Construction Change Directives and supporting documents, and any other documentation on the Project related to costs, timeline, and scope.

§ 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.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, architecture or engineering, or an entity lawfully practicing architecture, architecture or engineering, 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.

§ 2.3.4 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.
§ 2.3.7 The Owner shall furnish surveys described in Section 2.3.4 and other information prepared by third parties for the Project to the extent the Owner deems necessary for the performance of the Contractor’s services, and shall not withhold any reasonable information. The Owner makes no representations or warranties as to the accuracy of the information it obtains from third parties and provides to the Contractor pursuant to this Section 2.3. In addition, the Owner may provide the Contractor access to the Owner’s records, which may contain information about the site and adjacent land and improvements that was not collected specifically for the Project. The Owner makes no representations as to the relevance, accuracy or completeness of information made available to the Contractor from the Owner’s records.

§ 2.3.8 The Contractor shall attend a Pre-Construction Meeting, which will be scheduled by the Owner’s Representative and Architect.

§ 2.3.9 The Owner’s Representative or Architect will schedule progress meetings with the Contractor. At each such progress meeting, the parties will discuss the above-mentioned items, cooperate with others to assure successful completion of the Work, and help to quickly resolve problems which arise.

If in the event that any of the Work in progress, or Work already completed by the Contractor, or Subcontractors, is determined by the Owner’s Representative to be of substandard quality, defective, or otherwise in violation of requirements of the Contract Documents, or if the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails or refuses to carry out Work in accordance with the Contract Documents, the Owner may issue a written order, by written Notice 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.

§ 2.4.1 The Contractor shall have ten (10) calendar days after the serving of such Notice within which to take corrective action or to make arrangements judged satisfactory by the Owner’s Representative for the corrections to be made. If corrective actions or other arrangements are not judged satisfactory by the Owner’s Representative, the Owner may terminate the Contract in accordance with the provisions of the General Conditions of the Contract.

§ 2.4.1.1 If, after suspension of the Work, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the suspension or termination had been issued for the convenience of the Owner under the Contract.

§ 2.4.2 The Owner’s Representative may order the Contractor, in writing, to suspend or delay all or any part of the Work of the Contractor for the period of time that the Owner’s Representative determines appropriate for the convenience of the Owner.

§ 2.4.2.1 If the Contractor determines that the cost of the Work is altered by such suspension, or the time for completion of such Work is altered or delayed, the Contractor shall provide Notice to the Owner’s Representative of any such costs or delay;

§ 2.4.2.2 Such Notice shall be made within ten (10) calendar days of the order to stop or suspend Work;

§ 2.4.2.3 Provision of such Notice to the Owner’s Representative shall be a condition precedent to any Owner liability for increased costs, delay, or time extension.

§ 2.4.3 The Owner may exercise any and all rights or remedies provided for herein, by law or in equity, either concurrently or singly in its sole discretion.

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-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. 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. Correction of such deficiencies shall not prevent the Owner from recovery of other damages or penalties sustained as a result of the Contractor’s default or neglect. 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.

§ 2.6 Owner’s Responsibility For The Site
§ 2.6.1 Prior to start of construction, the Owner shall furnish land and rights-of-way necessary for the carrying out and completion of the Work to be performed under this Contract.

§ 2.6.2 Reserved.

§ 2.6.3 Reserved.

§ 2.6.4 The Owner’s Representative shall act on any Notice as soon as practicable. If the Owner’s Representative determines that the conditions reported by the Contractor differ materially from those indicated in the Contract Documents, or are of an unknown and unusual nature which could not have been discovered during a reasonable site investigation by the Contractor, then to the extent established by the Contractor and approved by the Owner, the Owner shall authorize an increase or decrease in the scope, cost, and/or time required for performing any part of the Work under this Contract.

§ 2.6.5 No request by the Contractor for an equitable adjustment to the Contract shall be allowed, unless the Contractor gives proper Notice, which is a condition precedent to any liability on the part of the Owner.

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

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§ 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 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. The Contractor is any individual, firm, corporation, or other non-governmental organization that, enters into a contract with the Owner to perform all work as required by the Contract Documents and enters into Contracts with Subcontractors including mechanical, electrical, plumbing and fire protection subcontractors identified by the Owner during the Single Prime bidding process. The term Contractor does not include the Owner or the Architect.

§ 3.1.1.1 By accepting this Agreement, the Contractor agrees that scheduling, coordination, and monitoring activity for all Work will be placed under the direct control and supervision of a person experienced in construction scheduling, means and methods. If such experience and knowledge must be obtained by contracting with a separate scheduling consultant, the entire cost of such consultant shall be borne by the Contractor. Additionally, the Contractor fully agrees to cooperate in all respects with all Subcontractors and suppliers to provide all data required, and shall coordinate the activities of its own workforces and the work forces of the Subcontractors, in such manner and at such time as to not cause a delay in the Project.

§ 3.1.1.2 The Contractor’s bid price shall include the performance of all Work which:

.1 in accordance with industry standards, customary practice, or by reasonable inference are details of Work that are necessary as part of the construction, operation, and coordination and interface of the Work;

.2 would necessarily be readily apparent to one skilled in the trades; and

.3 a component an experienced Contractor would recognize as part of its responsibility.
§ 3.1.2.1 The Contractor has the full and complete responsibility for the accomplishment of all Work within the specified time indicated in the Contract Documents, except where the Contract Documents explicitly and specifically place a limited duty for completion on the Owner.

§ 3.1.2.2 The Contractor is hereby put on notice that failure to furnish data or cooperate in good faith is a material breach of Contract and may be the basis for a termination for cause under the procedures set forth in these General Conditions. In such cases the Owner’s Representative, in addition to, and not in lieu of the right to termination for default, may acquire the services of a scheduling specialist to perform any such duties and charge the cost thereof to the Contractor. In the event that the Owner’s Representative is required to acquire any replacement scheduling services, the Contractor shall conform to any revised schedule resulting therefrom.

§ 3.1.2.3 In addition to the criteria set forth in these General Conditions, the full and complete performance of duties required to be performed under this Contract is a condition precedent to the right of the Contractor to payment of any sums due. In the event of any delays by the Contractor or other breach hereof which gives rise to penalties and/or damages to the Owner, then in any such event the Owner’s Representative may offset such penalties and damages against the sums due or to become due the Contractor thereunder.

§ 3.1.2.4 Contractor’s obligation for inspection and quality control shall be as provided for in these General Conditions.

§ 3.1.2.5 Any Work necessary to be performed after regular working hours, on Sundays, or legal holidays, and for which the Contractor is responsible, shall be performed without additional expense to the Owner.

§ 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, the presence and observation of the Work by the Architect or Owner’s Representative, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.3.1 In the event it becomes necessary to interpret this Article 3.1.3, the interpretation shall strive to achieve timely, effective and efficient performance of the Work under the Contract within the allowable time identified in the Contract Documents, and at no extra cost or inconvenience to any party, if at all possible.

§ 3.2.1.1 The Contractor is responsible for and hereby acknowledges that it has taken the steps reasonably necessary to prepare a bid which includes the costs for Work, the requirement for which would reasonably be known to a competent Contractor, in overcoming normal subsurface conditions at the site where the Work is to be performed and in order to accomplish the Work described in the Contract Documents. Additionally, the Contractor certifies that it has investigated the site and satisfied itself as to the general and local conditions which affect the Work or its cost, including, but not limited to:

.1 conditions bearing upon transportation, disposal, handling, and storage of materials;
.2 the availability of labor, water, electric power, and roads or access;
.3 uncertainties of weather, river stages, tides, or similar physical conditions at the site;
.4 the conformations and conditions of the ground; and
.5 the character of facilities and equipment as represented by the Contract Documents.

§ 3.2.1.2 The Contractor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from a non-exploratory, visual inspection of the site, and information included in the Contract Documents.

§ 3.2.1.3 Any failure of the Contractor to take the actions described in the Contract Documents will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Owner.

§ 3.2.1.4 The Owner assumes no responsibility for any erroneous conclusions or interpretations made by the Contractor based on the information made available by the Owner. The Owner expects the Contractor to have the ability to interpret provided technical information, including geotechnical information, which would be reasonably
Section 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 and Owner’s Representative any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect or Owner 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.

Section 3.2.3 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 Owner’s Representative and Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect or Owner may require.

Section 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect or Owner’s Representative 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, Owner 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.

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Section 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 (1) give timely notice to the Owner and Architect, and Owner’s Representative and Architect; (2) shall propose alternative means, methods, techniques, sequences, or procedures; and (3) not proceed with that portion of the Work until the Contractor is satisfied such work can be performed safely and has received notice from the Owner’s Representative. 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.

Section 3.3.3.1 The Contractor shall, except where a provision of the Contract Documents explicitly states to the contrary, have the full, complete, and absolute responsibility and obligation for ensuring that the Work performed by the Contractor and Subcontractors strictly conforms to the requirements set forth in the Contract Documents. The Contractor shall maintain an adequate inspection and quality control system and shall perform such inspections as will ensure that the Work performed under this Contract conforms to the requirements of the Contract Documents.
§ 3.3.3.2 At the Pre-Construction Meeting, the Contractor shall provide the Owner’s Representative a full description of the Contractor’s safety, quality control and inspection system and method of implementation.

§ 3.3.3.3 Prior to the start of significant on-site work by any trade, Owner’s Representative, the Contractor’s superintendent and the Subcontractor’s foremen, shall conduct a pre-installation conference. The purpose of the meeting is to review and discuss Contract requirements applicable to the work, samples required, level of quality necessary, and find answers to any questions that may arise. Such meeting is in addition to regularly-scheduled progress meetings and will be arranged on-site by Owner’s Representative.

§ 3.3.3.4 The Contractor shall maintain complete inspection records and test data to ensure that quality of the Work is in strict compliance with the terms of the Contract Documents. These records shall be available to the Architect and Owner’s Representative at all reasonable times and places. The doctrine of "substantial conformity" to the quality requirements of the Contract Documents shall have no application, unless the Owner’s Representative accepts the Work in accordance the conditions of the Contract.

§ 3.3.3.5 The Owner reserves the right to conduct its own quality assurance verification, and to observe, inspect, and /or conduct tests relative to Contractor and Subcontractor performance. If, when conducting its own quality assurance program, the Owner determines that the Work or a portion thereof does not comply with requirements of the Contract Documents, the Owner shall attempt to notify the Contractor of such deficiencies as soon as practicable. However, the Owner’s exercise of rights under this provision does not:

1. relieve the Contractor of the responsibility for providing adequate inspection and quality control measures or the proper documentation of the occurrence of the events required to be tested or monitored in the performance of the Work required by the Contract Documents; and shall provide no basis for waiver or estoppel claims to be asserted against the Owner;

2. relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

3. constitute or imply acceptance on the part of the Owner; or

4. affect the continuing rights of the Owner after acceptance of the completed Work, except as specifically stated to the contrary in the Contract Documents.

§ 3.3.3.6 The presence or absence of the Owner’s Representative does not relieve the Contractor from any Contract requirement. If the Contractor desires waiver of any technical or Contract requirement or any other deviation from the strict requirements of the Contract Documents, a specific request for such waiver or deviation must be made to the Owner’s Representative and Architect for consideration.

§ 3.3.3.7 The Contractor shall, without charge, replace or correct Work found not to conform to the Contract Document requirements, unless the Owner agrees to accept the non-conforming Work with an appropriate adjustment in the Contract price thereof. Such acceptance of non-conforming Work shall, whether the determination is to be made at the time of final completion or during the performance of Work, be based upon a determination by the Owner that the deviation from Contract Documents requirements does not adversely affect the integrity of completed Work.

§ 3.3.3.9 Unless otherwise specified in the Contract, the Owner’s Representative shall accept, as reasonably as practicable after completion and inspection, all Work completed under the Contract or that portion of the Work which the Owner’s Representative determines can be accepted separately.

§ 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. Work within the specified time, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. No materials or supplies which are to become part of the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage, conditional sale contract, or other agreement by which a security interest is retained by the seller.

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§ 3.4.2.1 It is not the intention of the Owner to limit or restrict competition by the use of any reference to a particular manufacturer, process, technique, catalog number or other identifying information. Such proprietary specifications are intended to establish a level of quality or the minimum essential requirements to which the Contractor must conform, unless more explicit restrictions are stated to apply.

§ 3.4.2.2 When the Contract Documents list performance or functional characteristics in connection with Work to be performed, these characteristics are mandatory for reasons of design. Use of any Substitution shall be subject to the prior written approval of the Architect.

§ 3.4.2.3 Material, equipment, or processes offered for use as a Substitution may be proposed by the Contractor in writing. Such proposals shall guarantee the proposed Substitution to be capable of performing the duties of the originally specified material, equipment, or process. The Architect shall respond to any such proposal as soon as practicable, but in no case later than seven (7) working days after receipt of such proposal.

§ 3.4.2.4 It shall be the sole responsibility of the Contractor to provide all documentation, regardless of type or quantity, to clearly establish the qualifications of items proposed as Substitutions under this Contract. If the value of the Substitution is less than the item specified in the Contract Documents, then an equitable reduction of the price of the Contract shall be made.

§ 3.4.2.5 When Substitutions are approved by the Owner’s Representative and incorporated into the Project by the Contractor, all costs incurred to 1) correct deficiencies in items, 2) provide for installation or hookup, or 3) to achieve performance specified in the Contract Documents, will be borne by the Contractor.

§ 3.4.2.6 Any substitute material or equipment installed by the Contractor without approval of the Owner’s Representative may be subject to immediate removal, at sole discretion of Owner’s Representative, and all costs required to conform to the Contract Documents shall be borne by the Contractor.

§ 3.4.2.7 The Contractor shall assume all liability and responsibility for any changes in the Work or additional Work required to accommodate use of proposed and approved Substitutions. The Owner’s approval of such Substitutions does not relieve the Contractor from the obligation to pay all additional costs resulting from their inclusion in the Work, even if additional costs or Work become apparent after execution of the change or installation of the Substitution. The Contractor’s liability shall include payment of any additional costs incurred by the Owner, made necessary by, or directly connected to, such changes.

...
§ 3.5.5 All warranties, including manufacturer’s warranties and Contractor warranties, shall take effect on the date of Substantial Completion and shall remain in effect for a period of one (1) year thereafter, unless Contract Documents specifically require a different warranty period.

§ 3.5.6 If any part of the Work is declared Substantially Complete, and the Owner takes possession of that portion of the Work before completion of the entire Project, the warranty for that portion of the Work shall continue for a period of one (1) year from the date of Substantial Completion for that portion of the Work, unless Contract Documents specifically require a different warranty period.

§ 3.5.7 The Contractor shall remedy, at the Contractor’s expense, any defect in the Work. In addition, the Contractor shall remedy, at the Contractor’s expense, any damage to the Owner’s property, whether controlled or owned, when the damage is the result of:
   .1 the Contractor’s failure to conform to Contract Document requirements; or
   .2 any defect in equipment, material, workmanship, or design furnished by the Contractor or Subcontractors regardless of tier.

§ 3.5.8 The Contractor shall warrant any Work restored or replaced due to damage caused in fulfilling the terms and conditions of this Article 3.5, or during performance of any Work required by the Contract Documents. The Contractor’s warranty with respect to Work repaired or replaced will run for one (1) year from the date of Substantial Completion of said repair or replacement.

§ 3.5.9 The Owner’s Representative shall notify the Contractor, in writing, within a reasonable time after discovery of any failure, defect, or damage.

§ 3.5.10 If, after the receipt of a Notice of a claim under this warranty, the Contractor fails to remedy any failure, defect, or damage within a time judged reasonable by the Owner’s Representative, the Owner’s Representative shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage, at the Contractor’s expense.

§ 3.5.11 All warranties under this Contract or in any related to this Contract, express or implied, shall be obtained for and shall be subject to direct enforcement by the Owner. The Contractor shall provide in each subcontract, or other purchase agreement, for the assignment to the Owner of all such warranties and for the right of enforcement by the Owner. In addition, if necessary the Contractor shall:
   .1 obtain for the Owner’s benefit all warranties that would be given in normal commercial practice;
   .2 require all warranties to be executed, in writing, for the benefit of the Owner, if so directed by the Owner’s Representative;
   .3 enforce all warranties for the benefit of the Owner; and
   .4 obtain for the Owner’s benefit all warranties given by any Subcontractor, at any tier, if such warranty is in excess of the one (1) year warranty period set forth herein.

§ 3.5.12 Unless a defect is caused by the negligence of the Contractor or Subcontractors at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Owner.

§ 3.5.13 The Contractor shall require any Subcontractor manufacturers or suppliers to execute their warranties, in writing, directly to the Owner.

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, all sales, consumer, use, and other similar taxes required by law assessed to or arising out of the construction of the Project. Per 2017 Wis. Stat. § 77.54 (9m), building materials sold to a construction contractor that will become a component of a facility owned by the Board of Regents of the University of Wisconsin System are exempt from sales and use tax.

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§ 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, and shall provide evidence of such permits, licenses, and approvals at the Pre-Construction Meeting or before commencement of the Work.

§ 3.7.1.1 Charges for water, sewer, and other utility connections made by municipalities will be paid by the Owner. Payment for use of such services and utilities before Substantial Completion shall be in accordance with provisions of the Contract.

§ 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 and/or relating to environmental quality and safety, the performance of the Work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities. Such Work shall not be subject to the ordinances or regulations (except land use zoning) of the municipality in which the construction takes place, including ordinances or regulations relating to materials used, permits, supervision of construction or installation, payment of permit fees, or other restrictions of any nature whatsoever. The Owner’s Representative shall be notified by the Contractor of any notices of noncompliance or violation associated with Work required by the Contract Documents.

§ 3.7.2.1 Where Contract Documents require abatement of asbestos containing materials, prior written notice to the State of Wisconsin, Department of Natural Resources is required. The Contractor shall provide evidence of such notice prior to commencement of the Work. Contractor shall follow all State of Wisconsin and Federal rules associated with asbestos abatement.

...

§ 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, except for Subcontractors selected in the single prime bidding process.

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§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in continuous attendance at the Project site during performance of the Work, or as approved by Owner’s Representative. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. This person shall be delegated authority to act on behalf of the Contractor, and shall be, to the extent possible, a single point of contact and communication for the Owner’s Representative, Architect, and all Subcontractors to facilitate efficient, timely, and cost effective completion of the Work. Communications between the Architect and Contractor shall be timely relayed to the Owner’s Representative.

...

§ 3.10.1.1 The Project Schedule shall incorporate all activities, events, and milestones required for successful Project completion within the allowable time for completion specified in the Contract Documents. The Contractor shall prepare a breakdown of all Work activities or events, whether the activities are to be performed by the Contractor’s own forces, those of Subcontractors or the Owner, indicating the proposed duration and sequencing of such activities for successful completion of the Project within the allowable time specified in the Contract Documents. No single Work activity in the Project Schedule shall be for more than $500,000 in Contract value or for a duration greater than four (4) successive weeks, as approved by the Owner’s Representative. The Contractor shall also identify whether any Work activity or event is dependent on the Work of its own forces or with those of the Owner. The failure to list any activity or to perform any other duty required by or incident to that required by these General Conditions shall not be the basis of a claim for adjustment of any provision of this Contract, or of any other type of claim whatsoever.

§ 3.10.1.2 The Contractor shall, within fourteen (14) calendar days from the Notice to Proceed, develop and publish a Project Schedule for the first sixty (60) calendar days of the Project. The completed Project Schedule, for all Work activities through Project completion, shall be developed and published within this sixty (60) day period. Pursuant to Wis. Stat. § 16.855 (14m)(d), the Contractor must base this Project Schedule on the schedule that the mechanical, electrical or plumbing Subcontractors and Contractors bid on (in the Specifications or bid instructions), unless otherwise agreed to by the Subcontractor. The Contractor shall update the Project Schedule monthly.

§ 3.10.1.3 If the Contractor’s Work depends upon construction or operations by the Owner, the Contractor shall,
prior to proceeding with that portion of the Work, promptly give Notice to the Owner’s Representative of any apparent deficiencies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner’s completed or partially completed construction is fit and proper to receive the Contractor’s Work, except as to defects not then reasonably discoverable.

§ 3.10.1.4 The Contractor shall identify forthwith any critical event which will require the Owner to act or to refrain from acting, or critical time periods within which the Owner must complete activities or Work for which the Owner is responsible under the Contract. Timely Notice of any such identified event or time period shall be given to the Owner. The giving of such Notice is a condition precedent to the creation of any duty of the Owner to take any action or to refrain from taking any action. The failure of the Contractor to give such Notice forthwith shall thereafter bar and preclude any claim by the Contractor for adjustment of any Contract provision or claim predicated on the breach of any obligation by the Owner.

§ 3.10.1.5 The bonds furnished to secure these commitments shall be applicable to each and every one of these time and scheduling commitments.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal Submittal schedule, shall submit a submittal Submittal schedule for the Architect’s approval. The Architect’s approval shall not be unreasonably delayed or withheld. The submittal Submittal schedule shall (1) be coordinated with the Contractor’s construction schedule, and (2) allow the Architect reasonable time to review submittals Submittals. If the Contractor fails to submit a submittal Submittal schedule, or fails to provide submittals Submittals in accordance with the approved submittal 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 Submittals.

§ 3.10.2.1 If the Contractor submits for approval items which do not strictly comply with the design requirements of Contract Documents, the Contractor shall provide all engineering or design information necessary for complete evaluation of the Submittal by the Architect and Owner’s Representative. If it is determined by the Contractor or the Owner’s Representative that the services of a professional consultant, engineer or architect are required to provide such information, the Contractor shall acquire such services at its own expense.

§ 3.10.2.2 If the Contractor believes that requirements of the Contract Documents are in conflict with the manufacturer’s recommended method of installation or application of specified materials, products, or systems, the Contractor shall indicate such possible conflicts at the time of submittal.

§ 3.10.3.1 The Owner shall be given the opportunity to schedule its own Work as conveniently as is consistent with the overall needs of the Project Schedule.

§ 3.10.3.2 Where any Work activity required for completion of the Project is completed in less time than required, anticipated, or otherwise allowed by the Project Schedule, the unused time, hereinafter called Float, shall belong to the Project, to be used by the Contractor as the Project needs determine, including but not limited to providing additional time for completion of any other Work activities required for completion of the Project. Float shall not be considered owned, subject to the exclusive use, or management by any of the interested participants. No claim against the Owner or the Contractor shall be made by any party for the loss of Float time.

§ 3.10.3.3 The Contractor shall be independently responsible for resolving any time related matters with Subcontractors, suppliers, or others who may furnish supplies or services on the Project. No liability shall attach to the Owner, for the failure of any party to carry out the coordination and scheduling responsibilities which they have assumed under the Contract.

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 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.

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§ 3.12.3 Samples are physical examples such as mock-ups, that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 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 that are not required by the Contract Documents may be returned by the Architect without action. The following provisions shall apply to all Submittals:

1. the Contractor notes the conspicuous nature of this article and agrees that these provisions are material provisions and are to be enforced, in the event of controversy, in such a manner as to place upon the Contractor the full, complete, and total responsibility for the Submittal’s conformance with the requirements of this Contract, and suitability or usability of preliminary submissions by the Contractor, without regard to any the Owner action or failure to act.

2. all Submittals and supporting information shall be delivered to a party designated by the Owner, who shall act on any such Submittal within 14 calendar days or notify the Contractor in writing, of the time required for such action if greater than the aforementioned 14 day period. Such designation shall take place at the Project Pre-Construction Meeting. Review of the Submittals for conformance with requirements of the Contract Documents shall be completed by the party responsible to the Owner for Project design. A copy of all such Submittal and transmittal forms shall also be sent to the Owner’s Representative.

3. the Contractor shall make Submittals in a timely fashion to assure completion of the entire Project within the allowable time specified in the Contract Documents. The timing of such Submittals shall be subject to the provisions of the contract.

4. each Submittal by the Contractor shall contain the cover page included in the Specifications. Such cover page shall be signed by a representative of the Contractor responsible for review of the Submittal to assure compliance with requirements of the Contract Documents.

5. the Contractor timing and phasing of Submittals shall be appropriate to the critical path Project Schedule, and to facilitate the timely review by the Architect.

§ 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 or, in the absence of an approved 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. Submittals shall be provided in response to requests for Submittals by the Owner’s Representative, or whenever required by the Contract Documents.

§ 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, (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 submittals. Except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect and Owner’s Representative 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.

§ 3.12.9 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.

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§ 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, Shop 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 take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

... 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. The Contractor shall avoid interruptions of the Owner’s operations.

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them, and subcontractors, agents and employees of any of them; its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is 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.

§ 3.18.1.1 The obligations of the Contractor under this indemnification shall not extend to the liability of the Owner, the Architect and its agents or employees thereof arising out of (1) preparation or approval of maps, Drawings, opinions, reports, surveys, change orders, designs or Specifications, or (2) the giving of or the failure to give directions or instructions thereof provided such giving or failure to give is the cause of the injury or damage.

...
§ 3.19.1 The Contractor acknowledges that following completion of the Work, the Owner’s Representative will evaluate the Contractor’s performance under this Contract. Such evaluation may take place after Substantial Completion or after Final Completion of the Work, as determined by Owner’s Representative. The purpose of such evaluation includes, but is not limited to, determining whether or not the Contractor responsibly performed its Contractual obligations and whether or not the best interests of the Owner were promoted thereby.

§ 3.19.2 Owner’s Representative shall provide a copy of any such performance evaluation to the Contractor, as soon as practicable after completion of such evaluation.

§ 3.19.3 The Contractor may appeal results of the Contractor’s performance evaluation completed by the Owner’s Representative by submitting a request for performance review to the Owner. Any such request must include the reasons for such request, and documentation necessary to substantiate the Contractor’s claim that initial performance evaluation was inappropriate or otherwise in error.

§ 3.19.4 The Owner reserves the right to waive the results of such performance evaluation(s) if, in the opinion of the Owner, corrective action has been taken to remediate substandard performance, events beyond the control of the Contractor resulted in substandard performance, or the best interests of the Owner will be served.

§ 3.19.5 The Contractor acknowledges and agrees that such evaluation(s) may be used by the Owner pursuant to Wis. Stat. § 16.855(9m) when determining whether the Contractor is a "qualified responsible bidder" for future Project(s); provided, however, any such evaluation made more than five (5) years prior to the submission of any such subsequent bid shall not be considered in any event.

§ 3.19.6 The Contractor acknowledges and agrees that all such evaluations so prepared by Owner’s Representative shall constitute "open public records" available for inspection and copying as provided for by law.
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.

... 

§ 4.2.9 The Architect will work with the Owner’s Representative to conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue and forward the Owner’s Representative in issuing 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.

... 

§ 4.2.12 Interpretations and decisions recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions 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 interpretations or decisions rendered in good faith Contractor.

§ 4.2.13 The Architect’s decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. Documents and the Contractor will adhere to those decisions.

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§ 5.2.1.1 The Contractor must offer a subcontract to the successful mechanical, electrical and plumbing Subcontractors identified by the Owner and included in the Contractor’s bid. This subcontract between a Contractor and a mechanical, electrical and plumbing Subcontractor must include a scope of work clause identical to the scope of work clause included in the Bid Documents and the contract between the Contractor and the Owner. A Contractor and a mechanical, electrical and plumbing Subcontractor may not enter any agreement in connection with bids submitted that would alter or affect the scope or price of the contracts entered into. This prohibition does not apply to the Owner’s Change Orders that result in changes to the plans or specifications, or to back charges allowed by the Contract.

§ 5.2.1.1.1 The Contractor shall base its Project Schedule on the schedule in the Specifications and bid instructions unless otherwise agreed to by the mechanical, electrical and plumbing Subcontractor.

§ 5.2.1.2 The Contractor may enter into subcontracts for work other than mechanical, electrical and plumbing Subcontractor work, if subcontractors are approved by Owner’s Representative through the Request for Subcontractor Approval Form. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract. The Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the Contractor’s own employees. If the Specifications require or otherwise designate only one Subcontractor or source of supply for Work required under the Contract Documents, the Contractor’s failure to acquire suitable contract arrangements with such Subcontractor or source of supply shall not excuse the Contractor from full responsibility and liability for any failure or default of such source of supply.

§ 5.2.1.3 Bidders shall submit a completed Request for Subcontractor Approval Form with their bid or within seven days of the Contractor bid opening. Submission of a completed Request for Subcontractor Approval Form is an element of responsiveness. Failure to submit this completed form within the above time limits will be considered unresponsiveness and may result in contract award to the next apparent low bidder. When no Subcontractors are anticipated, the Contractor shall give notice of this fact on the Request for Subcontractor Approval Form within the time limits noted above.
§ 5.2.1.4. All Subcontractors are subject to Owner’s approval. The Owner may request, or the Contractor may provide, any of the following information to substantiate the proposed Subcontractors’ qualifications or ability to perform the Work. The Owner shall consider such information when reviewing the qualifications of proposed Subcontractors to determine whether such qualifications serve the best interests of the Project.

1. The amount of experience completing similar Work to that required by the Contract Documents;

2. The quality of work the proposed Subcontractor has provided on past projects;

3. The extent of available staffing and financial resources of the proposed Subcontractor;

4. The Contractor’s intended method of monitoring the proposed Subcontractor’s Work;

5. The level of supervision of the Subcontractor’s Work which the Contractor will provide; and

6. Any other information regarding the proposed Subcontractor’s ability to complete the Work.

§ 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, and met all other applicable criteria, 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.

§ 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. The Contractor shall not replace any Owner-identified or approved Subcontractor or material supplier without written approval of the Owner. Any Contractor request for replacement of a Subcontractor previously approved by the Owner shall include the reason(s) for such replacement and all documentation necessary to substantiate such change.

§ 5.2.5 The Contractor agrees to maintain a list of all Subcontractors and suppliers performing labor or furnishing materials for the Project.

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§ 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 increases in cost 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.

§ 5.3.1 The Contractor shall be fully responsible for all acts and omissions of all Subcontractors and shall be responsible for scheduling and coordinating the Work of all Subcontractors and material suppliers.

§ 5.3.2 Nothing herein shall be construed to create any express or implied contractual relationship between Owner...
and any of the Contractor’s Subcontractors, suppliers or vendors.

§ 5.3.3 The Contractor shall cause Article 10.2 (Safety of Persons and Property), with appropriate changes in paragraph and entity designation, to be incorporated in all Subcontracts, regardless of tier.

§ 5.3.4 The Contractor shall insert the following mandatory provisions, with appropriate changes in paragraph and entity designation, in all subcontracts with Subcontractors:

1. Article 9 - Payments and Completion
2. Article 9.6.2 and 9.6.5.1 - Progress Payments
3. Article 13.8 - Nondiscrimination/Affirmative Action
4. Article 13.9 - Minimum Wages

§ 5.3.5 Pursuant to Wis. Stat. §16.855 (14m)(a), any contract that the Contractor (referred to below as General Prime Contractor) enters into with a Subcontractor as defined under Wis. Stat. §16.855 (14)(e) shall include the following mandatory provisions:

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

If (mechanical, electrical, or plumbing subcontractor) is not paid by the deadline in this Contract, (general prime contractor) shall pay interest on the balance due from the eighth day after the (general prime contractor) receives payment from the Board of Regents for the work for which payment is due and owing to (mechanical, electrical, or plumbing subcontractor), at the rate specified in Wis. Stat §71.82, compounded monthly.

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

INSURANCE AND BONDS (mechanical, electrical, or plumbing subcontractor) shall not commence work under this Contract until it has obtained all necessary insurance required of (mechanical, electrical, or plumbing subcontractor) in the contract between the (general prime contractor) and the Board of Regents.

(Mechanical, electrical, or plumbing subcontractor) shall provide a separate 100 percent performance bond and a separate 100 percent payment bond to the benefit of the (general prime contractor) as the sole named obligee. Original bonds shall be given to the (general prime contractor) and a copy shall be given to the Board of Regents no later than 10 days after execution of this Contract.

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

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

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

RETAINAGE Retainage shall occur and be in amounts and on a schedule equal to that in the contract between (general prime contractor) and the Owner. Pursuant to Wis. Stat. §16.855(19)(b), Retainage between Contractor and mechanical, electrical and plumbing subcontractors is governed as follows:

As the work progresses under any subcontract as defined under Wis. Stat. §(14)(e) for construction of a project, the Contractor shall, upon request of a subcontractor, pay to the subcontractor an amount equal to the proportionate value of the subcontractor’s work properly completed, less retainage. The retainage shall be an amount equal to not more than 5 percent of the subcontractor’s work completed until 50 percent of the subcontractor’s work has been completed. At 50 percent completion, no additional amounts may be retained, and partial payments shall be made in full to the subcontractor unless the Board certifies that the subcontractor’s work is not proceeding satisfactorily. At 50 percent completion or any time thereafter when the progress of the subcontractor’s work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 10 percent of the value of the work completed. Upon substantial completion of the subcontractor’s work, any amount retained shall be paid to the subcontractor, less the value of any required corrective work or uncompleted work. All payments the general prime contractor makes under this paragraph shall be within 7 calendar days after the date on which the general prime contractor receives payment from the Board.

Pursuant to Wis. Stat. §16.855(14m)(b), subcontracts under sub (14)(e) must include a scope of work clause that is identical to the scope of work clause on which the subcontractor bid. The following Scope of Work language shall be included in the contracts between the general prime contractor and subcontractors:

**SCOPE OF WORK** The mechanical, electrical, and plumbing subcontractor scope of work is identical to the general prime contractor scope of work included in these bidding and contract documents. By submitting and
signing a bid, all bidders have examined all the Bidding Documents listed in the Table of Contents of the project Specifications. The successful bidders will be required to do all work which is shown on the drawings, mentioned in the Specifications, or reasonably implied as necessary to complete the division of work bid for this project.

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§ 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 and Owner’s Representative 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 and Owner’s Representative 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.

...

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 Owner’s Representative will allocate the cost among those responsible.

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§ 7.1.2.1 All Contractor requests for equitable adjustment shall be submitted to Architect and Owner’s Representative in written form. Such requests shall set forth with specificity the amount of and reason(s) for the proposed adjustment and shall be accompanied by supporting information and documents. The review, resolution, and payment of such requests shall be governed by Article 15.

§ 7.1.2.2 No adjustment of any kind shall be made to this Contract if asserted by the Contractor for the first time, after the date of final payment.

§ 7.1.4 Except in cases of emergency, no changes shall be made to the Work by the Contractor without having prior approval of Owner through a Construction Change Directive or Change Order.

§ 7.1.5 Electronic signatures are acceptable for signatures on Amendments, Change Orders, and Construction Change Directives.

§ 7.2.1 A Change Order is a written instrument prepared by the Architect or Owner’s Representative 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 The inclusion of Subcontractor terms and conditions in the supporting documentation of a Change Order shall have no bearing on the contract between the Owner and Contractor, and shall not change any of the terms and conditions between the Owner and Contractor. Such supporting documentation shall not be construed as creating any expressed or implied contractual obligation of those terms and conditions between Owner and any of the Contractor’s Subcontractors, suppliers or vendors.

§ 7.2.3 A Change Order may be proposed by the Architect, Contractor, or the Owner. When a Change Order is proposed, the following procedures shall apply:

.1 if requested by Owner’s Representative, the Contractor shall prepare and submit a detailed proposal, including all cost and time adjustments to which the Contractor believes it will be entitled if the change proposed is incorporated into the Contract. Owner’s Representative shall be under no legal obligation...
to issue a Change Order for such proposal;

.2 the parties shall attempt in good faith to reach agreement on the adjustments needed to the Contract to properly incorporate the proposed change(s) into the Work;

.3 in some instances, it may be necessary for Owner to authorize Work or direct changes in Work for which no final and binding agreement has been reached and for which unit prices are not applicable. In such cases the following shall apply:

.1 upon written request by the Owner, through a Construction Change Directive, the Contractor shall perform the proposed Work;

.2 the cost of such changes shall not exceed the amount in the Construction Change Directive, and be determined in accordance with subparagraph 7.2.5;

.3 in the event agreement cannot be accomplished as contemplated herein, the Owner may authorize the Work to be performed by Owner or to hire others to complete the Work. Such action on the part of the Owner shall not be the basis of a claim by the Contractor for failure to allow it to perform the changed Work.

§ 7.2.4 In the event Work is required due to an emergency as described in Article 7.1.4., the Contractor must request an equitable adjustment as soon as practicable, and in no case later than ten (10) working days of the commencement of such emergency.

§ 7.2.5 Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.2 shall be limited to the following:

.1 actual labor rate includes the base rate, taxes, insurance and fringe benefits required by agreement or custom and no Contractor markup except as allowed in 7.2.5.6 below. Unit labor is the labor time anticipated to be expended to install the corresponding unit of actual materials. Labor cost is the labor hours approved by Owner’s Representative multiplied by the Owner’s Representative pre-approved composite hourly labor rates;

.2 actual material cost is the amount paid or to be paid by the Contractor for materials, supplies and equipment entering permanently into the Work, including cost of transportation and applicable taxes. This cost shall be substantiated by the vendor or supplier’s verified invoices/quotes. The cost shall not exceed the usual and customary cost for such items available in the geographical area of the project;

.3 large tools and major equipment are those with an initial cost greater than $1,000, whether from the Contractor or other sources. The rental rate shall not exceed the usual and customary amount for such items available in the geographical area of the project. Tool and equipment use time allowed is only for the extra Change Order work. Rental cost is the above tool and equipment time approved by Owner’s Representative multiplied by the Owner’s Representative pre-approved rental rates also described above;

.4 the cost of performance and payment bonds are the actual rate paid by the Contractor for such bonds;

.5 subcontractor costs are for those subcontracted specialties required to complete the Change Order work, with maximum markups as outlined hereinafter;

.6 the maximum allowable markup for overhead and profit, by all parties of the Contractor and Subcontractors, on Change Order proposals shall not exceed 15 percent total. The Contractor markup of change order work done by Subcontractors shall not exceed 7 ½ percent; and the total combined mark-up by Contractor and Subcontractor, on Subcontractor performed work shall not exceed 15 percent. When the value of a Change Order proposal exceeds $30,000, a declining scale will be used to negotiate the allowable combined overhead and profit margin. Where Change Order proposals involve a credit only, a
reasonable allowance for overhead and profit are properly included as part of the downward adjustment
for a deductive change exceeding $15,000. The amount of such allowance is subject to negotiation.

7. All other Change Order expenses are part of the overhead and profit allowance which are not
reimbursable as separate items and include the following:
  1. All costs associated with the processing of the Change Order are included in the overhead and profit
     allowance;
  2. All such efforts, unless specifically requested as additional Work to be documented as a Change
     Order proposal or portion thereof, is included in the overhead and profit allowance;
  3. The layout required for the installation of material and equipment, and installation design, is the
     responsibility of the Contractor and is included in the overhead and profit allowance;
  4. Small tools and supplies. The cost of small hand tools with an initial cost of $1,000 or less, along
     with consumable supplies and expendable items such as drill bits, saw blades, gasoline, lubricating
     or cutting oil, and similar items, is included in the overhead and profit allowance;
  5. General expenses (for example, and not limited to: parking fees) which include those items that are a
     specific job cost not associated with direct labor and material, is included in the overhead and profit
     allowance;
  6. The preparation of record or as-built drawings required is included in the overhead and profit
     allowance;
  7. Other costs: a) All association dues, assessments, and similar items are included in the overhead and
     profit allowance. b) All education, training, and similar items are included in the overhead and profit
     allowance. c) All drafting and/or engineering, unless specifically requested as additional Work to be
     documented as a Change Order proposal or portion thereof, is included in the overhead and profit
     allowance. d) All other cost items such as, but not necessarily limited to, review, coordination,
     estimating, and expediting, relative to Change Order proposals, are associated with field and office
     supervision and are included in the overhead and profit allowance.

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect or Owner’s Representative
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.

...
.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, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change. Intentionally deleted.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15. Intentionally deleted.

§ 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 Architect and Owner’s Representative 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.

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§ 7.3.10 When the Owner and Contractor 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. Change Orders when there is agreement on time and cost changes to the Work.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect and Owner’s Representative in accordance with Section 9.8.

§ 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. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the time for completion of the Work required by the Contract Documents is an essential condition of this Contract. The Contractor agrees that the Work required by the Contract Documents will be prosecuted regularly and diligently at a rate of progress that will ensure its final completion within the time specified in the Contract Documents. It is expressly understood and agreed, by the Contractor and the Owner, that the specified time period for completion of the Work described in the Contract Documents is a reasonable time for the completion of the Work, taking into consideration the average weather conditions and usual industrial conditions prevailing in the locality in which the Work is to be completed.

§ 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, and receiving the Notice To Proceed.

§ 8.2.4 Costs for acceleration of Work activities to allow completion of the Project in less time than that allowed by the Contract Documents shall be borne by the party requesting such acceleration or early completion. No claim for delay shall be valid against the Owner for compensation for delayed completion which extends completion beyond the early finish date, but which does not continue beyond the stated time for completion as set forth in the Contract.

§ 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 Architect Owner’s Representative determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. Owner’s Representative may determine.
§ 8.3.1.1 If any activity is delayed, or anticipated to be delayed, thereby delaying the Substantial Completion of the entire Project, the Contractor shall have the right to take action as may be necessary to recapture any delay. Such action shall include, but not be limited to:

1. increase in staffing;
2. increase in shifts, hours of Work, or number of days of Work;
3. use of available Float; or
4. changing the sequence of Work activities

Costs caused by delays or improperly timed activities shall be borne by the party responsible therefore, and Change Orders, as deemed appropriate, shall be issued in accordance with Article 7 of these General Conditions.

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§ 8.3.2.1 When events occur which, in the opinion of the Contractor, prevent completion of the Project within the time period allowed by the Contract Documents, the Contractor shall request an extension of the specified time for completion. Such request shall include the reasons for delay, the amount of time extension being requested, and any cost(s) associated with the delay. All such requests shall be made in writing and delivered to Owner’s Representative within ten (10) working days from the beginning of such delay, or within ten (10) working days from the time when the circumstance with potential for delay becomes reasonably known to the Contractor, whichever is earlier. The Owner’s Representative shall act on such requests as soon as practicable and notify the Contractor of Owner’s decision.

§ 8.3.2.2 If the Contractor fails to complete the Work within the time specified in the Contract and such failure is due to reasons which were not beyond the reasonable control of the Contractor or if the Contractor fails to complete the Work within the time specified in the Contract and fails to make the written request as provided for in 8.3.2, then in any such event the Contractor shall pay to the Owner actual damages.

§ 8.3.2.3 If Owner terminates the Contract, or suspends or stops Work in accordance with 2.4 due to the fault of the Contractor, the damages described in Paragraph 8.3.2.2 shall be assessed for each day (or any part thereof) such Work is stopped on the Project. If the Owner does not elect to terminate the Contract or to suspend or stop the Work, the damages shall be assessed for each day of delay in Substantial Completion.

§ 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. The Owner may, at its discretion, waive damages due the Owner, or any portion thereof.

...
§ 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.

1. As a condition precedent to entitlement to payment, the Contractor shall, at the request of the Architect or Owner’s Representative, submit satisfactory evidence to establish that the sum set forth in any Application for Payment represents the “proportionate value” of Work completed.

2. The Contractor shall certify each request for payment as being a true, accurate, and complete statement of account as of the date on which the certificate was made, and that the stated sums are then earned and payable to the Contractor.

3. All requests for payment shall be submitted to the Architect. To expedite payment of sums due under the Contract, the Contractor, Owner’s Representative and Architect shall, where possible, jointly review any such request for payment at the site, inspecting the Work if necessary to determine the validity of the request or modifications to the request which are necessary to accurately represent the value of Work completed in accordance with the Contract Documents.

4. The Contractor shall furnish any and all accounting records requested by the Architect or Owner’s Representative to validate all or any part of any request for payment. The Contractor shall maintain these accounting records for a period of three (3) years from the date the Architect authorizes final payment.

5. The Contractor agrees to indemnify and hold the Owner harmless from all claims growing out of lawful demands of Subcontractors, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance the Work required by Contract Documents.

6. The Contractor shall, at Owner’s Representative or Architect’s request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived.

7. If separate prices are set forth in the Contract Documents for identifiable items of Work, payment for such prices shall be made at the time of completion of those items of Work. Payment under this Paragraph shall be an interim payment until the time of final payment and acceptance of the Work by Architect.

8. Pursuant to Wis. Stat. § 16.855(19)(a), as the Work progresses under this Contract for Construction the Architect or Owner’s Representative, from time to time, shall grant to the Contractor an estimate of the amount and proportionate value of the work properly completed, which shall entitle the Contractor to receive the amount, less the retainage, from the proper fund. The retainage shall be an amount equal to not more than 5 percent of the estimate until 50 percent of the work has been completed. At 50 percent completion, no additional amounts shall be retained, and partial payments shall be made in full to the Contractor unless the Owner certifies that the job is not proceeding satisfactorily. 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, any amount retained shall be paid to the Contractor, less the value of any required corrective Work or uncompleted Work. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by 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 properly 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—the requirement that it holds clear title to all property of every description which serves as the basis for the Application for Payment. Contractor warrants that title to any such property is being transferred to the Owner free and clear of all liens. If requested by the Architect or Owner’s Representative, the Contractor shall produce satisfactory evidence of transfer of title from suppliers and Subcontractors to the Contractor, without reservation, or with adequate waiver of lien. These payments may include any fabricated or manufactured materials and components specified, previously paid for by Contractor and delivered to the site, properly stored, and suitable for incorporation into the Work embraced in the Contract. The Contractor shall identify the method of storage for such materials. Proper evidence of insurance shall be presented to protect the interest of the Owner. If payment is intended to be requested for any off-site storage items, such items shall be listed as separate lines in the request and certification for payment, cost breakdown. Architect or Owner’s Representative, upon their request, shall be allowed to verify such materials and equipment no matter the location stored and located.

§ 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. The Contractor shall have the sole responsibility for obtaining proper insurance on, as well as the responsibility for the care and protection of materials and Work upon which payments have been made. The Contractor shall be responsible for the restoration of any damaged Work. Nothing herein shall operate as a waiver of the rights of the Owner to require fulfillment of all of the terms of the Contract.

... 

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluation of the Work and the data in the Application for Payment, that to the best of the Architect’s knowledge, information, and belief, the that 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. 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.

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.7 repeated failure to carry out the Work in accordance with the Contract Documents.

...

§ 9.5.4 If the Architect 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. In paying any unpaid bills of the Contractor relating to the Work, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor for its account and the Owner shall not be liable to the Contractor for any such payment.

...
§ 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, 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. Not more than seven (7) calendar days following the receipt of each payment from the Owner, the Contractor shall make payment to each and every person, Subcontractors, or entity who furnished goods or services for the progress of the Work on the Project, the value of which goods or services were included in the Contractor’s Request for Payment and Certification for Payment, or who by law or Contract payment is due upon the receipt of the payment most recently received from the Owner. The Contractor shall insert a provision in all subcontracts requiring payment in the manner herein specified. The Contractor shall also require Subcontractors to include a like provision in all contracts with their subcontractors or suppliers, regardless of tier.

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§ 9.6.5.1 In the event Owner receives notice from any person, Subcontractor, or other third party, that the Contractor has failed to pay such person(s) for Work performed in accordance with the Contract Documents, the Owner shall notify the Contractor and the Contractor shall, in no more than 10 calendar days, provide all documentation Owner’s Representative believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event Owner’s Representative determines the claim to be valid and payment is due, or in the absence of aforementioned documentation, Owner’s Representative may authorize direct payment of any unpaid bills, withholding from the Contractor’s unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory documentation is furnished that all liabilities have been fully discharged or reasons for non-payment of disputed amounts are provided by the Contractor. In no event shall these provisions be construed to impose any obligations upon the Owner to either the Contractor or the Contractor’s Surety.

...

§ 9.6.7.1 Pursuant to Wis. Stat. § 16.855(19)(b) and § 16.855(14m)(a) retainage on a Subcontract shall occur and be in amounts and on a schedule equal to the retainage schedule in the contract between the Contractor and the Owner.

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

...

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within 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, then the Contractor may, upon 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. In the event the Contractor elects to stop Work under this Section 9.7, upon recommencing the Work, the Contractor may seek a Change Order to assert a claim for adjustment of the Contract Time and the Contract Sum by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 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 identifies any item, whether or not included on the Contractor’s list, which is not sufficiently complete, in need of correction, or in need of replacement to be 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.
§ 9.8.6 On the date of Substantial Completion, the Contractor shall assign to the Owner all warranties and guarantees of labor or material incorporated into the Work which are provided by third party vendors, suppliers, manufacturers, and Subcontractors.

§ 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. While the Owner has such possession or use, the Contractor shall be relieved of the responsibility for loss or damage to the Work resulting from the Owner’s possession or use. 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.

§ 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 (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases 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, provides certification that all debts and claims against this Project have either been paid in full or otherwise satisfied and give final evidence of release of all liens against the Project, the Owner, and all proceeds payable hereunder. The Contractor shall certify upon such payment request that the data contained therein is current, accurate, and complete. Contractor shall permit, if requested by Owner’s Representative, the final inspection to be jointly conducted by the Contractor, Architect and Owner’s Representative. The Contractor shall give Notice at least 72 hours in advance of the time set for final inspection. Upon completion of the project and before receiving final payment for work on the project, as required by law, the Contractor shall file with Owner’s Representative an affidavit stating that the Contractor has complied fully with Wis. Stat. § 103.49(4r) and that the Contractor has received an affidavit from each of the Contractor’s agents, and Subcontractors stating that they also have complied fully with Wis. Stat. § 103.49(4r).

§ 9.10.2.1 As a condition precedent to final payment, all corrective actions to remedy deficiencies in the Work required by Contract Documents and Work identified on the punch list must have been completed. In addition, where required by Contract Documents, all training of the Owner’s staff in the proper operation and maintenance of the Work shall have been completed, Operating and Maintenance Manuals and Instructions as well as drawings marked...
up to reflect "as built" conditions must have been transmitted to Owner’s Representative and all warranty certificates signed and presented for Owner’s Representative acceptance.

§ 9.10.2.2 When to the satisfaction of Owner’s Representative and Architect the Work has been completed, and is of the quality required by the Contract Documents, Owner’s Representative may authorize payment of all sums then due the Contractor. Receipt of the final payment, as provided for herein shall constitute a waiver of any and all claims against the Owner arising out of, under, or incident to the Work performed under the Contract.

§ 9.10.2.3 If the Contractor fails to submit a request for final payment or make satisfactory arrangements with Owner’s Representative within thirty (30) calendar days of the final inspection or accepted punch list, no further payments will be made and the Contract will be closed. The last request for Certification for Payment will be considered the final payment under the terms and conditions of the Contract.

§ 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 or Owner’s Representative 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, 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 but not limited to:

... .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; .5 any warranty or guarantee required by the Contract Documents; .6 any other right surviving the Owner as to which the Contractor was specifically given notice before or during the final inspection and final payment process; or .7 rights surviving to the Owner as a matter of law.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor, its agents, employees, material suppliers and subcontractors will perform all Work on the project in a safe and responsible manner. In particular, Contractor shall, at its own expense, conform to the safety policies and regulations established by the Contractor and shall comply with all specific safety requirements promulgated by any government authority, including without limitation the requirements of the Occupations Safety and Health Act of 1970 and the Construction Safety Act of 1969 and all standards and regulations which have been or shall be promulgated by the parties or agencies which administer the Acts. Contractor shall comply with said requirements, standards and regulations, and require and be directly responsible for compliance therewith on the part of its said agents, employees, materials suppliers and contractors; and shall directly receive, respond to, defend, and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its failure on the part of its agents, employees, material suppliers or subcontractors to so comply.

... § 10.2.1 The Contractor shall take reasonable, strictly comply with, and bear full responsibility for, any safety procedure set forth in the Contract Documents. In the absence of such compliance, the Contractor shall be responsible for indemnification of the Owner for any cost and expense resulting from any such failure to abide by any safety procedure set forth in the Contract Documents, including legal fees. At the sole discretion of Owner, the Contractor...
may also be subject to termination of the Contract for default. The Contractor shall take all precautions for safety of, and shall provide reasonable all protection to prevent damage, injury, or loss to:

1. employees on the Work and other persons who may be affected thereby (including, but not limited to the public, and the Owner’s personnel and agents);

... § 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. Contractor shall have properly qualified and trained personnel on safety means and methods, and properly qualified supervision.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable all 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. For these purposes, the Contractor shall:

1. provide appropriate safety barricades, signs, and signal lights;
2. comply with any safety requirement published by any governmental authority with jurisdiction over the site, including Federal, Owner, or local jurisdictions;
3. ensure that any additional measures which are reasonably necessary for the purposes stated are taken.

...

§ 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 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. If the Owner becomes aware of any noncompliance by the Contractor or any Subcontractor with the safety conditions of this Contract or of any condition caused by the Contractor or any Subcontractor, which poses a serious or imminent danger to the health or safety of the public or to Owner personnel, for which the Contractor has been previously notified of, and the Contractor has failed to correct, the Owner has the right stop all Work until satisfactory correction action has been taken. Satisfactory correction will be at the sole discretion of the Owner.

§ 10.2.5.1 In case of an emergency which threatens loss or injury of property, or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner’s Representative, in a diligent manner. The Contractor shall notify Owner’s Representative immediately thereafter. Any claim for compensation by the Contractor due to such extra Work shall be promptly submitted to the Owner’s Representative and Architect for approval as provided for in Article 7 of the General Conditions.

§ 10.2.5.2 In the event of temporary suspension of Work, or during inclement weather, or whenever Owner’s Representative shall direct, the Contractor shall reasonably protect all Work and materials against damage or injury from the weather. This contract provision shall be incorporated into the contracts between the Contractor and Subcontractors. If, in the opinion of Owner’s Representative, any Work or materials have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to reasonably protect the Work, such materials shall be removed and replaced at the expense of the Contractor.

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. The Contractor shall use the least hazardous materials, equipment, and processes to execute the Work. The Contractor shall comply with all OSHA rules and regulations. If the Contractor encounters a condition that it suspects may contain a hazardous material or substance that is not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to...
§ 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. Contractor shall give notice to Owner of the condition that may contain the hazardous material or substance. Contractor shall have the right to engage a licensed laboratory/subcontractor to test the suspected hazardous material or substance. Owner will negotiate for reimbursement of reasonable testing costs if the test results do not verify the presence of a hazardous material or substance by a Change Order. Owner, by Change Order, will reimburse Contractor for reasonable testing costs if the tests results verify the presence of a hazardous material or substance.

§ 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 or to 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. When hazardous materials or substances, not addressed in the Contract Documents, are required to be removed or disturbed to complete the Work, Contractor and Owner will negotiate how to complete that new work. If Contractor agrees to perform this work, a Change Order will be negotiated potentially adjusting the Contract Sum and Contract Time. Such new work will be at the sole direction of the Owner.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances that 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. Site.
shall be limited to an action by the damaged party against the defaulting Contractor and/or its bonding company, in addition to any other coverage for the bond.

§ 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 The Contractor shall not commence Work under this Contract until the Contractor has obtained all the insurance required under this Contract. The company providing the insurance must be lawfully authorized to do business in State of Wisconsin and/or be approved by the Owner with a minimum A.M. Best rating of A X. The Contractor shall provide the following insurance:

§ 11.2.1. Worker’s Compensation Insurance:

.1 the Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors, to maintain, Worker’s Compensation Insurance as required by State of Wisconsin Statutes and any applicable Federal Act coverage such as the Longshoremen’s and Harbor Workers Act, the Jones Act or the Admiralty Act for all employees engaged in Work associated with the Project under this Contract. Minimum coverage is listed in section 11.2.

.2 the Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors, to maintain, Employer’s Liability Insurance. Minimum coverage is listed in section 11.2.

§ 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.

Commercial General Liability Insurance and Excess Liability-Umbrella:

.1 the Contractor shall maintain during the life of this Contract, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Contract. Minimum coverage is listed in section 11.2. Such coverage shall be of the "occurrence" type form.

.2 the Contractor’s Commercial General Liability and Umbrella Insurance shall apply to the provisions of indemnity obligations under Section 3.18 of these General Conditions.

.3 the Contractor shall require Subcontractors to procure and maintain Commercial General Liability Insurance and Excess Liability equal to that required in section 11.2. The Contractor shall require each Subcontractor, to procure and maintain Commercial General Liability and Umbrella Insurance equal to that required in section 11.2. However, the Contractor may insure the activities of the remaining Subcontractor(s) in the Contractor’s policy. The Contractor’s policy shall include coverage for Owner’s Contractors.

§ 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.

**Auto Liability Insurance:**

1. the Contractor shall procure and shall maintain during the life of the Contract Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Contract. Minimum coverage is listed in section 11.2.

2. the Contractor shall require each Subcontractor, to procure and maintain Commercial Auto Liability Insurance equal to that required in section 11.2 of the General Conditions.

§ 11.2.4 The minimum required limits do not represent the coverage and limits necessary to protect the Contractor. The limits should not be construed in any way to limit the Contractor’s liability to the Owner.

§ 11.2.5 The General Contractor and its consultants retained under the terms of this Contract, shall procure and maintain professional liability insurance providing for payment of the insured’s liability for errors, omissions, or negligent acts arising out of the performance of professional services required under this Contract. Minimum coverage shall not be less than $1,000,000 each and every claim and in the aggregate; however “unique” or “high risk” projects and/or those with Contract values over $10,000,000 will require a minimum coverage of $5,000,000. Professional liability insurance shall not have any exclusion for pollution and/or environmental liabilities. Professional Services as defined in the insurance policy of the Contractor, shall include, and correspond with the services as provided by the Contractor in this agreement.

The Contractor shall also carry Contractor’s Pollution Liability (CPL) coverage with at least $1M in limits for smaller projects (e.g. contract values of $1M or less) and $3M limits for middle-sized contracts (e.g. $1M – 10M contract values) and $5M limits for larger contracts (e.g. contract values of $10M or more).

§ 11.2.6 Minimum Limits Required:

At Owner’s discretion, the following limits may be increase.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$2,000,000 General Aggregate (applies per project)</td>
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<tr>
<td></td>
<td>$1,000,000 Products Aggregate</td>
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<td>$1,000,000 Personal Injury</td>
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<td>$1,000,000 Each Occurrence</td>
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<td></td>
<td>$50,000 Fire Damage</td>
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<td>$5,000 Medical Expense Per Person</td>
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<tr>
<td>Automobile Liability</td>
<td>$1,000,000 Combined Single Limit</td>
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<tr>
<td>Excess Liability Umbrella</td>
<td>$5,000,000 Each Occurrence</td>
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<td></td>
<td>$5,000,000 Aggregate</td>
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</tbody>
</table>

Worker’s Compensation/Employers Liability Insurance

1. State: Statutory to all states the work is being performed;
2. Federal: As Applicable;
3. All Employees, partners, individuals, any managers on project site must be included for coverage.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Employers Liability</td>
<td>$100,000 Each Accident</td>
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<tr>
<td>Employers Liability Disease</td>
<td>$100,000 Each Employee</td>
</tr>
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</table>
§ 11.2.7 Proof of Insurance: The Contractor shall provide a certificate of insurance to the Owner indicating coverage is in place at the limits set forth in this Article. The insurer shall give the Owner thirty (30) day notice of cancellation or changes in coverage. The insurance certificate shall be provided before commencement of the Contract. If the Contractor is self-insured, audited financial records will need to be provided that clearly demonstrate the financial ability to cover losses up to the limits of insurance required. The Contractor shall also be required to disclose deductibles or Self-Insured Retention’s (SIR).

§ 11.2.8 Commercial General Liability and Auto Liability carried under this Contract shall contain a provision making it primary and non-contributory to any other coverage available to the Owner.

§ 11.3 Waivers of Subrogation The Owner shall purchase and maintain Builder’s Risk insurance in the amount of, at least, the initial Contract sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis.

§ 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. Intentionally deleted.

§ 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.

§ 11.3.2 Off-Site and Transit Coverage: Upon the request of the Contractor and written approval of the Owner, the Property Insurance policy, subject to policy terms, definitions, and conditions, will provide a $250,000 limit for materials and/or Work stored off the site or in transit. It is the Contractor’s responsibility to insure materials and/or Work in excess of this amount. The Owner will not be responsible for materials or completed Work under the care, custody, and control of the manufacturer prior to delivery;

§ 11.3.3 Deductible: The risk of loss within the deductible amount will be borne by the Contractor;

§ 11.3.4 Loss of Use Insurance: The Owner may maintain such property insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused.

§ 11.3.5 Policy Review: A copy of the property insurance policy or policies may be obtained pursuant to the Public Records and Property Provisions of the Wisconsin State Statutes.

§ 11.4 The Contractor waives all rights against Owner and shall require its insurers to waive any rights of subrogation or recovery, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Contract. The policies shall provide such waivers of subrogation by endorsement or otherwise, except as set forth in 11.4.1 below. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise; did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged. This waiver shall be effective only to the extent any policy of insurance is not impaired thereby. This contract provision shall be incorporated into the contracts between the Contractor and Subcontractors.

§ 11.4.1 The Owner retains the right to subrogate against the Contractor and Subcontractor(s) for damage to property, including loss of use thereof, provided said property damage is to work performed by other parties and provided said Contractor’s and Subcontractors’, negligence contributed in any way to said damage. This contract provision shall be incorporated into the contracts between the Contractor and Subcontractors.

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§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s or Owner’s Representative’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, or Owner’s Representative, be uncovered for the Architect’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’s Representative has not specifically requested to examine prior to its being covered, the Architect or Owner’s Representative 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 with no adjustment to Contract Time.

The Contractor shall promptly correct Work rejected by the Architect or Owner’s Representative 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.

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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. Laws of the State of Wisconsin.

§ 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. The Owner may withhold its consent in its sole discretion. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.1.1 In case the Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain an article substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and subject to the terms of this Contract and claims of offset by the Owner.

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

§ 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 and Owner’s Representative timely notice of when and where tests and inspections are to be made so that the Architect and Owner’s Representative 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 and Owner’s Representative of when and where tests and inspections are to be made so that the Architect and Owner’s Representative may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner’s expense.

§ 13.4.4 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 and Owner’s Representative.

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 as listed in the Standard form of Agreement Between Owner and Contractor or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
§ 13.8 Nondiscrimination/Affirmative Action -

§ 13.8.1 In connection with the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. §51.01(5), sexual orientation, national origin, or any other basis prohibited by law. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities. This contract provision shall be incorporated into the contracts between the Contractor and Subcontractors.

§ 13.8.2 Contracts with a value of fifty thousand dollars ($50,000) or more require the Contractor to submit a written affirmative action plan acceptable under Wisconsin Statutes. An exemption occurs from this requirement if the Contractor has a Work force of less than thirty (30) employees. The Contractor is responsible for obtaining affirmative action compliance from Subcontractors.

§ 13.8.3 The Contractor should establish and take appropriate initiatives to reach goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic, or other relevant data which shall cover construction projects or construction contracts performed in specific geographical areas. The goals shall be applicable to the Contractor’s, and Subcontractor’s entire work force which is working in the area covered by the goals. The goals are established and are as follows:

<table>
<thead>
<tr>
<th>County</th>
<th>Women Goal</th>
<th>Minority Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams/Juneau/Monroe/Vernon</td>
<td>12%</td>
<td>2%</td>
</tr>
<tr>
<td>Ashland/Bayfield/Douglas/Price</td>
<td>9%</td>
<td>6%</td>
</tr>
<tr>
<td>Barron/Sawyer/Washburn</td>
<td>13%</td>
<td>4%</td>
</tr>
<tr>
<td>Brown</td>
<td>11%</td>
<td>9%</td>
</tr>
<tr>
<td>Buffalo/Jackson/Pepin/Trempealeau</td>
<td>12%</td>
<td>5%</td>
</tr>
<tr>
<td>Burnett/Polk</td>
<td>11%</td>
<td>2%</td>
</tr>
<tr>
<td>Calumet/Winnebago</td>
<td>11%</td>
<td>3%</td>
</tr>
<tr>
<td>Chippewa/Rusk</td>
<td>12%</td>
<td>2%</td>
</tr>
<tr>
<td>Clark/Taylor</td>
<td>16%</td>
<td>2%</td>
</tr>
<tr>
<td>Columbia</td>
<td>12%</td>
<td>2%</td>
</tr>
<tr>
<td>Crawford/Grant/Richland</td>
<td>14%</td>
<td>2%</td>
</tr>
<tr>
<td>Dane</td>
<td>9%</td>
<td>0%</td>
</tr>
<tr>
<td>Dodge</td>
<td>12%</td>
<td>3%</td>
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<tr>
<td>Door/Kewaunee/Manitowoc</td>
<td>13%</td>
<td>3%</td>
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<tr>
<td>Dunn/Eau Claire</td>
<td>11%</td>
<td>3%</td>
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<tr>
<td>Florence/Forest/Marinette/Oconto</td>
<td>13%</td>
<td>2%</td>
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<tr>
<td>Fond du Lac</td>
<td>11%</td>
<td>4%</td>
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<tr>
<td>Green/Iowa/LaFayette</td>
<td>13%</td>
<td>1%</td>
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<tr>
<td>Green Lake/Marquette/Waushara</td>
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<tr>
<td>Iron/Oneida/Vilas</td>
<td>9%</td>
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<tr>
<td>Jefferson</td>
<td>12%</td>
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<tr>
<td>Kenosha</td>
<td>7%</td>
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<tr>
<td>La Crosse</td>
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<tr>
<td>Langlade/Lincoln/Menominee/Shawano</td>
<td>11%</td>
<td>7%</td>
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<tr>
<td>Marathon</td>
<td>12%</td>
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<tr>
<td>Milwaukee</td>
<td>10%</td>
<td>29%</td>
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<tr>
<td>Outagamie</td>
<td>10%</td>
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<tr>
<td>Ozaukee</td>
<td>8%</td>
<td>3%</td>
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<tr>
<td>Pierce/St Croix</td>
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<tr>
<td>Portage</td>
<td>13%</td>
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<tr>
<td>Rock</td>
<td>11%</td>
<td>7%</td>
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<tr>
<td>Sauk</td>
<td>10%</td>
<td>5%</td>
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<tr>
<td>Sheboygan</td>
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<td>5%</td>
</tr>
<tr>
<td>Walworth</td>
<td>10%</td>
<td>8%</td>
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<tr>
<td>Washington</td>
<td>9%</td>
<td>3%</td>
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<tr>
<td>Waukesha</td>
<td>7%</td>
<td>4%</td>
</tr>
<tr>
<td>Waupaca</td>
<td>11%</td>
<td>2%</td>
</tr>
<tr>
<td>Wood</td>
<td>12%</td>
<td>2%</td>
</tr>
</tbody>
</table>

Source: Combined Occupation Distribution: 2000 Census

§ 13.8.4 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom a Contractor has a collective bargaining agreement, to refer to either minorities or women shall excuse the Contractor’s required initiatives under these specifications.

§ 13.8.5 The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the Owner that sets forth the provisions of this Article 13.8.

§ 13.8.6 Failure to comply with the conditions of this Article 13.8 may result in the Contractor becoming declared an "ineligible" Contractor, termination of the Contract, or withholding of payment.

§ 13.9 Minimum Wages

§ 13.9.1 The Contractor shall post, at an appropriate conspicuous point on the site of the Project, a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in Work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

...
The Owner may exercise any and all rights or remedies provided for herein, by law or in equity, either concurrently or singly in its sole discretion.

§ 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 (7) days’ notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned secured for this project by the Contractor; and

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish 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 for the Work the Contractor performed until the Work is finished by another contractor in consideration of 14.2.4.

§ 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, although the excess shall not exceed the unpaid Work performed by 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.

§ 14.4.1 The Owner may, at any time, time and at its sole discretion, terminate the Contract for the Owner’s convenience and without cause.

...
.2 if the Initial Decision Maker is not the Owner and the Contractor’s Claim is rejected by Initial Decision Maker, the Contractor may appeal it in writing to the Owner. Any such appeal shall be made within twenty-one (21) calendar days after it is rejected by Initial Decision Maker. If no such appeal is made, the decision of Initial Decision Maker shall become final and binding and the Contractor shall waive its right to pursue the Claim further.

.3 if the Contractor files a timely appeal of the decision of Initial Decision Maker, the Owner shall act on the Contractor’s Claim within fourteen (14) calendar days or notify the Contractor in writing, of the time required for such action if greater than the aforementioned fourteen (14) day period. Failure by the Owner to so act within the aforesaid period of time shall constitute a rejection of the Claim;

.4 if the Contractor’s Claim is rejected by the Initial Decision Maker, the Contractor shall, as a condition precedent to filing suit against the Owner, comply with resolution procedures set forth in Wisconsin statutes.

§ 15.1.4.1 Pending final resolution of a Claim, Claim and any subsequent judicial action or appeal, 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 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. The Owner and the Contractor shall act in good faith to efficiently and fairly resolve Claims and disputes arising under the Contract in order to avoid, wherever possible, formal legal proceedings.

...
.2 Time extensions and associated adjustments in the Contract Documents which are implemented by, or based on Change Orders for which an overhead allowance would otherwise be permitted hereunder, shall not include any allowance for extended and unabsorbed overhead costs.

.3 Permitting the Work or any part of it to continue after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner, of any of the Owner’s rights under the Contract or a waiver of any default by the Contractor.

§ 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, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. A determination on a Claims in accordance with 15.1.6.2 shall only be made by the Initial Decision Maker upon written request by the Contractor. Not all extension(s) in the allowable time for completion, when granted by Initial Decision Maker, will result in additional compensation to the Contractor.

§ 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.

§ 15.2.1 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, 10.3 and 10.4, shall be referred to the Initial Decision Maker for initial 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 Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision 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 of an initial decision at any time, subject to the terms of Section 15.2.6.1 Intentionally deleted.

§ 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.

...
§ 15.3 Mediation

§ 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 binding dispute resolution. Any judicial action relating to the construction, interpretation, or enforcement of the Contract Documents including without limitation, the Contractor’s claims, demands, and causes of action for additional construction costs, delay damages, and other amounts owed hereunder, shall be brought and venue in the Dane County Circuit Court in Madison, Wisconsin. The Contractor hereby consents to personal jurisdiction in that venue, and waives any defenses that the Contractor otherwise might have relating thereto.

§ 15.3.2 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. Contractor hereby waives its right to a jury trial in connection with any judicial action or proceeding that may arise by and between the Owner and the Contractor concerning the construction, interpretation, or enforcement of the Contract Documents including, without limitation, any claims, demands, or causes of action that the Contractor hereafter may assert against the Owner for additional construction costs, delay damages, and other amounts.

§ 15.3.3 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 in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand 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 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 is constituted 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.
Certification of Document’s Authenticity
AIA® Document D401™ – 2003

I, Cathy O. Weiss, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:03:09 CT on 05/08/2020 under Order No. 2384247778 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)
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1. Definitions
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1. DEFINITIONS
   Architect/Engineer (A/E) for this project: Hammel, Green and Abrahamson, Inc., 333 East Erie Street, Milwaukee, Wisconsin, 53201, Telephone: (414) 278-8200

2. WAGE RATES